

AGENDA



City Council Meeting

Tuesday, November 9, 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 November 9, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the City Council regarding an item that is not on this meeting agenda. Each person will be allowed up to three 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. Neighbor Academy Graduation. (Management Analyst Kimberly Winarski)
- b. Anna Community Development Corporation bond rating upgrade to Aa3. (Director of Economic Development Joey Grisham)

5. **Work Session.**

- a. Update on Communications and Marketing. (Communications Manager Frances La Rue)
- b. Update on sanitary sewer infrastructure west of US 75. (Director of Public Works Greg Peters, P.E.)
- c. Update on traffic studies on select locations on TxDOT roadways. (Director of Public Works, Greg Peters P.E.)

6. **Consent Items.**

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

- a. Approve City Council Meeting Minutes for October 26, 2021. (City Secretary Carrie Land)
- b. Review Planning & Zoning Commission Meeting Minutes from October 4, 2021. (Director of Development Services Ross Altobelli)
- c. Approve a Resolution regarding the Lazy S Acres, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution regarding the Turner Addition, Block A, Lots 1, 2, & 3, Final Plat. (Director of Development Services Ross Altobelli)
- e. Approve a Resolution regarding The Villages of Hurricane Creek, Phase 2, Final Plat. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution regarding the Vaquero DG Westminster Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- g. Approve a Resolution regarding the Vaquero DG Westminster Addition, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution regarding the Anna/121 Land Holdings Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding the Anna/121 Land Holdings Addition, Block B, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution authorizing the City Manager to execute a purchase order for street maintenance repair for County Road 419 in the City of Anna. (Director of Public Works Greg Peters, P.E.)
- k. Approve a Resolution for an Agreement for Police, Fire, and Public Works services with the Greater Anna Chamber of Commerce for the Anna Christmas Parade (Neighborhood Services Director Marc Marchand)

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on a Resolution regarding the Jurado Estates, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)
- b. Conduct a Public Hearing to consider public comments regarding establishing a City of Anna Property Assessed Clean Energy (PACE) Program. (Director of Economic Development Joey Grisham).
- c. Consider/Discuss/Action on a Resolution to Establish a City of Anna Property Assessed Clean Energy (PACE) Program. (Director of Economic Development Joey Grisham)
- d. Consider/Discuss/Action on a Resolution authorizing the City Manager to

execute a professional services agreement with Texas PACE Authority for administration of the City of Anna's Property Assessed Clean Energy (PACE) program, with a scope of services as shown, in a form approved by the City Attorney. (Director of Economic Development Joey Grisham)

- e. Consider/Discuss/Action on a Resolution setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 319.01 acres of land generally located east of US Highway 75, and south of County Road 371, being wholly located within the City of Anna, Texas corporate limits and extra territorial jurisdiction; authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the Public Hearing; and directing the city to prepare a Preliminary Reinvestment Zone Financing Plan. (Director of Economic Development Joey Grisham)
- f. Consider/Discuss/Action on a Resolution setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 52.17 acres of land generally located north of County Road 370, west of Anna High School, and south of Rosamond Pkwy, being wholly located within the City of Anna, Texas corporate limits and extra territorial jurisdiction; authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the Public Hearing; and directing the city to prepare a Preliminary Reinvestment Zone Financing Plan. (Director of Economic Development Joey Grisham)
- g. Consider/Discuss/Action on a Resolution setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 1,345.63 acres of land generally located along Powell Parkway, south of County Road 371, and north of Finley Blvd., being wholly located within the City of Anna, Texas corporate limits and extra territorial jurisdiction; authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the Public Hearing; and directing the city to prepare a Preliminary Reinvestment Zone Financing Plan. (Director of Economic Development Joey Grisham)
- h. Consider/Discuss/Action on a Resolution entering into a professional services agreement with New Line Skateparks and authorizing the City Manager to execute the contract. (Director of Neighborhood Services Marc Marchand)
- i. Consider/Discuss/Action on approval of a Resolution authorizing the City Manager to execute a Subdivision Improvement Agreement with Anna Independent School District for Sherley Elementary School in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)
- j. Consider/Discuss/Action on the creation of the Anna Library Advisory Task Force (Director of Public Works Greg Peters, P.E.)
- k. Consider/Discuss/Action on appointment of Council Liaisons for Boards and Commissions. (City Manager Jim Proce)
- l. Consider/Discuss/Action on a Resolution Casting Votes for the Board of Directors for the Collin County Central Appraisal District. (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). ETJ Development
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

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 Friday, November 5, 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: 11/9/2021
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Neighbor Academy Graduation. (Management Analyst Kimberly Winarski)

SUMMARY:

Staff will hold a graduation ceremony for the inaugural class of the Neighbor Academy.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Final Approval - 11/5/2021



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Anna Community Development Corporation bond rating upgrade to Aa3. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff will report on the recent upgrade to the bond rating for the CDC/EDC. The Anna Community Development Corporation has received an upgraded sales tax rating from Moody's Investors Service. The CDC earned a rating of Aa3 from A2. This is a "two-step" upgrade! It is wonderful to see Moody's recognize our strong growing economy, economic expansion, demand for residential housing and professional staff. Our finances are healthy because of decisions by our board and the hard work and innovation by Anna neighbors and businesses that are driving our strong economy. The CDC has been and remains committed to attracting unique projects that enhance the quality of life, attract new jobs for Anna neighbors, and bring new tax revenue to the city. Moody's said the upgraded rating to Aa3 reflects the strength of the city's economy, as well as the strong debt service coverage and healthy revenue growth despite the ongoing pandemic, demonstrating the resiliency of the rapidly growing revenue base.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Frances La Rue

AGENDA ITEM:

Update on Communications and Marketing. (Communications Manager Frances La Rue)

SUMMARY:

Update on Communications and Marketing and a presentation of the Communications Strategic Plan, (Communications Manager Frances La Rue)

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Frances La Rue, Communication Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Final Approval - 11/5/2021



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Update on sanitary sewer infrastructure west of US 75. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna continues to see significant growth and interest in development on the west side of US 75. The City is working on multiple key infrastructure projects which will expand sanitary sewer service for the entire area west of US 75 within the City and Extraterritorial Jurisdiction.

FINANCIAL IMPACT:

None at this time - this is an update on the status of projects. There are multiple project with separate design and construction costs. The projects are all being funded through a combination of Sewer Impact Fees, PID Fees, and the Utility Fund, with a focus on growth paying 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:

None at this time.

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Final Approval - 11/5/2021



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Update on traffic studies on select locations on TxDOT roadways. (Director of Public Works, Greg Peters P.E.)

SUMMARY:

Staff will provide a brief update on the status of traffic studies being procured.

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:

No recommendation, information only.

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 11/5/2021
Final Approval - 11/5/2021



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for October 26, 2021. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20211026 Final

APPROVALS:

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

Created/Initiated - 11/2/2021

Approved - 11/2/2021

Final Approval - 11/5/2021



**Regular City Council Meeting
Meeting Minutes**

Tuesday, October 26, 2021 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on October 26, 2021, at the Sue Rattan Elementary School, located at 1221 S. Ferguson Parkway, 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 6:33 P.M.

2. Invocation and Pledge of Allegiance.

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

3. Neighbor Comments.

No comments from the Public.

4. Reports.

- a. Proclamation Arbor Day 2021 (Neighborhood Services Coordinator Olivia Demings)

Mayor Pro Tem Miller read and presented a Proclamation declaring November 5, 2021, as Arbor Day in the City of Anna.

- b. Fire Department Captain Badge Pinning (Fire Chief Ray Isom)

- Captain Jacob Metdker was pinned by his wife Ashley, along with daughters Bailey and Brooke
- Captain Zachary Crase was pinned by his wife Jordan
- Captain William Rhodes was pinned by his son Thomas, along with his girlfriend Angga

- c. Introduce New Fulltime Firefighters (Fire Chief Ray Isom)

Assistant Fire Chief Dan Wood introduced the City's newest Firefighters:

- Mark Vakos (Hired January 11, 2021)
- McKenna Biedebach (Hired October 4, 2021)
- Garrett Murray (Hired October 18, 2021)
- Cody Greenway (Hired October 18, 2021) [Not present]
- Andres Salines-Garcia (Hired October 18, 2021)
- Brandon Berens (Hired October 18, 2021)
- Benjamin Woolverton (Hired October 18, 2021)

5. **Work Session.**

- a. Code Compliance Report. (Code Compliance Manager Kevin Martin)

Item 5.a will be presented at a future City Council Meeting.

- b. Presentation of the History of the Sherley Water Tower in Downtown Anna. (Director of Public Works Greg Peters, P.E.)

Director of Public Works Peters introduced Anna neighbor and local historian Elden Baker. Mr. Baker presented a brief PowerPoint presentation regarding his research of the history of the water tower, in particular the colors the tower has been painted throughout the years.

City Council discussion ensued. Following discussion, it was the consensus of the City Council that Director of Public Works Peters will collaborate with Communications Manager LaRue to prepare a survey to be posted to social media in which residents can choose which color they prefer the tower to be painted: a) silver with black lettering; or b) white with purple lettering.

- c. City Council Meeting Schedule for November and December. (City Manager Jim Proce)

It was the consensus of the City Council to cancel the second City Council Meetings in both November and December so that both City Council and staff may be able to spend time with their families during the holidays. The City Council Meetings will be held November 9, 2021, and December 14, 2021.

6. Consent Items.

MOTION: Council Member Miller moved to approve Consent Items 6.a. through 6.e. Council Member Toten seconded. Motion carried 7-0.

- a. Approve City Council Meeting Minutes for October 12, 2021. (City Secretary Carrie Land)
- b. Approve an Ordinance approving the 2021 Tax Roll. (City Manager Jim Proce)
- c. Approve a Resolution amending the City of Anna Personnel Policy Manual. (City Manager Jim Proce)
- d. Approve a Resolution authorizing the City Manager to execute termination of a temporary drainage easement in the Anna Crossing Subdivision. (Director of Public Works Greg Peters, P.E.)
- e. Approve a Resolution regarding the Quail Creek Run Place, Phase 2, Preliminary Replat. (Director of Development Services Ross Altobelli)

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on a Resolution of Intent to Establish a City of Anna Property Assessed Clean Energy (PACE) Program and schedule a public hearing. (Director of Economic Development Joey Grisham)

Director of Economic Development Joey Grisham introduced Dub Taylor of Texas PACE Authority. Mr. Taylor presented a brief PowerPoint presentation. City Council discussion ensued.

On October 5, 2021, the Economic Development Department was asked by a representative of Anna Villages to consider adopting a City of Anna Texas Property Assessed Clean Energy (PACE) program. This voluntary program was approved by State legislation (Chapter 399 of the Local Government Code) and is established by local governments to facilitate the use of private capital to finance water conservation and energy efficiency projects to eligible commercial, multifamily, nonprofit, and industrial property owners.

A RESOLUTION OF THE CITY OF ANNA, TEXAS GIVING NOTICE OF INTENT TO ESTABLISH A PROGRAM UNDER THE TEXAS PROPERTY ASSESSED CLEAN ENERGY ("PACE") ACT OF 2013 FOR THE CITY OF ANNA, AS PROVIDED BY TEXAS LOCAL GOVERNMENT CODE CHAPTER 399; AND SETTING A PUBLIC HEARING.

MOTION: Mayor Pike moved to approve a Resolution giving Notice of Intent to Establish a Program under the Texas "PACE" Act of 2013 and schedule a

Public Hearing for the November 9, 2021, City Council Meeting. Council Member Carver seconded. Motion carried 7-0.

b. Annexation Cedar Ridge Estates, Phase 2. (Director of Development Services Ross Altobelli)

1) Consider/Discuss/Action on a Resolution approving an Agreement regarding services including a plan for municipal services regarding a 24.8± acre tract of land generally located on the south side of County Road 427, 130± east of Purdue Road. (Director of Development Services Ross Altobelli)

2) Conduct a public hearing to consider public comments regarding annexation of 24.8± acres of land into the City's corporate boundaries generally located on the south side of County Road 427, 130± east of Purdue Road.

3) Consider/Discuss/Action on an Ordinance annexing 24.8± acres generally located on the south side of County Road 427, 130± east of Purdue Road.

NICID Limited Partnership has submitted a petition to annex 24.8± acres of land located on the south side of County Road 427, 130± east of Purdue Road.

It is recommended that the City Council approve a resolution for an agreement regarding services and an ordinance regarding the request to annex the 24.8± acres of land located on the south side of County Road 427, 130± east of Purdue Road.

Mayor Pike opened the public hearing at 7:49 P.M.

No comments.

Mayor Pike closed the public hearing at 7:50 P.M.

A RESOLUTION ADOPTING A CONDITIONAL AGREEMENT REGARDING SERVICES RELATED TO ANNEXATION OF A 24.82± ACRE TRACT OF LAND.

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

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID MUNICIPALITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID MUNICIPAL CORPORATE LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY AS SET FORTH HEREIN; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- c. Zoning Cedar Ridge Estates, Phase 2. (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding the request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72).

2) Consider/Discuss/Action on an Ordinance regarding the request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72).

The applicant is requesting to zone the subject property in order to allow for single-family residences. The Single-Family Residential District (SF-72) is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located in proximity to agricultural and single-family residential uses. The applicant is not requesting to vary from any of the City of Anna adopted regulations.

The requested zoning is in harmony with the surrounding single-family zoning districts and the request is in conformance with the Future Land Use Plan, elements of the City of Anna Strategic Plan, and Anna 2050 Comprehensive Plan. For these reasons, staff is in support of the zoning request.

The Planning & Zoning Commission recommended approval.

Mayor Pike opened the public hearing at 7:50 P.M.

No comments.

Mayor Pike closed the public hearing at 7:51 P.M.

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

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

Mayor Pike requested City Council enter Closed Session.

MOTION: Council Member Toten moved to enter Closed Session. Council Member Ussery seconded. Motion carried 7-0.

Mayor Pike recessed into Closed Session at 7:53 P.M.

Mayor Pike reconvened the Open Meeting at 8:53 P.M.

- d. Pre-annexation agreement Coyote Meadows. (Director of Development Services Ross Altobelli)

Consider/Discussion/Action on a Resolution approving Pre-annexation/ Development Agreement and Development Regulations for the Coyote Meadows single-family residential development.

Director of Development Services Ross Altobelli introduced Daniel Satsky, Vice President of Ashton Woods. Mr. Satsky presented a brief PowerPoint presentation. City Council discussion ensued.

The applicant is requesting to enter into a Pre-annexation agreement with the city in order to adopt development regulations and development standards for 136.22 acres of land generally located on the south side of future Rosamond Parkway, east of the Dallas Area Rapid Transit (DART) rail line right-of-way.

The permitted uses and standards for development of the Property shall be in accordance with the SF-Z Single-Family Residence District - Zero lot line homes, SF-TH Townhome District, and SF-60 Single-Family Residence District of the Zoning Ordinance and applicable City Regulations, except as amended and modified in the Development Regulations and in the Development Agreement.

The overall residential development will have a maximum of 731 lots meeting the following thresholds;

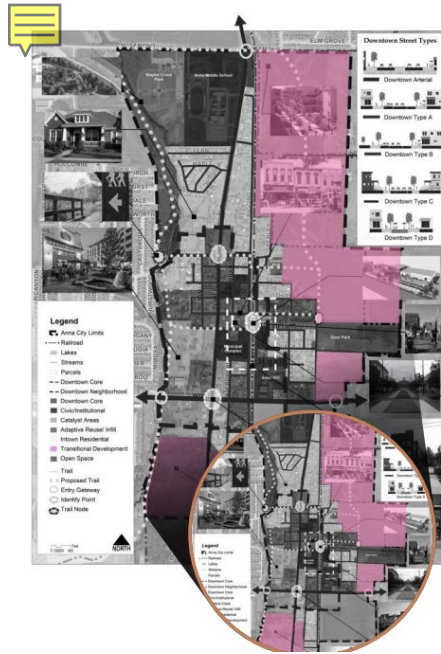
- Min SF-60 lots: 250
- Max SF-Z lots: 309
- Max. SF-TH lots: 154

Additionally, the Development Standards address the City's zoning and development process once property is annexed, fencing, private amenities, and required infrastructure improvements.

City staff worked closely with the development team on the proposed Illustrative Layout and is in agreement with the general terms and proposed modifications to adopted city standards which are listed within the Development Regulations.

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Future Land Use Map – The Future Land Use Map designates this property within the Downtown Master Plan limits classified as “Transitional Development”. The Transitional areas are envisioned to support a range of housing types for people at all stages of their lives. Urban attached residential, detached residential, and cottage residential are identified as the primary residential building types that are appropriate in the Transitional Development Areas.



Anna Vision 2036

1. Principle 3: Beautiful Community
 - a. Design standards and development agreements that promote beautiful and “enduring” buildings and commercial areas
 - b. Preserved some natural areas/open space through the community
2. Principle 5: Great Housing Opportunities
 - a. Diverse housing choices for all family generations

City of Anna Goals for 2026

1. Sustainable Anna Community Through Planned, Managed Growth
 - a. Manage residential growth
 - b. Have a diverse range of housing choices available in Anna

Recommendation

Staff is supportive of the request. The proposed pre-annexation agreement and development standards meet the vision of the recently adopted Comprehensive Plan. The applicant has included stipulations to create a walkable development that will include a significant amount of private open space that will be open to the public that will connect neighborhoods and provide for significant north/south public trail connections east of US Highway 5. Additionally, the applicant is

proposing building material standards that will diversify the existing housing stock and create a unique neighborhood design that has yet to be seen in the City of Anna.

The applicant made an informal presentation to the Planning & Zoning Commission at their regularly scheduled October 4, 2021, meeting.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING COYOTE MEADOWS DEVELOPMENT AGREEMENT.

MOTION: Council Member Vollmer moved to approve. Council Member Atchley seconded. Motion carried 5-2. Council Members Carver and Toten opposed.

- e. Consider/Discuss/Action on a Resolution authorizing the City Manager to enter into a temporary road closure agreement with TxDOT for the Chamber of Commerce Christmas Parade. (Neighborhood Services Marc Marchand)

The Resolution before the City Council authorizes the City Manager to enter into an agreement with TxDOT for the temporary road closure of State Highway 5 to allow the Greater Anna Chamber of Commerce to proceed with their Christmas Parade on December 11.

The approved Resolution by Council and signed agreement between the municipality and state are requisite documents in order for the Chamber to proceed with the event. In addition, the Chamber will be providing a traffic maintenance plan as part of their submittal.

Though not part of the action item before Council, staff would like to highlight that the City will be waiving fees (\$375) and covering certain expenses such as barricades and staff overtime (\$2,500 and \$1,000 respectively) for this community event.

Financial Impact: There is no financial impact associated with the request for temporary road closure.

There will be a financial impact associated with the waiving of fees (\$75 fees; \$300 refundable deposit) and costs of services provided to the Chamber for their event. At this time, the estimated costs for overtime pay for public safety and public works is approximately \$2,500; the cost for barricades and traffic plan is approximately \$1,000.) With the consensus of the Council, staff will cover the staff costs, forgive the permit fees and reimburse the barricade expenses not to exceed the stated limits.

A RESOLUTION OF THE CITY OF ANNA, TEXAS ESTABLISHING THE GREATER ANNA CHAMBER OF COMMERCE'S CHRISTMAS PARADE AS AN EVENT THAT SERVES A VITAL PUBLIC SERVICE TO THE COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS IN REQUESTING THE TEMPORARY CLOSURE OF STATE HIGHWAY 5.

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

- f. Consider/Discuss/Action appointments for the Board of Adjustment. (City Secretary Carrie Land)

Currently, Place 5 on the Board of Adjustments is vacant. Council may appoint a candidate to fill the vacancy. This is an unexpired term ending May 2022.

MOTION: Council Member Carver moved to appoint Brian Ward to fill the unexpired term ending May 2022 on the Board of Adjustments, Place 2; appoint Bob Hallberg to Alternate position 2A. Council Member Vollmer 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). Personnel Regulations; 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). Boards and Commissions

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.**

Mayor Pike adjourned the meeting at 9:21 P.M.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review Planning & Zoning Commission Meeting Minutes from October 4, 2021.
(Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 10-04-2021 PZ Minutes signed

APPROVALS:

Lauren Mecke, Planning Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Final Approval - 11/5/2021

MINUTES
PLANNING AND ZONING COMMISSION
October 4, 2021

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on October 4, 2021, at the City Hall located at 111 N Powell Parkway, to consider the following items.

Before the meeting began, Mr. Ross Altobelli, Director of Development Services, advised the Commission that staff had received a letter from Chairman Alonzo Tutson resigning from his position, effective immediately. Mr. Altobelli also advised the Commission that because of this, staff would be postponing agenda items 5 & 6 to a later date after Council has had an opportunity to appoint someone to fill the position. Mr. Altobelli then asked Vice-Chairman Henke to serve as lead for the Planning & Zoning Commission meeting.

1. Call to Order and Establishment of Quorum

The meeting was called to order at 7:00 pm.

Commissioners present were Latoya Grady, Nick Rubits, Dennis Ogan, Donald Henke, and Brent Thomas. Commissioner Paul Wenzel was absent. Staff present was Ross Altobelli, Lauren Mecke, and Salena Tittle. Councilman Toten was also in attendance for the meeting.

2. Invocation and Pledge of Allegiance

Commissioner Thomas gave the invocation and led the Pledge of Allegiance.

3. Citizen Comments: At this time, any person may address the Planning and Zoning Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. Location Map

Planning & Zoning Annual Organizational Review

Before the meeting began, Agenda Items 5 & 6 were placed on hold to a future meeting date until Council could appoint a new Commissioner to fill the vacant position left by Chairman Alonzo Tutson.

5. Planning & Zoning Commission and Board of Adjustment Training (City Attorney)

6. Annual Planning & Zoning Commission Review

- A) Elect a Planning & Zoning Commission Chairman.
- B) Elect a Planning & Zoning Commission Vice-Chairman.
- C) Elect a Planning & Zoning Commission Secretary.
- D) Review/Discuss/Action on additional items as necessary

Consent Items

A motion was made by Commissioner Thomas, seconded by Commissioner Ogan to recommend approval of consent items 7 through 19. The vote was unanimous.

7. Consider/Discuss/Action to approve minutes of the September 7, 2021 Planning & Zoning Commission Meeting.

8. Consider/Discuss/Action on a recommendation regarding the Mercer Estate Development Plat, Block A, Lot 1, Development Plat. Applicant: Dawn & Brian Mercer

9. Consider/Discuss/Action on a recommendation regarding the Anna Retail Addition, Block A, Lots 3, 4, & 5, Preliminary Replat. Applicant: Anna 31 Retail, LP
10. Consider/Discuss/Action on a recommendation regarding the Anna Retail Addition, Block A, Lot 5, Site Plan. Applicant: Anna 31 Retail, LP
11. Consider/Discuss/Action on a recommendation regarding the Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat. Applicant: HSLT & Anna Town Center No. 7 / LNRD, LLC
12. Consider/Discuss/Action on a recommendation regarding the Cox Addition, Block A, Lots 1 & 2, Replat. Applicant: Betty Cox
13. Consider/Discuss/Action on a recommendation regarding the Villages of Hurricane Creek - North, Phase 1, Final Plat. Applicant: MM Anna 325, LLC
14. Consider/Discuss/Action on a recommendation regarding the Villages of Hurricane Creek - North, Phase 1A, Final Plat. Applicant: MM Anna 325, LLC
15. Consider/Discuss/Action on a recommendation regarding The Villages of Hurricane Creek, Phase 1B, Final Plat. Applicant: CADG Hurricane Creek, LLC
16. Consider/Discuss/Action on a recommendation regarding the One Anna Two Addition, Block A, Lots 3R & 4, Replat. Applicant: Dr. Richard Jelsma
17. Consider/Discuss/Action on a recommendation regarding the One Anna Two Addition, Block A, Lot 3R, Site Plan. Applicant: Dr. Richard Jelsma
18. Consider/Discuss/Action on a recommendation regarding the Walnofer Addition, Block A, Lot 2R, Replat. Applicant: Castleman Capital, LLC
19. Consider/Discuss/Action on a recommendation regarding the Whiterock Subdivision, Block A, Lots 1-5, Preliminary Plat. Applicant: Kishore Naga

Items for Individual Consideration

20. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding The Villages of Hurricane Creek, Phase 1B, Block K, Lots 19R, 20-23, 3X, & 24X, Replat. Applicant: CADG Hurricane Creek, LLC

Ms. Mecke gave a brief presentation.

Commissioner Thomas asked if the Fire Chief was amenable to the applicant's request.

Ms. Mecke advised that the Fire Department was fine with the request.

The Public Hearing was opened at 7:07 p.m.

The Public Hearing was closed at 7:08 p.m.

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

21. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to establish zoning on 24.8± acres located on the south side of County Road 427, 130± feet east of Purdue Road to Single-Family Residence-72 (SF-72) to allow for a single-family residential development. Applicant: NICID Limited Partnership

Ms. Mecke gave a brief presentation.

The Public Hearing was opened at 7:10 p.m.

Vice-Chairman Henke asked if the applicant had provided a layout.

Ms. Mecke advised the Commission that the current request was specifically for zoning and that a Preliminary Plat will come at a later time.

The Public Hearing was closed at 7:11 p.m.

A motion was made by Commissioner Rubits, seconded by Commissioner Ogan to recommend approval of the zoning request. The vote was unanimous.

22. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an amendment to Article 9.04 (Zoning Ordinance) pertaining to swimming pool regulations.

Mr. Altobelli gave a brief presentation.

Commissioner Rubits asked if staff had any concern with these types of accessory uses being too close to the property lines or fencing.

Mr. Altobelli advised the Commission that staff feels comfortable with the request because the applicants for these types of reviews and requests still need to be code compliant.

Commissioner Rubits asked if city staff does site visits while the pools are under construction

Mr. Altobelli advised the City of Anna's Building Inspectors do onsite visits while the pools are under construction.

The Public Hearing was opened at 7:19 p.m.

Stephanie Hendricks, 316 Lockhurst Drive, addressed the Commission that her preference would be to have a 4-foot setback instead of the staff recommended 5-foot setback. Ms. Hendricks advised the Commission that she currently has pool plans submitted with the City of Anna's Building Department and because her husband is taller than 6-foot, a larger pool was necessary.

The Public Hearing was closed at 7:23 p.m.

Commissioner Thomas and Commissioner Ogan asked staff if the 5-foot was a staff preference or could they vote to have a smaller setback to accommodate Ms. Hendricks request.

Mr. Altobelli advised the Commission that staff would be in support of whichever size the Commission felt was appropriate.

A motion was made by Commissioner Grady, seconded by Commissioner Rubits to recommend approval of the Zoning Text Amendment request. The vote was unanimous.

23. Workshop: Provide feedback for proposed development(s).

Mr. Altobelli gave a brief presentation regarding the Coyote Meadow residential development that is currently being discussed between staff, Ashton Woods, and Starlight Homes. The proposed location is currently within the City of Anna's ETJ and would have to go through Annexation and Zoning.

Daniel Leifer with Ashton Woods provided a slideshow presentation to show the Commission the conceptual layout, different product types, different elevation types, and the different amenities that would be available within the subdivision.

Vice-Chairman Henke asked staff if the city's master plan considered the entire proposed area as residential.

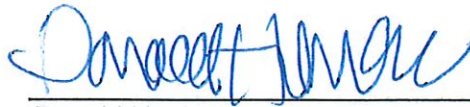
Mr. Altobelli advised the Commission that the area is proposed as residential in the master plan.

Vice-Chairman Henke and Commissioner Ogan expressed concern for the amount of traffic this proposed development would add to the area and with too little options to enter and exit the subdivision.

Mr. Leifer advised the Commission that Ashton Woods and Starlight Homes have thoroughly enjoyed working with city staff on this project and will continue to do what is necessary to work through any remaining kinks before coming before the Commission and Council.

Adjourn

A motion was made by Commissioner Grady, seconded by Commissioner Ogan to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:05 pm.



Donald Henke
Planning and Zoning Commission Vice-Chairman

ATTEST:





Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Lazy S Acres, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Single-family residence on one lot on 39.2± acres located on the west side of County Road 511, 1,200± feet north of County Road 424. Located within the Extraterritorial Jurisdiction (ETJ).

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval as submitted.

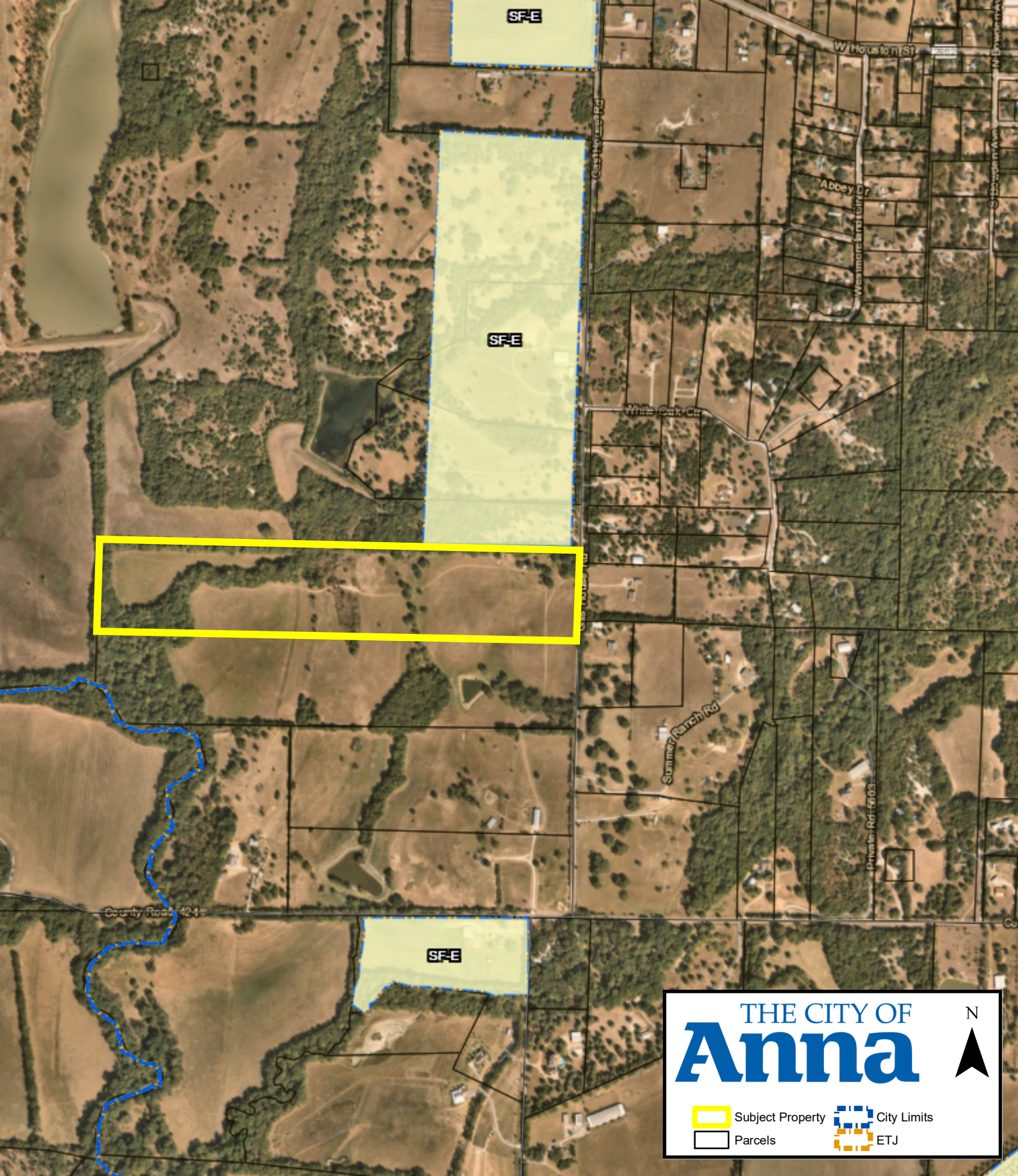
ATTACHMENTS:

1. Locator
2. RESOLUTION - (DP) LAZY S ACRES DP BL A Lt 1
3. Exhibit A (STAMPED)- Development Plat_Lazy S Acres_10_6_2021

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



SF-E

SF-E

SF-E

THE CITY OF
Anna



-  Subject Property
-  Parcels
-  City Limits
-  ETJ

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING LAZY S ACRES, BLOCK A, LOT 1, DEVELOPMENT PLAT

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

WHEREAS, Carol Skrabanek Barrows Trust, has submitted an application for the approval of the Lazy S Acres, Block A, Lot 1, Development Plat.

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 Development Plat.

The City Council hereby approves the Lazy S Acres, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

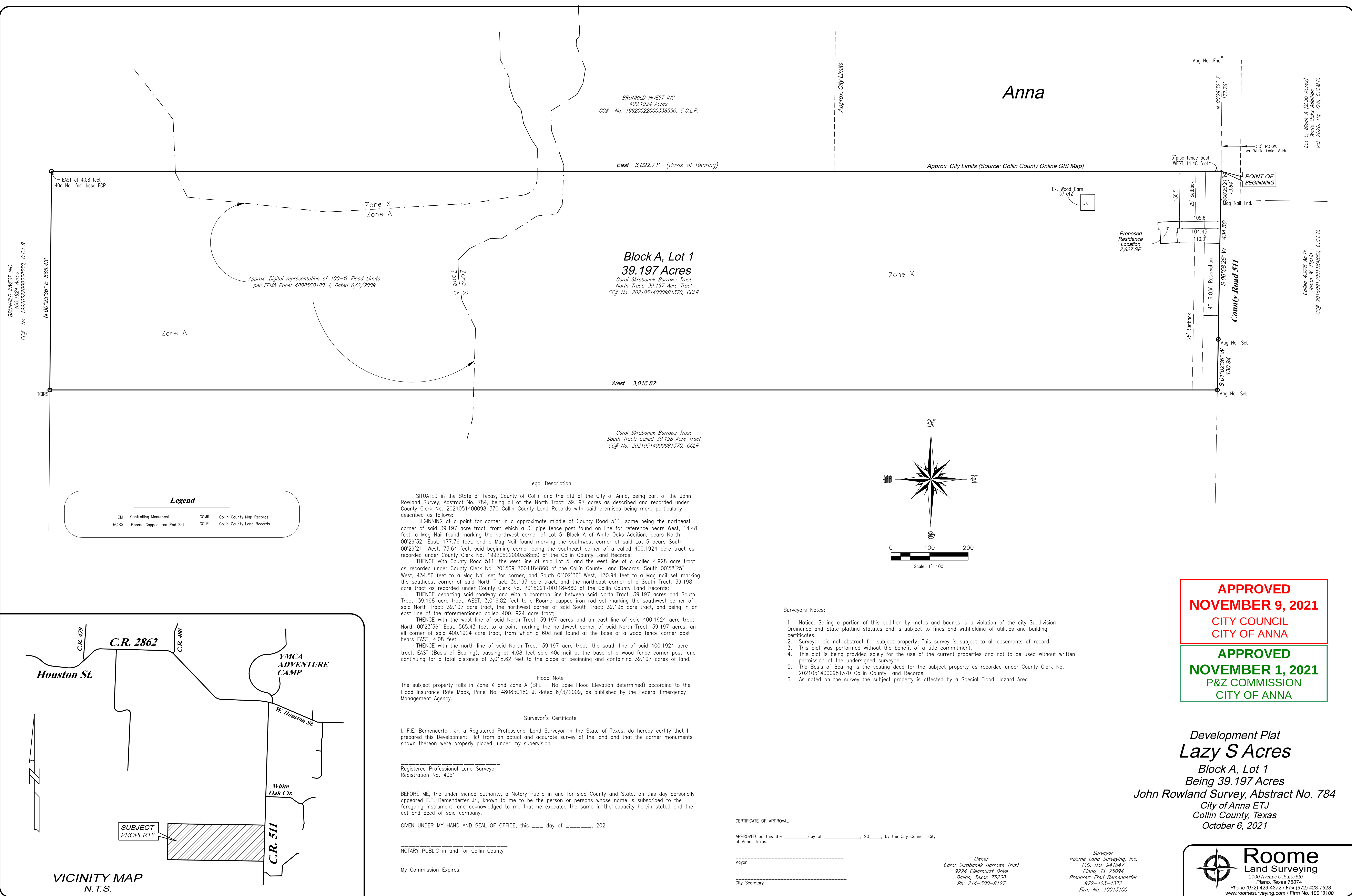
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of November 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike





Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Turner Addition, Block A, Lots 1, 2, & 3, Final Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Three lots on 5.0± acres located on the north side of County Road 424, 1,500± feet northeast of the intersection of County Road 424 and Farm-to-Market 455. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Final Plat is to dedicate lot and block boundaries, and easements necessary for future development.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

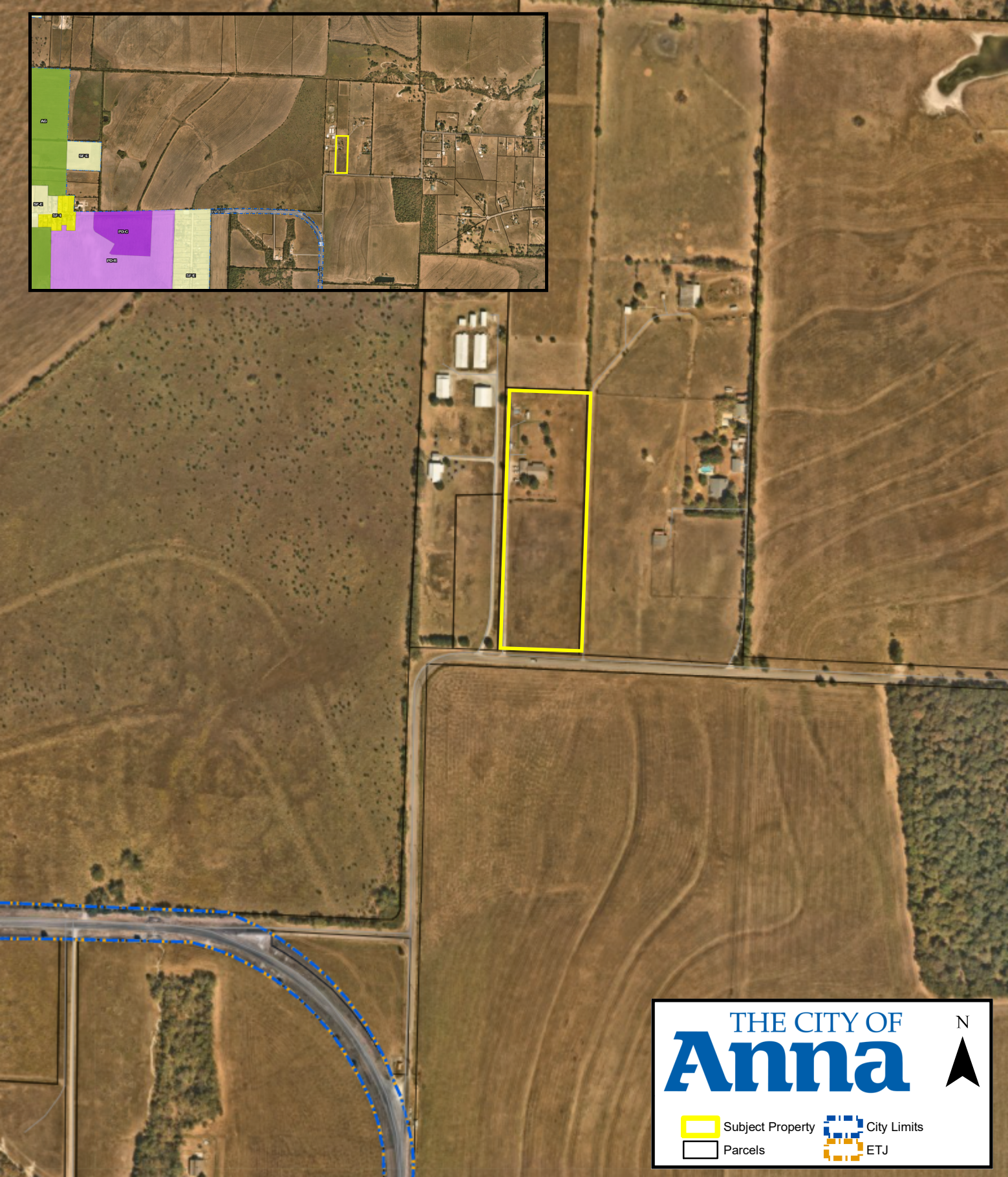
ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) TURNER ADDITION, BLOCK A, LOTS 1, 2, & 3
3. EXHIBIT A (STAMPED) - TURNER ADDITION PLAT

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



THE CITY OF
Anna

N
▲

Subject Property
Parcels

City Limits
ETJ

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE TURNER ADDITION, BLOCK A, LOTS 1, 2, & 3, FINAL PLAT.

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

WHEREAS, Joseph and Beverly Turner have submitted an application for the approval of the Turner Addition, Block A, Lots 1, 2, & 3, Final Plat;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Turner Addition, Block A, Lots 1, 2, & 3, Final Plat attached hereto as Exhibit A.

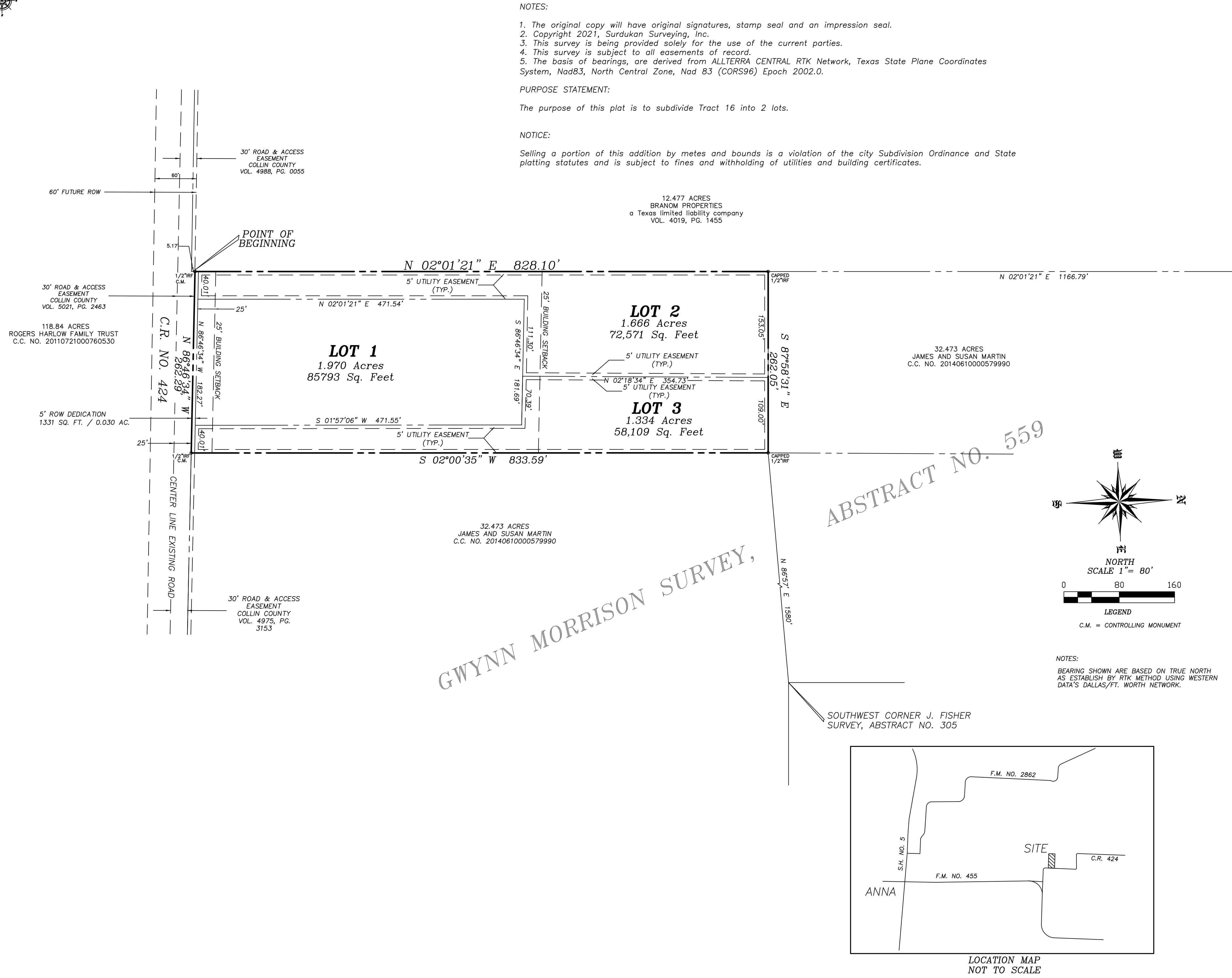
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Health Department Certification:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

KNOW ALL MEN BY THESE PRESENTS: THAT I, DAVID J. SURDUKAN, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Anna, Collin County, Texas.

DAVID J. SURDUKAN R.P.L.S. NO. 4613

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID J. SURDUKAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COUNTY OF COLLIN
STATE OF TEXAS

WHEREAS Joe Turner and wife Beverly Turner are the owners of a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559, Collin County, Texas and being all of a 5,000 acre tract conveyed to Joe Turner and wife Beverly Turner as recorded in County Clerk's No. 20160128000101100, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2" iron rod found at the southwest corner of said 12.49 acre tract in the north ROW line of County Road No. 424, said iron rod being N 02°01'21" E a distance of 5.17' from a 1/2" iron rod found for the southeast corner of a 12.477 acre tract conveyed to Branom Properties as recorded in Volume 4019, Page 1453, D.R.C.C.T.;
THENCE N 02°01'21" E following the west line of said 12.49 acre tract a distance of 828.10' to a capped 1/2" iron rod found for corner;
THENCE S 87°58'31" E a distance of 262.05' to a capped 1/2" iron rod found for corner;
THENCE S 02°00'35" W a distance of 833.59' to a 1/2" iron rod found for corner in the north ROW line of said C.R. No. 424;
THENCE N 86°46'34" W a distance of 262.29' to the POINT OF BEGINNING, and containing 217,800 Square Feet or 5,000 Acres of land.

COUNTY OF COLLIN
STATE OF TEXAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Joseph and Beverly Turner, do hereby adopt this plat designating the hereinabove described property as TURNER ADDITION, BLOCK A, LOTS 1, 2 AND 3 an addition to Collin County, Texas and do hereby dedicate to the public use forever, their streets, alleys and public use areas shown hereon, the easements, as shown, for mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths, which in anyway, endanger or interfere with the construction, maintenance or efficiency of it's respective systems on said Easements, and the City of Anna and all public utilities constructing, recon- structing, inspecting, patrolling, maintaining and adding to or removing all or parts of it's respective systems, without the necessity, at anytime, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

WITNESS MY HAND at Anna, Texas, this ____ day of _____, 2021.

JOSEPH TURNER

BEVERLY TURNER

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Turner, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Beverly Turner known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

Mayor

City Secretary

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
TURNER ADDITION
BLOCK A, LOTS 1, 2 AND 3
BEING 5,000 ACRES OUT OF THE
GWYNN MORRISON SURVEY
ABSTRACT NO. 559
COLLIN COUNTY, TEXAS

OWNER
JOSEPH AND BEVERLY TURNER
3883 C.R. NO. 424
ANNA, TEXAS 75409
(214) 450-0873

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

SCALE 1" = 80'

DATE: OCTOBER 6, 2021

JOB No. 2010-56



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding The Villages of Hurricane Creek, Phase 2, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

267 single-family residential lots and 6 common area lots on 56.2± acres located on the west side of Standridge Boulevard, 310± feet north of Creek Meadow Drive. Zoned: Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line Homes (PD-SF-84/SF-72/SF-60/SF-Z) (Ord. No. 886-2020).

The purpose for the Final Plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) THE VILLAGES OF HURRICANE CREEK, PHASE 2
3. Exhibit A (STAMPED) - Villages of Hurricane Creek Phase 2 Final Plat

APPROVALS:

Lauren Mecke, Planning Manager
Ross Altobelli, Director of Development Services

Created/Initiated - 10/29/2021
Approved - 11/4/2021

Terri Doby, Budget Manager
Jim Proce, City Manager

Approved - 11/4/2021
Final Approval - 11/5/2021



City Limits
ETJ

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK, PHASE 2, FINAL PLAT.

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

WHEREAS, CADG Hurricane Creek, LLC has submitted an application for the approval of The Villages of Hurricane Creek, Phase 2, Final Plat;

WHEREAS, The Villages of Hurricane Creek, Phase 2, Final Plat generally conforms to the approved The Villages of Hurricane Creek, Phase 2, Preliminary Plat;

WHEREAS, The Villages of Hurricane Creek, Phase 2, Final Plat conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves The Villages of Hurricane Creek, Phase 2, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

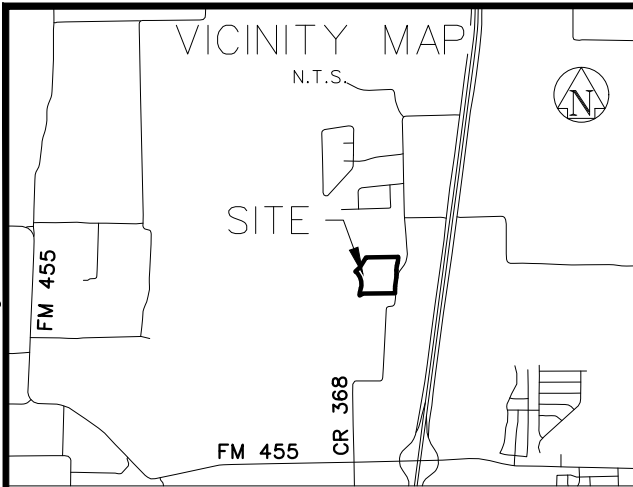
APPROVED:

City Secretary, Carrie L. Land

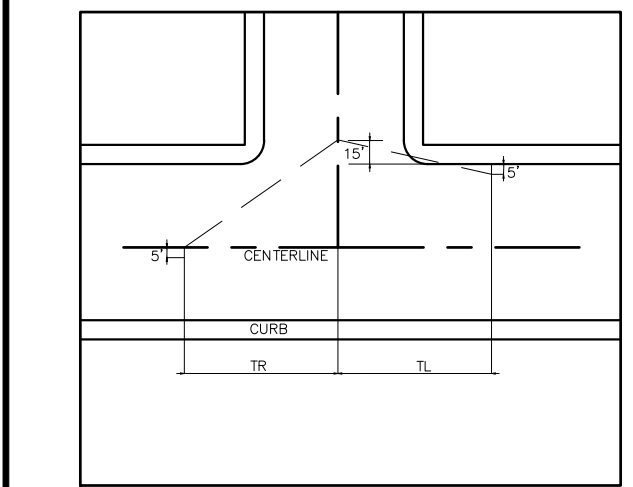
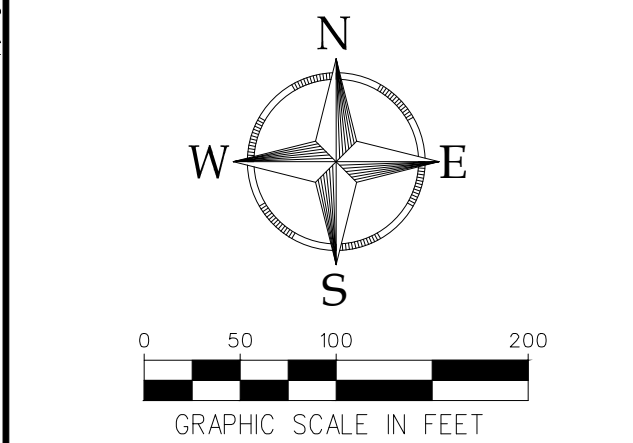
Mayor, Nate Pike

Copyright © 2021 Peloton Land Solutions, Inc.

DWG NAME: CAUSERS\MY05\DESKTOP\GENB001_PAF2.DWG



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - IRS IRON ROD SET
 - IRF IRON ROD FOUND
 - OPRCCT OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 - PRCCT PLAT RECORDS OF COLLIN COUNTY, TEXAS
 - B.L. BUILDING LINE
 - U.E. UTILITY EASEMENT
 - VAM VISIBILITY ACCESS & MAINTENANCE EASEMENT
 - WME WALL MAINTENANCE EASEMENT
 - STREET NAME CHANGE

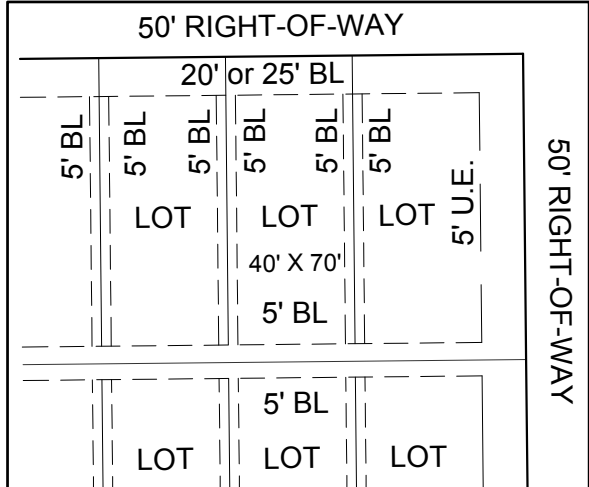
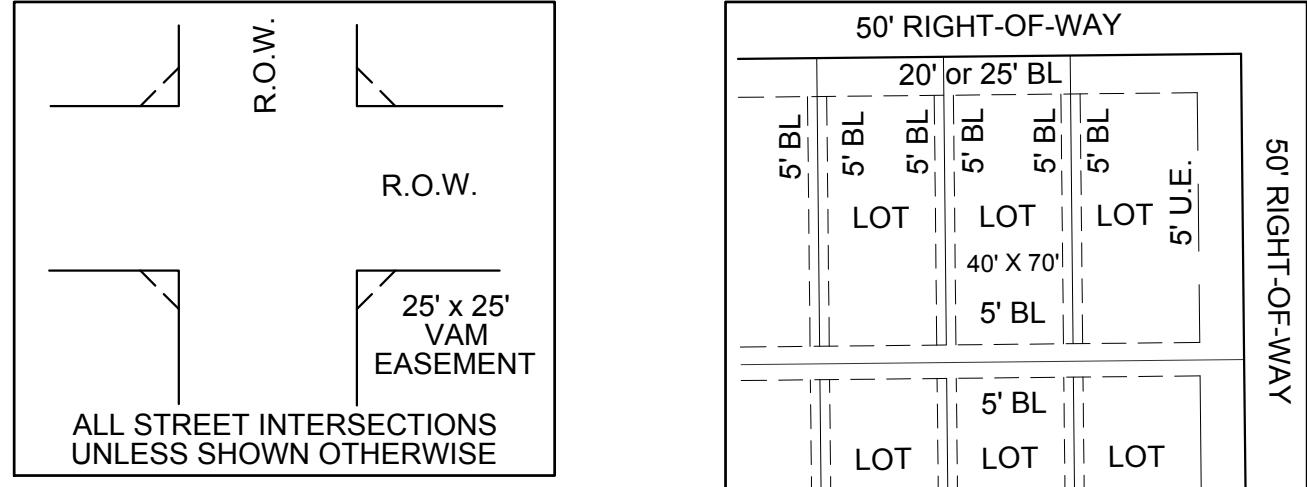


50' ROW DETAIL
MINIMUM SIGHT DISTANCE FOR
A CAR AT AN INTERSECTION
(TYP.) N.T.S.

MPH	I
30	110+200=310
35	130+250=380
40	130+325=475
45	165+400=565
50	190+475=665

NOTES

- THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
- ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELTON" SET, UNLESS NOTED OTHERWISE.
- SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
- NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.



OWNER
CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

**A FINAL PLAT OF
THE VILLAGES OF
HURRICANE CREEK -
PHASE 2**

56.238 ACRES TOTAL
267 RESIDENTIAL LOTS,
6 COMMON AREA LOTS
SITUATED IN THE
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W.S. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

**APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA**

**APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA**

PELTON
LAND SOLUTIONS

11000 FRISCO ST. SUITE 400 FRISCO, TX 76033 PH# 469-213-1800

Job #:	CEN18001
Drawn By:	MFY
Checked By:	CSR
Date:	10/25/2021
Scale:	1" = 100'

**A FINAL PLAT OF VILLAGES OF
HURRICANE CREEK - NORTH, PHASE 2**

56.238 ACRES TOTAL
267 RESIDENTIAL LOTS, 6 NON-RESIDENTIAL LOTS
SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105,
& W.S. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

SHEET
1
OF 3 SHEETS

PELTON
LAND SOLUTIONS

11000 FRISCO ST. SUITE 400 FRISCO, TX 76033 PH# 469-213-1800

Revisions:	Job #:	CEN18001	Drawn By:	MFY	Checked By:	CSR	Date:	10/25/2021	Scale:	1" = 100'
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DWG NAME: C:\USERS\MYOST\DESKTOP\CEMIB001.PA2F.DWG
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LEGAL DESCRIPTION:
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NUMBER 105 AND THE W.S. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO CADG HURRICANE CREEK, LLC KNOWN AS TRACT 2 RECORDED IN INSTRUMENT NUMBER 201505290000631020 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND TO MM ANNA 325, LLC TRACT 1 RECORDED IN INSTRUMENT NUMBER 20190411000386110 AND BEING THE NORTHWEST CORNER OF ONE ANNA TWO ADDITION RECORDED IN INSTRUMENT NUMBER 20210607010002180 OF SAID O.P.R.C.C.T.
THENCE DEPARTING THE SOUTH LINE OF SAID MM ANNA TRACT FOLLOWING THE WEST LINE OF SAID ONE ANNA TWO ADDITION TRACT AND BEING THE WEST LINE OF STANDRIDGE BOULEVARD (A CALLED 80' RIGHT-OF-WAY) THE FOLLOWING BEARINGS AND DISTANCES:
S 02° 05' 48" E, 55.77 TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 205.60 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 44", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 27' 08" W, 204.87 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;
S 14° 47' 37" W, 121.39 FEET TO A 1/2 INCH IRON ROD FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 205.59 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 39", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 28' 09" W, 204.85 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;
S 02° 00' 44" E, 201.29 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 116.43 FEET, THROUGH A CENTRAL ANGLE OF 09° 31' 48", HAVING A RADIUS OF 699.99 FEET, AND A LONG CHORD WHICH BEARS S 02° 49' 59" W, 116.30 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;
S 07° 36' 10" W, 394.08 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 101.69 FEET, THROUGH A CENTRAL ANGLE OF 08° 19' 23", HAVING A RADIUS OF 700.03 FEET, AND A LONG CHORD WHICH BEARS S 03° 23' 47" W, 101.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;
S 00° 46' 53" E, 187.26 FEET TO THE NORTHEAST CORNER OF THE VILLAGES OF HURRICANE CREEK, PHASE 1 RECORDED IN INSTRUMENT NUMBER 2021012000126700 OF SAID O.P.R.C.C.T.;
THENCE FOLLOWING THE NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES:
S 89° 13' 07" W, 1,391.48 FEET;
S 59° 26' 33" W, 165.35 FEET;
THENCE DEPARTING SAID NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 OVER AND ACROSS SAID TRACT 2 THE FOLLOWING BEARINGS AND DISTANCES:
N 00° 46' 53" W, 38.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 111.87 FEET, THROUGH A CENTRAL ANGLE OF 12° 49' 11", HAVING A RADIUS OF 500.00 FEET, AND A LONG CHORD WHICH BEARS N 05° 37' 43" E, 111.64 FEET;
N 12° 02' 18" E, 192.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 748.78 FEET, THROUGH A CENTRAL ANGLE OF 58° 46' 11", HAVING A RADIUS OF 730.00 FEET, AND A LONG CHORD WHICH BEARS N 17° 20' 48" W, 716.38 FEET;
N 46° 43' 54" W, 32.41 FEET;
N 46° 18' 49" E, 276.60 FEET;
N 32° 16' 49" E, 500.47 FEET;
THENCE N 89° 04' 42" E, 1382.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,449,716 SQUARE FEET OR 56.238 ACRES MORE OR LESS.

NOTES:
1. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS.
2. ALL UTILITY EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF COLLIN COUNTY AS SHOWN WITHIN THE LIMITS INDICATED HEREON, UNLESS OTHERWISE NOTED.
3. SIDEWALKS WILL BE PROVIDED PURSUANT TO THE CITY OF ANNA DEVELOPMENT STANDARDS.
4. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
5. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
6. SELLING A PORTION OF THIS PLAT BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7. BLOCKING THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN DRAINAGE EASEMENTS AND FILLINGS OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
8. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUALS OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
9. COLLIN COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
10. COLLIN COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
11. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
12. LOT CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET OR AN "X" CUT SET IN CONCRETE, UNLESS OTHERWISE NOTED. WHEN A RETAINING WALL OR SCREENING FENCE HAS BEEN PLACED AT THE REAR LOT CORNER, A 5/8 INCH IRON ROD MAY BE SET FIVE FEET (5') FROM THE REAR LOT CORNER ALONG THE SIDE LOT LINE.
13. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
14. ALL FENCE, DRAINAGE, AND RETAINING WALL MAINTENANCE EASEMENTS ARE THE RESPONSIBILITY OF THE HOA.

OWNER'S DEDICATION
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT CADG HURRICANE CREEK, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS VILLAGES OF HURRICANE CREEK - NORTH, PHASE 2, AN ADDITION TO COLLIN COUNTY, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, THE STREETS, ALLEYS AND PUBLIC USE AREAS SHOWN HEREON, AND DO HEREBY DEDICATE THE EASEMENTS SHOWN ON THE PLAT FOR THE PURPOSES AS INDICATED TO THE DISTRICTS EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS OF SAID PLAT, AT THE SOLE AND EXCLUSIVE DISCRETION OF THE DISTRICTS AND SUBJECT TO THEIR WRITTEN APPROVAL. UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICTS USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE DISTRICTS TO USE SAID EASEMENTS SHALL HAVE HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS. ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHTS OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.

BY: CADG HURRICANE CREEK, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: _____

KNOW ALL MEN BY THESE PRESENTS:
THAT I, CHARLES STEPHEN RAMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA, TEXAS..
"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Charles Stephen Ramsey, RPLS 6718
Date: 10/25/2021
CHARLES STEPHEN RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6718

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED CHARLES STEPHEN RAMSEY, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: _____

APPROVED THIS _____ DAY OF _____, 2021
BY THE CITY COUNCIL OF ANNA, TEXAS.

MAYOR

CITY SECRETARY

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°49'11"	500.00'	111.87'	N05°37'43"E	111.64'
C2	58°46'11"	730.00'	748.78'	N17°20'48"W	716.38'
C3	16°49'44"	700.00'	205.60'	S06°27'08"W	204.87'
C4	16°49'39"	700.00'	205.59'	S06°28'09"W	204.85'
C5	9°31'48"	699.99'	116.43'	S02°49'59"W	116.30'
C6	8°19'23"	700.03'	101.69'	S03°23'47"W	101.60'
C7	17°01'19"	175.00'	51.99'	N06°27'35"E	51.80'
C8	16°58'59"	1125.00'	333.46'	N06°28'45"E	332.24'
C9	9°36'54"	575.00'	96.49'	N02°47'43"E	96.38'
C10	16°22'11"	396.77'	113.36'	N82°43'25"W	112.97'
C11	56°47'53"	150.00'	148.70'	S60°40'46"W	142.68'
C12	22°14'32"	390.00'	151.40'	S43°24'05"W	150.45'
C13	7°15'36"	300.00'	38.01'	S87°17'30"E	37.99'
C14	41°36'32"	225.00'	163.40'	S70°07'02"E	159.83'
C15	46°48'07"	250.00'	204.21'	S25°51'50"E	198.58'
C16	33°26'27"	400.00'	233.46'	N73°58'58"W	230.16'
C17	8°27'17"	575.00'	84.85'	S36°30'28"W	84.77'
C18	31°58'19"	575.00'	320.86'	S16°17'40"W	316.71'
C19	11°51'35"	875.22'	181.16'	S06°06'27"W	180.84'
C20	15°09'37"	600.00'	158.76'	S82°06'41"E	158.30'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	17°28'52"	1245.00'	379.85'	S83°16'18"E	378.38'
C22	80°23'32"	50.00'	70.16'	N47°47'30"E	64.54'
C23	9°36'28"	600.00'	100.61'	N02°47'30"E	100.49'
C24	9°36'28"	268.57'	45.04'	N87°12'30"W	44.98'
C25	15°25'55"	975.00'	262.60'	N84°17'47"W	261.81'
C26	3°11'53"	1000.00'	55.82'	N11°49'14"E	55.81'
C27	80°00'20"	10.50'	14.66'	N32°24'00"W	13.50'
C28	20°54'15"	50.00'	18.24'	N02°48'59"W	18.14'
C29	21°33'55"	50.00'	18.82'	S81°13'47"E	18.71'
C30	80°00'25"	10.50'	14.66'	N27°57'53"W	13.50'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N82°24'31"W	25.00'
L2	N75°09'23"W	24.03'
L3	S54°31'21"W	35.25'
L4	S49°18'46"E	49.95'
L5	S77°57'43"E	25.00'
L6	N54°19'09"E	32.47'
L7	N82°24'16"W	16.21'
L8	N76°34'50"W	13.69'
L9	S80°38'03"E	61.39'
L10	S89°17'48"W	60.46'

LINE TABLE		
NO.	BEARING	LENGTH
L11	N40°27'07"E	75.06'
L12	S21°15'39"W	50.94'
L13	N07°48'14"E	64.25'
L14	N89°17'48"E	65.49'
L15	N87°59'16"E	71.96'
L16	N06°02'10"E	35.54'
L17	N04°24'41"W	14.79'
L18	N07°35'22"E	35.53'
L19	N02°00'44"W	57.06'

A FINAL PLAT OF VILLAGES OF
HURRICANE CREEK - NORTH, PHASE 2
56.238 ACRES TOTAL
267 RESIDENTIAL LOTS, 6 NON-RESIDENTIAL LOTS
SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105,
& W.S. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON

LAND SOLUTIONS

11000 FRISCO ST, SUITE 400 FRISCO, TX 75033 PH# 469-213-1800

Revisions:

CEN18001

MFY

Drawn By:

CSR

Checked By:

10/25/2021

Date:

N/A

Scale:

SHEET

2

OF 3 SHEETS

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

A FINAL PLAT OF
THE VILLAGES OF
HURRICANE CREEK -
PHASE 2
56.238 ACRES TOTAL
267 RESIDENTIAL LOTS,
6 COMMON AREA LOTS
SITUATED IN THE
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W.S. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER
CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE		
PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES
BLOCK A, LOT 1	9707	0.22	BLOCK B, LOT 7	4400	0.10	BLOCK C, LOT 10	5567	0.13	BLOCK D, LOT 22	4683	0.11	BLOCK E, LOT 10	6222	0.14	BLOCK F, LOT 1	10765	0.25	BLOCK F, LOT 25	6119	0.14	BLOCK G, LOT 18	5964	0.14
BLOCK A, LOT 2	8655	0.20	BLOCK B, LOT 8	4400	0.10	BLOCK C, LOT 11	6125	0.14	BLOCK D, LOT 23	5721	0.13	BLOCK E, LOT 11	6232	0.14	BLOCK F, LOT 2	6956	0.16	BLOCK F, LOT 26	6689	0.15	BLOCK G, LOT 19	9009	0.21
BLOCK A, LOT 3	7785	0.18	BLOCK B, LOT 9	4400	0.10	BLOCK D, LOT 1	4393	0.10	BLOCK D, LOT 24	6385	0.15	BLOCK E, LOT 12	6243	0.14	BLOCK F, LOT 3	6209	0.14	BLOCK F, LOT 27	7569	0.17	BLOCK H, LOT 1	7543	0.17
BLOCK A, LOT 4	6788	0.16	BLOCK B, LOT 10	4400	0.10	BLOCK D, LOT 2	4400	0.10	BLOCK D, LOT 25	5986	0.14	BLOCK E, LOT 13	6254	0.14	BLOCK F, LOT 4	5804	0.13	BLOCK F, LOT 28	8751	0.20	BLOCK H, LOT 2	5950	0.14
BLOCK A, LOT 5	6092	0.14	BLOCK B, LOT 11	4400	0.10	BLOCK D, LOT 2X	2928	0.07	BLOCK D, LOT 26	5500	0.13	BLOCK E, LOT 14	6264	0.14	BLOCK F, LOT 5	5500	0.13	BLOCK F, LOT 29	8045	0.18	BLOCK H, LOT 3	5950	0.14
BLOCK A, LOT 6	5830	0.13	BLOCK B, LOT 12	4400	0.10	BLOCK D, LOT 3	4400	0.10	BLOCK D, LOT 27	5500	0.13	BLOCK E, LOT 15	6251	0.14	BLOCK F, LOT 5X	4189	0.10	BLOCK F, LOT 30	6779	0.16	BLOCK H, LOT 4	5950	0.14
BLOCK A, LOT 6X	1416	0.03	BLOCK B, LOT 13	4400	0.10	BLOCK D, LOT 3X	14598	0.34	BLOCK D, LOT 28	5500	0.13	BLOCK E, LOT 16	7069	0.16	BLOCK F, LOT 6	5500	0.13	BLOCK F, LOT 31	5897	0.14	BLOCK H, LOT 5	5950	0.14
BLOCK A, LOT 7	5830	0.13	BLOCK B, LOT 14	4400	0.10	BLOCK D, LOT 4	4400	0.10	BLOCK D, LOT 29	5500	0.13	BLOCK E, LOT 17	6713	0.15	BLOCK F, LOT 7	5500	0.13	BLOCK F, LOT 32	6710	0.15	BLOCK H, LOT 6	5950	0.14
BLOCK A, LOT 8	5830	0.13	BLOCK B, LOT 15	4400	0.10	BLOCK D, LOT 5	4400	0.10	BLOCK D, LOT 30	5500	0.13	BLOCK E, LOT 18	5980	0.14	BLOCK F, LOT 8	5500	0.13	BLOCK G, LOT 1	7216	0.17	BLOCK H, LOT 7	5950	0.14
BLOCK A, LOT 9	5830	0.13	BLOCK B, LOT 16	4400	0.10	BLOCK D, LOT 6	4400	0.10	BLOCK D, LOT 31	5500	0.13	BLOCK E, LOT 19	5980	0.14	BLOCK F, LOT 9	5500	0.13	BLOCK G, LOT 2	5743	0.13	BLOCK H, LOT 8	5950	0.14
BLOCK A, LOT 10	5830	0.13	BLOCK B, LOT 17	4400	0.10	BLOCK D, LOT 7	4400	0.10	BLOCK D, LOT 32	5500	0.13	BLOCK E, LOT 20	5980	0.14	BLOCK F, LOT 10	5500	0.13	BLOCK G, LOT 3	6363	0.15	BLOCK H, LOT 9	5950	0.14
BLOCK A, LOT 11	5830	0.13	BLOCK B, LOT 18	4400	0.10	BLOCK D, LOT 8	4400	0.10	BLOCK D, LOT 33	5500	0.13	BLOCK E, LOT 21	5980	0.14	BLOCK F, LOT 11	5500	0.13	BLOCK G, LOT 4	7106	0.16	BLOCK H, LOT 10	7063	0.16
BLOCK A, LOT 12	6364	0.15	BLOCK B, LOT 19	4760	0.11	BLOCK D, LOT 9	4400	0.10	BLOCK D, LOT 34	5500	0.13	BLOCK E, LOT 22	5980	0.14	BLOCK F, LOT 12	5679	0.13	BLOCK G, LOT 5	7218	0.17	BLOCK H, LOT 11	7040	0.16
BLOCK A, LOT 13	7866	0.18	BLOCK B, LOT 20	4982	0.11	BLOCK D, LOT 10	4400	0.10	BLOCK D, LOT 35	5500	0.13	BLOCK E, LOT 23	5980	0.14	BLOCK F, LOT 13	6855	0.16	BLOCK G, LOT 6	7110	0.16	BLOCK H, LOT 12	6153	0.14
BLOCK A, LOT 14	9297	0.21	BLOCK B, LOT 21	6289	0.14	BLOCK D, LOT 11	4400	0.10	BLOCK D, LOT 36	5500	0.13	BLOCK E, LOT 24	5980	0.14	BLOCK F, LOT 14	9273	0.21	BLOCK G, LOT 7	7118	0.16	BLOCK H, LOT 13	6216	0.14
BLOCK A, LOT 15	7416	0.17	BLOCK C, LOT 1	5749	0.13	BLOCK D, LOT 12	4400	0.10	BLOCK D, LOT 37	5500	0.13	BLOCK E, LOT 25	5980	0.14	BLOCK F, LOT 15	7491	0.17	BLOCK G, LOT 8	6890	0.16	BLOCK H, LOT 14	6279	0.14
BLOCK A, LOT 16	5529	0.13	BLOCK C, LOT 2	6074	0.14	BLOCK D, LOT 13	4400	0.10	BLOCK E, LOT 1	8266	0.19	BLOCK E, LOT 26	5980	0.14	BLOCK F, LOT 16	5882	0.14	BLOCK G, LOT 9	6204	0.14	BLOCK H, LOT 15	6342	0.15
BLOCK A, LOT 17	5500	0.13	BLOCK C, LOT 3	6216	0.14	BLOCK D, LOT 14	4400	0.10	BLOCK E, LOT 2	7249	0.17	BLOCK E, LOT 27	5980	0.14	BLOCK F, LOT 17	5997	0.14	BLOCK G, LOT 10	6473	0.15	BLOCK H, LOT 16	6405	0.15
BLOCK A, LOT 18	6050	0.14	BLOCK C, LOT 4	6386	0.15	BLOCK D, LOT 15	4400	0.10	BLOCK E, LOT 3	7144	0.16	BLOCK E, LOT 28	5980	0.14	BLOCK F, LOT 18	5848	0.13	BLOCK G, LOT 11	7369	0.17	BLOCK H, LOT 17	6736	0.15
BLOCK B, LOT 1	4950	0.11	BLOCK C, LOT 4X	17113	0.39	BLOCK D, LOT 16	4400	0.10	BLOCK E, LOT 4	6236	0.14	BLOCK E, LOT 29	5980	0.14	BLOCK F, LOT 19	5565	0.13	BLOCK G, LOT 12	6555	0.15	BLOCK H, LOT 18	6627	0.15
BLOCK B, LOT 2	4400	0.10	BLOCK C, LOT 5	6392	0.15	BLOCK D, LOT 17	4400	0.10	BLOCK E, LOT 5	6168	0.14	BLOCK E, LOT 30	5980	0.14	BLOCK F, LOT 20	5500	0.13	BLOCK G, LOT 13	6800	0.16	BLOCK H, LOT 19	6380	0.15
BLOCK B, LOT 3	4400	0.10	BLOCK C, LOT 6	6212	0.14	BLOCK D, LOT 18	4400	0.10	BLOCK E, LOT 6	6179	0.14	BLOCK E, LOT 31	6762	0.16	BLOCK F, LOT 21	5500	0.13	BLOCK G, LOT 14	7046	0.16	BLOCK H, LOT 20	7053	0.16
BLOCK B, LOT 4	4400	0.10	BLOCK C, LOT 7	6025	0.14	BLOCK D, LOT 19	4400	0.10	BLOCK E, LOT 7	6189	0.14	BLOCK E, LOT 32	7042	0.16	BLOCK F, LOT 22	5500	0.13	BLOCK G, LOT 15	6997	0.16	BLOCK J, LOT 1	6840	0.16
BLOCK B, LOT 5	4400	0.10	BLOCK C, LOT 8	5885	0.14	BLOCK D, LOT 20	4400	0.10	BLOCK E, LOT 8	6200	0.14	BLOCK E, LOT 33	7408	0.17	BLOCK F, LOT 23	5531	0.13	BLOCK G, LOT 16	6653	0.15	BLOCK J, LOT 2	6102	0.14
BLOCK B, LOT 6	4400	0.10	BLOCK C, LOT 9	5792	0.13	BLOCK D, LOT 21	4733	0.11	BLOCK E, LOT 9	6211	0.14	BLOCK E, LOT 34	7582	0.17	BLOCK F, LOT 24	5826	0.13	BLOCK G, LOT 17	6308	0.14	BLOCK J, LOT 3	6102	0.14

PARCEL TABLE			PARCEL TABLE		
PARCEL	SQ. FT.	ACRES	PARCEL	SQ. FT.	ACRES
BLOCK K, LOT 7	8476	0.19	BLOCK K, LOT 32	5539	0.13
BLOCK K, LOT 8	6514	0.15	BLOCK K, LOT 33	5817	0.13
BLOCK K, LOT 9	6409	0.15	BLOCK K, LOT 34	5984	0.14
BLOCK K, LOT 10	6682	0.15	BLOCK K, LOT 35	5750	0.13
BLOCK K, LOT 11	6428	0.15	BLOCK K, LOT 36	6437	0.15
BLOCK K, LOT 12	5989	0.14	BLOCK K, LOT 37	6411	0.15
BLOCK K, LOT 13	5785	0.13	BLOCK K, LOT 38	6146	0.14
BLOCK K, LOT 14	5693	0.13	BLOCK K, LOT 39	6016	0.14
BLOCK K, LOT 15	5653	0.13	BLOCK K, LOT 40	5500	0.13
BLOCK K, LOT 16	5631	0.13	BLOCK K, LOT 41	5500	0.13
BLOCK K, LOT 17	5631	0.13	BLOCK K, LOT 42	5500	0.13
BLOCK K, LOT 18	5631	0.13	BLOCK K, LOT 43	5500	0.13
BLOCK K, LOT 19	5589	0.13	BLOCK K, LOT 44	5500	0.13
BLOCK K, LOT 20	5504	0.13	BLOCK K, LOT 45	5527	0.13
BLOCK K, LOT 21	5500	0.13	BLOCK K, LOT 46	6176	0.14
BLOCK K, LOT 22	5500	0.13	BLOCK K, LOT 47	5501	0.13
BLOCK K, LOT 23	5673	0.13	BLOCK K, LOT 48	5501	0.13
BLOCK K, LOT 24	5769	0.13	BLOCK K, LOT 49	5501	0.13
BLOCK K, LOT 25	5714	0.13	BLOCK K, LOT 50	5500	0.13
BLOCK K, LOT 26	5632	0.13	BLOCK K, LOT 51	5571	0.13
BLOCK K, LOT 27	5677	0.13	BLOCK K, LOT 52	5766	0.13
BLOCK K, LOT 28	5522	0.13	BLOCK K, LOT 53	5721	0.13
BLOCK K, LOT 29	5499	0.13	BLOCK K, LOT 54	6163	0.14
BLOCK K, LOT 30	5499	0.13	ROW	470022	10.79
BLOCK K, LOT 31	5499	0.13			

OWNER
CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

A FINAL PLAT OF
THE VILLAGES OF
HURRICANE CREEK -
PHASE 2

56.238 ACRES TOTAL
267 RESIDENTIAL LOTS,
6 COMMON AREA LOTS
SITUATED IN THE
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W.S. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

Revisions:

CEN18001

MRY

CSR

10/25/2021

N/A

A FINAL PLAT OF VILLAGES OF
HURRICANE CREEK - NORTH, PHASE 2
56.238 ACRES TOTAL
267 RESIDENTIAL LOTS, 6 NON-RESIDENTIAL LOTS
SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105,
& W.S. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON
LAND SOLUTIONS

11000 FRISCO ST. SUITE 400 FRISCO,
TX 76033 PH# 469-213-1800

SHEET

3

OF 3 SHEETS



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Vaquero DG Westminster Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Department store on one lot on 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862. Zoned: General Commercial (C-2).

The purpose for the Final Plat is to dedicate lot and block boundaries, and easements necessary for the development of a department store.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) VAQUERO DG WESTMINSTER ADDITION, BLOCK A, LOT 1
3. Exhibit A (STAMPED)- Final Plat

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



Subject Property



City Limits



Parcels



ETJ



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VAQUERO DG WESTMINSTER ADDITION, BLOCK A, LOT 1, FINAL PLAT.

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

WHEREAS, Westminster 121 Associates have submitted an application for the approval of the Vaquero DG Westminster Addition, Block A, Lot 1, Final Plat;

WHEREAS, the Vaquero DG Westminster Addition, Block A, Lot 1, Final Plat generally conforms to the approved Vaquero DG Westminster Addition, Block A, Lot 1, Preliminary Plat;

WHEREAS, the Vaquero DG Westminster Addition, Block A, Lot 1, Final Plat conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Vaquero DG Westminster Addition, Block A, Lot 1, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Westminster 121 Associates, a California General Partnership, is the owner of that tract of land situated in the Samuel Craft Jr. Survey, Abstract Number 165, City of Anna, Collin County, Texas, being a portion of that certain tract of land described in the deed to Westminster 121 Associates, a California General Partnership, recorded in Volume 3235, Page 715, Deed Records, Collin County, Texas, the subject tract is more particularly described as follows:

Beginning at a 5/8" capped rebar stamped "TXDOT ROW" found at the most northern southeast corner of a tract of land described as "Parcel 9" in the deed to the State of Texas recorded under Instrument Number 20190403000351130, Official Public Records, Collin County, Texas, from which the northeast corner of the said Westminster tract bears NORTH 35°30'34" WEST, a distance of 19.99 feet;

THENCE with the perimeter and to the corners of the said Parcel 9, and through the interior of the Westminster tract, the following calls:

- NORTH 65°19'18" EAST, a distance of 124.66 feet to a 5/8" capped rebar stamped "TXDOT ROW";
- NORTH 54°20'30" EAST, a distance of 215.42 feet to a found 5/8" capped rebar stamped "TXDOT ROW";
- SOUTH 59°32'19" EAST, a distance of 40.48 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the beginning of a non-tangent curve to the left (concave east), having a radius of 5,619.58 feet, and a chord that bears SOUTH 07°32'38" WEST, a distance of 138.86 feet;
- Southerly along said curve, an arc length of 138.87 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the end of the curve;
- SOUTH 08°15'06" WEST, a distance of 94.35 feet to a found 5/8" capped rebar stamped "TXDOT ROW";
- SOUTH 03°03'25" WEST, a distance of 222.57 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the south line of the Westminster tract;

THENCE with the perimeter and to the corners of the Westminster tract, the following bearing and distances:

- NORTH 89°33'28" WEST, a distance of 212.41 feet to a found 1/2 inch rebar with a damaged cap;
- NORTH 48°38'02" WEST, a distance of 148.44 feet to a found 1/2 inch rebar;
- NORTH 47°58'09" EAST, a distance of 151.11 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

THENCE NORTH 35°30'34" WEST, continuing with the perimeter of the Westminster tract, a distance of 117.04 feet returning to the Point of Beginning and enclosing 2.453 acres (±106, 839 Square Feet).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Westminster 121 Associates, a California General Partnership, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Lot 1, Block A, **Vaquero DG Westminster Addition**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public or private utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by private utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

Witness my hand this the ____ day of _____, 20____.

By: Westminster 121 Associates, a California General Partnership

By: Randers Company , Its Managing General Partner

Todd Lockway, President of Westgold Financial

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Todd Lockway**, President of Westgold Financial, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public in and for _____ County

SURVEYOR'S CERTIFICATION

I, Jewel Chadd, do hereby certify that this plat has been prepared from an actual and accurate field survey of the land under my personal supervision on May 26, 2021, and that all information shown is true and correct; and that all monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

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

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
Date: TBD

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared **Jewel Chadd**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public in and for Tarrant County

LEGEND OF SYMBOLS

Fire Lane & Utility Easement (F.L.U.E.)

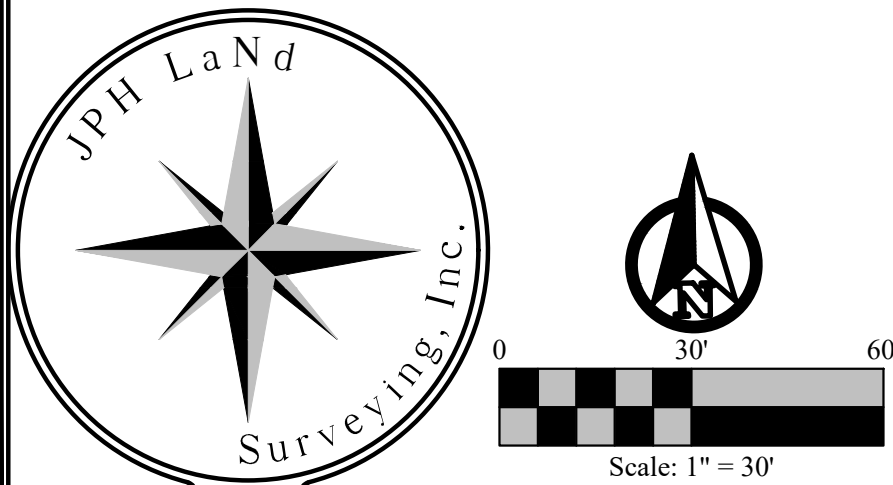
MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

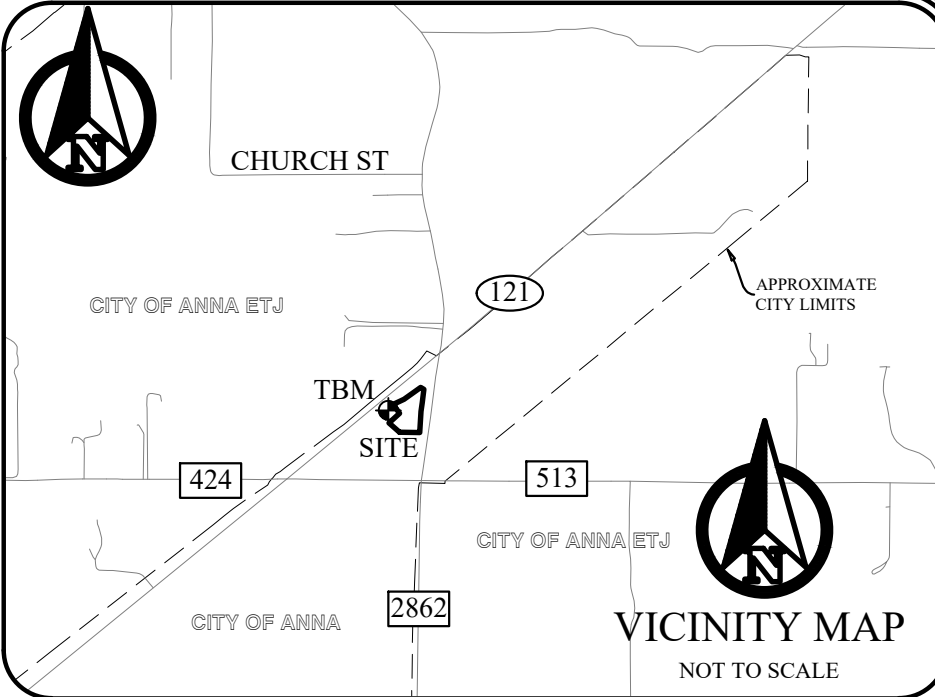
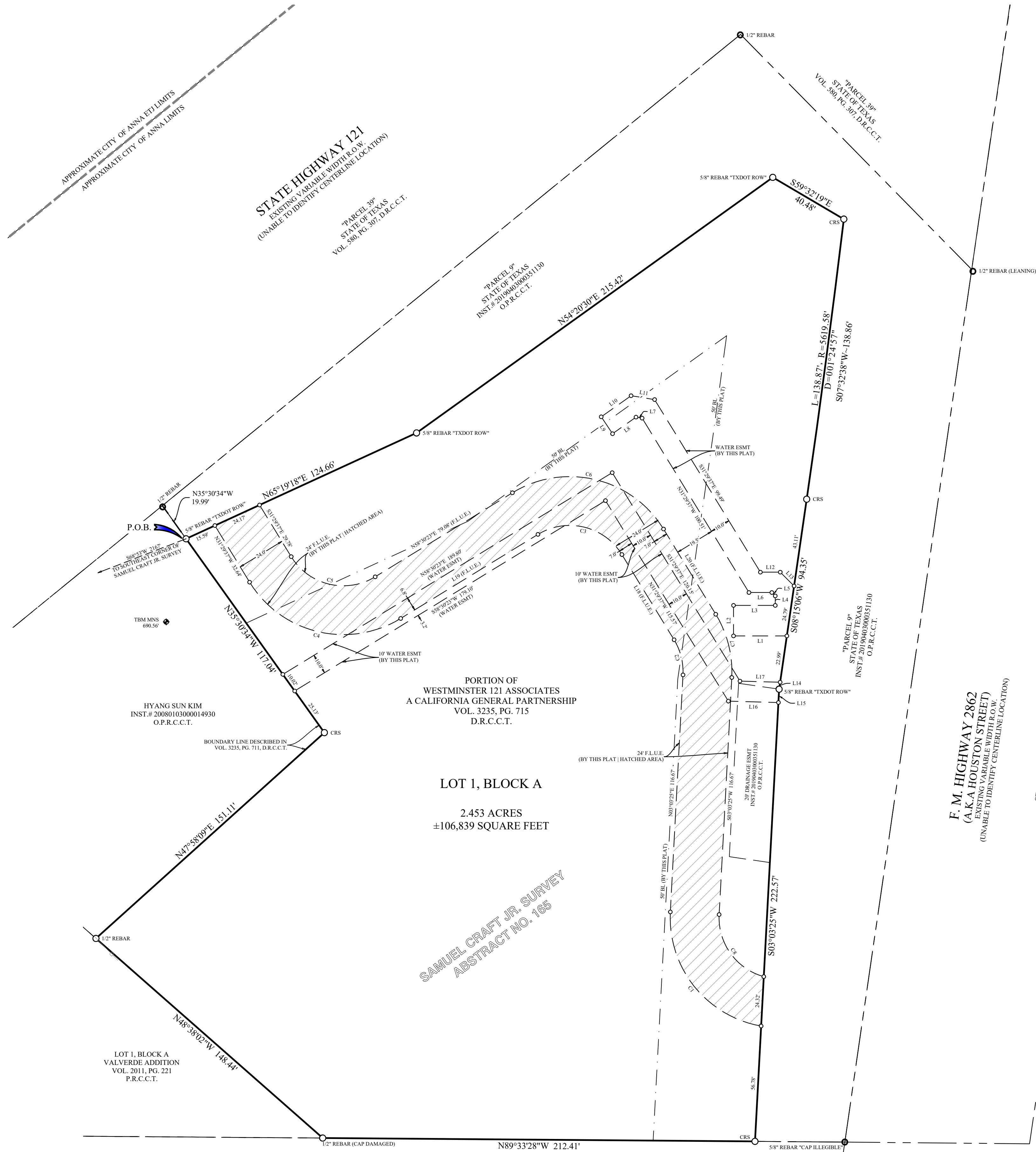
- CRS 1/2" rebar stamped "JPH Land Surveying" set
 - MNS Mag nail & washer stamped "JPH Land Surveying" set
 - TBM Site benchmark
 - Vertex or common point (not a monument)
- Coordinate values, if shown, are US.SyFt./TxCS/'83,NCZ
Bearings are based on the TxCS/'83,NCZ
Distances & areas shown are represented in surface values

LEGEND OF ABBREVIATIONS

US.SyFt. United States Survey Feet
TxCS/'83,NCZ Texas Coordinate System of 1983, North Central Zone
P.R.C.C.T. Plat Records of Collin County, Texas
O.P.R.C.C.T. Official Public Records of Collin County, Texas
D.R.C.C.T. Deed Records of Collin County, Texas
VOL/Pg/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
R.O.W./A.K.A. Right of Way/Also Known As
ETJ Extraterritorial Jurisdiction
F.L.U.E. Fire Lane & Utility Easement



JPH Job/Drawing No. (see below)
2021.022.033 DG 1.54 Ac. FM 2862, (Westminster), Collin Co., Tx - F-Plat.dwg
© 2021 JPH Land Surveying, Inc. - All Rights Reserved
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867
DFW-Houston | Central Texas | West Texas



Line Data Table

Line #	Bearing	Distance
L1	N90°00'00\"W	26.21'
L2	N00°00'00\"E	15.00'
L3	N90°00'00\"E	20.50'
L4	N00°00'00\"E	4.66'
L5	N45°00'00\"W	2.36'
L6	N90°00'00\"W	11.24'
L7	N80°39'30\"W	3.04'
L8	S54°45'22\"W	14.12'
L9	N33°47'27\"W	10.00'
L10	N54°45'22\"E	17.97'
L11	S80°39'30\"E	11.72'
L12	N90°00'00\"E	9.78'
L13	S45°00'00\"E	9.61'
L14	S08°15'06\"W	3.47'
L15	S03°03'25\"W	6.56'
L16	N88°25'51\"W	24.61'
L17	S88°25'51\"E	19.76'
L18	N31°29'37\"W	49.11'
L19	S58°30'23\"W	79.08'
L20	S31°29'37\"E	49.11'

Curve Data Table

Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	78.35'	54.00'	083°07'53\"	N38°30'31\"W	71.66'
C2	18.09'	30.00'	034°33'02\"	N14°13'06\"W	17.82'
C3	47.12'	30.00'	090°00'00\"	N76°29'37\"W	42.43'
C4	84.82'	54.00'	090°00'00\"	N76°29'37\"W	76.37'
C5	47.12'	30.00'	090°00'00\"	S76°29'37\"E	42.43'
C6	84.82'	54.00'	090°00'00\"	S76°29'37\"E	76.37'
C7	32.56'	54.00'	034°33'02\"	S14°13'06\"E	32.07'
C8	40.61'	30.00'	077°34'07\"	S35°43'38\"E	37.58'

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

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

Mayor, City of Anna City Secretary

FINAL PLAT
LOT 1, BLOCK A
Vaquero DG WESTMINSTER ADDITION
BEING A 2.453 ACRES TRACT
SITUATED IN THE SAMUEL CRAFT JR. SURVEY, ABSTRACT NO. 165
CITY OF ANNA, COLLIN COUNTY, TEXAS

PREPARED: OCTOBER 2021

OWNER:

Westminster 121 Associates
a California general partnership
79687 Country Club Drive Suite 201
Bermuda Dunes, California 92203

PREPARED BY:

Jewel Chadd, R.P.L.S.
JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
Phone: (817) 431-4971

DEVELOPER:

Vaquero DG Westminster Partners, LP
2900 Wingate Street Suite 200
Fort Worth, TX 76107
Phone: (512) 983-1793



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Vaquero DG Westminster Addition, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Department store on one lot on 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862. Zoned: General Commercial (C-2).

The purpose of the site plan is to show the proposed department store development and related site improvements.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

ATTACHMENTS:

1. Locator
2. RESOLUTION - (SP) Vaquero DG Westminster Addition, Block A, Lot 1
3. Exhibit A (STAMPED) - Site Plan

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



Subject Property



City Limits



Parcels



ETJ



SAM RAYBURN MEMORIAL HWY

N STATE HIGHWAY 421

FM 2862

8145

C-2

7501

7522

7504

C-2 (SUP)

7500

FM 2862

8261

COUNTY ROAD 513

COUNTY ROAD 513

COUNTY ROAD 513

SF-E

FM 2862

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF VAQUERO DG WESTMINSTER 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 Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Westminster 121 Associates have submitted an application for the approval of the Vaquero DG Westminster Addition, Block A, Lot 1, Site Plan;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Site Plan

The City Council hereby approves the Vaquero DG Westminster Addition, Block A, Lot 1, Site Plan attached hereto as Exhibit A.

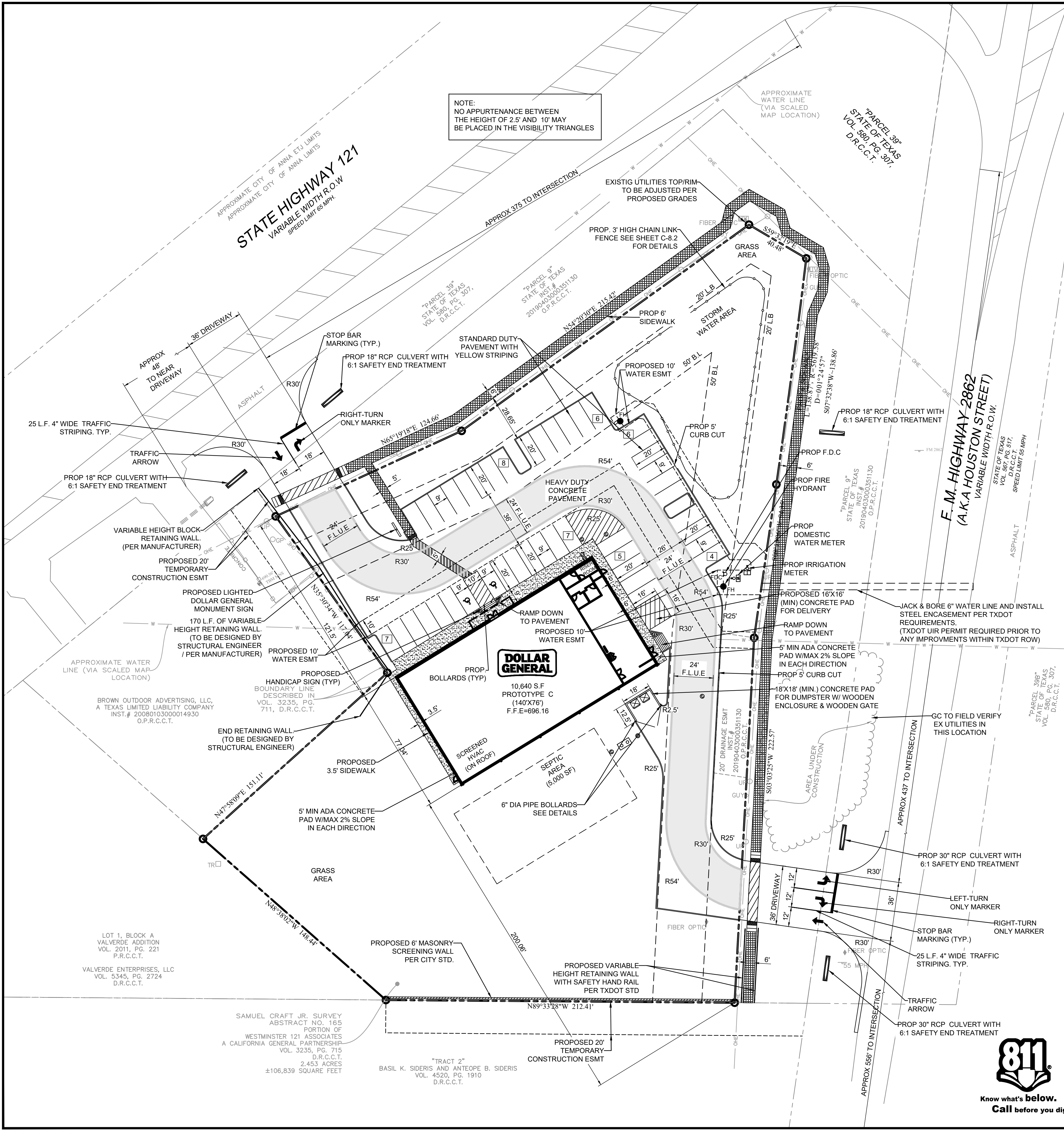
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



EXISTING LEGEND

LEGEND OF SYMBOLS

air conditioner
borehole
cable tv
electric meter
fence or handrail
fire dept. connection
fire hydrant
fire lane
guard rail
grease trap
bollard
grate inlet
gas meter
gas line
utility pole anchor
irrigation valve
landscape or tree line
landscape electric box
landscape light
light pole
mailbox
monitoring well
overhead utility lines
pool equipment
road sign
roof drain
silt fence
spot elevation
sanitary sewer manhole

sanitary sewer pipe
storm water manhole
storm water pipe
tank fill lid
telephone manhole
traffic signal pole
unknown manhole
utility clean out
utility cabinet
utility vault
utility markings (line color = color of markings)
utility pole
utility pole with riser
utility sign
water shutoff
water valve
water manhole
water meter
well
water line
one-foot contour lines
tree trunk (with canopy)
caliper inches at breast height
ornamental tree
multiple trunks
Google 360 Hyperlink

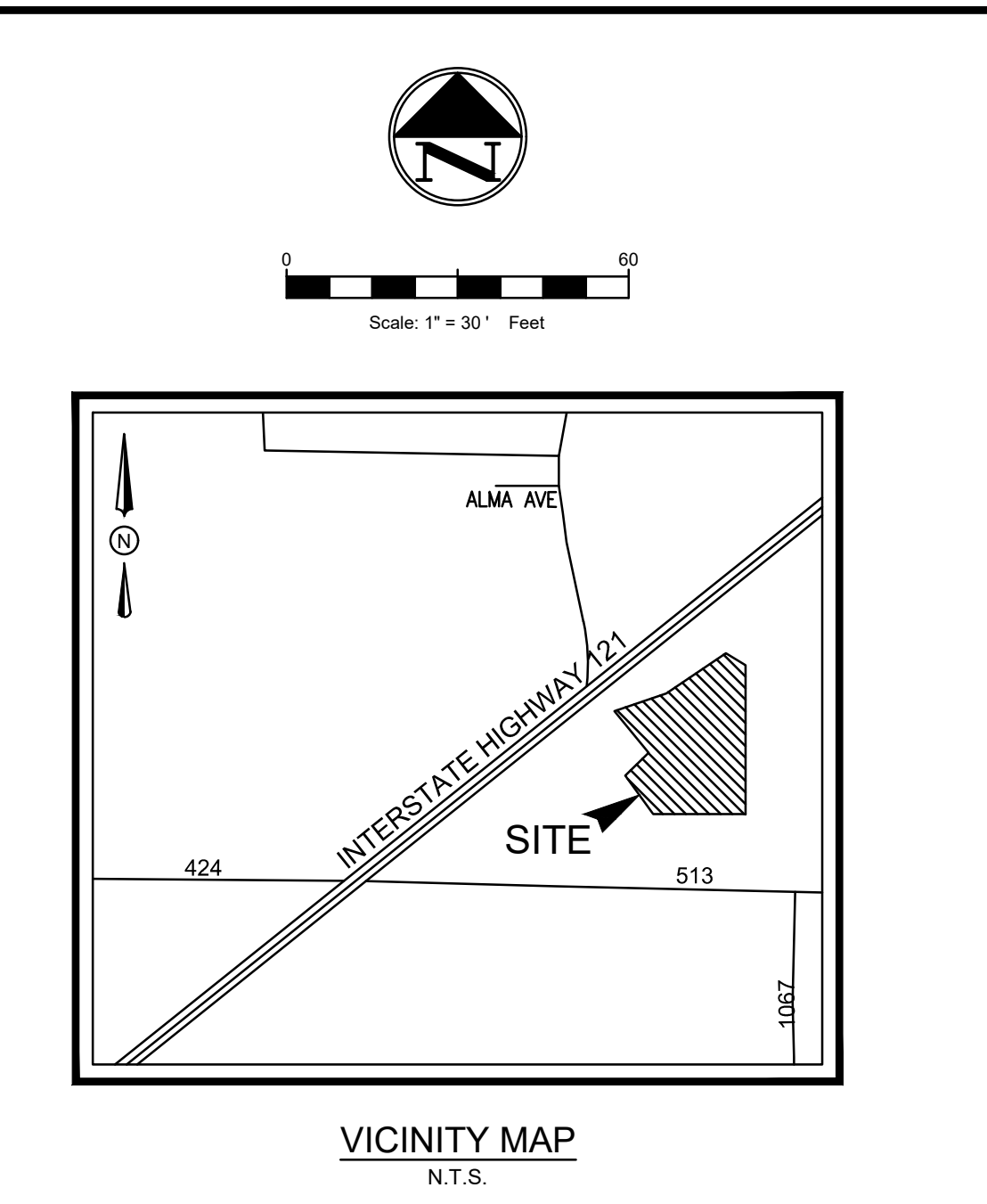
subject to interpretation, verification may be required.

SITE LEGEND

CONCRETE CURB
SAW-CUT LINE
FENCE
FIRE LANE
STRIPING
PUBLIC SIDEWALK
FIRE LANE HATCH
PARKING SPACES
MONUMENT/PYLON SIGN
WHEEL STOPS
HANDICAP LOGO
HANDICAP SIGN
RAMP
CITY STANDARD RAMP
BARRIER FREE RAMP
BOLLARD
TRAFFIC ARROW
FIRE HYDRANT
DUMPSTER
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
SANITARY SEWER DOUBLE CLEANOUT
SANITARY SEWER SAMPLE PORT
GREASE TRAP
DOMESTIC WATER METER

SITE DATA SUMMARY TABLE	
SITE ACREAGE:	2.453 ACRES (106,839 S.F.)
ZONING:	SF-E (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING:	COMMERCIAL
PROPOSED USE:	RETAIL STORE-DOLLAR GENERAL
BUILDING AREA:	10,640 S.F.
NUMBER OF STORIES:	1
BUILDING HEIGHT:	26'-11"
BUILDING COVERAGE:	9.9 %
FLOOR AREA RATIO:	.09
NUMBER OF GUEST ROOMS:	N/A
IMPERVIOUS AREA:	41474 S.F. (38.82 %)
PERVIOUS/LANDSCAPE AREA:	65365 S.F. (61.18 %)
REGULAR PARKING REQUIRED:	43 SPACES
HANDICAP PARKING PROVIDED:	2 SPACES (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	2 SPACES (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	43 SPACES

NO.	DATE	DESCRIPTION	BY
1	08-18-21	1st CITY SUBMITTAL	KP
2	10-21-21	REVISED PER CITY COMMENTS	.
.	.	.	.
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.	.	.	.
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.	.	.	.
.	.	.	.
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- SITE GENERAL NOTES**
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
 - THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
 - WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
 - ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
 - THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
 - THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
 - ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.
 - ALL LAWNS FROM FACE OF THE BUILDING AND ON THE SIDE WHERE THERE IS PARKING OR A STREET ARE REQUIRED TO BE FULLY SODDED ALL OTHER LANDSCAPE AREAS TO RECEIVE SEED.
- APPROVED**
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA
- APPROVED**
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

FLOOD PLAIN NOTE

THIS PROPERTY LIES WITHIN ZONE (S) X OF THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS. MAP NO 48085C0180J, DATED 2009/06/02, VIA SCALED MAP LOCATION AND GRAPHIC PLOTTING AND/OR THE NATIONAL FLOOD HAZARD LAYER (NFHL) WEB MAP SERVICE (WMS) AT <http://hazards.fema.gov>.

SITE PLAN
VAQUERO DG WESTMINSTER ADDITION
BLOCK A, LOT 1
2.453 ACRES
SAMUEL CRAFT JR. SURVEY, ABS #165
CITY OF ANNA, COLLIN COUNTY

TRIANGLE ENGINEERING LLC
T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	AR	07-18-21	SCALE BAR	090-21	C-3.0

TX. P.E. FIRM #11525



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna/121 Land Holdings Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Vacant lot on 42.3± acres located at the southwest corner of State Highway 121 and County Road 526. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Final Plat is to dedicate lot and block boundaries, right-of-way, and easements necessary for future development.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

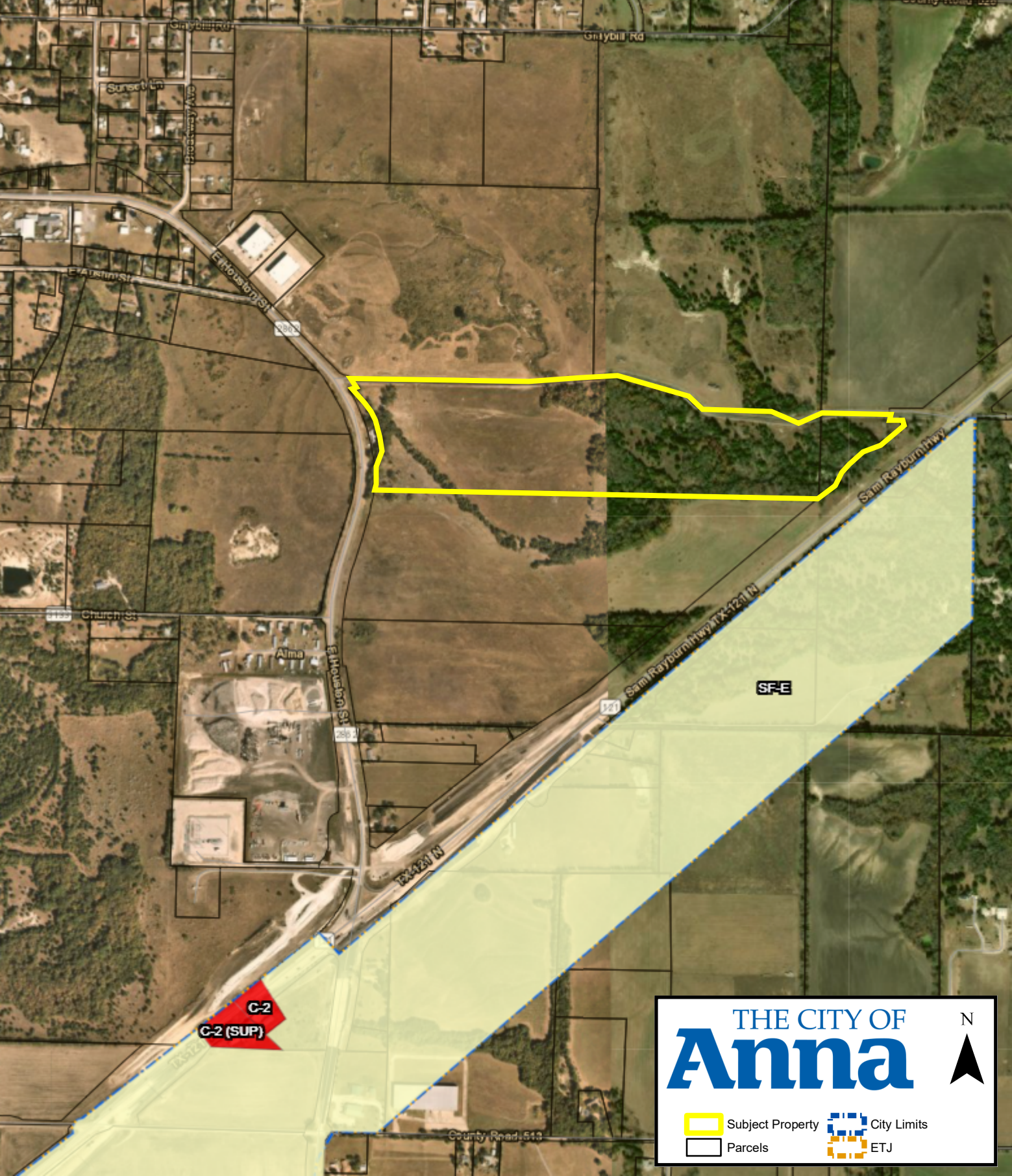
ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) Anna 121 Land Holdings Addition, Block A, Lot 1
3. Exhibit A (STAMPED) - Anna North 42 ACRES (6) (1)

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



THE CITY OF

Anna

N

Subject Property

City Limits

Parcels

ETJ

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA/121 LAND HOLDINGS ADDITION, BLOCK A, LOT 1, FINAL PLAT.

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

WHEREAS, Anna / 121 Land Holdings, LLC has submitted an application for the approval of the Anna/121 Land Holdings Addition, Block A, Lot 1, Final Plat;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Anna/121 Land Holdings Addition, Block A, Lot 1, Final Plat attached hereto as Exhibit A.

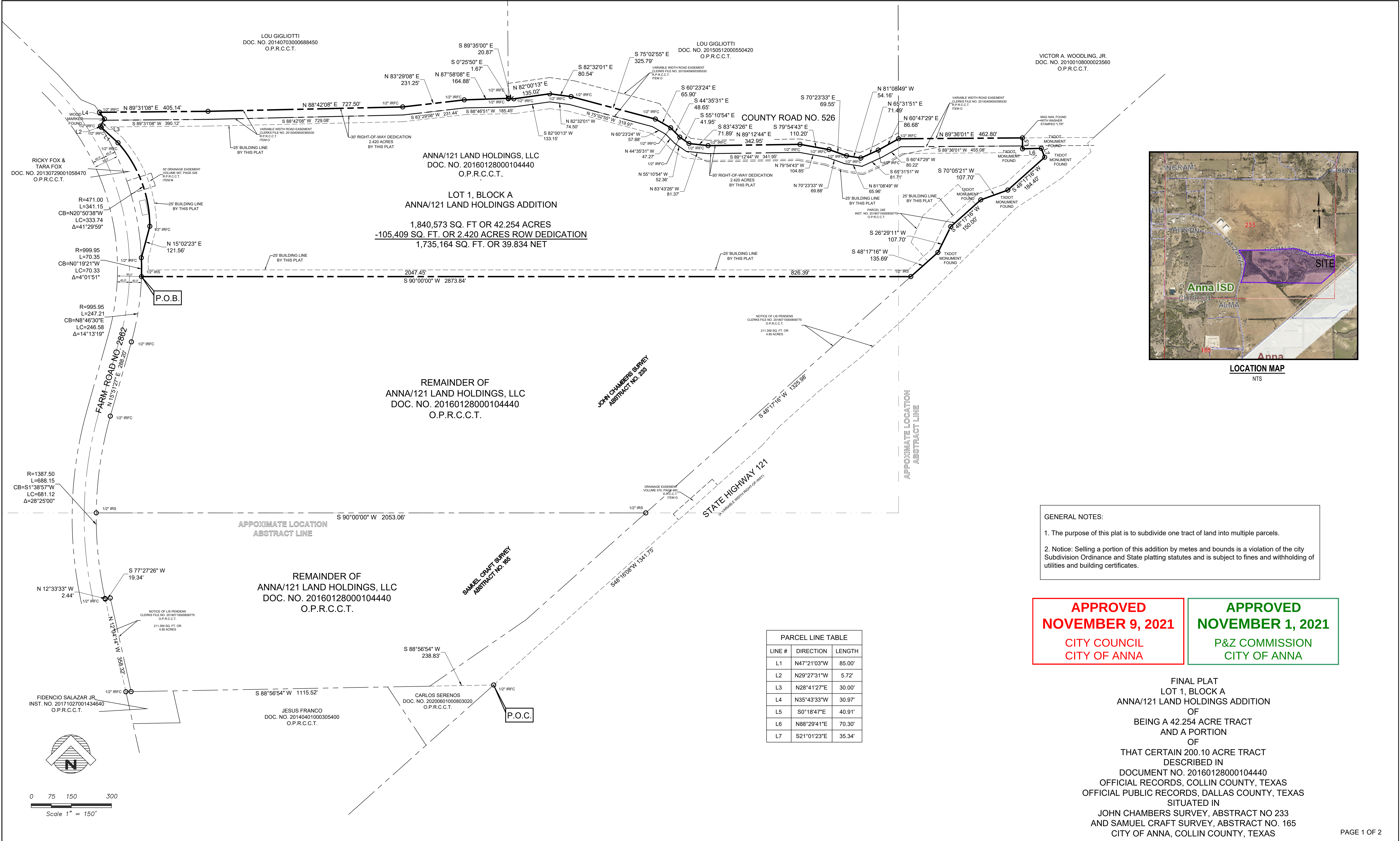
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



GENERAL NOTES:

1. The purpose of this plat is to subdivide one tract of land into multiple parcels.

2. Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
LOT 1, BLOCK A
ANNA/121 LAND HOLDINGS ADDITION
OF
BEING A 42.254 ACRE TRACT
AND A PORTION
OF
THAT CERTAIN 200.10 ACRE TRACT
DESCRIBED IN
DOCUMENT NO. 20160128000104440
OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
SITUATED IN
JOHN CHAMBERS SURVEY, ABSTRACT NO 233
AND SAMUEL CRAFT SURVEY, ABSTRACT NO. 165
CITY OF ANNA, COLLIN COUNTY, TEXAS

LEGEND			
	GAS METER		FIRE HYDRANT
	GAS VALVE		FUEL PORT
	TELEPHONE PEDESTAL		WATER VALVE
	POWER POLE		TRANSFORMER PAD
	DOWN GULLY		ELECTRIC METER
	S.S. MAN HOLE		STORM DRAIN MAN HOLE
	CLEAN OUT		MONITORING WELL
	TRAFFIC SIGNAL POLE		TRAFFIC SIGNAL BOX
	SWB MAN HOLE		GAS MAN HOLE
	VAULT		TELEPHONE MANHOLE
	SIGN		LIGHT POLE
	IRON PIPE FENCE		OVER HEAD ELECTRIC
	TREE		

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NO.	DATE	REVISION
1.		
2.		
3.		

L - R SURVEYING, LLC
TBPS No. 10194623

1475 HERITAGE PARKWAY, STE 217
MANSFIELD, TEXAS 76063

(817) 354-1445
surveygroup@att.net

JOB NO.:	16-134 - LOT 1, BLOCK A
DATE:	10/22/2021
SCALE:	1" = 150'
DRAWN BY:	R.M.

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Anna/121 Land Holdings, LLC is the sole owner of a 42.254 acre tract of land situated in the John Chambers Survey, Abstract No. 233 and the Samuel Craft Survey, Abstract No. 165, in the City of Anna, Collin County, Texas, being a portion of that certain 124.13 acre tract of land conveyed to Anna/121 Land Holdings, LLC by deed as recorded in Document No. 20160128000104440, Official Public Records, Collin county, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said point being the southeast corner of said Anna/121 Land Holdings, LLC tract, same point being the northeast corner of that certain tract of land conveyed to Carlos Seranos by deed as recorded in Document No. 20200601000803020, Official Public Records, Collin County, Texas, said point being in the west right-of-way line of State Highway 121 (a variable width right-of-way), said point also being the southeast corner of that certain tract of land conveyed to the State of Texas by Notice of Lis Pendens (Parcel 24 Part 2) as recorded in Instrument No. 20180710000858770, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 56 minutes 54 seconds West, continuing along the common line of said Anna/121 Land Holdings, LLC tract, and said Seranos tract, a distance of 238.83 feet to a 5/8 inch iron rod found for corner with cap stamped "Texas Department of Transportation ROW Monument", said point being in the southwest corner of said State of Texas (Parcel 24 Part 2);

THENCE South 88 degrees 56 minutes 54 seconds West, along the common line of said Anna/121 Land Holdings, LLC tract, and said Seranos tract, a distance of 1115.52 feet to a 1/2 inch iron rod found for corner with cap stamped "Texas Department of Transportation ROW Monument", said point being the southwest corner of said Anna/121 Land Holdings, LLC tract, same point being in the north line of that certain tract of land conveyed to Fidencio Salazar, Jr. by deed as recorded in Document No. 20171027001434640, Official Public Records, Collin County, Texas, said point also being the southeast corner of that certain tract of land conveyed to the State of Texas by Notice of Lis Pendens (Parcel 24 Part 1) as recorded in Instrument No. 20180710000858770, Official Public Records, Collin County, Texas;

THENCE North 12 degrees 34 minutes 14 seconds West, along the east line of said State of Texas (Parcel 24 Part 1), a distance 356.81 feet to a TxDOT Monument Found for corner, said point being the northeast corner of said State of Texas (Parcel 24 Part 1);

THENCE South 77 degrees 27 minutes 26 seconds West, along the north line of said State of Texas (Parcel 24 Part 1), a distance 19.43 feet to a TxDOT Monument Found for corner, said point being the northwest corner of said State of Texas (Parcel 24 Part 1), same point being in the east line of Farm Road No. 2862;

THENCE along the west line of said Anna/121 Land Holdings, LLC tract, and along the east right-of-way line of said Farm Road No. 2862 the following calls:

North 12 degrees 33 minutes 33 seconds West, a distance 2.44 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the right having a radius of 1387.50 feet, a delta angle of 28 degrees 25 minutes 00 seconds, and a chord bearing and distance of North 01 degrees 38 minutes 57 seconds East, 681.12 feet;

Northeasterly along said curve to the right, an arc distance of 688.15 feet to a 1/2 inch iron rod found for corner;

North 15 degrees 51 minutes 27 seconds East, a distance 288.20 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the left having a radius of 999.95 feet, a delta angle of 14 degrees 13 minutes 19 seconds, and a chord bearing and distance of North 08 degrees 46 minutes 30 seconds East, 246.58 feet;

Northeasterly along said curve to the left, an arc distance of 247.21 feet to a 1/2 inch iron rod set for corner, said point being the northwest corner of said 42.254 acre tract of land being described, said point being the POINT of BEGINNING, ame point being the southwest corner of said 42.254 acre tract of land being described, said point also being the beginning of a curve to the left having a radius of 999.95 feet, a delta angle of 04 degrees 01 minutes 51 seconds, and a chord bearing and distance of North 04 degrees 01 minutes 51 seconds East, 70.33 feet;

Northeasterly along said curve to the left, an arc distance of 70.35 feet to a 1/2 inch iron rod found for corner;

North 15 degrees 02 minutes 23 seconds East, a distance 121.56 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the left having a radius of 471.00 feet, a delta angle of 41 degrees 29 minutes 59 seconds, and a chord bearing and distance of North 20 degrees 50 minutes 38 seconds West, 333.74 feet;

Northwesterly along said curve to the left, an arc distance of 341.15 feet to a 1/2 inch iron rod found for corner;

North 47 degrees 21 minutes 03 seconds West, a distance 85.00 feet to a 1/2 inch iron rod found for corner;

North 29 degrees 27 minutes 31 seconds West, a distance 5.72 feet to a 1/2 inch iron rod found for corner;

North 28 degrees 41 minutes 27 seconds East, a distance 30.00 feet to a 1/2 inch iron rod found for corner;

North 35 degrees 43 minutes 33 seconds West, a distance 30.97 feet to a 1/2 inch iron rod found for corner, said point being in the approximate centerline of County Road No. 526, same point being the northwest corner of said Anna/121 Land Holdings, LLC tract, said point being the southwest corner of that certain tract of land conveyed to Lou Gigliotti by deed as recorded in Document No. 20140703000688450, Official Public Records, Collin County, Texas;

THENCE North 89 degrees 31 minutes 08 seconds East, along the common line of said Anna/121 Land Holdings, LLC tract and said Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 405.14 feet to a 1/2 inch iron rod found for corner;

THENCE North 88 degrees 42 minutes 08 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 727.50 feet to a 1/2 inch iron rod found for corner;

THENCE North 83 degrees 29 minutes 08 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 231.25 feet to a 1/2 inch iron rod found for corner;

THENCE North 87 degrees 58 minutes 08 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 164.88 feet to a 1/2 inch iron rod found for corner, said point being the southeast corner of said Gigliotti tract, same point being in the west line of that certain 75.957 acre tract of land conveyed to Lou Gigliotti by deed as recorded in Document No. 20150512000550420, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 25 minutes 50 seconds East, along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 1.67 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 35 minutes 00 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 20.87 feet to a 1/2 inch iron rod found for corner;

THENCE North 82 degrees 00 minutes 13 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 135.02 feet to a 1/2 inch iron rod found for corner;

THENCE South 82 degrees 32 minutes 01 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 80.54 feet to a 1/2 inch iron rod found for corner;

THENCE South 75 degrees 02 minutes 55 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 325.79 feet to a 1/2 inch iron rod found for corner;

THENCE South 60 degrees 23 minutes 24 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 85.90 feet to a 1/2 inch iron rod found for corner;

THENCE South 44 degrees 35 minutes 31 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 48.65 feet to a 1/2 inch iron rod found for corner;

THENCE South 55 degrees 10 minutes 54 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 41.95 feet to a 1/2 inch iron rod found for corner;

THENCE South 83 degrees 43 minutes 26 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 71.89 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 12 minutes 44 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 342.95 feet to a 1/2 inch iron rod found for corner;

THENCE South 79 degrees 54 minutes 43 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 110.20 feet to a 1/2 inch iron rod found for corner;

THENCE South 70 degrees 23 minutes 33 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 69.55 feet to a 1/2 inch iron rod found for corner;

THENCE South 81 degrees 08 minutes 49 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 54.16 feet to a 1/2 inch iron rod found for corner;

THENCE North 65 degrees 31 minutes 51 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 71.49 feet to a 1/2 inch iron rod found for corner;

THENCE North 60 degrees 47 minutes 29 seconds East, continuing along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Gigliotti tract, same being the approximate centerline of said County Road No. 526, a distance 86.68 feet to a 1/2 inch iron rod found for corner, said point being the southeast corner of said 75.957 acre Gigliotti tract, same point being the southwest corner of that certain tract of land conveyed to Victor A. Woodling, Jr. by deed as recorded in Document No. 20100108000023560, Official Public Records, Collin CCounty, Texas;

THENCE North 89 degrees 36 minutes 01 seconds East, along the common line of said Anna/121 Land Holdings, LLC tract and said 75.957 acre Woodling tract, same being the approximate centerline of said County Road No. 526, a distance 462.80 feet to a Mag Nail with washer found for corner stamped "LTR", said point being the northwest corner of said State of Texas (Parcel 24 Part 2), same being the northeast corner of said Anna/121 Land Holdings, LLC tract, said point also being in the north line of said State Highway 121;

THENCE along the east line of said Anna/121 Land Holdings, LLC tract, and along the new west right-of-way line of said State Highway 121 the following calls:

South 00 degrees 18 minutes 47 seconds East, a distance 40.91 feet to a TxDot Monument found for corner;

South 88 degrees 29 minutes 41 seconds West, a distance 70.30 feet to a TxDot Monument found for corner;

South 21 degrees 01 minutes 23 seconds East, a distance 35.34 feet to a TxDot Monument found for corner;

South 48 degrees 17 minutes 16 seconds West, a distance 184.40 feet to a TxDot Monument found for corner;

South 70 degrees 05 minutes 21 seconds West, a distance 107.70 feet to a TxDot Monument found for corner;

South 48 degrees 17 minutes 16 seconds West, a distance 150.0



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna/121 Land Holdings Addition, Block B, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Vacant lot on 25.0± acres located on the west side of State Highway 121, 765± feet south of County Road 526. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Final Plat is to dedicate lot and block boundaries, and easements necessary for future development.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

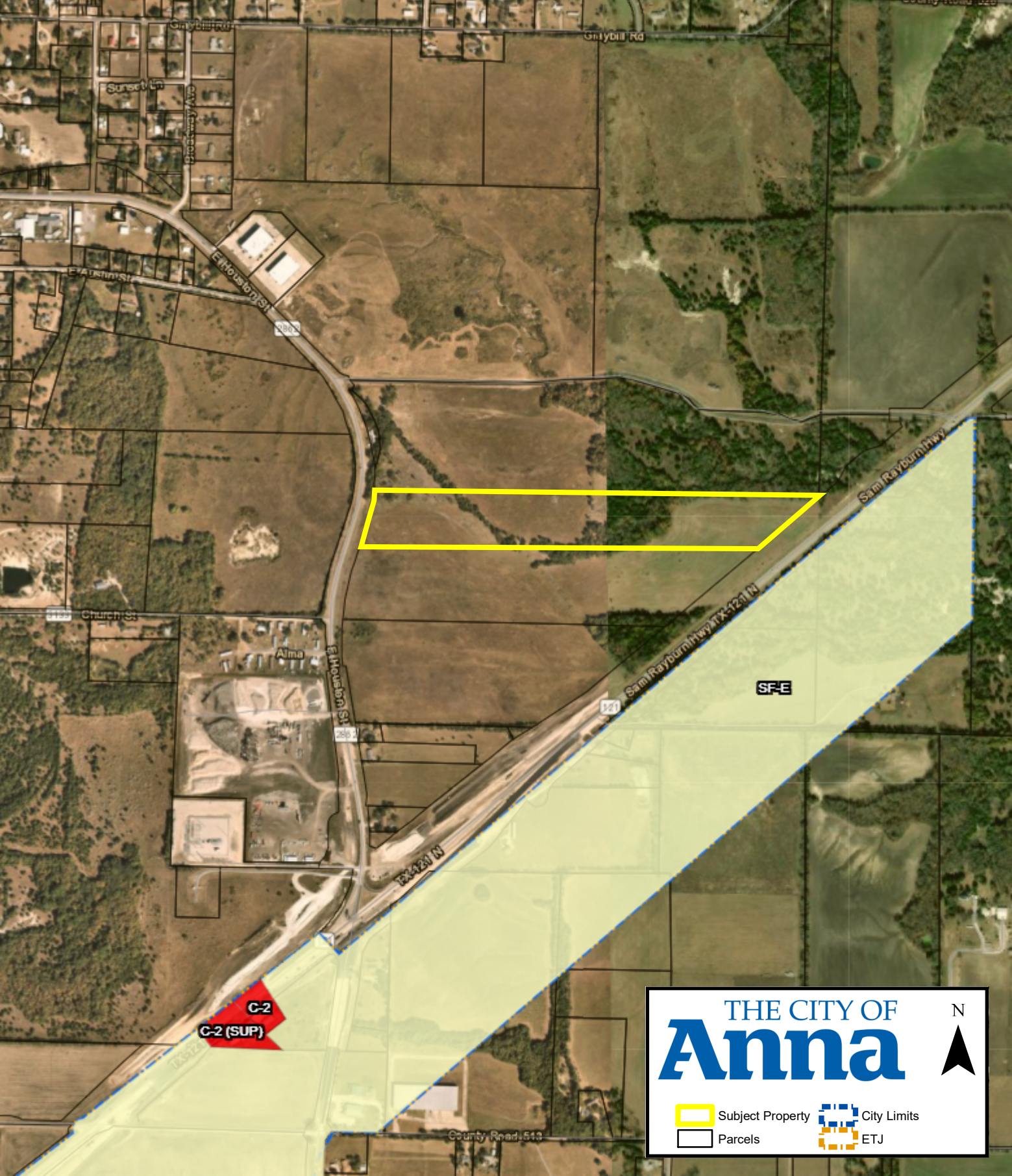
ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) Anna 121 Land Holdings Addition, Block B, Lot 1
3. Exhibit A (STAMPED) - Anna 121 Land Holdings Addition, Block B, Lot 1

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



THE CITY OF

Anna

N

Subject Property

City Limits

Parcels

ETJ

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA/121 LAND HOLDINGS ADDITION, BLOCK B, LOT 1, FINAL PLAT.

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

WHEREAS, Anna / 121 Land Holdings, LLC has submitted an application for the approval of the Anna/121 Land Holdings Addition, Block B, Lot 1, Final Plat;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Anna/121 Land Holdings Addition, Block B, Lot 1, Final Plat attached hereto as Exhibit A.

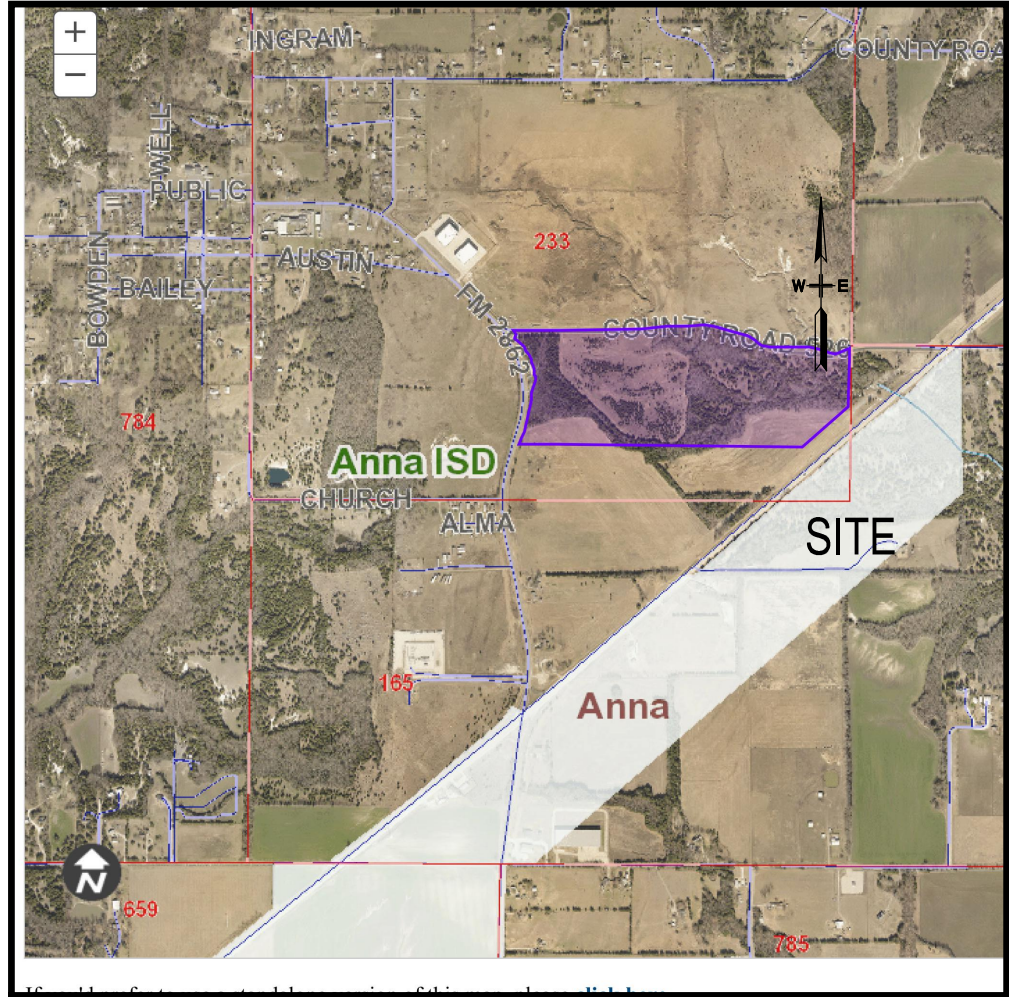
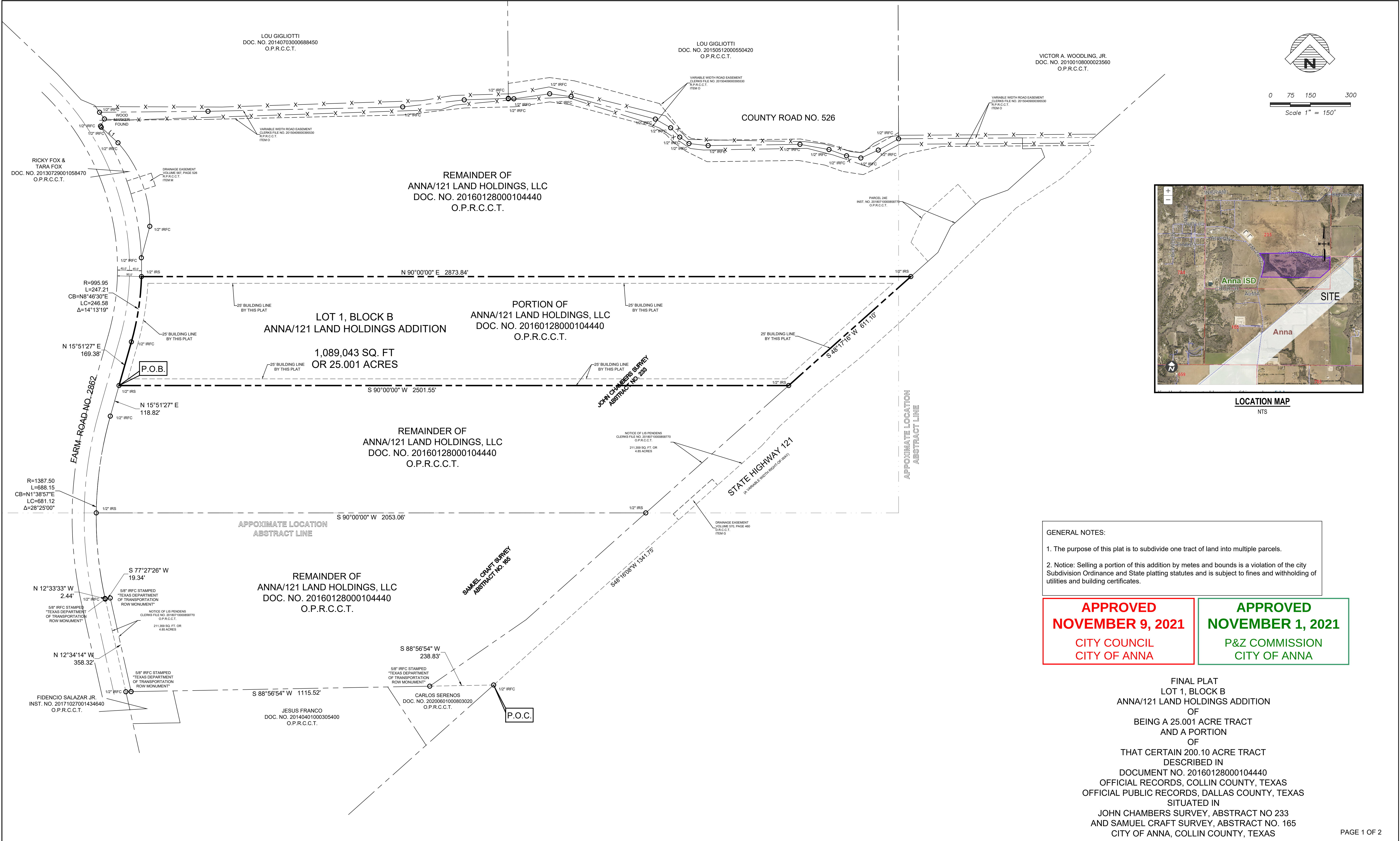
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



LOCATION MAP
NTS

GENERAL NOTES:

1. The purpose of this plat is to subdivide one tract of land into multiple parcels.

2. Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
LOT 1, BLOCK B
ANNA/121 LAND HOLDINGS ADDITION
OF
BEING A 25.001 ACRE TRACT
AND A PORTION
OF
THAT CERTAIN 200.10 ACRE TRACT
DESCRIBED IN
DOCUMENT NO. 20160128000104440
OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
SITUATED IN
JOHN CHAMBERS SURVEY, ABSTRACT NO 233
AND SAMUEL CRAFT SURVEY, ABSTRACT NO. 165
CITY OF ANNA, COLLIN COUNTY, TEXAS

LEGEND			
	GAS METER		FIRE HYDRANT
	GAS VALVE		WATER METER
	TELEPHONE PEDESTAL		FUEL PORT
	POWER POLE		WATER VALVE
	DOWN GULLY		TRANSFORMER PAD
	S.S. MAN HOLE		ELECTRIC METER
	CLEAN OUT		STORM DRAIN MAN HOLE
	MONITORING WELL		TRAFFIC SIGNAL POLE
	TRAFFIC SIGNAL BOX		SWB MAN HOLE
	GAS MAN HOLE		VAULT
	TELEPHONE MANHOLE		SIGN
	LIGHT POLE		IRON PIPE FENCE
	OVER HEAD ELECTRIC		TREE

NO.	DATE	REVISION
1.		
2.		
3.		

L - R SURVEYING, LLC
TBPS No. 10194623

1475 HERITAGE PARKWAY, STE 217
MANSFIELD, TEXAS 76063

(817) 354-1445
surveygroup@att.net

JOB NO.:	16-134 - LOT 1, BLOCK B
DATE:	10/22/2021
SCALE:	1" = 150'
DRAWN BY:	R.M.

STATE OF TEXAS
COUNTY OF Collin

WHEREAS Anna/121 Land Holdings, LLC is the sole owner of a 25.001 acre tract of land situated in the John Chambers Survey, Abstract No. 233 and the Samuel Craft Survey, Abstract No. 165, in the City of Anna, Collin County, Texas, being a portion of that certain 124.13 acre tract of land conveyed to Anna/121 Land Holdings, LLC by deed as recorded in Document No. 20160128000104440, Official Public Records, Collin county, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said point being the southeast corner of said Anna/121 Land Holdings, LLC tract, same point being the northeast corner of that certain tract of land conveyed to Carlos Seranos by deed as recorded in Document No. 20200601000803020, Official Public Records, Collin County, Texas, said point being in the west right-of-way line of State Highway 121 (a variable width right-of-way), said point also being the southeast corner of that certain tract of land conveyed to the State of Texas by Notice of Lis Pendens (Parcel 24 Part 2) as recorded in Instrument No. 20180710000858770, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 56 minutes 54 seconds West, continuing along the common line of said Anna/121 Land Holdings, LLC tract, and said Seranos tract, a distance of 238.83 feet to a 5/8 inch iron rod found for corner with cap stamped "Texas Department of Transportation ROW Monument", said point being in the southwest corner of said State of Texas (Parcel 24 Part 2);

THENCE South 88 degrees 56 minutes 54 seconds West, along the common line of said Anna/121 Land Holdings, LLC tract, and said Seranos tract, a distance of 1115.52 feet to a 5/8 inch iron rod found for corner with cap stamped "Texas Department of Transportation ROW Monument", said point being the southwest corner of said Anna/121 Land Holdings, LLC tract, same point being in the north line of that certain tract of land conveyed to Fidencio Salazar, Jr. by deed as recorded in Document No. 20171027001434640, Official Public Records, Collin County, Texas, said point also being the southeast corner of that certain tract of land conveyed to the State of Texas by Notice of Lis Pendens (Parcel 24 Part 1) as recorded in Instrument No. 20180710000858770, Official Public Records, Collin County, Texas;

THENCE North 12 degrees 34 minutes 14 seconds West, along the east line of said State of Texas (Parcel 24 Part 1), a distance 358.32 feet to a 5/8 inch iron rod found for corner with cap stamped "Texas Department of Transportation ROW Monument", said point being the northeast corner of said State of Texas (Parcel 24 Part 1);

THENCE South 77 degrees 27 minutes 26 seconds West, along the north line of said State of Texas (Parcel 24 Part 1), a distance 19.34 feet to a 5/8 inch iron rod found for corner with cap stamped "Texas Department of Transportation ROW Monument", said point being the northwest corner of said State of Texas (Parcel 24 Part 1), same point being in the east line of Farm Road No. 2862;

THENCE along the west line of said Anna/121 Land Holdings, LLC tract, and along the east right-of-way line of said Farm Road No. 2862 the following calls:

North 12 degrees 33 minutes 33 seconds West, a distance 2.44 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the right having a radius of 1387.50 feet, a delta angle of 28 degrees 25 minutes 00 seconds, and a chord bearing and distance of North 05 degrees 54 minutes 46 seconds East, 681.12 feet;

Northeasterly along said curve to the right, an arc distance of 688.15 feet to a 1/2 inch iron rod found for corner;

North 15 degrees 51 minutes 27 seconds East, a distance 118.82 feet to a 1/2 inch iron rod found for corner, said point being the southwest corner of said 25.001 acre tract of land being described, same point being the POINT of BEGINNING;

North 15 degrees 51 minutes 27 seconds East, a distance 169.38 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the left having a radius of 1387.50 feet, a delta angle of 14 degrees 13 minutes 19 seconds, and a chord bearing and distance of North 08 degrees 46 minutes 30 seconds East, 246.58 feet;

Northeasterly along said curve to the left, an arc distance of 247.21 feet to a 1/2 inch iron rod set for corner, said point being the northwest corner of said 25.001 acre tract of land being described;

THENCE North 90 degrees 00 minutes 00 seconds East, departing the east right-of-way line of said Farm Road No. 2862 and through interior of said Anna/121 Land Holdings, LLC tract, a distance 2873.84 feet to a 1/2 inch iron rod set for corner, said point being the northeast corner of said 25.001 acre tract of land being described, said point being in the west right-of-way line of State Highway 121;

THENCE South 48 degrees 17 minutes 16 seconds West, along the east line of said Anna/121 Land Holdings, LLC tract, and along the new west right-of-way line of said State Highway 121, a distance 611.10 feet to a 1/2 inch iron rod set for corner, said point being the southeast corner of said 25.001 acre tract of land being described;

THENCE South 90 degrees 00 minutes 00 seconds West, departing the new west line of said right-of-way line of said State Highway 121, a distance 2501.55 feet to the POINT OF BEGINNING and containing 1,089,043 square feet or 25.001 acres of computed land.

CERTIFICATE OF APPROVAL

APPROVED on this _____ day of _____, 20____, by the City Council, City of Anna, Texas.

Mayor

City Secretary

STATE OF TEXAS
COLLIN COUNTY

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT ANNA/121 LAND HOLDINGS, LLC, BY AND THROUGH THE UNDERSIGNED AUTHORITY, DOES HEREBY ADOPT THIS FINAL PLAT DESIGNATING THE DESCRIBED PROPERTY AS LOT 1, BLOCK B, ANNA/121 LAND HOLDINGS ADDITION, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREET AND ALLEYS THEREON; AND DOES HEREBY DEDICATE THE EASEMENT STRIPS SHOWN ON PLAT FOR MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE, OR USING SAME. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENT STRIPS ON SAID PLAT. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS, OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON ANY OF SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF ANNA, TEXAS.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 2021

ANNA/121 LAND HOLDINGS

OWNER

STATE OF TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared _____, Owner of ANNA/121 LAND HOLDINGS, LLC, 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 the capacity indicated, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____,2021.

Notary Public in and for

The State of Texas

My Commission Expires _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Larry Turman, do hereby certify that I prepared this Plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

Larry Turman

Registered Professional Land Surveyor No. 1740

STATE OF TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Larry Turman, 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 the capacity indicated, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____,2021.

Notary Public in and for

The State of Texas

My Commission Expires _____

NOTES:

1. IRF - Iron Rod Found
2. IRS - Iron Rod Set
3. C.M. - Controlling Monument
4. Basis of Bearing - Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011), North Central Zone 4202 from GPS observations using the RTK Cooperative Network.

FLOOD CERTIFICATE

As determined by the FLOOD INSURANCE RATE MAPS for Collin County, Texas, the subject property is located in Zone "X" and Does Not lie within a Special Flood Hazard Area (100 Year Flood), Community Panel No. 48085C180J, dated June 2, 2009.

If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
LOT 1, BLOCK B
ANNA/121 LAND HOLDINGS ADDITION
OF
BEING A 42.254 ACRE TRACT
AND A PORTION
OF
THAT CERTAIN 200.10 ACRE TRACT
DESCRIBED IN
DOCUMENT NO. 20160128000104440
OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
SITUATED IN
JOHN CHAMBERS SURVEY, ABSTRACT NO 233
AND SAMUEL CRAFT SURVEY, ABSTRACT NO. 165
CITY OF ANNA, COLLIN COUNTY, TEXAS

PAGE 2 OF 2

LEGEND

	GAS METER		FIRE HYDRANT		MONITORING WELL		SIGN
	GAS VALVE		WATER METER		TRAFFIC SIGNAL POLE		LIGHT POLE
	TELEPHONE PEDESTAL		FUEL PORT		TRAFFIC SIGNAL BOX		IRON PIPE FENCE
	POWER POLE		WATER VALVE		GAS MAN HOLE		OVER HEAD ELECTRIC
	DOWN GULY		TRANSFORMER PAD		GAS MAN HOLE		TREE
	S.S. MAN HOLE		ELECTRIC METER		VAULT		
	CLEAN OUT		STORM DRAIN MAN HOLE		TELEPHONE MANHOLE		

NO.	DATE	REVISION
1.		
2.		
3.		

L - R SURVEYING, LLC
TBPS No. 10194623

1475 HERITAGE PARKWAY, STE 217
MANSFIELD, TEXAS 76063

(817) 354-1445
surveygroup@att.net

JOB NO.: 16-134 - LOT 1, BLOCK A	
DATE:	10/22/2021
SCALE:	1" = 150'
DRAWN BY:	R.M.



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a purchase order for street maintenance repair for County Road 419 in the City of Anna. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna has a Street Maintenance Sales Tax program, whereby a quarter cent portion of the sales tax paid on transactions in the City is dedicated to funding street maintenance projects. As the City of Anna continues to grow and expand in retail and commerce, the annual budget for street maintenance projects will increase, allowing the City to perform more major maintenance projects on our streets.

The City utilizes an interlocal agreement with Collin County to receive competitive pricing for street maintenance work by WOPAC Construction, Incorporated. WOPAC will be mobilizing soon to begin work on both Foster Crossing and Taylor Boulevard, which the City Council approved earlier this year. While they are working in Anna, staff is also seeking to have them complete a major repair of County Road 419.

There is a section of County Road 419 just north of County Road 421 which is located completely within the City of Anna and is subject to heavy truck traffic from industrial vehicles. Photos of the road are attached as Exhibit A. The road has complete base failure, and is becoming impassable for passenger vehicles. The proposed scope includes cement stabilization and re-mixing of base to a depth of 9-inches in order to provide a heavy duty road base. The base will then be topped with asphalt to provide a travel surface.

Staff will be returning to the City Council with additional street maintenance projects for approval shortly after the first of the year, once Taylor, Foster Crossing, and County Road 419 are completed.

FINANCIAL IMPACT:

The project cost is \$73,461.25, and will be paid from Street Maintenance Tax funds.

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. Resolution and Quote - Street Maintenance - County Road 419
2. Exhibit A - County Road 419 conditions
3. CR419 Project Location Map

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/3/2021
Approved - 11/3/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE REHABILITATION OF COUNTY ROAD 419 TO WOPAC CONSTRUCTION, INCORPORATED IN THE AMOUNT NOT TO EXCEED SEVENTY-THREE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS AND TWENTY FIVE CENTS (\$73,461.25); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, County Road 419 north of County Road 421 is located within the city limits of the City of Anna, Texas; and,

WHEREAS, County Road 419 is in disrepair and requires full depth rehabilitation; and,

WHEREAS, Wopac Construction, Incorporated has a current contract with Collin County for road paving improvements; and,

WHEREAS, the City of Anna is utilizing the Collin County contract with Wopac Construction, Incorporated in accordance with the Collin County Purchasing Program; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute a purchase order in an amount not to exceed \$73,461.25 to Wopac Construction, Incorporated for the rehabilitation of County Road 419 north of County Road 421.

That funding for the project shall come from the Street Maintenance Sales Tax fund.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A
(following pages)

PURCHASING QUOTE FORM

PO # _____

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409

THE CITY OF
Anna

Description of item: Reconstruct CR 419

Submitted By: Hunter Parker

Exemption : ILA/Co-op

Division to charge: Streets 10-580

****Quote Summary (Attach Supporting Documentation if Required)****

Vendor	Quantity	Unit Price	Total Price
WOPAC	1	\$73,461.25	\$73,461.25
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00

Quotes are required for all purchases over \$500. For purchases from \$500-\$2,999 verbal quotes are acceptable. For purchases from \$3,000-\$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding \$2,999. Evidence of the invitation must accompany the purchase order.

This PQF is for WOPAC Construction to reclaim and cement stabilize subgrade at 9" depth using 40lbs cement per square yard. From 60ft north of intersection of CR 421 to just past north entrance of Burnco Concrete plant. Prime subgrade and install 3in type C asphalt in place. Wopac to provide all necessary traffic control and leave one lane passable.

Streets 10-580-

Signature:



Date:

10/22/21

WOPAC Const. Inc.

P.O. Box 899
Proger, TX 75078
972 562 8316 O
903 433 2123 F
409 525 0827 M

adamiechwopac@aol.com
www.wopacconst.com

Estimate

Estimate No. 2049
Date 8/25/2021



Quote To _____

City of Anna
111 N. Powell Pkwy
Anna, TX 75409

WOPAC Construction, Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work:

Job and Location: Reconstruct CR 419 in front of Burnisco

Item	Description	Quantity	Unit	Rate	Amount
1	CR 419 - Reclaim and Cement stabilize Subgrade at 8" depth using 40 lbs cement per SY. from 50th North of Intersection of CR 421 to just past North Dr. of Burnisco. Prime subgrade and install 3" Type C asphalt compacted in place.	17285	SF	\$4.25	\$73,461.25

GRAND TOTAL \$73,461.25

By: _____
Day: _____

By: _____
Wopac Const. Inc.

COUNTY ROAD 419



Project Location Map





Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021

Staff Contact:

AGENDA ITEM:

Approve a Resolution for an Agreement for Police, Fire, and Public Works services with the Greater Anna Chamber of Commerce for the Anna Christmas Parade (Neighborhood Services Director Marc Marchand)

SUMMARY:

At the October 26, 2021, City Council meeting, the City Council approved a resolution authorizing the City Manager to enter into an agreement with TxDOT for the temporary road closure of State Highway 5 to allow the Greater Anna Chamber of Commerce to proceed with their Christmas Parade on December 11.

The agreement before the City Council is to provide police, fire, and public works services to the Chamber of Commerce for the Christmas Parade event. As the parade route dictates the temporary road closure of Highway 5, the city will be providing first responder services to contribute to the safety and well-being of those in attendance. The agreement with the Chamber of Commerce holds the city and its officials harmless.

FINANCIAL IMPACT:

The estimated financial impact of providing first responder services is \$3,500.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends the approval of the agreement to provide police, fire, and public works services to the Chamber of Commerce for the Christmas Parade.

ATTACHMENTS:

1. Resolution Providing Police, Fire, and Public Works Services for Chamber Christmas Parade
2. GACC Parade Agreement

APPROVALS:

Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 11/5/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN AGREEMENT FOR POLICE, FIRE, AND PUBLIC WORKS SERVICES WITH THE GREATER ANNA CHAMBER OF COMMERCE FOR THE ANNA CHRISTMAS PARADE AS AN EVENT THAT SERVES A VITAL PUBLIC SERVICE TO THE COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID AGREEMENT

WHEREAS, the Greater Anna Chamber of Commerce wishes to host the Christmas Parade on December 11th from 12pm to 1pm; and

WHEREAS, the Greater Anna Chamber of Commerce requested a Special Event Permit for the Christmas Parade from the City of Anna in accordance with The Anna City Code of Ordinances Division 4. Special Events, Sec. 10.02.111 through Sec. 10.02.115; and

WHEREAS, the Special Event ordinance authorizes the City Manager to approve a Special Event Permit for the Greater Anna Chamber of Commerce; and

WHEREAS, the Special Event ordinance authorizes the City Manager to waive certain fees and charges for the Greater Anna Chamber of Commerce; and

WHEREAS, the City Council has determined that the Christmas Parade serves a vital positive public service including bringing the community together during the holiday season promoting economic development and community welfare; and

WHEREAS, the parade route necessitates the need to request a temporary closure of a portion of State Highway 5 from the Texas Department of Public Transportation and the City has made said request; and

WHEREAS, the City Council hereby authorizes the City Manager to enter into an agreement with GACC for the provision of certain police and fire services;

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

Section 1. The recitals set forth above are incorporated herein as if set forth in full.

Section 2. The City Council finds that the Greater Anna Chamber of Commerce's Anna Christmas Parade events serves a vital public purpose, and the City Council hereby approves of the Agreement for Police, Fire, and Public Works Services attached hereto as Exhibit A and authorizes the City Manager to execute said agreement on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of November 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

AGREEMENT FOR POLICE, FIRE, AND PUBLIC WORKS SERVICES

This Agreement for Police, Fire, and Public Works Services (this “Agreement”) is made by and between the City of Anna, Texas, a home-rule municipal corporation (the “City”) and the Greater Anna Chamber of Commerce, Inc., a Texas nonprofit corporation (“GACC”)

W I T N E S S E T H

WHEREAS, GACC intends to plan, coordinate, fund, and host the December 11, 2021 Christmas Parade (the “Event”), a community event for Anna’s neighbors who will gather to celebrate the community and holiday season; and

WHEREAS, the Event has multiple public purposes including bringing the community together during the holiday season and promoting economic development and community welfare; and

WHEREAS, the City is will to provide certain police, fire rescue, and public works services for the Event in furtherance of public health and safety; and

WHEREAS, the State of Texas owns and operates a system of highways for public use and benefit, including Highway 5, in Collin County; and

WHEREAS, the City has requested that TxDOT allow the temporary closure of Highway 5 for the purpose of the Event, from 12:00 PM to 1:00 PM on December 11, 2021 (the “Closure”); and

WHEREAS, the City, in recognition of the public purpose of the Event, is willing to conduct the actions necessary for the Closure while providing for the safety and convenience of the traveling public within the State’s requirements; and

WHEREAS, on the 26th day of October 2021, the Anna City Council passed Resolution No. 2021-10-1034 establishing that the Event serves a public purpose and authorizing the City to enter into an agreement with the State; and

WHEREAS, provided that TxDOT permits the Closure, the City shall provide the above-referenced police, fire rescue, and public works services as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This Agreement becomes effective upon final execution by the parties and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

EXHIBIT A

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. Except as expressly set forth herein, GACC shall assume all costs of the operations associated with the Event and shall be solely responsible for Event operations.

B. Provided that TxDOT permits the Closure, the City shall provide—at no cost to GACC—materials, labor, public notification, protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing required for the Closure.

C. The City will ensure that the appropriate law enforcement agency has reviewed the traffic control for the Closure and that the agency has deemed them to be adequate.

Article 4. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

B. Notwithstanding any provision of this Agreement, this Agreement shall terminate and the parties shall have no further obligation to perform hereunder if TxDOT does not allow and permit the Closure.

Article 5. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the City's decision shall be final and binding.

Article 6. RESPONSIBILITIES OF THE PARTIES

Except as expressly set forth herein, the City and GACC agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 7. INSURANCE AND INDEMNIFICATION

A. At least two weeks in advance of the Event, GACC and/or its contractors shall furnish to the City a completed "Certificate of Insurance" and shall maintain the insurance in full force and effect during the period of the Event and for at least 24 hours thereafter. Such insurance shall include: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with

EXHIBIT A

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 which might arise out of the Event, whether by GACC, 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 City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. 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.

B. GACC AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND RELATED EXPENSES INCURRED BY THE CITY OR AWARDED AGAINST THE CITY) FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM THE CITY ARISING OUT OF OR OCCASIONED BY GACC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY GACC, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF GACC, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH GACC IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Article 8. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and GACC.

Article 9. COMPLIANCE WITH LAWS

GACC shall comply with all applicable federal, state and local environmental laws, regulations, and ordinances.

Article 10. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

EXHIBIT A

Article 11. NOTICES

All notices to either party by the other required under this Agreement shall be delivered by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

The City:	GACC:
City of Anna Attn: City Manager 111 N. Powell Pkwy Anna, Texas 75409	GACC 312 N. Powell Pkwy Anna, Texas 75409

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 12. SOLE AGREEMENT; LIMITATION OF REMEDIES

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter. GACC's sole remedy for any breach of this Agreement is to seek specific performance of this City's obligations hereunder.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ANNA

By _____ Date _____
Jim Proce, City Manager

GREATER ANNA CHAMBER OF COMMERCE, INC.

By _____ Date _____
Tiffany Terry, its President



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the Jurado Estates, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Two lots on 3.9± acres located on the north side of Twin Creeks Circle, 385± feet west of Gleason Lane. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Final Plat is to dedicate lot and block boundaries, and easements necessary for future development.

The applicant is requesting a waiver from the 40-foot minimum frontage on a public street requirement in Subsection 9.02.087(b) of the Subdivision Regulations. The applicant is providing 40 feet along the street for Lot 2, however this plat would be creating a flag lot that narrows to 22 feet. The subdivision regulations recommends that irregular shaped lots, such as a flag lot, be avoided but only prohibits such lot if it "...will not be suitable or desirable for the purpose intended, which is an obvious attempt to circumvent the purpose and intent of lot configuration or lot width minimums, or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties." Since the regulations recommends avoiding irregularly shaped lots, it does not specify that the width of a flag lot should be maintained or be wider than the width at the street frontage to the buildable area of the lot, however, it is a typical practice which is why the applicant is requesting the waiver. Lot 1 has already been developed with a septic tank and there are state/county requirements for the distance of septic from a property line that must be maintained. Please see the attached waiver request from the applicant's representative.

With exception to this portion of Lot 2, each lot exceeds all other Subdivision Regulations for the lot area regulations (exceeds a minimum area of one acre; lot depth of 100 feet; and lot width of 40 feet). For these reasons, staff is in support.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

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

ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) JURADO ESTATES, BLOCK A, LOTS 1 & 2
3. Exhibit A (STAMPED) - Jurado Estates
4. Jurado Waiver Request

APPROVALS:

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

Created/Initiated - 10/29/2021
Approved - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

THE CITY OF
Anna



Subject Property



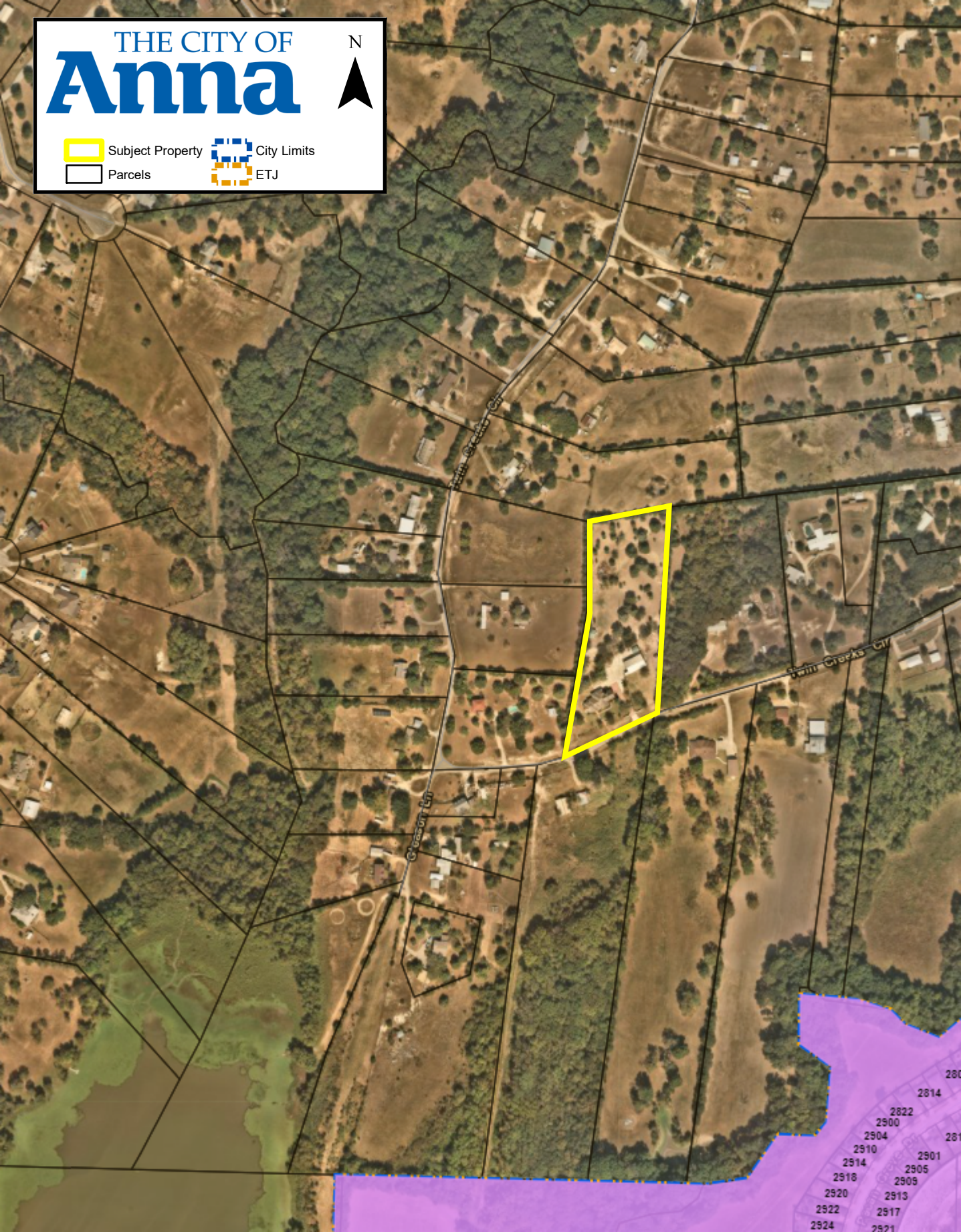
City Limits



Parcels



ETJ



2800
2814
2822
2900
2904
2910
2914
2918
2920
2922
2924
2801
2905
2909
2913
2917
2921

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE JURADO ESTATES, BLOCK A, LOTS 1 & 2, FINAL PLAT.

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

WHEREAS, Margarita Rodriguez Jurado has submitted an application for the approval of the Jurado Estates, Block A, Lots 1 & 2, Final Plat;

WHEREAS, The applicant requests a waiver from the 40-foot minimum frontage on a public street requirement in Subsection 9.02.087(b) of the Subdivision Regulations

WHEREAS, The after due consideration and discussion the City Council finds based on the evidence and arguments presented that the public interest is secured, the waiver will not have the effect of nullifying the intent and purpose of the Subdivision Regulations, and that the request:

- Demonstrates granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;
- Demonstrates that the conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought, and are not applicable generally to other property;
- Demonstrates because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;
- Demonstrates that the waiver will not in any manner vary the provisions of the comprehensive plan or any other adopted plan(s) or ordinance(s) of the city; and
- Demonstrates an alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein.

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Jurado Estates, Block A, Lots 1 & 2, Final Plat attached hereto as Exhibit A.

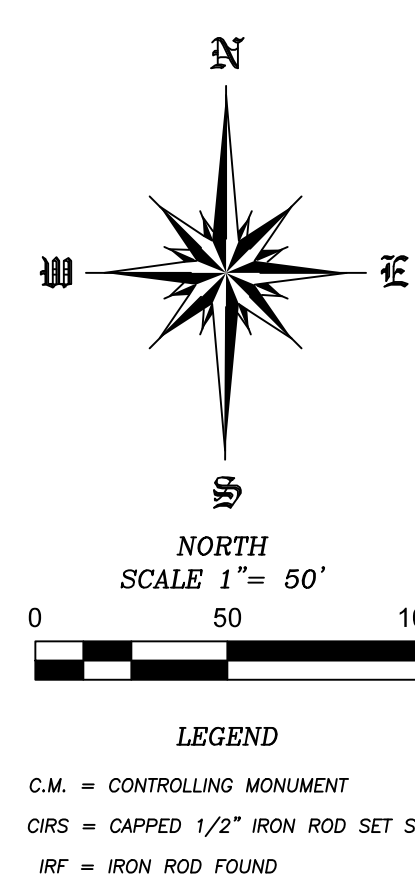
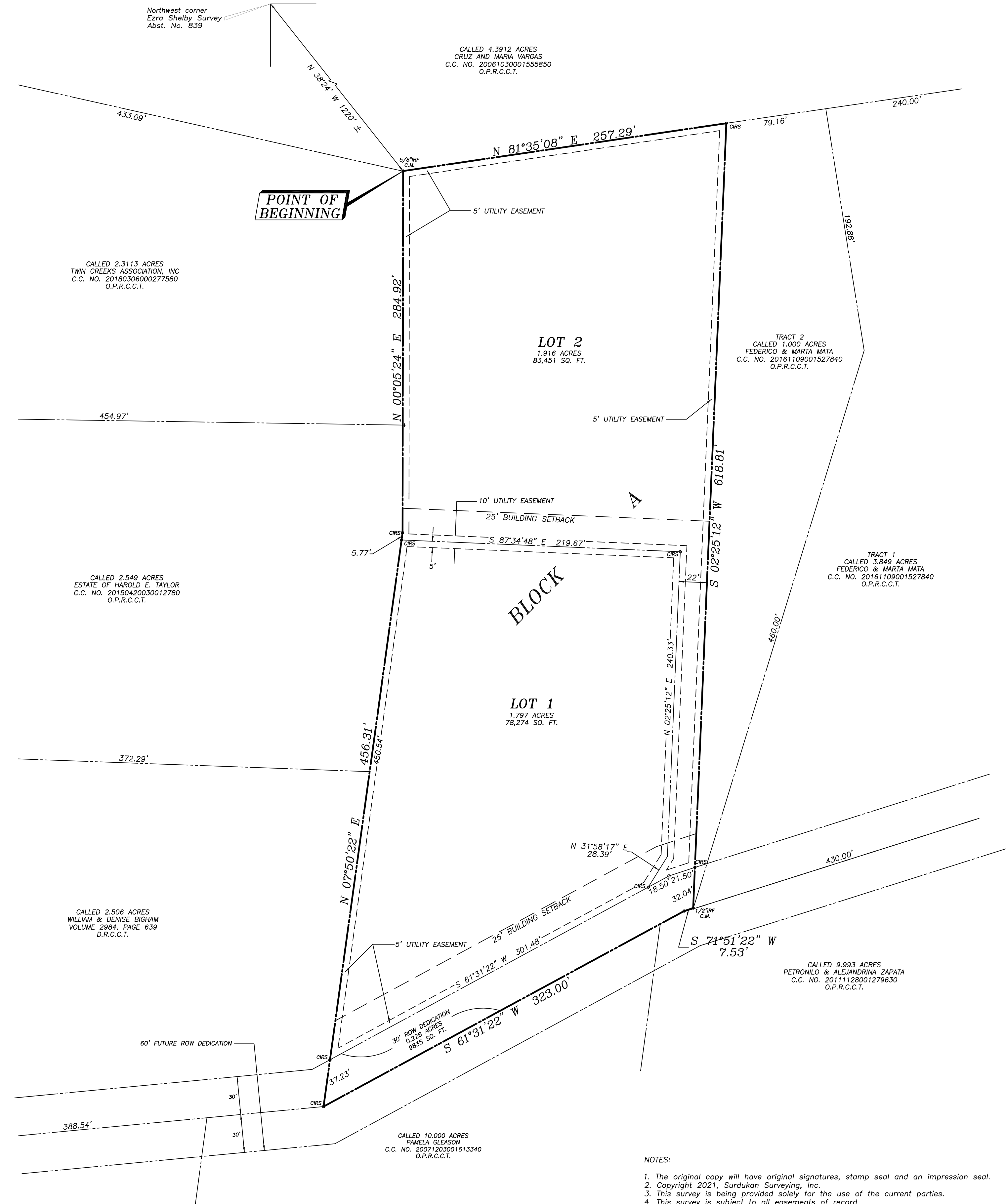
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

STATE OF TEXAS §
COUNTY OF COLLIN §

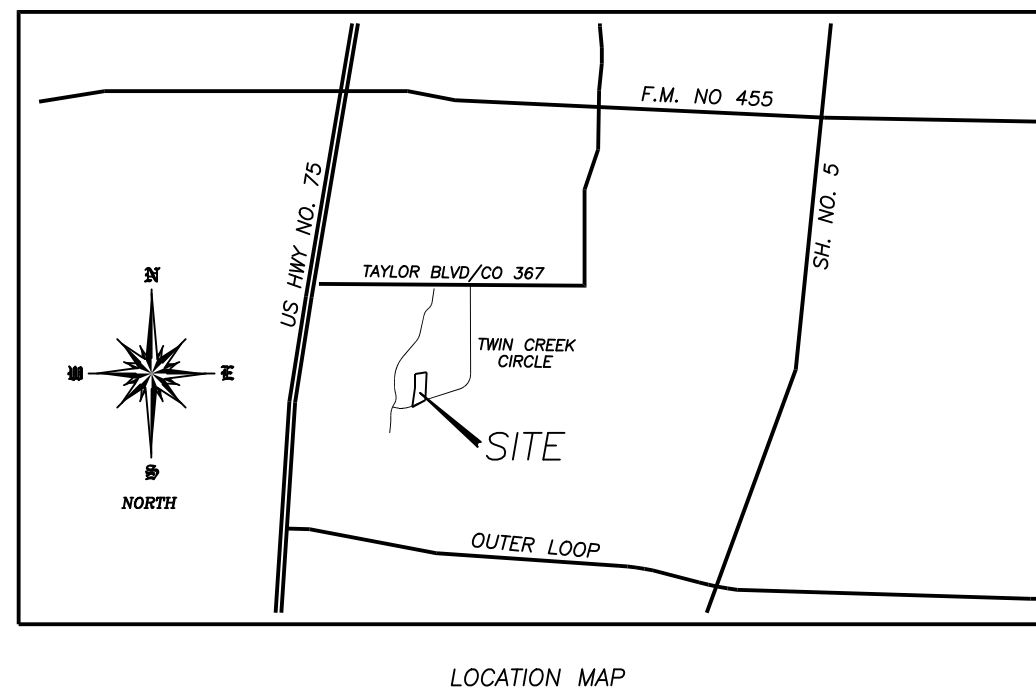
I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

David J. Surdukan
Registered Professional Land Surveyor
Registration No. 4613

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. Surdukan, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for Collin County, Texas
My Commission Expires: _____



OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, Jose Samuel Ordonez Jurado, Margarita Rodriguez Jurado & Maria De Los Angeles Ordonez Jurado, is the owners of a tract of land situated in the Ezra Shelby Survey, Abstract No. 839, in the City of Anna ETJ, Collin County, Texas, and also being all of 3.938 acre tract conveyed to Jose Samuel Ordonez Jurado, Margarita Rodriguez Jurado & Maria De Los Angeles Ordonez Jurado, as recorded in C.C. No. 20110301000219220, Land Records, Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for corner at the northwest corner of said 3.938 acre tract, said iron rod also being at the northeast corner of a called 2.3113 acre tract conveyed to the Twin Creeks Association, Inc as recorded in C.C. No. 20180306000277950, Land Records, Collin County, Texas;

THENCE N 81°35'08" E a distance of 257.29' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE S 02°25'12" W a distance of 618.81' to a 1/2" iron rod found for corner in Twin Creeks Circle;

THENCE S 71°51'22" W a distance of 7.53' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE S 61°31'22" W a distance of 323.00' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE N 07°50'22" E a distance of 456.31' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner at the southeast corner of said called 2.3113 acre tract;

THENCE N 00°05'24" E following the east line of said 2.3113 acre tract a distance of 284.92' to the POINT OF BEGINNING and containing 171,561 Square Feet or 3.938 Acres of land.

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Jose Samuel Ordonez Jurado, Margarita Rodriguez Jurado & Maria De Los Angeles Ordonez Jurado, does hereby adopt this plat designating the hereinabove described property as **JUARDO ESTATES, BLOCK A, LOTS 1 AND 2**, an addition to Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

WITNESS my hand this the ____ day of _____, 2021.

JOSE SAMUEL ORDONEZ JURADO — OWNER

MARGARITA RODRIGUEZ JURADO — OWNER

MARIA DE LOS ANGELES ORDONEZ JURADO — OWNER

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOSE SAMUEL ORDONEZ JURADO, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for Collin County, Texas
My Commission Expires: _____

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MARGARITA RODRIGUEZ JURADO, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for Collin County, Texas
My Commission Expires: _____

FINAL PLAT
JUARDO ESTATES
BLOCK A, LOTS 1 & 2
BEING 3.938 ACRES OUT OF THE
EZRA SHELBY SURVEY, ABSTRACT NO. 839
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
JOSE SAMUEL ORDONEZ JURADO & MARGARITA RODRIGUEZ JURADO & MARIA DE LOS ANGELES ORDONEZ JURADO
9831 TWIN CREEKS CIRCLE
ANNA, TEXAS 75409
(214) 394-0061

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

APPROVED THIS DAY ____ OF _____, 2021
BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

MAYOR

CITY SECRETARY

NOTES:

- The original copy will have original signatures, stamp seal and an impression seal.
- Copyright 2021, Surdukan Surveying, Inc.
- This survey is being provided solely for the use of the current parties.
- This survey is subject to all easements of record.
- The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
- Electric is provided by Grayson Collin Electric Cooperative.
- Water is provided by City of Anna.
- Septic is onsite.
- The purpose of this plat is to subdivide 3.938 acres into 2 lots.

NOTICE:

Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

FLOODPLAIN NOTE:

According to the Flood Insurance Rate Map (FIRM) Map No. 48085C0155 J, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this tract lies with in Zone X (Unshaded).

APPROVED
NOVEMBER 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 1, 2021
P&Z COMMISSION
CITY OF ANNA

SURDUKAN SURVEYING, INC.

P.O. BOX 126

ANNA, TEXAS 75409

(972) 924-8200

October 28, 2021

City of Anna City Council
City of Anna
3223 North Powell Parkway
Anna, Texas 75409

Re: Final Plat for Jurado Estates – Waiver Requests

Mayor and Members of the City Council:

On behalf of the Developers, Jose Samuel Ordonez Jurado, Margarita Rodriguez Jurado and Maria De Los Angeles Ordonez Jurado, Surdukan Surveying, Inc. has submitted a Final Plat for Jurado Estates. The plat is expected to be heard at the November 3, 2021 Planning & Zoning Commission meeting.

We are respectfully requesting this Final Plat be approved with the following waiver:

- **Section 9.02087 Subdivision Ordinance: Waive the 40' minimum frontage on a public street requirement.**

This two Lot subdivision is located at 9831 Twin Creeks Circle, Anna, Texas. This Final Plat is in the ETJ of Anna. The Owners are requesting this waiver of the 40 minimum frontage on a public road from 40' to 22' due to the Lot having to meet the requirements for the County OSSF design standards. Having a 40' wide strip would interfere with the current septic system for Lot 1.

We appreciate your consideration of this waiver request and approval of the Final Plat.

Sincerely,



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



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Conduct a Public Hearing to consider public comments regarding establishing a City of Anna Property Assessed Clean Energy (PACE) Program. (Director of Economic Development Joey Grisham).

SUMMARY:

On October 26, 2021 the City Council approved a resolution of intent to establish a Property Assessed Clean Energy (PACE) Program and set a public hearing date of November 9, 2021.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Res 2021-10-1031 Notice of Intent to Establish a Program Under the Texas _PACE_ Act of 2013
2. Anna PACE Report with Exhibits
3. Memorandum No 21-102 City of Anna PACE Program Request and Establishment Considerations

APPROVALS:

Taylor Lough, Economic Development Administrator
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. 2021-10-1031

A RESOLUTION OF THE CITY OF ANNA, TEXAS GIVING NOTICE OF INTENT TO ESTABLISH A PROGRAM UNDER THE TEXAS PROPERTY ASSESSED CLEAN ENERGY ("PACE") ACT OF 2013 FOR THE CITY OF ANNA, AS PROVIDED BY TEXAS LOCAL GOVERNMENT CODE CHAPTER 399; AND SETTING A PUBLIC HEARING.

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Anna (the "City") will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") finds that financing energy and water conserving projects through contractual assessments ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City's corporate limits and extraterritorial jurisdiction as a region within which a designated City authorized representative and the record owners of qualified real property may enter into PACE financing agreements:

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

Section 1. Recitals Incorporated.

The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

Section 2. Expression of Intent to Adopt Program.

A. City hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.

B. City intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large

multifamily residential real property. The program is to be called Anna Property Assessed Clean Energy Program ("Anna PACE").

C. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

D. An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

E. The boundaries of the entire geographic area within City's jurisdiction, including all areas within the City's corporate limits and extraterritorial jurisdiction are the boundaries of the region where PACE financing and assessments can occur.

F. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the PACE program.

G. The City will contract with Texas PACE Authority, a qualified non-profit organization to be the independent third-party Authorized Representative.

H. The City will consult with the County Tax Assessor/Collector for the County of Collin.

Section 3. Report Publicly Available.

The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of the City of Anna and in the Economic Development Inc-Cube Office at 312 North Powell Parkway, and is incorporated in this resolution and made a part hereof for all purposes.

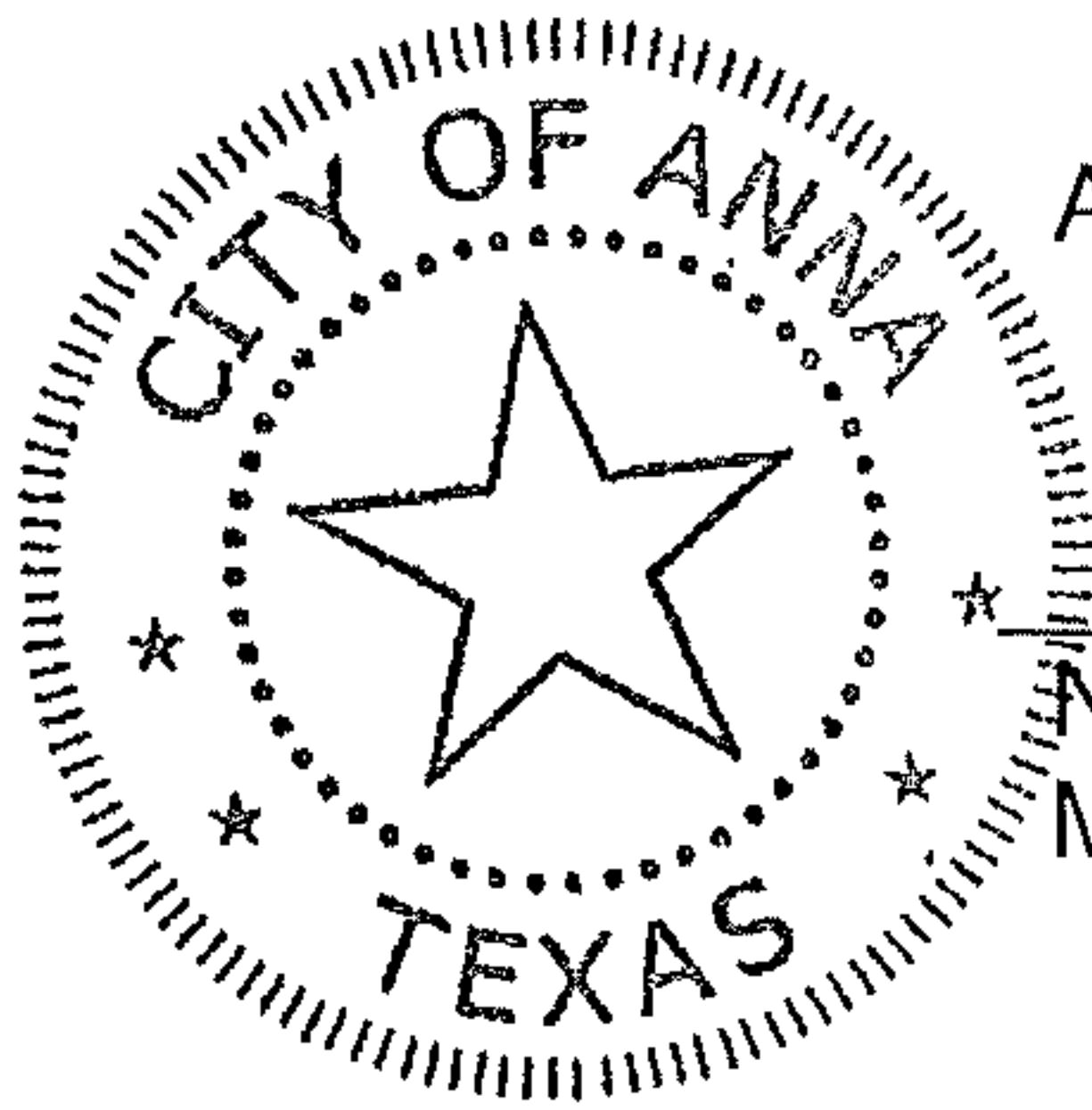
Section 4. Notice of Public Hearing.

The City Council will hold a public hearing on the proposed PACE program and report on November 9th at 6:30 p.m. in the Anna ISD Board Room at 201 E. 7th Street, Anna, Texas 75409.

DULY PASSED by the City Council of the City of Anna, Texas, this 26th day of 10, 2021.

ATTESTED:

Carrie L. Land
Carrie L. Land
City Secretary



APPROVED:

Nate Pike
Nate Pike
Mayor

PACE IN TEXAS

PROGRAM OVERVIEW



City of Anna
October 26, 2021

DUB TAYLOR – COO, TEXAS PACE AUTHORITY

- Joined the Texas PACE Authority in February 2020, after 21 years as the director of the Texas State Energy Conservation Office (SECO) – part of the Texas Comptroller of Public Accounts
- Managed engineering, technical assistance and energy/water efficiency loan programs for public entities
- Prior to public service, private sector experience was focused on commercial real estate, property appraisal and property tax consulting



THE PROBLEM...

Business owners know they can save money over the long haul by investing in energy/water saving upgrades to their properties

- Even modest upgrades can be expensive
- Hard to pay those upfront costs given all their other expenses

Failing equipment is replaced on emergency, piecemeal basis at a premium cost with no systems optimization

Results in higher operating costs, lower building performance, indoor comfort challenges, lower productivity

A SOLUTION...

PACE = PROPERTY ASSESSED CLEAN ENERGY

Innovative financing tool that provides long term, low cost 100% funding for energy efficiency, water conservation and distributed generation projects

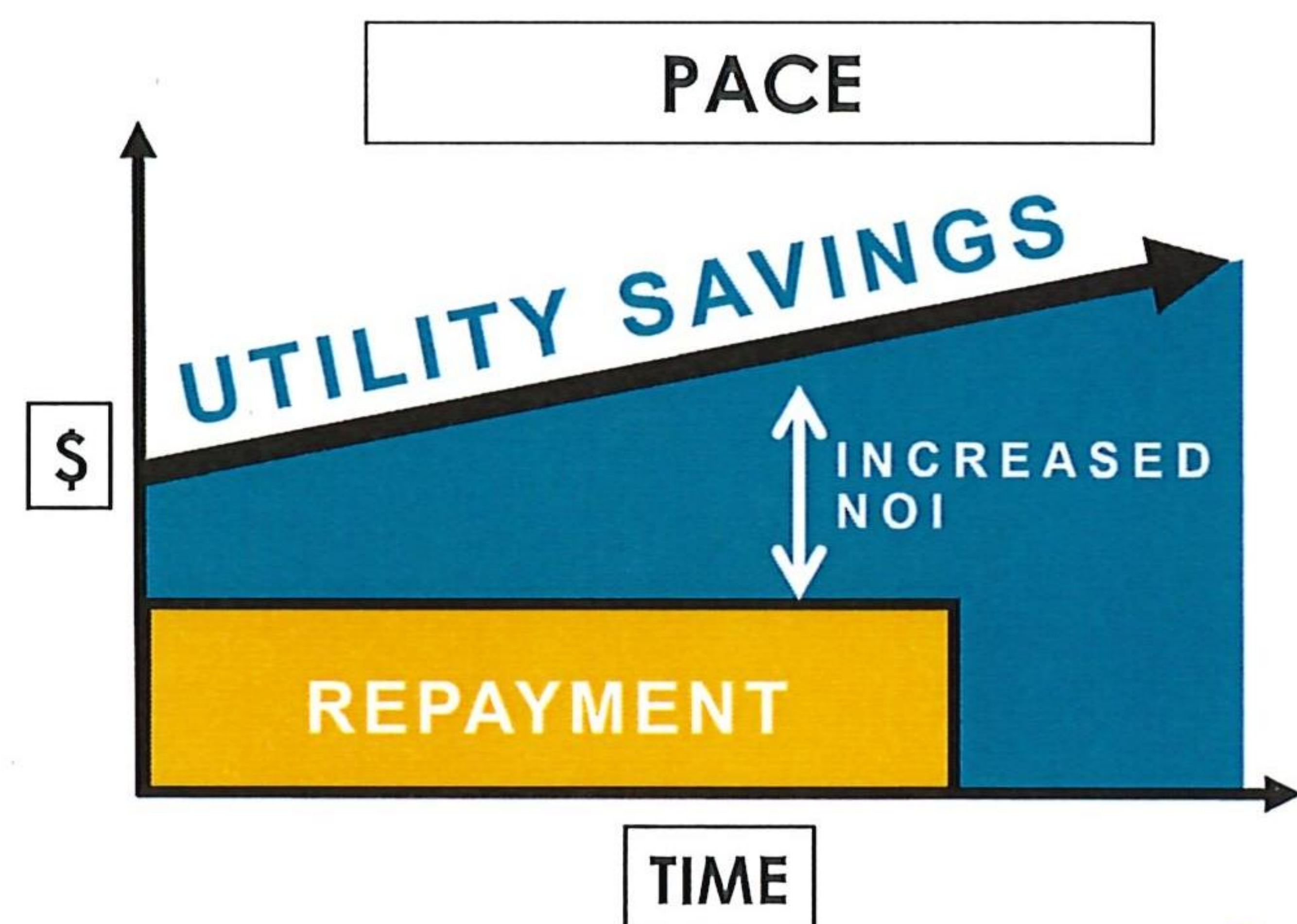
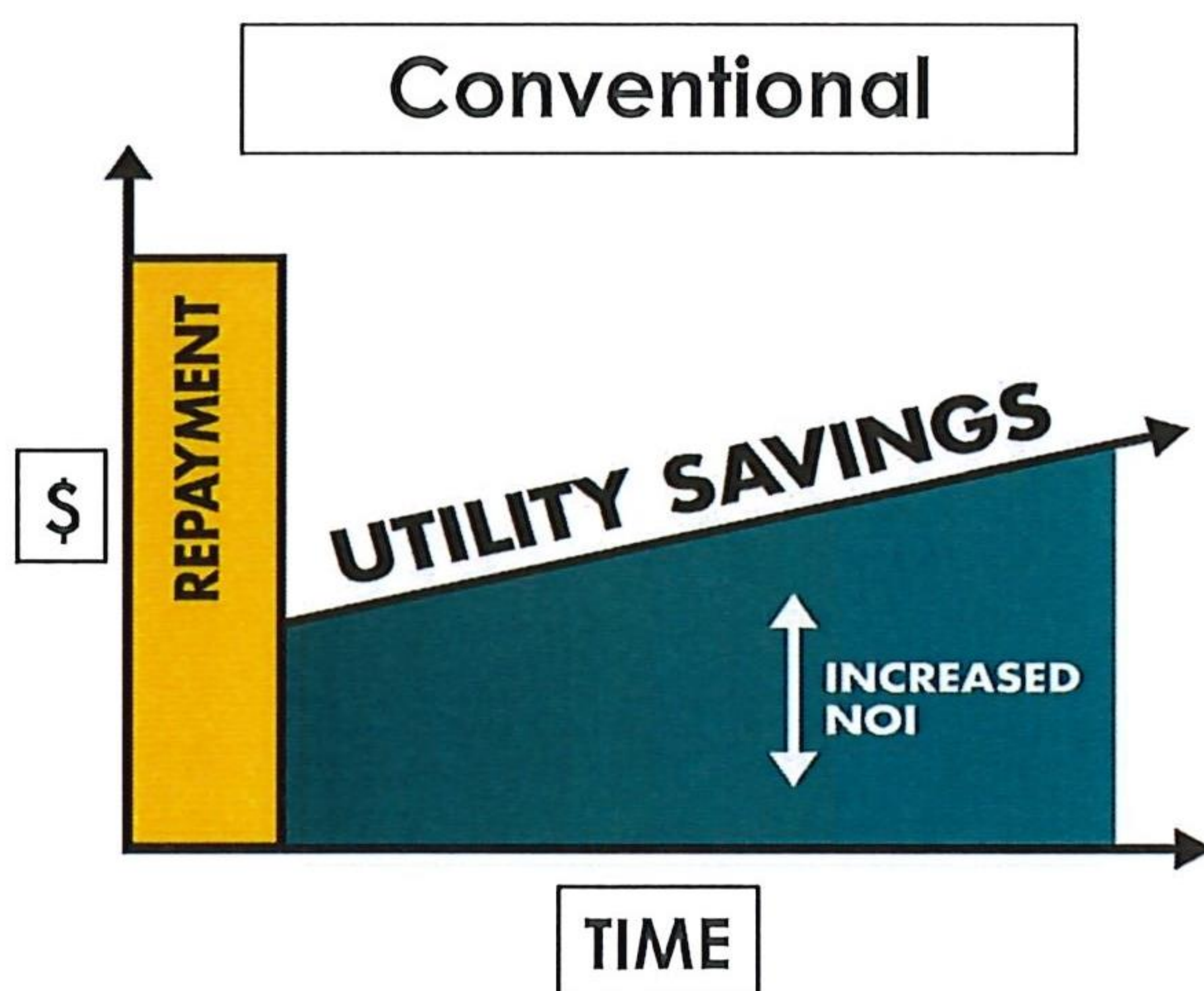
- Private financing secured by a special property assessment in place over the financing term/useful life of the improvements
 - State Authorized – Local Gov't Code 399
 - Local Government Enabled
 - Voluntary & Open Market

Eligible Property

- Commercial (including non-profit)
- Multi-family (5+ units)
- Industrial (manufacturing/agricultural)

WHY PACE?

- Improves assets – budget neutral/cashflow positive
 - Lowers utility usage/costs
 - Increases net operating income



PACE - ELIGIBLE IMPROVEMENTS

Projects that reduce energy or water usage or generate energy onsite

Energy

- High efficiency chillers, boilers, and furnaces
- Mechanical system modernization
- Air cooled systems to water or geothermal cooled systems
- Energy management systems and controls
- High efficiency lighting upgrades
- Building envelope improvements
- Combustion and burner upgrades
- Fuel switching
- Heat recovery and steam traps
- Renewable/DG energy systems

Water

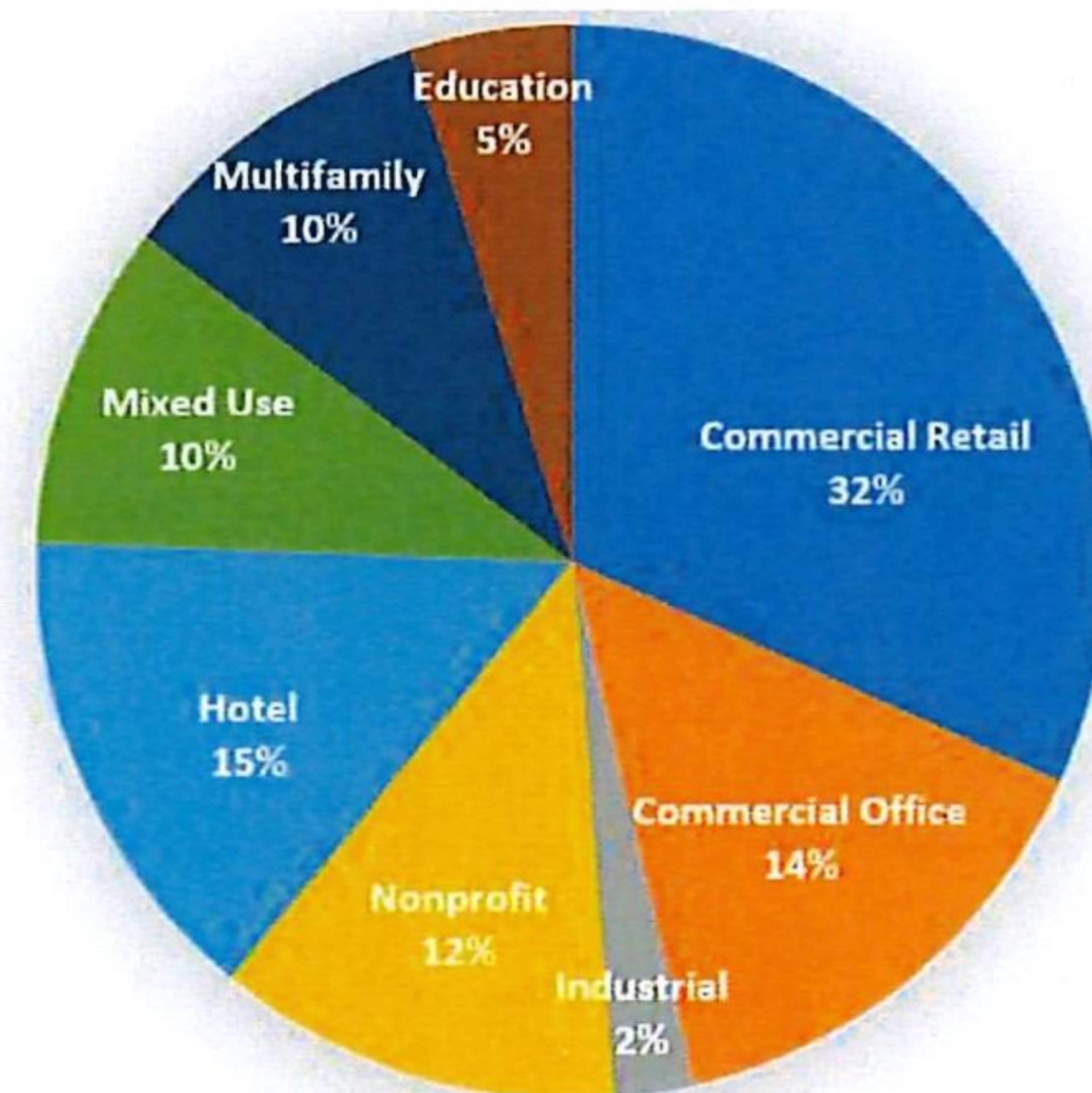
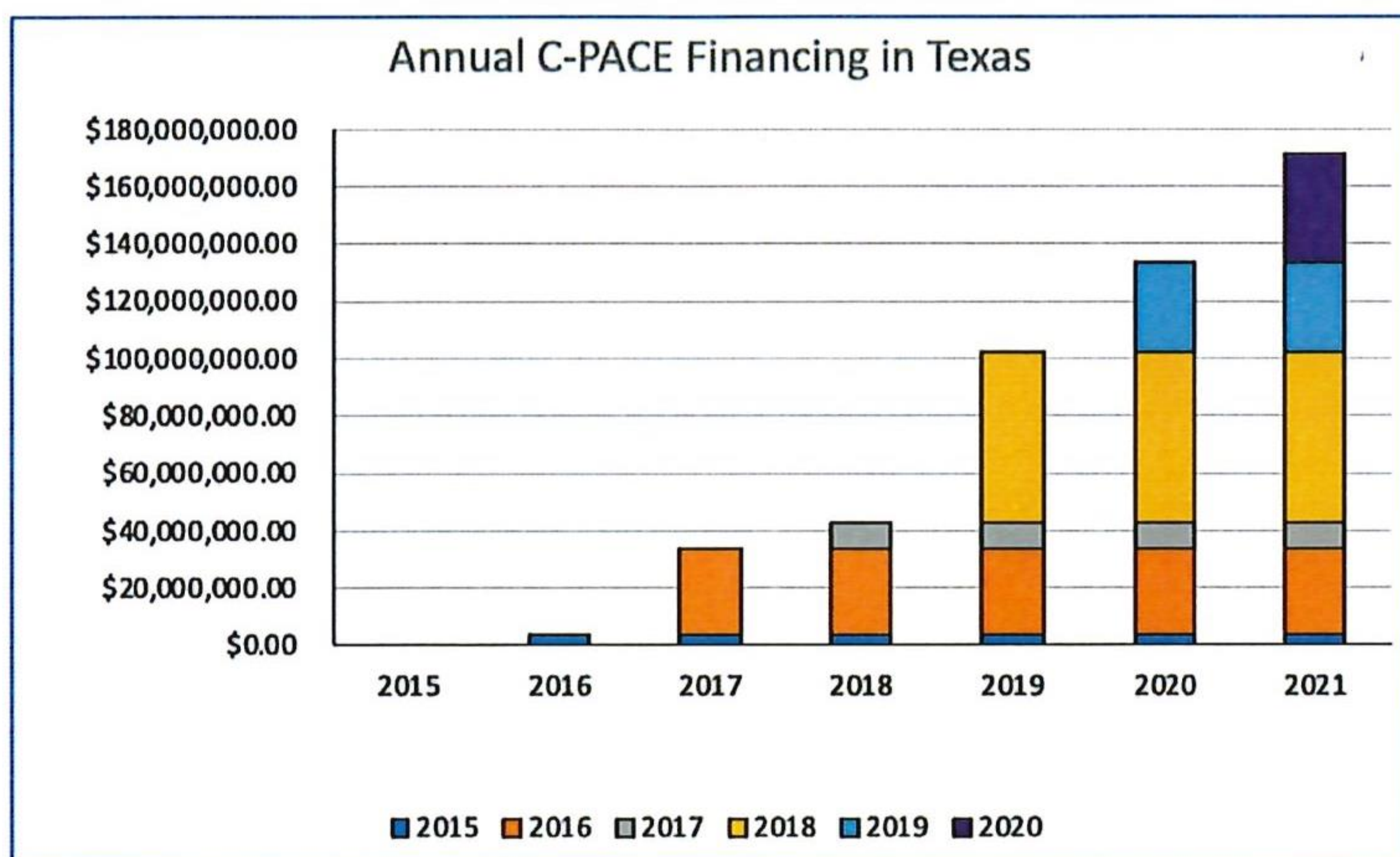
- High efficiency water heating systems
- Water conservation systems
- Wastewater recovery and reuse systems
- Alternate, on-site sources of water (A/C condensate, rainwater, RO reject water, foundation drain water, etc.)
- On-site improvements to accommodate reclaimed water use
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

PACE HELPS OVERCOME INVESTMENT BARRIERS

Investment Barrier	TX-PACE Solution
Upfront capital	No upfront capital needed
Short financing term / long ROI	Funded up to life of equipment (20 years+)
Lack of funding	100% financing – not a personal or business loan
Landlord / tenant split incentives	Can be passed to tenants
Short-term ownership	Stays with the land - is transferred upon sale

TX-PACE BY THE NUMBERS

➤ \$174 million of investment to date



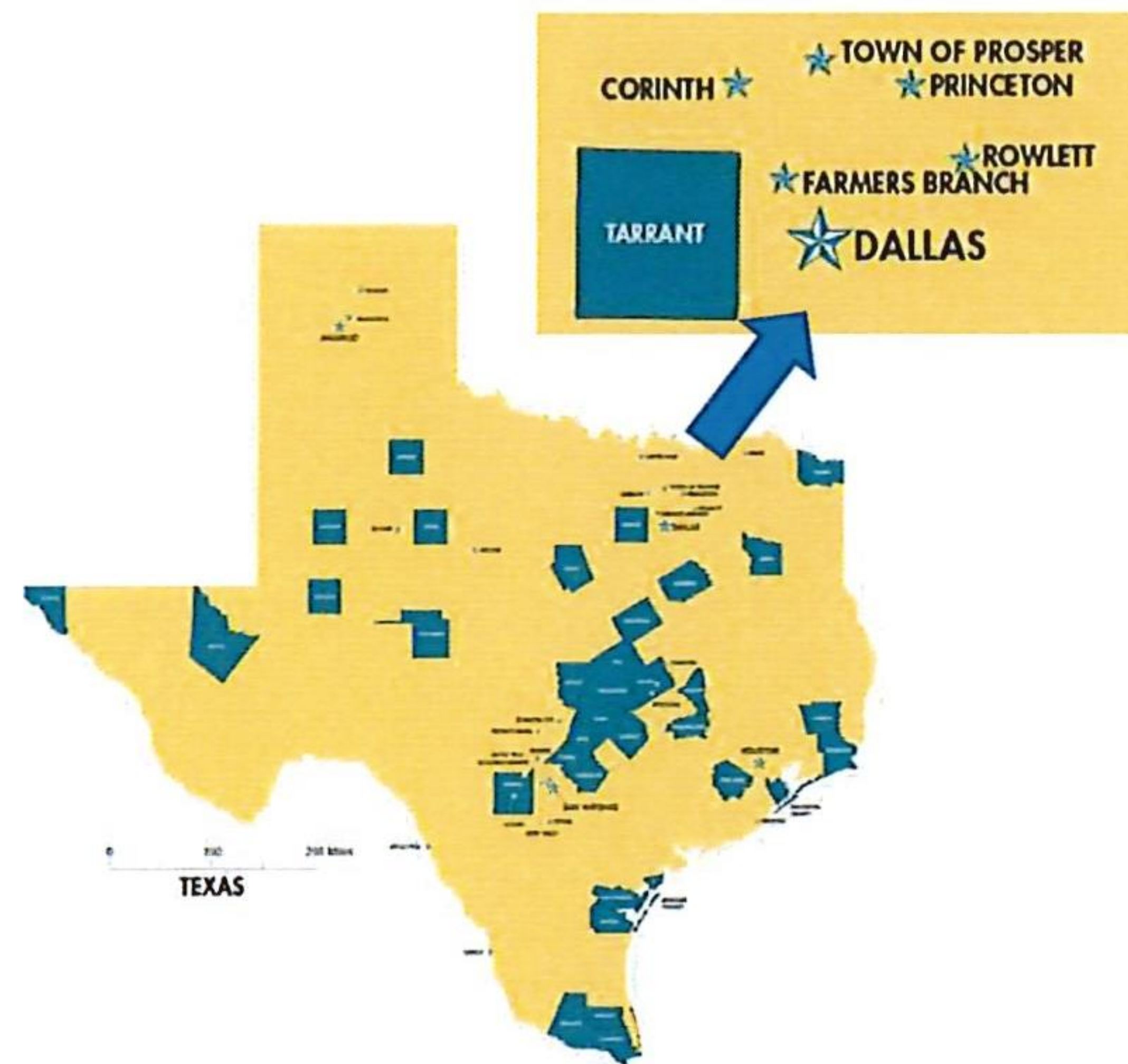
MEASURE TYPE

Energy Efficiency: 55% / Water Conservation: 33% / Distributed Gen: 12%

THE GROWING TX-PACE MARKET

CITIES

City of Abilene	City of Amarillo	City of Balcones Heights
City of Boerne	City of Borger	City of Carrington
City of Castle Hills	City of Corinth	City of Dallas
City of Eagle Pass	City of Farmers Branch	City of Fredericksburg
City of Freeport	City of Gainesville	City of Hondo
City of Houston	Jacinto City	Johnson City
City of Laredo	City of Leon Valley	City of Panhandle
City of Paris	City of Poteet	City of Princeton
Town of Prosper	City of Rockdale	City of Rowlett
City of San Antonio	City of Snyder	



COUNTIES

Aransas County	Bastrop County	Bell County
Bowie County	Brazos County	Burnet County
Cameron County	Comal County	Dawson County
Dickens County	El Paso County	Erath County
Fisher County	Fort Bend County	Galveston County
Guadalupe County	Hardin County	Hays County
Hidalgo County	Jefferson County	Medina County
McLennan County	Midland County	Milam County
Navarro County	Nueces County	Reeves County
San Patricio County	Smith County	Tarrant County
Tarrant County	Travis County	Washington County
Willacy County	Williamson County	

- 64 local PACE programs
- +60% of state population covered

LOCAL GOVERNMENT ADOPTION



MUNICIPALITY OR COUNTY

- 1) Public briefing/discussion (optional)
- 2) Post **Report** on how PACE program will work
- 3) Pass **Resolution of Intent** to establish PACE program
- 4) Public hearing (required)
- 5) Pass **Resolution to Establish** PACE program
- 6) Select administrator



**Municipalities
Counties**

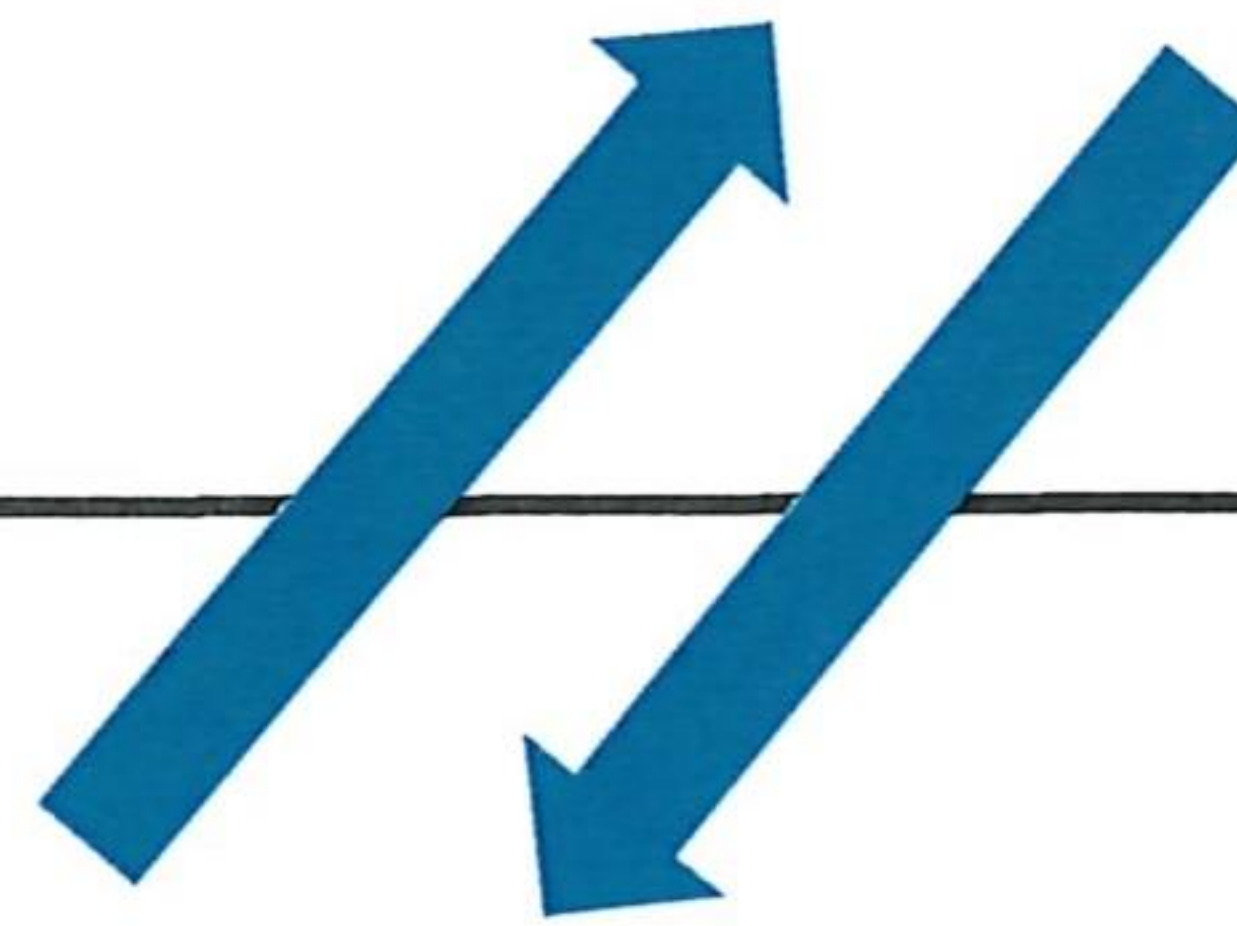


**TEXAS PACE
AUTHORITY**

501(c)(3)

Governmental

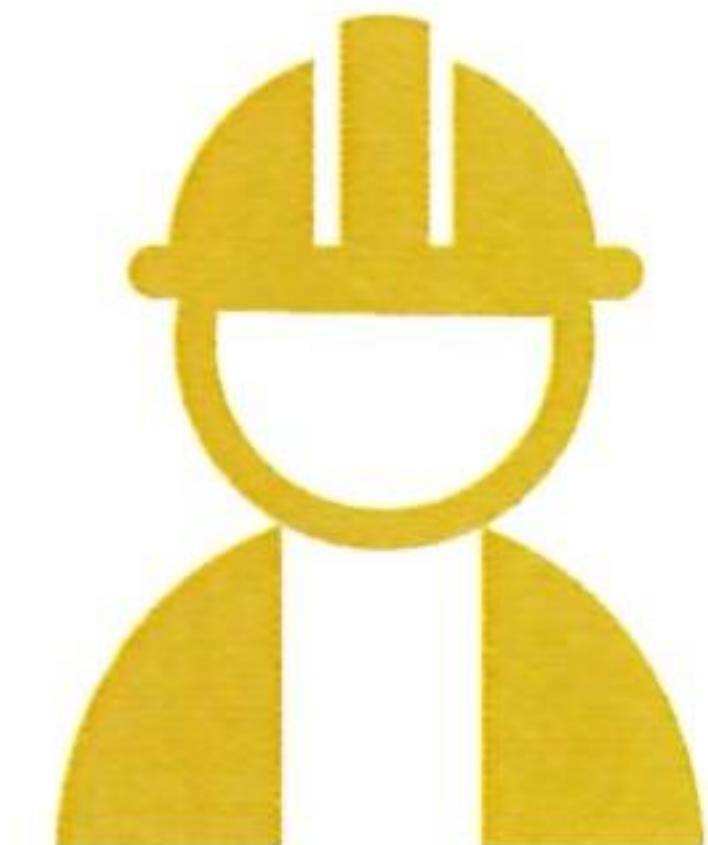
Private



Capital Providers



Property Owners



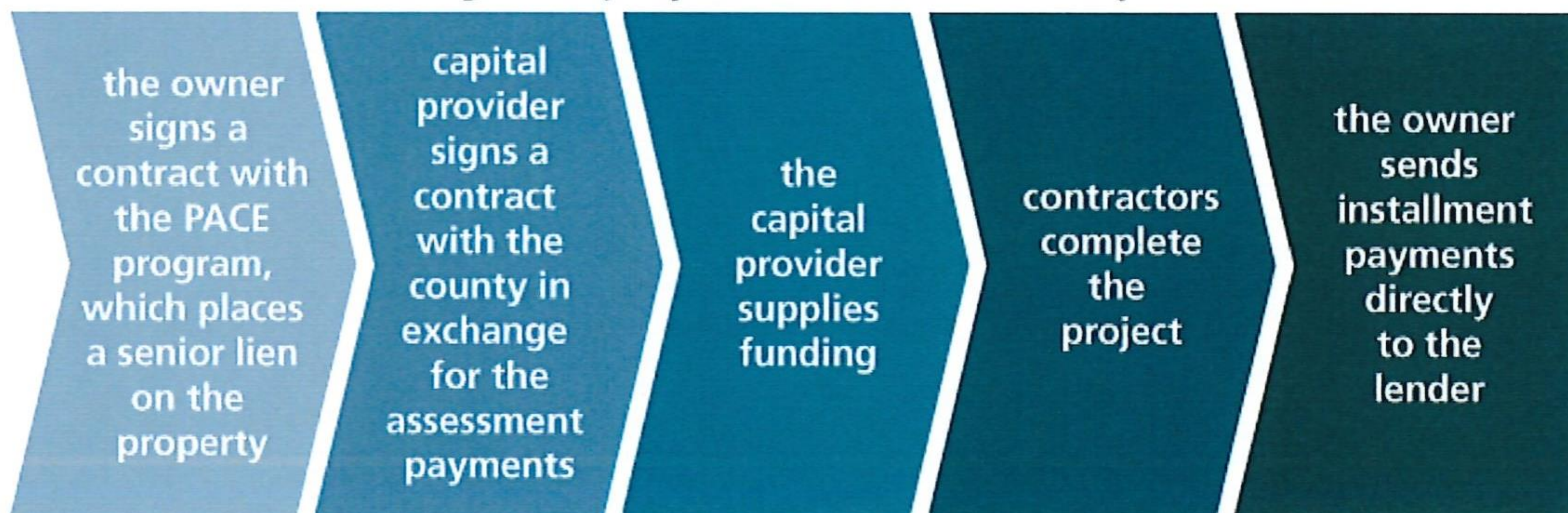
Service Providers

How It Works

A Building Owner:



If the owner, building, and project all meet PACE requirements:



UNDERWRITING METRICS

Underwriting Criteria	Guideline
Assessment to Assessed Value Ratio	≤20% of the assessed property value. Requests for a variance are evaluated on a case-by-case basis. *25% as of 1/22/2021
Savings to Investment Ratio (SIR)	≥1.0. Requests for a variance are evaluated on a case-by-case basis.
Mortgage Holder Consent	Written consent required from existing mortgage holders.

TECHNICAL STANDARDS

- **Based on Nationally Accepted Standards**

- American Society for Testing and Materials (ASTM)
- International Performance Measurement and Verification Protocol (IPMVP)
- American National Standards Institute / Building Owners and Managers Association (ANSI / BOMA)
- American Society of Heating, Refrigerating & Air-Conditioning Engineers (ASHRAE)
- National Institute of Standards and Technology (NIST)

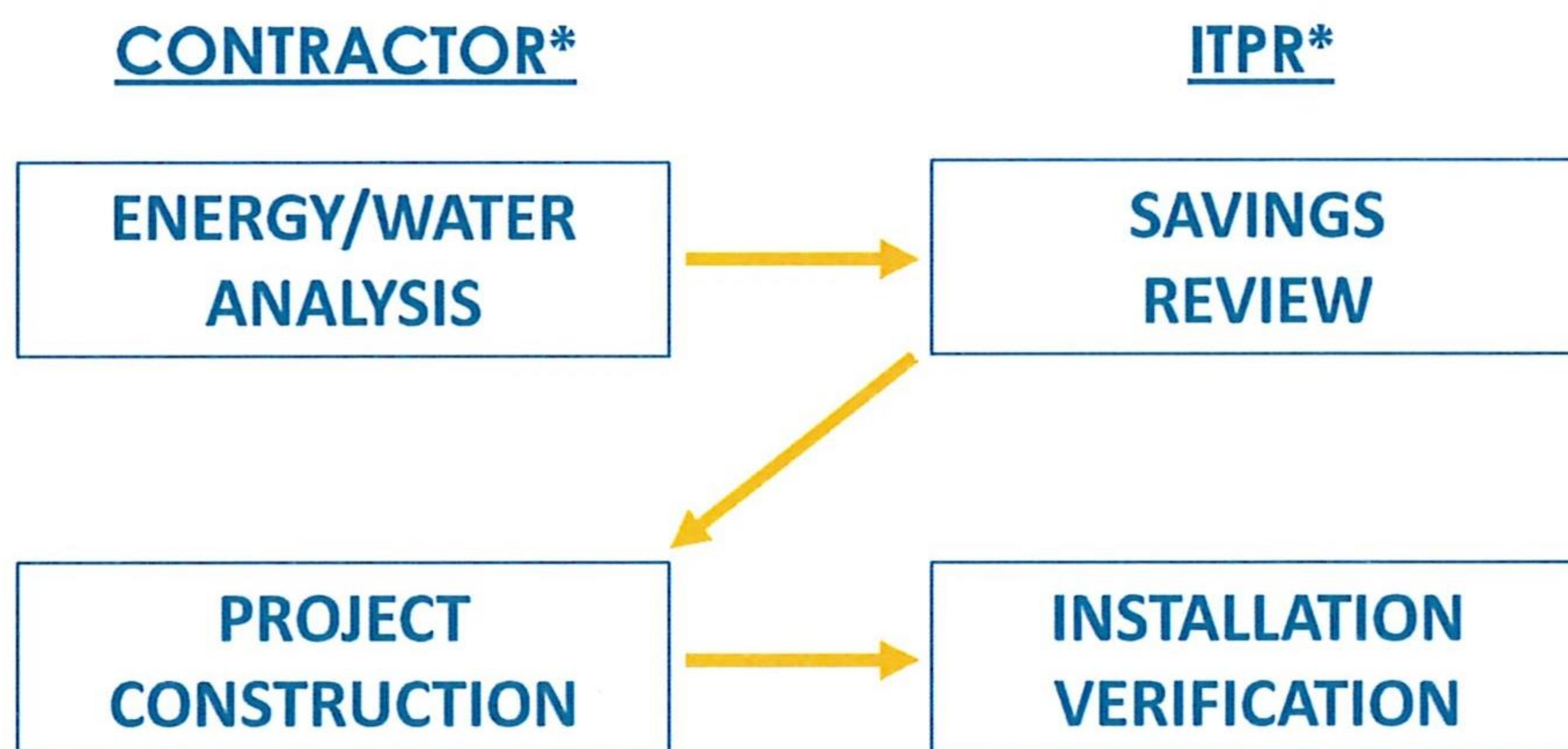
- **Independent Third Party Reviewer (ITPR) - Qualifications**

- Texas-licensed Professional Engineer with energy/water efficiency experience
- Preferred certifications: ASHRAE, AEE, Building Commissioning Association



<https://www.texaspaceauthority.org/Documents/Program%20Guide.pdf?dl=0>

THE PACE PROCESS – PROJECTS



*Owner-selects Contractor and ITPR

TX-PACE PROJECT DIVERSITY

- Urban and rural
- Office, mixed-use, non-profit, hospitality, multi-family, parking garage, retail
- Energy efficiency, water conservation, distributed generation & demand reduction/resiliency projects
- Project sizes: \$68,000 - \$24,000,000
- All received 100% financing



CONGREGATION BETH ISRAEL

Austin / Travis County



Measures:

- HVAC
- BAS controls
- Window film

Utility Incentives:

\$11,000

Assessment Total:

\$452,105

Utility Savings:

20% Annually



1225 NORTH LOOP WEST

Houston



Measures:

- HVAC
- BAS
- LED lighting

Utility Incentives:

\$30,000

Assessment Total:

\$1,304,352

Utility Savings:

38% Annually



BUTLER BROTHERS BUILDING - DALLAS



Measures:

- HVAC
- Lighting
- Insulation, roof
- Windows
- Plumbing fixtures

Incentives:

\$21 million
Historic Tax Credits

Assessment Total:

\$23.9 million

Annual Utility Savings: 40%

Electric: 6.6 million kWh
Water: 700K gallons



PEARL POINT APARTMENT HOMES

Rockport / Aransas County



Measures:

Above-code

- Lighting
- Plumbing fixtures
- Building envelope
 - Windows
 - Wall insulation
 - Roof insulation

Assessment Total:

\$2.75 million

Annual Utility Savings:

Electric: 926,000 kWh

Water: 3.2 million gallons



BARFIELD BUILDING

City of Amarillo

Measures:

- Ductless VRF HVAC
- Low voltage LED lighting
- Building envelope
- Water efficiency
- Domestic water heating

Historic Tax Credit financing:

\$9,050,551

Assessment Total:

\$6,471,443

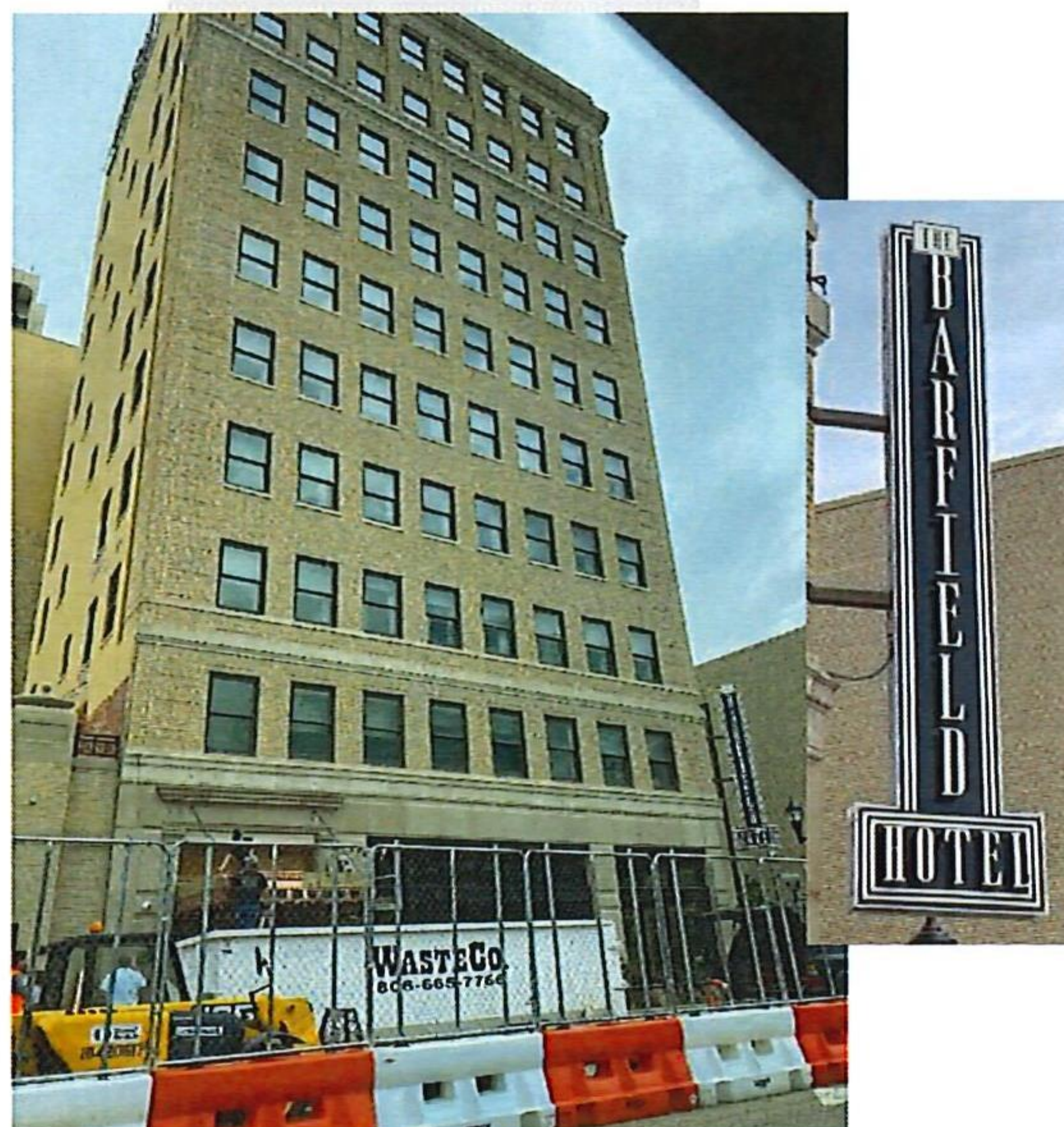
Total Savings:

Electric: 73%

Gas: 79%

Water: 60%

MARRIOTT
BONVOY



PACE is a WIN-WIN-WIN (WIN-WIN)

- ✓ **Property Owners** – lower utility bills, energy independence, energy efficiency, property value increase
- ✓ **Contractors** – source of increase in business, more local hiring, best practices, keeping up with technology advancements
- ✓ **Lenders** – new loans, steady & stable process, fully collateralized, Tax Assessment lien position, improved asset value
- ✓ **State of Texas** – reduced peak demand, enhanced grid reliability, distributed generation as resilient power source, improved air quality, water resource conservation
- ✓ **Communities** – increased economic development and jobs, improved building infrastructure, more appealing building stock and plants

RESOURCES

- **Texas PACE Authority:** www.texaspaceauthority.com
- **TX-PACE Program Guide and Technical Standards**
www.texaspaceauthority.org/Documents/Program%20Guide.pdf?dl=0
- **Events and Training – (Online Contractor Training Soon!)**
www.texaspaceauthority.org/event-directory
- **Case Studies**
www.texaspaceauthority.org/resources/case-studies-marketing/
- **Service Provider Directory**
<https://www.texaspaceauthority.org/service-provider-directory/>

QUESTIONS?

Dub Taylor, COO

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www.texaspaceauthority.org

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009
FOR PROPOSED PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for Anna, Texas (“**Local Government**”) Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The Local Government has chosen to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>

1. Eligible Properties

The Local Government's PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government's PACE region may participate in PACE financing. ***"Eligible Properties"*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential², and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***"Qualified Improvements"*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE

² This encompasses single family residential and any multi-family properties with fewer than five units.

financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs,
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the Local Government to meet its water conservation goals

Finally, through the reduction in energy consumption as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants. EPA regulations have significant impacts on air quality standards in Texas. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision that explicitly shields the Local Government and its employees, members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.³

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist

³ TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions.⁴ The PACE Act further authorizes the Local Government to enter into a contract with a third party to provide administrative services for the PACE program (the “*Authorized Representative*”). The Local Government will delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the Local Government.

The Authorized Representative’s role is to serve as an extension of the local government staff to provide oversight of the program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach.

The Authorized Representative will be funded by administrative fees paid by the property owners establishing a PACE project, charitable grants or other authorized sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the Local Government.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of other PACE programs and the Texas PACE in a Box model program by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business Administration small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and

⁴

TX Local Government Code §399.003(b)

- Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
- Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits including the City's extraterritorial jurisdiction.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Local Government with the County Clerk is attached to this Report as Exhibit 4.

- d. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial,

industrial or residential real property with five (5) or more dwelling units;⁵ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁶

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁷

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes the Local Government to delegate administration of the PACE program to a third-party "Authorized Representative." The Local Government may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee.
- f. Project Review. Track and provide a public overview with savings metrics for all PACE projects
- g. Plans for Insuring Sufficient Capital⁸. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline

⁵ TX. Local Gov't Code §399.002(5).

⁶ TX. Local Gov't Code §399.002(3).

⁷ TX. Local Gov't Code §399.004.

⁸ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
- (1) A description of the specific Qualified Improvements to be installed or modified on the property,
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed, and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
- k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁹ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

⁹ TX. Local Gov't Code §399.009(b).

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
- (2) the applicant is current on mortgage and property tax payments,
- (3) the applicant is not insolvent or in bankruptcy proceedings,
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The Local Government determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.

The Local Government determines to be eligible for PACE financing, the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$). A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider factors in a variance request including:

- (a). Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized?
- (c). What is the SIR calculation for the project (how far below 1?);
- (d). If the SIR is < 1 over the term of the assessment, is the $SIR > 1$ over the useful life of the equipment?
- (e). What is the impact of a variance request on affected third parties? and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the company and the community.

l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁰

m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:

- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
- (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water

¹⁰ TX. Local Gov't Code §399.010.

consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
(3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of the County in which the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between the Local Government and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.¹¹

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and

¹¹ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

(3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹² The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.¹³
- p. Marketing and Education Services. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- q. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- r. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

¹² TX Local Gov't Code §399.011.

¹³ TX Local Government Code §399.011(a-1)

s. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
- (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

If the Local Government files suit to enforce collection, the Local Government may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the Local Government will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 1

MAP OF ANNA PACE REGION



EXHIBIT 2
FORM OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) OWNER CONTRACT including the attached exhibits (“**Owner Contract**”) is made as of the [REDACTED] day of [REDACTED], [REDACTED] (“**Effective Date**”), by and between the **City of Anna, Texas** (“**Local Government**”), and [REDACTED] (“**Property Owner**”). Local Government and Property Owner are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated [REDACTED], adopted by the [REDACTED] (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, d/b/a Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Anna, Texas, including the City’s extraterritorial jurisdiction, as a region (**the “Region”**) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], [REDACTED], Texas [REDACTED] - [REDACTED] (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A).

D. Pursuant to Application number [REDACTED], Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property shall be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government

enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Collin County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner represents and warrants that it has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$ [REDACTED], as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, as applicable, and Authorized Representative shall record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, attorney’s fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the “**Financing Documents**”) described in or copies of which are attached as

Exhibit C attached hereto and made a part hereof by reference. Property Owner shall pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to pay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney's fees, and costs, due under or authorized by the PACE Act, PACE Program, and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative shall deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

☐ Property Owner requests an annual notice of assessment from Local Government.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property's Owner's obligations under this Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Property Owner agrees that any such temporary withholding shall not reduce the amount of the administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract shall cease and terminate, except for rights under Sections 18, 20, 21 and 22. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative

shall execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Property Owner acknowledges that Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under such Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the Assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this section.

5. Lien Priority and Enforcement. Pursuant to Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under current statutes, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been

delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Collin County, Texas as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by sale or transfer of the Property, or by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48, as amended from time-to-time, as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the

basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien shall be recorded in the real property records of Collin County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees and warrants that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and shall transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third-party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program or the PACE Act.

10. Binding Effect. This Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this Owner Contract shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas’ choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this Owner Contract shall be in a state court locate in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This Owner Contract, including its exhibits, constitutes the entire agreement between Local Government and Property Owner with respect to the subject

matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local Government shall be reduced and any interest in excess of the usury limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Costs. No provision of this Owner Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Inspection and Audits. Local Government’s representatives may perform, or have performed, (a) audits of Property Owner’s documents, books and records, and (b) inspections of all places where Qualified Improvements are undertaken in connection with this Owner Contract. Property Owner shall keep its documents, books and records available for this purpose for at least three (3) years after this Owner Contract terminates. This provision does not affect the applicable statute of limitations.

19. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

20. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS OWNER CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE

INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL ACTION OR INACTION.

21. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS OWNER CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS OWNER CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT.

22. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

23. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold [REDACTED] % of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR"), or Property Owner shall pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

[REDACTED]

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF [REDACTED] §

COUNTY OF [REDACTED] §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on [REDACTED], [REDACTED] by [REDACTED],
[REDACTED], on behalf of [REDACTED].

(print name)

NOTARY PUBLIC, STATE OF [REDACTED]

LOCAL GOVERNMENT:

ANNA, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on , 20 by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender shall retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender shall then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) LENDER CONTRACT including the attached exhibits (“**Lender Contract**”) is made as of the [REDACTED] day of [REDACTED], [REDACTED], (“**Effective Date**”) by and between the **City of Anna, Texas** (“**Local Government**”) and [REDACTED] (“**Lender**”). Local Government and Lender are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated [REDACTED], adopted by the [REDACTED] (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, d/b/a Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Anna, Texas jurisdiction, including the City’s extraterritorial jurisdiction, as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number [REDACTED], [REDACTED] (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at [REDACTED], [REDACTED], Texas, [REDACTED] - [REDACTED] (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A to the Owner Contract which appears below as Exhibit A to this Lender Contract) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the

Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Collin County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract which appears below as Exhibit A to this Lender Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit C to the Owner Contract attached hereto as Exhibit A and made a part hereof (the “**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract which appears below as Exhibit A to this Lender Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ [REDACTED], according to the terms set out in the Financing Documents attached hereto as Exhibit C to the Owner Contract attached as Exhibit A. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative shall record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, attorney’s fees, and costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release

the Assessment upon notice from Lender of such payment in full. Local Government shall not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C to the Owner Contract attached as Exhibit A. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Lender agrees that any such temporary withholding shall not reduce the amount of administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C to the Owner Contract attached hereto as Exhibit A. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

- (i) Has a minimum net worth of \$5 million;
- (ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;
- (iii) Can provide independent certification as to availability of funds; and
- (iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the Assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this section.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing, advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender shall have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender shall retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property shall be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under the current statutes a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Collin County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced

by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the Project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents shall be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee shall be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative shall deliver an annual notice of assessment to Property Owner by first class mail or electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, and subject to consent by the county tax assessor and collector, Local Government agrees to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

- (1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing. A copy of the second notice of delinquency shall also be mailed to the holder of any mortgage lien on the property.

The holder of any mortgage lien on the Property shall have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative shall certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government shall notify Authorized Representative and shall file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative shall notify Lender of the filing of the proof of claim. Lender shall not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender shall reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. Pursuant to Sec. 399.014(a)(2) of the PACE Act, if the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment shall have the same priority status as a lien for any other ad valorem tax.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract shall cease and terminate. Upon notice from Lender that all amounts due have been paid in full Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Local Government shall not enter into any amendment or modification of or deviation from the Owner Contract without the prior written consent of Lender. Local Government or Authorized Representative shall not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government shall not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government shall have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program, or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered (a) by electronic

mail to admin@texaspaceauthority.org with written confirmation of receipt, or (b) by first-class mail addressed to the other party at the mailing address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this Lender Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This Lender Contract, including its exhibits, constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Lender further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Lender Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "**usury limit**"). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government shall be reduced and any interest in excess of the usury limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

18. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

19. Inspection and Audits. Local Government's representatives may perform, or have performed, audits of Lender's documents, books and records. Lender shall keep its documents, books and records available for this purpose for at least three (3) years after this Lender Contract terminates. This provision does not affect the applicable statute of limitations.

20. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

21. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold [REDACTED] % of the Financing until verification is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR") that the Project was properly completed and is operating as intended, or Property Owner shall pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner on or before the 30th day after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D of the Owner Contract attached hereto as Exhibit A and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By:_____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on , 20 by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

EXHIBIT 4

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. Anna, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated [REDACTED], adopted by the City Council, and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of Anna, Texas, including the City’s extraterritorial jurisdiction, as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. [REDACTED] (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], [REDACTED], Texas [REDACTED] - [REDACTED] and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by PACE Program and Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ [REDACTED] (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the “**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest, costs, fees, attorney fees, or penalties accrued thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of Collin County, Texas, until the Assessment, interest, or penalty is paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on [REDACTED], [REDACTED]

LOCAL GOVERNMENT:

ANNA, TEXAS

By: Texas Property Assessed Clean Energy Authority
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

E-mail: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on [REDACTED], 20[REDACTED] by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: [REDACTED], Property Owner

Grantees: Anna, Texas, Local Government
[REDACTED], Lender

After recording, return to- Texas PACE Authority
Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368

Memorandum

Memorandum No: 21-102

Date: October 19, 2021

To: Honorable Mayor and City Council

From: Jim Proce, ICMA-CM, City Manager 

Re: City of Anna PACE Program Request and Establishment Considerations

On October 5, 2021, the Economic Development Department was asked by a representative of Anna Villages to consider adopting a City of Anna Texas Property Assessed Clean Energy (PACE) program. This voluntary program was approved by State legislation (Chapter 399 of the Local Government Code) and is established by local governments to facilitate the use of private capital to finance water conservation and energy efficiency projects to eligible commercial, multifamily, nonprofit, and industrial property owners.

There is no financial liability to the City because the City never touches the money. Property owners choose a private sector capital provider and voluntarily request that the City place a senior lien on the property for the total cost of the project. The owner commits to the City that they will pay the assessment installments while the voluntary land-secured assessment is paid off over time. The energy and/or water savings are structured to exceed the cost of the assessment so that projects are cash flow positive. The assessment is tied to the property and the repayment obligation transfers to the next property owner if the property is sold. If the property owner fails to pay, the statute says the local government collects the payment in the same process as back taxes, but this has not happened in over 130 programs throughout the State of Texas.

Other area cities that have established PACE Programs include: Prosper, Princeton, Gainesville, Corinth, Rowlett, and Dallas, as well as Tarrant County.

Anna Villages

The proposed multifamily project is located on State Highway 5, south of FM-455/White Street. The property is currently zoned for up to 281 multifamily units per Ordinances 631-2013 and 692-2015. Anna Villages stated 20% of their project would be PACE funding eligible.

Program Administration

There is no additional staff needed as the City would adopt a professional services agreement for a third-party to administer the program. Existing Economic Development staff would manage the agreement.

The Texas PACE Authority is a non-profit organization that could administer the program. They collect an administrative fee from the property owner to pay for their staff needs. Lone Star PACE is another organization that administers City PACE Programs. The Anna Villages team would work with the third party selected to get projects approved and work with private groups for underwriting and capital financing of said projects.

The North Central Texas Council of Governments is also creating a regional PACE administration program that would allow local governments who have established a PACE program to sign a professional services agreement for NCTCOG to administer their program using a third-party selected through a competitive process. Pending Board approval, the NCTCOG expects to be able to begin formally partnering with City PACE programs in early 2022.

Decision Points

- The program may be applied to the city limits or the entire extraterritorial jurisdiction (ETJ). To allow future projects to take advantage of this program, staff recommends applying the program to the ETJ.
- The City may consider a professional services agreement for program administration with the TX-PACE Authority (as soon as the November 9 City Council meeting) or conduct a competitive process (30+ day process) or the NCTCOG through their selected administrator (early 2022).

Next Steps

1. A report will be available on the Economic Development website prior to the October 26 City Council meeting.
2. Next Council Meeting (October 26) the City Council will review adoption of a resolution of intent to establish the PACE Program and set a hearing date.
3. At the November 9 City Council Meeting, the City Council will hold a public hearing and review adoption of a resolution to establish the PACE Program.
4. Consider a professional services agreement with TX-PACE Authority (November 9 City Council meeting) or hold until NCTCOG is ready for agreements in early 2022.

Exhibit I: TX-PACE for Local Government Flyer



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution to Establish a City of Anna Property Assessed Clean Energy (PACE) Program. (Director of Economic Development Joey Grisham)

SUMMARY:

On October 26, 2021 the City Council approved a resolution of intent to establish a Property Assessed Clean Energy (PACE) Program. The resolution before the City Council is to establish a PACE Program.

On October 5, 2021, the Economic Development Department was asked by a representative of Anna Villages to consider adopting a City of Anna Texas Property Assessed Clean Energy (PACE) program. This voluntary program was approved by State legislation (Chapter 399 of the Local Government Code) and is established by local governments to facilitate the use of private capital to finance water conservation and energy efficiency projects to eligible commercial, multifamily, nonprofit, and industrial property owners.

FINANCIAL IMPACT:

There is no financial liability to the City because the City never touches the money. Property owners choose a private sector capital provider and voluntarily request that the City place a senior lien on the property for the total cost of the project. The owner commits to the City that they will pay the assessment installments and the voluntary land-secured assessment is paid off over time. The energy and/or water savings are structured to exceed the cost of the assessment, so projects are cash flow positive. The assessment is tied to the property so the repayment obligation transfers to the next property owner if the property is sold. If the property owner fails to pay, the statute says the local government collects the payment in the same process as back taxes, but this has not happened in over 130 programs throughout the State of Texas.

There is no additional staff needed as the City would adopt a professional services agreement for a third-party to administer the program. Existing Economic Development staff would manage the agreement.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Adopt the resolution to create a PACE program for the City of Anna and ETJ.

ATTACHMENTS:

1. Anna - Res. to Establish a PACE program-ETJ final
2. Anna PACE Report with Exhibits

APPROVALS:

Taylor Lough, Economic Development Administrator
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS ESTABLISHING A PROGRAM UNDER THE TEXAS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) ACT OF 2013 FOR THE CITY OF ANNA, AS PROVIDED BY TEXAS LOCAL GOVERNMENT CODE CHAPTER 399.

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Anna (the “City”) will further the goals of energy and water conservation without cost to the public;

WHEREAS, the City of Anna City Council (the “City Council”) finds that third-party financing of energy and water conserving projects through contractual assessments maintained by the City (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, on October 26, 2021 the City Council adopted Resolution No. 2021-10-1031 giving notice of an intent to establish a program under the PACE Act, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the City’s website and for inspection at City Hall;

WHEREAS, City Council finds that the administration of the PACE program by a qualified non-profit organization as an independent third-party Authorized Representative contracted by the City and compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of City resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to the City; and

WHEREAS, City Council also finds that because no City funds will be expended for PACE financing of the Authorized Representative’s services, the selection of such an independent third-party Authorized Representative is not subject to the Professional Services Procurement Act or other City purchasing requirements; and

WHEREAS, City Council held a public hearing on November 9, 2021 at 6:30 p.m. in the Anna ISD Board Room at 201 E. 7th Street, Anna, Texas 75409, at which the public could comment on the proposed program, including the report available for public inspection as mentioned above and as required by Section 399.008(a)(2);

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

Section 1. Recitals Incorporated.

The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

Section 2. Establishment of Program.

The City hereby adopts this Resolution Establishing the Anna Property Assessed Clean Energy Program ("Anna PACE"), herein called "the Program," and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to the City and its citizens.

Section 3. Contractual Assessments.

The City will, at the property owner's request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.

Section 4. Qualified Projects.

The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

Section 5. Region.

The boundaries of the entire geographic area within the City's jurisdiction including the City's extraterritorial jurisdiction ("ETJ") are included in the boundaries of the region where PACE financing and assessments can occur.

Section 6. Third- Party Financing.

Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Authorized Representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the

financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. City will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. City will not, at this time, provide financing of any sort for the Anna PACE program.

Section 7. Authorized Representative.

City Council designates Texas PACE Authority, a non-profit organization, to act as the Authorized Representative with authority to enter into written contracts with the record owners of real property in the City and its ETJ to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records of Collin County, all on behalf of Anna. The Authorized Representative may make technical and conforming updates as necessary so long as the changes are consistent with this resolution to establish the PACE program and the statute. The City Manager or his designee will be the liaison with the Authorized Representative.

Section 8. Enforcement.

The City will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.

Section 9. Report.

The final report on the Anna PACE program, prepared in accordance with Section 399.009 of the Texas Local Government Code is attached and incorporated into this resolution. The City will post this resolution and report on the City's website.

Section 10. Amendment of Program.

The City Council may amend the Anna PACE Program by resolution. However, another public hearing is required before the Anna PACE Program may be amended to provide for City financing of qualified improvements through assessments.

DULY PASSED by the City Council of the City of Anna, Texas, this 9th day of November 2021.

ATTESTED:

APPROVED:

Carrie L. Land
City Secretary

Nate Pike
Mayor

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009
FOR PROPOSED PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for Anna, Texas (“**Local Government**”) Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The Local Government has chosen to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>

1. Eligible Properties

The Local Government's PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government's PACE region may participate in PACE financing. ***"Eligible Properties"*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential², and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***"Qualified Improvements"*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE

² This encompasses single family residential and any multi-family properties with fewer than five units.

financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs,
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the Local Government to meet its water conservation goals

Finally, through the reduction in energy consumption as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants. EPA regulations have significant impacts on air quality standards in Texas. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision that explicitly shields the Local Government and its employees, members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.³

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist

³ TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions.⁴ The PACE Act further authorizes the Local Government to enter into a contract with a third party to provide administrative services for the PACE program (the “*Authorized Representative*”). The Local Government will delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the Local Government.

The Authorized Representative’s role is to serve as an extension of the local government staff to provide oversight of the program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach.

The Authorized Representative will be funded by administrative fees paid by the property owners establishing a PACE project, charitable grants or other authorized sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the Local Government.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of other PACE programs and the Texas PACE in a Box model program by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business Administration small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and

⁴

TX Local Government Code §399.003(b)

- Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
- Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits including the City's extraterritorial jurisdiction.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Local Government with the County Clerk is attached to this Report as Exhibit 4.

- d. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial,

industrial or residential real property with five (5) or more dwelling units;⁵ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁶

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁷

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes the Local Government to delegate administration of the PACE program to a third-party "Authorized Representative." The Local Government may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee.
- f. Project Review. Track and provide a public overview with savings metrics for all PACE projects
- g. Plans for Insuring Sufficient Capital⁸. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline

⁵ TX. Local Gov't Code §399.002(5).

⁶ TX. Local Gov't Code §399.002(3).

⁷ TX. Local Gov't Code §399.004.

⁸ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
- (1) A description of the specific Qualified Improvements to be installed or modified on the property,
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed, and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
- k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁹ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

⁹ TX. Local Gov't Code §399.009(b).

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
- (2) the applicant is current on mortgage and property tax payments,
- (3) the applicant is not insolvent or in bankruptcy proceedings,
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The Local Government determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.

The Local Government determines to be eligible for PACE financing, the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$). A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider factors in a variance request including:

- (a). Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized?
- (c). What is the SIR calculation for the project (how far below 1?);
- (d). If the SIR is < 1 over the term of the assessment, is the $SIR > 1$ over the useful life of the equipment?
- (e). What is the impact of a variance request on affected third parties? and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the company and the community.

l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁰

m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:

- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
- (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water

¹⁰ TX. Local Gov't Code §399.010.

consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
(3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of the County in which the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between the Local Government and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.¹¹

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and

¹¹ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

(3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹² The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.¹³
- p. Marketing and Education Services. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- q. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- r. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

¹² TX Local Gov't Code §399.011.

¹³ TX Local Government Code §399.011(a-1)

- s. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
- (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

If the Local Government files suit to enforce collection, the Local Government may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the Local Government will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 1

MAP OF ANNA PACE REGION



EXHIBIT 2
FORM OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) OWNER CONTRACT including the attached exhibits (“**Owner Contract**”) is made as of the [REDACTED] day of [REDACTED], [REDACTED] (“**Effective Date**”), by and between the **City of Anna, Texas** (“**Local Government**”), and [REDACTED] (“**Property Owner**”). Local Government and Property Owner are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated [REDACTED], adopted by the [REDACTED] (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, d/b/a Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Anna, Texas, including the City’s extraterritorial jurisdiction, as a region (**the “Region”**) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], [REDACTED], Texas [REDACTED] - [REDACTED] (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A).

D. Pursuant to Application number [REDACTED], Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property shall be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government

enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Collin County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner represents and warrants that it has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$ [REDACTED], as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, as applicable, and Authorized Representative shall record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, attorney’s fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the “**Financing Documents**”) described in or copies of which are attached as

Exhibit C attached hereto and made a part hereof by reference. Property Owner shall pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to pay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney's fees, and costs, due under or authorized by the PACE Act, PACE Program, and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative shall deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

☐ Property Owner requests an annual notice of assessment from Local Government.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property's Owner's obligations under this Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Property Owner agrees that any such temporary withholding shall not reduce the amount of the administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract shall cease and terminate, except for rights under Sections 18, 20, 21 and 22. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative

shall execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Property Owner acknowledges that Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under such Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the Assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this section.

5. Lien Priority and Enforcement. Pursuant to Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under current statutes, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been

delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Collin County, Texas as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by sale or transfer of the Property, or by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48, as amended from time-to-time, as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the

basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien shall be recorded in the real property records of Collin County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees and warrants that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and shall transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third-party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program or the PACE Act.

10. Binding Effect. This Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this Owner Contract shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas’ choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this Owner Contract shall be in a state court locate in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This Owner Contract, including its exhibits, constitutes the entire agreement between Local Government and Property Owner with respect to the subject

matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local Government shall be reduced and any interest in excess of the usury limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Costs. No provision of this Owner Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Inspection and Audits. Local Government’s representatives may perform, or have performed, (a) audits of Property Owner’s documents, books and records, and (b) inspections of all places where Qualified Improvements are undertaken in connection with this Owner Contract. Property Owner shall keep its documents, books and records available for this purpose for at least three (3) years after this Owner Contract terminates. This provision does not affect the applicable statute of limitations.

19. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

20. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS OWNER CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE

INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL ACTION OR INACTION.

21. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS OWNER CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS OWNER CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT.

22. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

23. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold [REDACTED] % of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR"), or Property Owner shall pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

[REDACTED]

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF [REDACTED] §

COUNTY OF [REDACTED] §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on [REDACTED], [REDACTED] by [REDACTED],
[REDACTED], on behalf of [REDACTED].

(print name)

NOTARY PUBLIC, STATE OF [REDACTED]

LOCAL GOVERNMENT:

ANNA, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on , 20 by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender shall retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender shall then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) LENDER CONTRACT including the attached exhibits (“**Lender Contract**”) is made as of the [REDACTED] day of [REDACTED], [REDACTED], (“**Effective Date**”) by and between the **City of Anna, Texas** (“**Local Government**”) and [REDACTED] (“**Lender**”). Local Government and Lender are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated [REDACTED], adopted by the [REDACTED] (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, d/b/a Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Anna, Texas jurisdiction, including the City’s extraterritorial jurisdiction, as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number [REDACTED], [REDACTED] (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at [REDACTED], [REDACTED], Texas, [REDACTED] - [REDACTED] (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A to the Owner Contract which appears below as Exhibit A to this Lender Contract) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the

Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Collin County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract which appears below as Exhibit A to this Lender Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit C to the Owner Contract attached hereto as Exhibit A and made a part hereof (the “**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract which appears below as Exhibit A to this Lender Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ [REDACTED], according to the terms set out in the Financing Documents attached hereto as Exhibit C to the Owner Contract attached as Exhibit A. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative shall record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, attorney’s fees, and costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release

the Assessment upon notice from Lender of such payment in full. Local Government shall not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C to the Owner Contract attached as Exhibit A. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Lender agrees that any such temporary withholding shall not reduce the amount of administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C to the Owner Contract attached hereto as Exhibit A. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

- (i) Has a minimum net worth of \$5 million;
- (ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;
- (iii) Can provide independent certification as to availability of funds; and
- (iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the Assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this section.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing, advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender shall have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender shall retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property shall be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under the current statutes a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Collin County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced

by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the Project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents shall be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee shall be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative shall deliver an annual notice of assessment to Property Owner by first class mail or electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, and subject to consent by the county tax assessor and collector, Local Government agrees to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

- (1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing. A copy of the second notice of delinquency shall also be mailed to the holder of any mortgage lien on the property.

The holder of any mortgage lien on the Property shall have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative shall certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government shall notify Authorized Representative and shall file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative shall notify Lender of the filing of the proof of claim. Lender shall not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender shall reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. Pursuant to Sec. 399.014(a)(2) of the PACE Act, if the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment shall have the same priority status as a lien for any other ad valorem tax.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract shall cease and terminate. Upon notice from Lender that all amounts due have been paid in full Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Local Government shall not enter into any amendment or modification of or deviation from the Owner Contract without the prior written consent of Lender. Local Government or Authorized Representative shall not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government shall not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government shall have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program, or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered (a) by electronic

mail to admin@texaspaceauthority.org with written confirmation of receipt, or (b) by first-class mail addressed to the other party at the mailing address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this Lender Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This Lender Contract, including its exhibits, constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Lender further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Lender Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "**usury limit**"). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government shall be reduced and any interest in excess of the usury limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

18. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

19. Inspection and Audits. Local Government's representatives may perform, or have performed, audits of Lender's documents, books and records. Lender shall keep its documents, books and records available for this purpose for at least three (3) years after this Lender Contract terminates. This provision does not affect the applicable statute of limitations.

20. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

21. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold [REDACTED] % of the Financing until verification is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR") that the Project was properly completed and is operating as intended, or Property Owner shall pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner on or before the 30th day after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D of the Owner Contract attached hereto as Exhibit A and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By:_____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on , 20 by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

EXHIBIT 4

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. Anna, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated [REDACTED], adopted by the City Council, and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of Anna, Texas, including the City’s extraterritorial jurisdiction, as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. [REDACTED] (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], [REDACTED], Texas [REDACTED] - [REDACTED] and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by PACE Program and Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ [REDACTED] (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the “**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest, costs, fees, attorney fees, or penalties accrued thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of Collin County, Texas, until the Assessment, interest, or penalty is paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on [REDACTED], [REDACTED]

LOCAL GOVERNMENT:

ANNA, TEXAS

By: Texas Property Assessed Clean Energy Authority
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER
Title: PRESIDENT, TEXAS PACE AUTHORITY
Address: PO BOX 200368
AUSTIN, TX 78720-0368

E-mail: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20____ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: [REDACTED], Property Owner

Grantees: Anna, Texas, Local Government
[REDACTED], Lender

After recording, return to- Texas PACE Authority
Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a professional services agreement with Texas PACE Authority for administration of the City of Anna's Property Assessed Clean Energy (PACE) program, with a scope of services as shown, in a form approved by the City Attorney. (Director of Economic Development Joey Grisham)

SUMMARY:

Following the creation of the City of Anna PACE Program, it is advised to select a program administrator.

FINANCIAL IMPACT:

There is no additional staff needed as the City may adopt a professional services agreement for a third-party to administer the program. Existing Economic Development staff would manage the agreement (this item).

There is no financial liability to the City because the City never touches the money. Property owners choose a private sector capital provider and voluntarily request that the City place a senior lien on the property for the total cost of the project. The owner commits to the City that they will pay the assessment installments and the voluntary land-secured assessment is paid off over time. The energy and/or water savings are structured to exceed the cost of the assessment, so projects are cash flow positive. The assessment is tied to the property so the repayment obligation transfers to the next property owner if the property is sold. If the property owner fails to pay, the statute says the local government collects the payment in the same process as back taxes, but this has not happened in over 130 programs throughout the State of Texas.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution authorizing the City Manager to execute a professional services agreement with the Texas PACE Authority.

ATTACHMENTS:

1. Res. TX PACE PSA final
2. Anna - TPA Professional Services Agreement

APPROVALS:

Taylor Lough, Economic Development Administrator
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND THE TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY FOR ADMINISTRATION OF A TEXAS PACE ASSESSED CLEAN ENERGY (PACE) PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas City Council (the "City Council") established a Texas Property Assessed Clean Energy program on Tuesday, November 9, 2021 to encourage private sector investment in energy efficiency and water conservation; and

WHEREAS, the City of Anna PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources; and

WHEREAS, the City of Anna desires to engage the services of a qualified consultant to administer a Texas Property Assessed Clean Energy program, pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas Local Government Code Chapter 399, and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b);

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 a professional services agreement in a form approved by the City Attorney.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF ANNA, TEXAS AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY**

THIS AGREEMENT is made and entered by and between the **City of Anna, Texas**, hereinafter referred to as "**Local Government**", and **TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY (dba Texas PACE Authority)**, a Texas non-profit business association, hereinafter referred to as "**Services Provider**" to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City Council of **Local Government** desires to engage the services of a qualified consultant to administer a Texas Property Assessed Clean Energy program for **Local Government** pursuant to the Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "**Program**"; and

WHEREAS, **Services Provider** desires to render such services for **Local Government** upon the terms and conditions provided herein;

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Local Government hereby agrees to retain **Services Provider** to serve as administrator of the **Program** and **Services Provider** agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that **Services Provider** shall perform such services as are further described in Exhibit "A" hereto (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the **Scope of Services** may be authorized from time to time by **Local Government** but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by **Local Government** and **Services Provider**. Notwithstanding the termination of this Agreement, **Services Provider** shall be permitted to continue administration of any third-party agreements under the **Program** commenced prior to

termination of this Agreement, and to recover any compensation due **Services Provider** for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the **Scope of Services** set forth in Exhibit "A", in accordance with the compensation schedule set forth in Exhibit "B" hereto. **Services Provider** is entitled to payment in accordance with Exhibit "B"; however, **Local Government** shall have no obligation to pay **Services Provider** for performance of the **Scope of Services**. All payments to **Services Provider** shall be made by participants in the **Program** in accordance with the PACE Act

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for **Services Provider** to meet all insurance requirements, as set forth in **Exhibit "C"** to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY, DEFEND AND HOLD LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND RELATED EXPENSES INCURRED BY LOCAL GOVERNMENT OR AWARDED AGAINST LOCAL GOVERNMENT) FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM LOCAL GOVERNMENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER 'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of **Local Government**; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, shall have sole control over the supervision and direction of the means, methods, sequences, procedures, and techniques utilized to complete said work and there shall be no joint control over the work, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between **Local Government** and **Services Provider**, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between **Local Government** and **Services Provider**.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of **Local Government**, except to an Affiliate of **Services Provider**. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) **Services Provider**, including, without limitation, any parent corporation controlling **Services Provider** or any subsidiary that **Services Provider** controls; (2) the surviving corporation resulting from the merger or consolidation of **Services Provider**; or (3) any person or entity which acquires all of the assets of **Services Provider** as a going concern. **Services Provider** shall be permitted to enter into subcontracts for performance of portions of the **Scope of Services**; however, **Services Provider** shall not subcontract the entirety of the **Scope of Services** to a single subcontractor without **Local Government's** consent. **Services Provider** further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the **Services Provider** from its full obligations to **Local Government** as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that **Local Government** or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Services Provider** which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Services Provider** agrees that **Local Government** shall have access during normal working hours to all necessary **Services Provider's** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **Local Government** shall give **Services Provider** reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that **Local Government** and **Services Provider** shall have the right to terminate this Agreement upon thirty (30) days written notice to **Services Provider**. In the event of such termination, **Services Provider** shall deliver to **Local Government** all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by **Services Provider** in connection with this Agreement. In the event of termination by **Local Government**, **Services Provider** shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by **Services Provider** at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon written agreement by **Local Government** and **Services Provider**.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, **Services Provider** agrees that all notices or communications to **Local Government** permitted or required under this Agreement shall be addressed to **Local Government** at the following address:

City of Anna
Attn: City Manager
111 N. Powell Pkwy
Anna, Texas 75409

Local Government agrees that all notices or communications to **Services Provider** permitted or required under this Agreement shall be addressed to **Services Provider** at the following address:

Texas Property Assessed Clean Energy Authority
Attn: Charlene Heydinger
PO Box 200368
Austin TX 78720-0368

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee three days after such notice or communication is sent by certified U.S. mail or Priority U.S. mail, postage prepaid.

XIV. AUTHORITY TO SIGN

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.

XV. MISCELLANEOUS

A. This is a contract for the purchase of personal or professional services and is therefore exempt from any competitive bidding requirements of **Local Government**.

B. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in a state district court in Collin County, Texas.

E. Successors and Assigns:

Local Government and **Services Provider** and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

F. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

ANNA, TEXAS

DATE: _____

BY: _____

Name: Jim Proce

Title: _____ City Manager

APPROVED AS TO FORM:

Clark McCoy, City Attorney

**TEXAS PROPERTY ASSESSED
CLEAN ENERGY AUTHORITY**

DATE: _____

BY: _____
Name: Charlene Heydinger
Title: president

Exhibit “A”

Scope of Services

The **Services Provider** will perform the following services in the administration of the **Program**:

Community Outreach

Maintain a website and database;

Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;

Publish the Technical Standards Manual on the **Program** website;

List interested, qualified lenders on the **Program** website or link to another neutral non-profit directory of lenders to enable property owners to identify potential sources of private third-party financing;

Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and

Establish quality assurance measures.

Maintain uniform documents. Periodic updates to the standard form documents will be necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative will be tasked with maintaining the form documents and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the Texas PACE Act.

Application and Approval Process

Publish a Project Application Form based on PACE-in-a-Box model application form on the **Program** website;

Review submitted Application forms for administrative completeness and notify the applicants of any missing information;

Maintain the confidentiality of confidential owner information;

Maintain the PACE application process, including:

- Draft and distribute the PACE application, as well as accept and review the property owner's completed application;
- If the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).

- Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.
- Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and
 - Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.

Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:

- Site visit,
- Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
- Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);

Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.

Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the **Program** and obtain the lienholder's written consent prior to the imposition of the PACE assessment;

Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

Collect and retain owner application fees as compensation for administrative services;

Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:

- The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
- Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- All other information required by the **Services Provider**.

Coordinate and take part in assessment transaction closings.

Execute contracts under the **Program** as authorized on behalf of **Local Government**.

Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each project was properly completed and is operating as intended; and

Collect and retain administration fees collected by lenders from owners that receive PACE financing.

Management and Reporting

Manage communications with lenders regarding assessment servicing, payment, and default;

Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the **Local Government** to enforce the assessment lien in accordance with law and the agreements between the parties;

Receive and store owner reports on energy and water savings;

Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

At the request of property owners, prepare annual notices of assessment to be issued by **Local Government** to the owners, stating the total amount of the payments due on each

assessment in the coming calendar year according to the owner contract and the financing documents;

Determine the amounts of the application and administration fees to be paid by owners;

Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments.

Exhibit "B"
Compensation and Fees

Services Provider shall determine the amounts of the uniform application and administration fees to be paid by property Owners participating in the **Program**. Such fees will not exceed the fees below:

- An application fee of the greater of:
 - \$2,000.00; or
 - Amounting to
 - 1% of the total project cost of the first \$5 million
 - plus 0.5% of the marginal amount above \$5 million and \$20 million, and
 - 0.25% of the marginal amount above \$20 millionto be paid as follows:
 - \$500.00 per project at the time of application submittal;
 - the balance of the full remaining application fee paid at closing; and
- A recurring administration fee of 0.08% of the outstanding principal balance, which amount shall be collected by lender and paid to the **Services Provider** as provided in the Owner Contract and the financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the lender by the property owner, the lender shall pay this fee to **Services Provider** at the time of each payment by the property owner in accordance with the financing documents.
- No amounts shall be due by **Local Government** to **Services Provider**.

Exhibit "C"
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 319.01 acres of land generally located east of US Highway 75, and south of County Road 371, being wholly located within the City of Anna, Texas corporate limits and extra territorial jurisdiction; authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the Public Hearing; and directing the city to prepare a Preliminary Reinvestment Zone Financing Plan. (Director of Economic Development Joey Grisham)

SUMMARY:

As Council is aware, the Anacapri Development Agreement was approved at the October 12th City Council Meeting. As a part of the Agreement, the City agreed to create one or more Tax Increment Reinvestment Zones (TIRZ) to facilitate the development. This TIRZ covers the single-family residential portion of Anacapri where the city agreed to dedicate 50% of the TIRZ increment over 30 years. This item tonight sets a Public Hearing for December 14, 2021 to create the TIRZ District.

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. 2021-11-01_ANN_TIRZ No. 4_Call a PH_v2.1

APPROVALS:

Joey Grisham, Economic Development Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 319.01 ACRES OF LAND GENERALLY LOCATED EAST OF HIGHWAY 75, and SOUTH OF COUNTY ROAD 371 AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF ANNA, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF ANNA, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Anna, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 319.01 acres of land generally located east of Highway 75, south of County Road 371, and being wholly located within the corporate limits and extraterritorial jurisdiction of the City (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on December 14, 2021, on the creation of the Zone.

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

SECTION 1. That a public hearing is hereby called for December 14, 2021, at 6:30 PM, in the Anna ISD Board Room, located at 201 E. 7th Street, Anna, Texas 75409, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the

Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on December 14, 2021.

SECTION 5. That before the December 14, 2021, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and finance plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Anna, Texas, on the 9th day of November 2021.

Nate Pike, Mayor

ATTEST:

APPROVED:

Carrie Land, City Secretary

Clark H. McCoy, Jr., City Attorney

Exhibit A – Depiction of the Proposed Zone

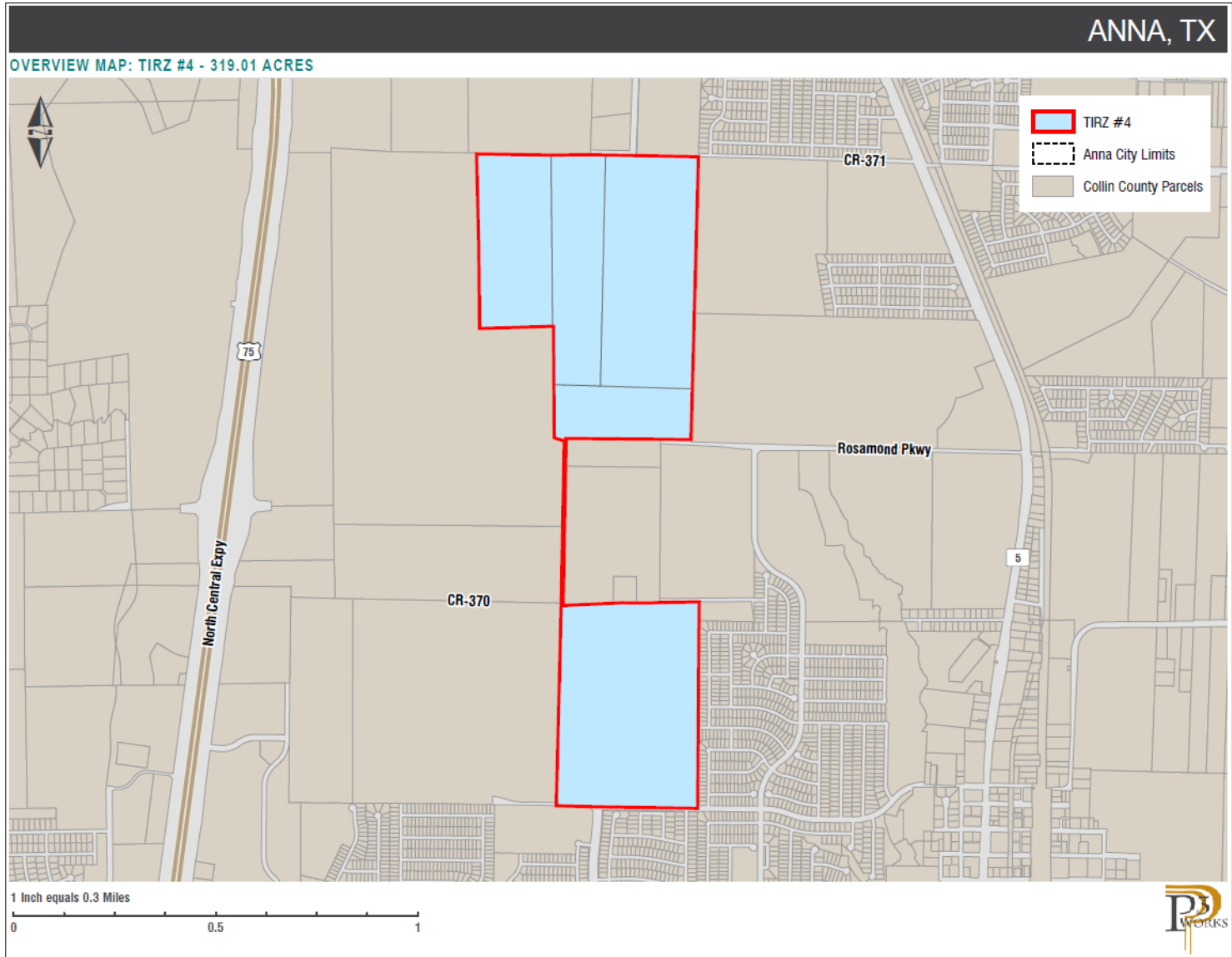


Exhibit B

**CITY OF ANNA CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE**

THE CITY OF ANNA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON DECEMBER 14, 2021 AT 6:30 PM AT THE ANNA ISD BOARD ROOM, LOCATED AT 201 E. 7TH STREET, ANNA, TEXAS 75409, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF ANNA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS APPROXIMATELY 319.01 ACRES OF LAND GENERALLY LOCATED EAST OF HIGHWAY 75, SOUTH OF COUNTY ROAD 371, AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRA TERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 111 N POWELL PARKWAY, ANNA, TEXAS 75409, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE AND OTHER RELATED MATTERS.



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 52.17 acres of land generally located north of County Road 370, west of Anna High School, and south of Rosamond Pkwy, being wholly located within the City of Anna, Texas corporate limits and extra territorial jurisdiction; authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the Public Hearing; and directing the city to prepare a Preliminary Reinvestment Zone Financing Plan. (Director of Economic Development Joey Grisham)

SUMMARY:

As Council is aware, the Anacapri Development Agreement was approved at the October 12th City Council Meeting. As a part of the Agreement, the City agreed to create one or more Tax Increment Reinvestment Zones (TIRZ) to facilitate the development. This TIRZ covers the commercial/multifamily portion of Anacapri where the city agreed to dedicate 70% of the TIRZ increment over 30 years. This item tonight sets a Public Hearing for December 14, 2021 to create the TIRZ District.

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. 2021-11-01_ANN_TIRZ No. 5_Call a PH_v2.1

APPROVALS:

Joey Grisham, Economic Development Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 52.17 ACRES OF LAND GENERALLY LOCATED NORTH OF COUNTY ROAD 370, WEST OF ANNA HIGH SCHOOL, SOUTH OF ROSAMOND PARKWAY, AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF ANNA, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF ANNA, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Anna, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 52.17 acres of land generally located North of County Road 370, West of Anna High School, South of Rosamond Parkway, and being wholly located within the corporate limits and extraterritorial jurisdiction of the City (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on December 14, 2021, on the creation of the Zone.

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

SECTION I. That a public hearing is hereby called for December 14, 2021, at 6:30 PM, in the Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on December 14, 2021.

SECTION 5. That before the December 14, 2021, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and finance plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Anna, Texas, on the 9th day of November 2021.

Nate Pike, Mayor

ATTEST:

APPROVED:

Carrie Land, City Secretary

Clark H. McCoy, Jr., City Attorney

Exhibit A – Depiction of the Proposed Zone

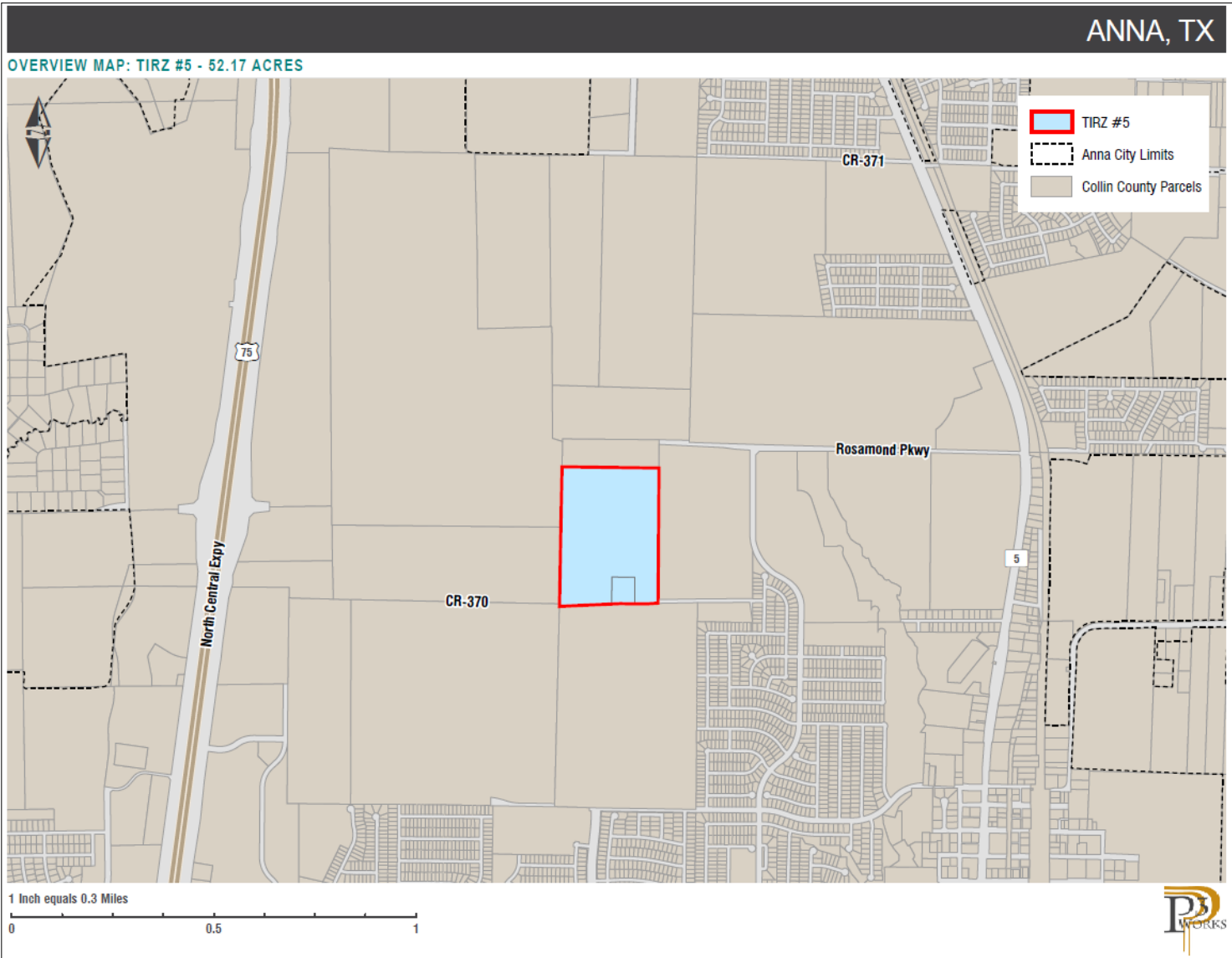


Exhibit B

**CITY OF ANNA CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE**

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Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 1,345.63 acres of land generally located along Powell Parkway, south of County Road 371, and north of Finley Blvd., being wholly located within the City of Anna, Texas corporate limits and extra territorial jurisdiction; authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the Public Hearing; and directing the city to prepare a Preliminary Reinvestment Zone Financing Plan. (Director of Economic Development Joey Grisham)

SUMMARY:

Creating a vibrant Downtown District is a top priority for the City Council as a part of the Strategic Plan, Now that the Downtown Master Plan has been completed and adopted, the next step is the creation of a Downtown TIRZ. Staff is working with Petty & Associates and their findings showed that creating a Downtown TIRZ was a viable option for Anna. To initiate the process, this item sets a Public Hearing for December 14, 2021 to create a Downtown TIRZ. The consultants did a thorough review of parcels in the Downtown area and identified approximately 1,346 acres.

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. 2021-11-03_ANN_TIRZ No. 6 Downtown_Call a PH_v1.2

APPROVALS:

Joey Grisham, Economic Development Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 1,345.63 ACRES OF LAND GENERALLY LOCATED ALONG POWELL PARKWAY, SOUTH OF COUNTY ROAD 371, AND NORTH OF FINLEY BOULEVARD, BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF ANNA, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF ANNA, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Anna, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 1,345.63 acres of land generally located along Powell Parkway, south of County Road 371, and North of Finley Boulevard, and being wholly located within the corporate limits and extraterritorial jurisdiction of the City (the "Zone"), with the boundaries of the Zone being generally depicted in Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on December 14, 2021, on the creation of the Zone.

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

SECTION I. That a public hearing is hereby called for December 14, 2021, at 6:30PM, in the Anna ISD Board Room, located at 201 E. 7th Street Anna, Texas 75409, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on December 14, 2021.

SECTION 5. That before the December 14, 2021, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and finance plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Anna, Texas, on the 9th day of November 2021.

Nate Pike, Mayor

ATTEST:

APPROVED:

Carrie Land, City Secretary

Clark H. McCoy, Jr., City Attorney

Exhibit A – Depiction of the Proposed Zone

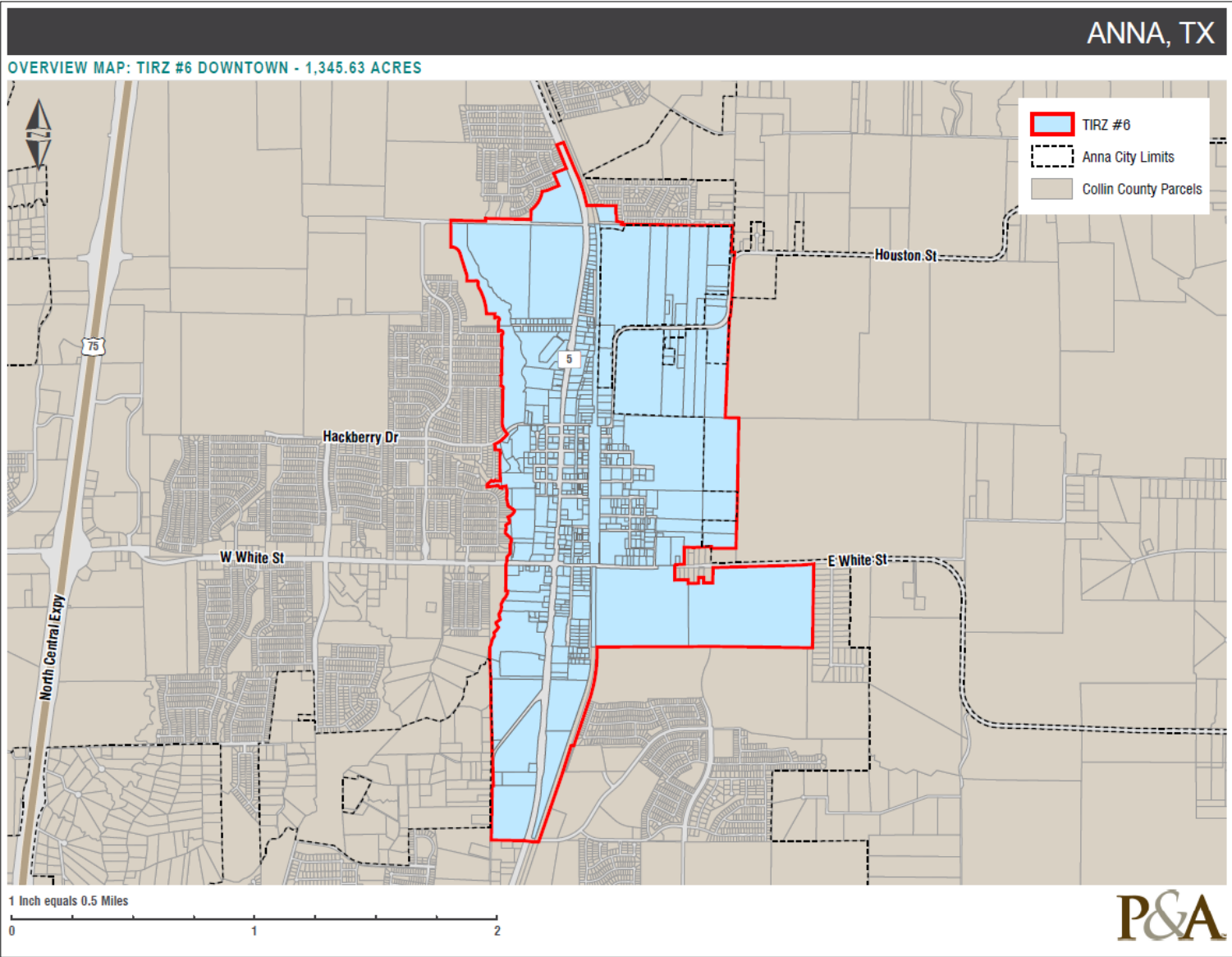


Exhibit B

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NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE**

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Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Dalan Walker

AGENDA ITEM:

Consider/Discuss/Action on a Resolution entering into a professional services agreement with New Line Skateparks and authorizing the City Manager to execute the contract. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

The skatepark project will be located on the east side of Slayter Creek Park along the channel that runs between the park and the Anna Middle School stadium. The project budget is \$1.5 million funded by the 2021 Bond Program. The consultant selected to design the skatepark is New Line Skateparks.

New Line Skateparks is an internationally renowned full-service municipal skatepark design team. Out of Toronto, Ontario, they have over 20 years of concrete skatepark development experience. Though their skateparks have been built all over North America, local projects include the Northeast Community Skatepark in Frisco, Vandergriff Skatepark in Arlington, Roanoke Skatepark and McKinney Skatepark. They were selected based on the quality and success of their previous projects.

FINANCIAL IMPACT:

The cost of the Agreement is \$146,000. The construction budget for the skatepark is \$1.25 million (plus \$100,000 budget for a restroom building). Funding was approved in the 2021 Bond Program.

STRATEGIC CONNECTIONS:

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

VISION

Principal 1: Community of Families - 6. Youth and adult sports opportunities.

Principal 3: Beautiful Community - 4. Well-designed, well-maintained City facilities, buildings, parks and trails with distinctive signage.

Principal 4: Vibrant Community Destination - 4. Activities for evening, weekends and daytime.

MISSION

Principal 1: Exceptional City Services and Facilities - 4. Anticipating future service needs from the community.

Principal 1: Exceptional City Services and Facilities - 6. Providing services and addressing issues in a proactive manner.

Principal 5: Value to Neighbors' Lives - 4. Investing in future City facilities and infrastructure that support growth.

Principal 5: Value to Neighbors' Lives - 8. Having neighbors taking pride in saying: "I live in Anna"

GOAL 3

Value to Neighbors - 3. Leisure activities for all within Anna.

Value to Neighbors - 5. Recreational and leisure choices within Anna.

Value to Neighbors - 6. Support for a healthy and active lifestyle.

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

STAFF RECOMMENDATION:

Approve the professional services agreement with Newline Skateparks for the design of a skatepark at Slayter Creek Park.

ATTACHMENTS:

1. Resolution for Professional Services Skatepark
2. Professional Services Agreement - New Line Skateparks - Agreement and Exhibits Combined

APPROVALS:

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

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NEW LINE SKATEPARKS FOR THE DESIGN OF A SKATEPARK AND ASSOCIATED LANDSCAPING AND IRRIGATION AT SLAYTER CREEK PARK.

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds that the professional services agreement with New Line Skateparks is instrumental and necessary to the creation of a design for a skatepark; and

WHEREAS, the City Council considers a skatepark to be beneficial to the neighbors of Anna, Texas, meeting several goals and objectives set forth in the Strategic Plan adopted by City Council; and

WHEREAS, the City Council approves the proposed contract with New Line Skateparks, to include the following fee:

"The total amount for fiscal year 2022: \$150,000"

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the extension attached hereto as Exhibit 1 to enter into a professional services agreement with New Line Skateparks and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the professional services agreement with New Line Skateparks.

PASSES AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of November 2021.

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 N. Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called “OWNER” and New Line Skateparks with its corporate office Unit 302 – 19950 88th Ave, Langley, BC, hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

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

ARTICLE 1 **EMPLOYMENT OF CONSULTANT**

OWNER hereby contracts with CONSULTANT, as an independent contractor, and CONSULTANT hereby agrees to perform the services herein in connection with the project(s) as stated herein: (1) with the professional skill and care ordinarily provided by competent engineers and/or architects, as applicable, practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer and/or architect, as applicable. The professional services set out here are in connection with the following described project(s) (the “Project” whether one or more):

The Project shall include the professional services described under Article 2.A. of this Agreement and/or individual task orders which shall be governed by the terms of this Agreement.

ARTICLE 2 **SCOPE OF SERVICES**

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under “Scope of Services” as set forth in Exhibit “A” which is attached hereto and made part hereof as if written word for word herein.
- B. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3

ADDITIONAL SERVICES

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

- A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies. CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for OWNER's compliance efforts.
- B. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Sampling, testing, or analysis beyond that specifically included in the above-described Scope of Services.
- D. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.
- G. Providing geotechnical investigations, including soil borings, related analyses, and recommendations.

ARTICLE 4

PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule for completion set forth in Exhibit "B" which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE 5

COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of, geotechnical evaluations, architectural or engineering services, and other necessary support labor incident to the work required under the Scope of Services and Additional Services.
2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by CONSULTANT herein, OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit "C" which is attached hereto and made a part of this Agreement as if written word for word herein.

Partial payments to CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

C. ADDITIONAL SERVICES: For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "C." Payments for additional services shall be due and payable upon submission by CONSULTANT and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

D. PAYMENT: If OWNER fails to make payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due

CONSULTANT will be increased by the rate of one percent (1%) per month from the said 30th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants of CONSULTANT or of any other party providing construction services or related services in furtherance of the Project.

ARTICLE 7

OWNERSHIP OF DOCUMENTS

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

ARTICLE 8

INDEPENDENT CONTRACTOR

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

ARTICLE 9

AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of CONSULTANT'S books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also

require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

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

ARTICLE 10

INDEMNITY AGREEMENT

CONSULTANT shall indemnify, defend, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability for damages to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, consultant under contract, or another entity over which the CONSULTANT exercises control, including but not limited to reasonable attorney fees and related expenses in proportion to CONSULTANT's liability.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including without limitation the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11

INSURANCE

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

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

- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12

TERMINATION OF AGREEMENT

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

ARTICLE 13

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

ARTICLE 14

NOTICES

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

To CONSULTANT:

To OWNER:

City Manager
City of Anna
Attn: City Manager
P.O. Box 776
Anna, Texas 75409

ARTICLE 15
ENTIRE AGREEMENT

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

ARTICLE 16
SEVERABILITY

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

ARTICLE 17
COMPLIANCE WITH LAWS

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

ARTICLE 18
DISCRIMINATION PROHIBITED

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

ARTICLE 19
PERSONNEL

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

OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

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

ARTICLE 20 **ASSIGNABILITY**

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

ARTICLE 21 **MODIFICATION**

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

ARTICLE 22 **MISCELLANEOUS**

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

Exhibit A – Scope of Services

Exhibit B – Project Completion Schedule

Exhibit C – Fee Schedule

- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Trevor Morgan and Mark van der Zalm. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement.
- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER, unless disclosure is compelled by law, court, or other compulsory legal process. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

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

_____,
a _____

By: _____, its _____

IN WITNESS WHEREOF:

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____, 2021, personally appeared _____, known 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 for the purposes and consideration therein expressed and in his/her capacity as _____ of _____.

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)

RE: Exhibit A – Scope of Work - Slayter Creek Skatepark Design

ATTENTION: Dalan Walker – Parks Planning and Development Manager, City of Anna TX
DATE: October 22nd 2021

Dear Mr. Walker,

Thank you for choosing our team for modern skatepark development assistance. We believe this project will be an excellent investment in the youth of Anna and a welcome addition to the community.

New Line Skateparks FL, Inc is pleased to submit the following scope of work for skatepark design services. We understand that our consulting services will be focused on the development of a ~\$1,400,000 cast-in-place municipal concrete skatepark and immediate landscape interfaces. Final construction drawing package to be sealed by Texas PLA, Mark van der Zalm with relevant civil and structural engineering details sealed by our support team of State-licensed professionals. 2 Key phases will organize our work plan:

Phase 1: Site Analysis, Community Consultation and Concept Design

- ☐ Project initiation meeting to review prospective sites (North and East) and intended program for skatepark development
- ☐ Organization of site base data and creation of analysis drawings (geotechnical study and survey data provided by Others)
- ☐ Creation of scaled 2D colour PRELIMINARY concept drawings and order of magnitude cost estimate (preliminary 2D schematics to be created for both site locations within Slayter Park)
- ☐ Development of FINAL facility concept design. Deliverables include scaled, 3D facility renderings and budget analysis to confirm estimated facility construction budget.
- ☐ Provision of 3 interactive public design input/review meetings (includes online surveys)
- ☐ Coordination and progress review meetings with City
- ☐ Submission of Phase 1 Design and Budget Summary Report

Phase 2: Technical Design and Construction Drawings

- ☐ Production of all skatepark technical drawings – submissions and reviews with City at 50%, 75%, 100%
- ☐ Provision of final construction drawings and specifications
- ☐ Provision of final cost estimate
- ☐ Electrical engineering / design for sport lighting system
- ☐ Irrigation design for turf area surrounding skatepark structure
- ☐ Scope will be focused on concrete skatepark structure and immediate landscape interfaces only. Support amenities such as bathroom buildings not included
- ☐ ADA design review included



**THE LEADER IN
INTEGRATED SKATEPARK
ENVIRONMENTS**

- All deliverables/submissions in digital format

Assumptions:

- Site Geotechnical Study and Topographical Survey to be provided by Owner
- Includes civil and structural engineering review and seal of relevant project details
- Any easements required for the project will be obtained by the Owner
- Environmental review/permitting and support (restroom) building design not included in scope of work

We look forward to working with you to make this project a reality. Please don't hesitate to let us know if you have any questions or comments regarding our submission.

Sincerely,



Trevor Morgan

Vice President, New Line Skateparks FL, Inc

RE: Exhibit B – Project Completion Schedule - Slayter Creek Skatepark Design

ATTENTION: Dalan Walker – Parks Planning and Development Manager, City of Anna TX

DATE: October 22nd 2021

Phase 1: Site Analysis, Community Consultation and Concept Design

- ☐ Project initiation meeting to review prospective sites (North and East) and intended program for skatepark development
- ☐ Organization of site base data and creation of analysis drawings (geotechnical study and survey data provided by Others)
- ☐ Creation of scaled 2D colour PRELIMINARY concept drawings and order of magnitude cost estimate (preliminary 2D schematics to be created for both site locations within Slayter Park)
- ☐ Development of FINAL facility concept design. Deliverables include scaled, 3D facility renderings and budget analysis to confirm estimated facility construction budget.
- ☐ Provision of 3 interactive public design input/review meetings (includes online surveys)
- ☐ Coordination and progress review meetings with City
- ☐ Submission of Phase 1 Design and Budget Summary Report

Phase 1 Completion Schedule: Within 14 weeks from Project Initiation Meeting

Phase 2: Technical Design and Construction Drawings

- ☐ Production of all skatepark technical drawings – submissions and reviews with City at 50%, 75%, 100%
- ☐ Provision of final construction drawings and specifications
- ☐ Provision of final cost estimate
- ☐ Electrical engineering / design for sport lighting system
- ☐ Irrigation design for turf area surrounding skatepark structure
- ☐ Scope will be focused on concrete skatepark structure and immediate landscape interfaces only. Design of support amenities such as bathroom buildings not included
- ☐ ADA design review included

- All deliverables/submissions in digital format

Phase 1 Completion Schedule: Within 10 weeks from Approval of Concept Design

Assumptions:

- Owner reviews and approvals / comments within 7 working days of each design deliverable submission
- Environmental review/permitting and support (restroom) building design not included in scope of work

RE: Exhibit C – Fee Schedule - Slayter Creek Skatepark Design

ATTENTION: Dalan Walker – Parks Planning and Development Manager, City of Anna TX

DATE: October 22nd 2021

Phase 1: Site Analysis, Community Consultation and Concept Design

- **Phase 1 Price: \$57,500**
- Includes \$800 direct cost allowance for large format colour printing

Phase 2: Technical Design and Construction Drawings

- **Phase 2 Price: \$92,500**

Hourly Rates:

Principal in Charge (Kyle Dion): \$120/hr

Principal / Project Coordination and Public Outreach (Trevor Morgan): \$110/hr

Project Manager and Terrain Designer (Kanten Russell): \$110/hr

Landscape Architect (Mark van der Zalm): \$130/hr

Technical Designers (Chris Long / Ryan Crane): \$90/hr

Civil Engineer: \$160/hr

Structural Engineer: \$160/hr

Assumptions:

- Site Geotechnical Study and Topographical Survey to be provided by Owner
- Includes civil and structural engineering review and seal of relevant project details
- Any easements required for the project will be obtained by the Owner
- Environmental review/permitting and support (restroom) building design not included in scope of work



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on approval of a Resolution authorizing the City Manager to execute a Subdivision Improvement Agreement with Anna Independent School District for Sherley Elementary School in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Anna ISD is constructing a new elementary school at the southeast corner of County Road 425 and FM 2862. Sherley Elementary School will serve to educate students who reside in the neighborhoods north of FM 455 and east of SH 5.

The project requires the extension of sanitary sewer and water mains in order to provide the school facility with City utilities. The City is seeking to partner with Anna ISD to construct larger sized mains and extend the mains further, in an effort to increase the ability of the larger area to develop. The engineering plans for the project were prepared in-house by the Public Works Department, which saved approximately \$150,000 in design fees.

The proposed 12-inch water main will extend all the way to Rosamond Parkway, just east of SH 5. The proposed sewer main will extend along the route, and connect to the existing Sweetwater sewer lift station. However, the sewer main is designed to work with a future regional sewer lift station which will be constructed south of the existing Sweetwater Crossing sewer lift station. This future project will allow the City to abandon the lift station in the Sweetwater Crossing subdivision and also abandon the existing sewer force main which is currently located in the rear yards of some homes in the neighborhood.

As designed, the project will benefit the new elementary school, future development in the area, and neighbors who live in Sweetwater Crossing (when the sewer lift station in their neighborhood is abandoned).

The total cost of the public improvements is \$1,329,864, which includes the construction of a 12-inch water main and a 15-inch sanitary sewer main. The funding will come from Water and Sanitary Sewer Impact Fees, which are paid to the City by developers of new developments in the City. The fund balance used to pay for the improvements will be replenished by development in the area which is currently in the early planning stages. This is consistent with the City Council's Strategic Plan goal of growth paying for growth.

FINANCIAL IMPACT:

The total cost of the public improvements is \$1,329,864, which includes the construction of a 12-inch water main and a 15-inch sanitary sewer main. The funding will come from Water and Sanitary Sewer Impact Fees, which are paid to the City by developers of new developments in the City. This is consistent with the City Council's Strategic Plan goal of growth paying for growth. If this agreement is approved, a budget amendment will be forthcoming to add this project to the Community Investment Program budget.

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. Resolution Anna ISD SIA
2. SIA Sherley Elementary Anna ISD

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/3/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS, AND ANNA INDEPENDENT SCHOOL DISTRICT FOR THE SHERLEY ELEMENTARY SCHOOL PROJECT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anna Independent School District is seeking to construct Sherley elementary School in the City of Anna, Texas; and,

WHEREAS, public water and sanitary sewer improvements are required for the project; and,

WHEREAS, the City is seeking to partner with Anna Independent School District to construct over-sized water and sanitary sewer mains to areas beyond what is required for the new school; and,

WHEREAS, the oversized water and sanitary sewer mains will benefit future development of the City and allow for the future abandonment of the Sweetwater Crossing sewer lift station; and,

WHEREAS, the total City contribution to the project is estimated to be \$1,329,864; and,

WHEREAS, the fund source for the project will be water and sanitary sewer impact fees; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute the Subdivision Improvement Agreement by and between the City of Anna, Texas, and Anna Independent School District for the Sherley Elementary School development in a form approved by the City Attorney.

That funding for the project shall come from the Water Impact Fee fund and the Sanitary Sewer Impact Fee fund.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A
(following pages)

SHERLEY ELEMENTARY SUBDIVISION IMPROVEMENT AGREEMENT

This The Sherley Elementary Subdivision Improvement Agreement (this “Agreement”) is entered into by and between the **CITY OF ANNA**, a home-rule municipality in Collin County, Texas (the “City”), and **Anna Independent School District, a Texas Independent School District** (“Developer”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Section 2; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Collin County; and

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

WHEREAS, Developer owns approximately 20.00 acres of real property located in the City, described by metes and bounds in Exhibit A (the “Property”); and

WHEREAS, the Property is zoned as Residential and shall be developed in accordance with said zoning; and

WHEREAS, Developer desires to proceed with development of the Property to be known as Sherley Elementary, as generally described and/or generally illustrated on the Final Plat shown in Exhibit B (the “Final Plat”), which Development collectively totals approximately 1 lot; and

WHEREAS, the Parties intend that the Property be developed in accordance with Final Plat and the Development Standards agreed to under this Agreement; and

WHEREAS, Developer desires and intends to design, construct and install and/or make financial contributions to certain Public Improvements to serve the Development; and

WHEREAS, the Parties intend for the construction, and installation of the Public Improvements to be completed by the Developer and dedicated to the City for use and maintenance, subject to inspection and acceptance of the Public Improvements in accordance with this Agreement and the City Regulations; and

WHEREAS, the Developer has estimated that the costs of the Public Improvements to serve the Property are as set forth as to said Public Improvements in the amounts shown in the Opinion of Probable Cost in Exhibit C and that said total cost is approximately \$1,329,864; and

WHEREAS, the Developer shall be solely responsible for the funding and construction of all of the Public Improvements required to serve the Property except as expressly set forth in this Agreement; and

WHEREAS, the Public Improvements include public water and sanitary sewer improvements that will serve the Property and other areas not owned by the Developer; and

WHEREAS, Developer is willing to construct said improvements, including certain public water and sanitary sewer improvements that will serve the Property and provide for additional capacity in excess of what is necessary to serve the Property (the “Oversized Capacity”); and

WHEREAS, the Developer has estimated that the costs necessary to complete the construction are as set forth in the amounts shown in the Infrastructure – Opinion of Probable Construction Cost in **Exhibit C** and that said total cost is approximately \$1,329,864; and

WHEREAS, the Developer shall be obligated to complete and construct improvements including public water and sanitary sewer infrastructure in accordance with the plans and specifications as set forth in **Exhibit D** and in accordance with the City Development Standards, this Agreement, and other required approvals; and

WHEREAS, the City desires to share in the cost of the improvements up to a maximum not-to-exceed amount of \$1,329,864, representing the approximate amount of the cost of construction required to provide for the public improvements; and

WHEREAS, Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, Developer understands and acknowledges that the Public Improvements to be constructed by Developer and dedicated to the City under this Agreement will benefit the Development by positively contributing to the enhanced nature of the Development, increasing property values within the Property, and encouraging investment and ultimate development of the Property; and

WHEREAS, Developer understands and acknowledges that its acceptance of this Agreement is not an exaction or a concession demanded by the City; rather, it is an undertaking of Developer’s voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Development and the Property, including without limitation Developer’s agreement to adhere to the Development Standards; and

WHEREAS, the City and Developer understand and acknowledge that the construction of the Public Improvements and related purchasing and contracting under this Agreement are exempt from the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City recognizes the positive impact the Public Improvements will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state and that this agreement is a program under Chapter 380 of the Texas Local Government Code; and

WHEREAS, nothing contained in this Agreement, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement means this Sherley Elementary Subdivision Improvement Agreement.

CIP Facilities means the water and sanitary sewer infrastructure facilities listed in Section 3.3(a).

City means the City of Anna, a home-rule municipality located in Collin County, Texas.

City Code means The Anna City Code of Ordinances.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including without limitation park dedication fees), design standards (including without limitation pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase, 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 of said phase 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.

Developer means the entity(ies) responsible for developing the Property in accordance with this Agreement.

Development means The Sherley Elementary subdivision on the Property that is the subject of this Agreement.

Development Standards mean the design specifications and construction standards permitted or imposed under the City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all parties have fully executed and delivered this Agreement.

Final Plat means the final plat as approved by the City Council for the development of the Property as depicted on **Exhibit B**.

Impact Fees means water impact fees and sanitary sewer impact fees collected by the City for private land development within the City Limits.

Mayor means the Mayor of the City of Anna.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Public Improvements mean the improvements listed in **Exhibit C** and **Exhibit D** and all other improvements that will be dedicated to and maintained by the City and all other on- and off-site public water and sanitary sewer facilities, along with other public improvements to be constructed by Developer.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, and other infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the City under this Agreement. The term includes the Public Improvements.

Real Property Records of Collin County means the official land recordings of the Collin County Clerk's Office.

SECTION 3 **PUBLIC IMPROVEMENTS**

3.1 Construction, Ownership, and Transfer of Public Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with, contract specifications and necessary related documents for the Public Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Improvements shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits or reimbursements), permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, and the regulations of any other governing body or entity with jurisdiction over the Public Improvements.

(c) Contract Letting. The Parties understand that this Agreement and construction of the Public Improvements are legally exempt from competitive bidding requirements. Developer's engineers shall prepare, or cause the preparation of, and provide to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Public Improvements that have not been awarded.

(d) Ownership. All of the Public Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Public Improvements and Public Infrastructure to the City.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Public Improvements or any portion thereof, the City shall maintain and operate the accepted public infrastructure and provide retail water and sewer service to the Property.

3.3 CIP Facilities

(a) The CIP Facilities include:

(1) 3,600 linear feet of 12" Water Main, including valves, hydrants, stub-outs, and appurtenances

(2) 1,300 linear feet of 15" Sewer Main, including manholes, stub-outs, and a connection to the existing Sweetwater Sewer Lift Station.

(b) Developer's Obligations.

(1) Developer is solely responsible for the funding, installation, and construction of the CIP Water and Sanitary Sewer improvements as described in **Exhibit D**. Developer shall provide the City with a detailed project account of all costs associated with the projects, including receipts, invoices, change orders, and bills paid affidavits as required for determining the final cost of each CIP Facility.

(2) Developer is not responsible for the construction of Rosamond Parkway.

(c) Timing of Obligations. Developer shall commence construction of the Public Improvements on or before March 1, 2022. For the purposes of this document, "commence construction" shall mean for the Developer to select a contractor, hold a pre-construction meeting with the City, and engage in utility construction activities within the future Rosamond Parkway Right-of-way. Developer shall complete construction of the Public Improvements in a good and workmanlike manner on or before December 1, 2022; provided, however, Developer shall not be responsible for any delays in the City acquiring the easements and right-of-way for Rosamond Parkway as described below and Developer's deadlines for commencement and completion of

construction shall be extended by the same duration of any failure of the City to timely acquire applicable easements and rights-of-way.

(d) City's Obligations.

(1) City shall provide Developer with 100% Plans no later than November 22, 2021. City shall acquire all off-site easements and right-of-way required to construct the Public Improvements. Said acquisition shall take place on or before December 31, 2021 or, if delayed, Developer's deadlines shall be extended as set forth in Section 3.3(c).

(2) City shall reimburse the developer for the construction of the CIP Facilities as set forth below. Reimbursement shall be made with a singular payment from Impact Fees Funds previously collected by the City through building permits issued within the City, once the City has accepted the public improvements. The City shall review the project accounting submitted by the developer prior to initiating reimbursements. The City shall reimburse the Developer for the lesser of:

- i. \$1,329,864; or the full cost to construct the CIP Facilities

3.4 Water Facilities.

(a) Developer's General Obligations. Developer is solely responsible for funding,, installation, and construction of all water improvements necessary to serve the Property. The design of water improvements shall be provided by the City in advance of the construction of same.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve each phase of the Development prior to the recordation of the final plat covering such phase.

3.5 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. The Developer is solely responsible for the funding, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property. The design of all wastewater/sanitary sewer improvements shall be provided by the City in advance of the construction of same.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Development prior to the recordation of the final plat covering such phase.

3.6 Water and Wastewater/Sanitary Sewer Retail Service.

(a) Subject to the terms of this Agreement, the City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water and wastewater/sanitary sewer service at times and

in amounts sufficient to meet the service demands of the Development and the Property as the Property is developed.

(b) Upon acceptance by the City of the water and wastewater/sanitary sewer facilities described herein, the City shall operate or cause to be operated said water and wastewater/sanitary sewer facilities serving the Development and the Property and use them to provide service to all customers within the Development and the Property and as otherwise required by State law as the holder of the certificate of convenience and necessity covering the Property. Upon acceptance by the City, the City shall at all times maintain said water and wastewater/sanitary sewer facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(c)

(d) Timing of General Obligations. Prior to the recordation of any final plat for any phase of the Development, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City.

(e) Drainage/Detention Infrastructure. Developer is solely responsible for the installing and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Prior to the recordation of the final plat for any phase of Development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage and roadway improvements for the Property.

SECTION 4 **PAYEE INFORMATION**

With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Attn: _____

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee.

SECTION 5

ADDITIONAL OBLIGATIONS AND AGREEMENTS

5.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, the Parties agree that Developer will be solely responsible to construct all Public Infrastructure. All public on-site and off-site infrastructure and all other related improvements will be considered a public project and the City will own all such Public Infrastructure upon completion and acceptance.

5.2 Compliance with Development Standards. Developer agrees as part of the consideration for this Agreement that all structures, amenities, buildings, and any other vertical construction within the Development shall meet or exceed all Development Standards and City Regulation. It is expressly understood and the Parties agree that City Regulations and Development Standards applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, 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"); 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.

5.3 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

5.4 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Property, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement and as approved by the City Manager. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's Public Works Department prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Collin County until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved and accepted by the City.

5.5 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a maintenance bond in

accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

5.6 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Development, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Development until Developer has met its obligations to provide for required Public Infrastructure necessary to such portion according to the approved engineering plans, City Regulations and Development Standards, and until such Public Infrastructure has been dedicated to and accepted by the City.

(b) Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(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 the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer or any other responsible party 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 or any other responsible party, it being the intent of the parties that approval by the City signifies only the City's approval of the general design concept of the improvements to be constructed.

5.7 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (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 which might arise out of the Public Infrastructure construction contracts, whether by Developer, 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 City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure 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.

5.8 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, “CLAIMS”) AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR 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 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 DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY’S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER’S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, 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 PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY’S RELIANCE UPON THE DEVELOPER’S 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. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.9 Status of Parties. At no time shall the City have any control over or charge of Developer’s (or its contractors’) design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said

design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

SECTION 6

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

6.2 Remedies. Except as otherwise set forth in this Agreement, as compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

6.3 Performance Window. Developer shall take all actions required under the City Regulations and this Agreement necessary to record a final plat of the Development in the Real Property Records of Collin County not later than 24 months after the Effective Date. If Developer does not meet this obligation, the City may elect to terminate this Agreement by providing Developer with written notice of such failure(s). If the City provides such written notice, Developer shall have 120 days from the date that the City delivers said written notice in which to cure such failure(s), plus an additional time period equal to any delay caused by the failure(s), if any, of the City to timely meet its obligations under this Agreement. If Developer fails to timely cure such failure(s), then the City shall be excused from its obligations under this Agreement, including but not limited to any obligation to reimburse the Developer any amounts otherwise due under this Agreement.

SECTION 7

ASSIGNMENT; ENCUMBRANCE

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lien holder on the Property, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement may be assigned by Developer without the consent of, but upon written notice to the City pursuant

to the terms hereof. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a “Party” for the purposes of this Agreement.

7.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.4 Notice of Assignment. The following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under this section at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 8

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property records of Collin County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

8.2 Estoppel Certificates. From time to time, upon written request of Developer or any future owner, and upon the payment to the City of a \$500.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, including without

limitation attorney's fees and related costs, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 9

GENERAL PROVISIONS

9.1 Term. Except with respect to any earlier termination effected under this Agreement, this Agreement shall terminate upon satisfaction of all obligations by all Parties or the expiration of five (5) years after the Effective Date, whichever occurs earlier.

9.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.3 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

City of Anna, Texas
Attn: City Manager
111 N. Powell Parkway
Anna, TX 75409

With a copy to:

Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

To Developer:

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

9.4 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

9.5 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

9.6 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

9.7 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

9.9 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.10 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.

9.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of

the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

9.12 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 the City and Developer expressly amending the terms of this Agreement. By entering into this Agreement, the Parties understand and agree that any previous agreements or understanding between the parties are null and void.

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

9.14 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Final Plat
Exhibit C	Water and Sanitary Sewer Improvements – Opinion of Probable Construction Cost
Exhibit D	Water and Sanitary Sewer Improvements – Plans and Specifications

[SIGNATURES PAGES AND EXHIBITS FOLLOW, REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF ANNA

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this __ day of _____ 2021,
Nate Pike, Mayor of the City of Anna, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

DEVELOPER:

Anna Independent School District
a Texas Independent School District

By: _____

Superintendent

By: _____, its Member

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2021, by
_____, Superintendent of _____, a Texas Independent School
District.

Notary Public in and for the State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BOUNDARY DESCRIPTION

ALL that certain 19.99 acre lot, tract or parcel of land situated in the Gwyn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a called 20.00 acre tract described in a gift deed from Sherley Partners, Ltd. to Anna Independent School District as recorded in Volume 5816, Page 2962, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), said 19.99 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod and red cap stamped "Beer 4117" found at the northeast corner of said 20.00 acre tract, a northwest corner of the remainder of a called 123.45 acre Tract No. 1.1 described in a deed to Sherley Partners, Ltd. as recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas, (D.R.C.C.T.), and on the south right-of-way line of Farm to Market Highway No. 2862;

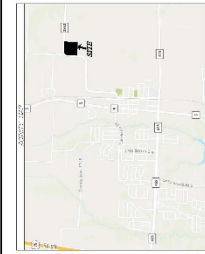
THENCE S 01°20'55" W along the east line of said 20.00 acre tract and a west line of said remainder of a called 123.45 acre Tract No. 1.1 a distance of 946.38 feet to a 1/2" iron rod and red cap stamped "Beer 4117" found at the southeast corner of said 20.00 acre tract and an ell corner of said remainder of a called 123.45 acre Tract No. 1.1;

THENCE N 88°37'59" W along the south line of said 20.00 acre tract and a north line of said remainder of a called 123.45 acre Tract No. 1.1 a distance of 946.66 feet to a 1/2" iron rod and red cap stamped "Beer 4117" found at the southwest corner of said 20.00 acre tract, a northwest corner of said remainder of a called 123.45 acre tract, and on the east right-of-way line of said Highway;

THENCE along the common line between said 20.00 acre tract and said Highway the following:

N 02°35'49" E a distance of 678.83 feet to a 1/2" iron rod and red cap stamped "Beer 4117" found; Along a curve to the right having a central angle of 88°46'27", a radius of 273.37 feet, a chord bearing and distance of N 46°56'32" E, 382.45 feet, through an arc length of 423.56 feet, to a 1/2" iron rod and red cap stamped "Beer 4117" found; S 88°38'02" E a distance of 658.66 feet to the POINT OF BEGINNING and containing 19.99 acres of land or 870885.3 Sq. Feet, more or less.

EXHIBIT A



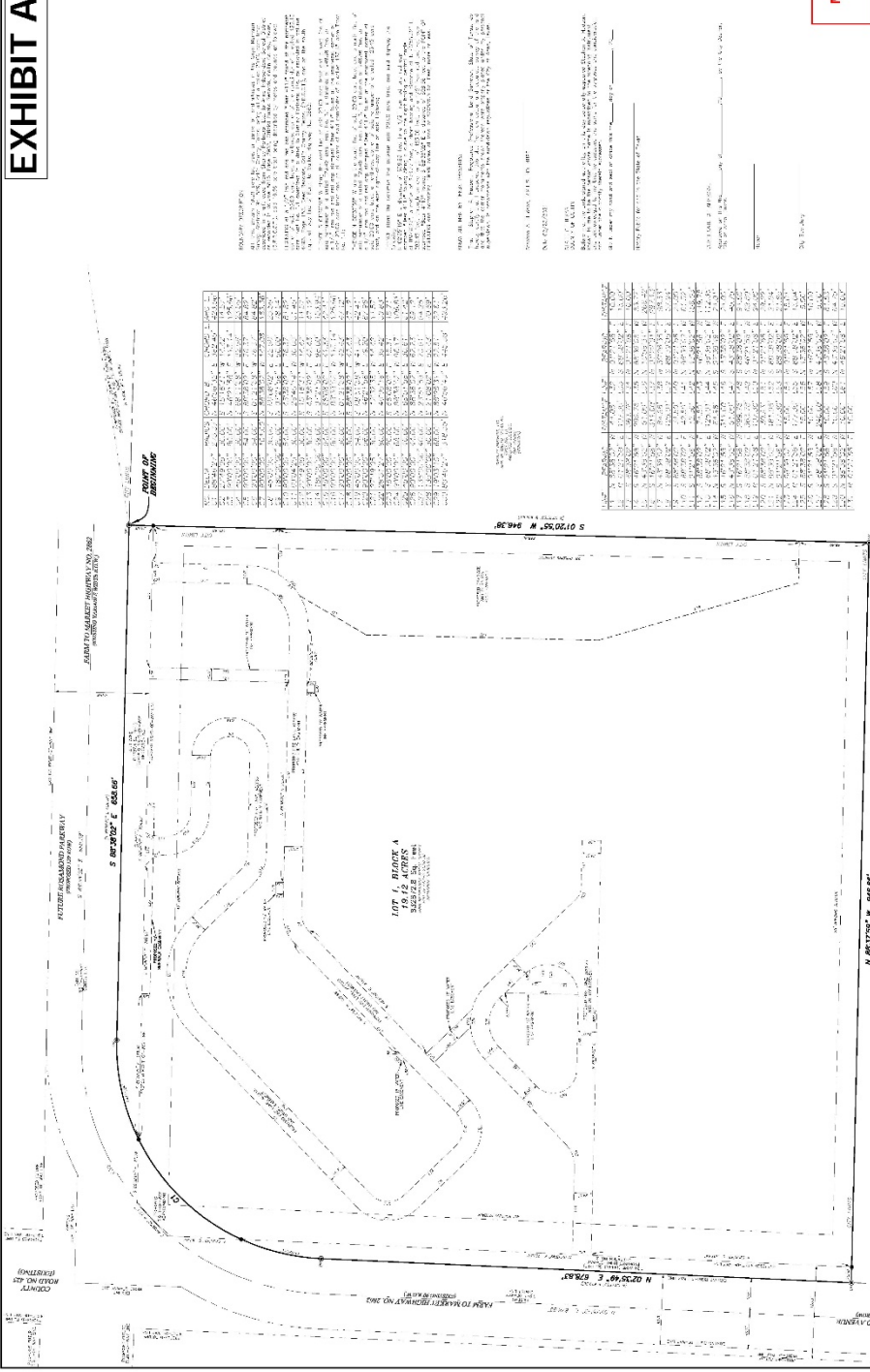
1992, 1993a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,q,r,s,t,u,v,w,x,y,z, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669,

[illegible]

the following results: (1) the mean number of correct responses for the 100% condition was 10.5 (SD = 1.5), (2) the mean number of correct responses for the 50% condition was 10.5 (SD = 1.5), (3) the mean number of correct responses for the 25% condition was 10.5 (SD = 1.5), (4) the mean number of correct responses for the 12.5% condition was 10.5 (SD = 1.5), (5) the mean number of correct responses for the 6.25% condition was 10.5 (SD = 1.5), (6) the mean number of correct responses for the 3.125% condition was 10.5 (SD = 1.5), (7) the mean number of correct responses for the 1.5625% condition was 10.5 (SD = 1.5), (8) the mean number of correct responses for the 0.78125% condition was 10.5 (SD = 1.5), (9) the mean number of correct responses for the 0.390625% condition was 10.5 (SD = 1.5), (10) the mean number of correct responses for the 0.1953125% condition was 10.5 (SD = 1.5), (11) the mean number of correct responses for the 0.09765625% condition was 10.5 (SD = 1.5), (12) the mean number of correct responses for the 0.048828125% condition was 10.5 (SD = 1.5), (13) the mean number of correct responses for the 0.0244140625% condition was 10.5 (SD = 1.5), (14) the mean number of correct responses for the 0.01220703125% condition was 10.5 (SD = 1.5), (15) the mean number of correct responses for the 0.006103515625% condition was 10.5 (SD = 1.5), (16) the mean number of correct responses for the 0.0030517578125% condition was 10.5 (SD = 1.5), (17) the mean number of correct responses for the 0.00152587890625% condition was 10.5 (SD = 1.5), (18) the mean number of correct responses for the 0.000762939453125% condition was 10.5 (SD = 1.5), (19) the mean number of correct responses for the 0.0003814697265625% condition was 10.5 (SD = 1.5), (20) the mean number of correct responses for the 0.00019073486328125% condition was 10.5 (SD = 1.5), (21) the mean number of correct responses for the 0.000095367431640625% condition was 10.5 (SD = 1.5), (22) the mean number of correct responses for the 0.0000476837158203125% condition was 10.5 (SD = 1.5), (23) the mean number of correct responses for the 0.00002384185791015625% condition was 10.5 (SD = 1.5), (24) the mean number of correct responses for the 0.000011920928955078125% condition was 10.5 (SD = 1.5), (25) the mean number of correct responses for the 0.0000059604644775390625% condition was 10.5 (SD = 1.5), (26) the mean number of correct responses for the 0.00000298023223876953125% condition was 10.5 (SD = 1.5), (27) the mean number of correct responses for the 0.000001490116119384765625% condition was 10.5 (SD = 1.5), (28) the mean number of correct responses for the 0.0000007450580596923828125% condition was 10.5 (SD = 1.5), (29) the mean number of correct responses for the 0.00000037252902984619140625% condition was 10.5 (SD = 1.5), (30) the mean number of correct responses for the 0.000000186264514923095703125% condition was 10.5 (SD = 1.5), (31) the mean number of correct responses for the 0.0000000931322574615478515625% condition was 10.5 (SD = 1.5), (32) the mean number of correct responses for the 0.00000004656612873077392578125% condition was 10.5 (SD = 1.5), (33) the mean number of correct responses for the 0.000000023283064365386962890625% condition was 10.5 (SD = 1.5), (34) the mean number of correct responses for the 0.0000000116415321826934814453125% condition was 10.5 (SD = 1.5), (35) the mean number of correct responses for the 0.00000000582076609134674072265625% condition was 10.5 (SD = 1.5), (36) the mean number of correct responses for the 0.000000002910383045673370361328125% condition was 10.5 (SD = 1.5), (37) the mean number of correct responses for the 0.0000000014551915228366851806640625% condition was 10.5 (SD = 1.5), (38) the mean number of correct responses for the 0.00000000072759576141834259033203125% condition was 10.5 (SD = 1.5), (39) the mean number of correct responses for the 0.000000000363797880709171295166015625% condition was 10.5 (SD = 1.5), (40) the mean number of correct responses for the 0.0000000001818989403545856475830078125% condition was 10.5 (SD = 1.5), (41) the mean number of correct responses for the 0.00000000009094947017729282379150390625% condition was 10.5 (SD = 1.5), (42) the mean number of correct responses for the 0.000000000045474735088646411895751953125% condition was 10.5 (SD = 1.5), (43) the mean number of correct responses for the 0.0000000000227373675443232059478759765625% condition was 10.5 (SD = 1.5), (44) the mean number of correct responses for the 0.00000000001136868377216160297393798828125% condition was 10.5 (SD = 1.5), (45) the mean number of correct responses for the 0.000000000005684341886080801486968994140625% condition was 10.5 (SD = 1.5), (46) the mean number of correct responses for the 0.0000000000028421709430404007434844970703125% condition was 10.5 (SD = 1.5), (47) the mean number of correct responses for the 0.00000000000142108547152020037174224853515625% condition was 10.5 (SD = 1.5), (48) the mean number of correct responses for the 0.000000000000710542735760100185871124267578125% condition was 10.5 (SD = 1.5), (49) the mean number of correct responses for the 0.0000000000003552713678800500929355621337890625% condition was 10.5 (SD = 1.5), (50) the mean number of correct responses for the 0.00000000000017763568394002504646778106689453125% condition was 10.5 (SD = 1.5), (51) the mean number of correct responses for the 0.000000000000088817841970012523233890533447265625% condition was 10.5 (SD = 1.5), (52) the mean number of correct responses for the 0.0000000000000444089209850062616169452667236328125% condition was 10.5 (SD = 1.5), (53) the mean number of correct responses for the 0.00000000000002220446049250313080847263336181640625% condition was 10.5 (SD = 1.5), (54) the mean number of correct responses for the 0.000000000000011102230246251565404236316680908203125% condition was 10.5 (SD = 1.5), (55) the mean number of correct responses for the 0.0000000000000055511151231257827021181583340541015625% condition was 10.5 (SD = 1.5), (56) the mean number of correct responses for the 0.00000000000000277555756156289135105907916702705078125% condition was 10.5 (SD = 1.5), (57) the mean number of correct responses for the 0.0000000000000013877787807814456755295395835135265625% condition was 10.5 (SD = 1.5), (58) the mean number of correct responses for the 0.00000000000000069388939039072283776476979175676328125% condition was 10.5 (SD = 1.5), (59) the mean number of correct responses for the 0.000000000000000346944695195361418882384895878381640625% condition was 10.5 (SD = 1.5), (60) the mean number of correct responses for the 0.0000000000000001734723475976807094411924479391908203125% condition was 10.5 (SD = 1.5), (61) the mean number of correct responses for the 0.00000000000000008673617379884035472059622396959541015625% condition was 10.5 (SD = 1.5), (62) the mean number of correct responses for the 0.000000000000000043368086899420177360298111984797705078125% condition was 10.5 (SD = 1.5), (63) the mean number of correct responses for the 0.00000000000000002168404344971008868014905599239885265625% condition was 10.5 (SD = 1.5), (64) the mean number of correct responses for the 0.000000000000000010842021724855044340074527996199426328125% condition was 10.5 (SD = 1.5), (65) the mean number of correct responses for the 0.0000000000000000054210108624275221700372639980997131640625% condition was 10.5 (SD = 1.5), (66) the mean number of correct responses for the 0.00000000000000000271050543121376108501863199904985658203125% condition was 10.5 (SD = 1.5), (67) the mean number of correct responses for the 0.000000000000000001355252715606880542509315999524

APPROVED
MARCH 9, 2021
CITY COUNCIL
CITY OF ANNA

**PRELIMINARY PLAT OF
LOT 1, BLOCK A
ROSAMOND SHERLEY
ELEMENTARY ADDITION**

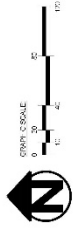
[illegible]

DAVID A. WALKER, Ph.D., is professor of management science at the University of Illinois at Chicago, where he has been teaching since 1987. He received his M.S. degree from the University of Wisconsin-Madison and his Ph.D. from the University of Michigan. His research interests include organizational design, information systems, and strategic management.

Author(s)	Year	Country	Study Design	Sample Size (n)	Study Period	Study Location	Study Population	Study Objectives
Wong et al.	2005	China	Cross-sectional	1,000	2003-2004	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Li et al.	2006	China	Cross-sectional	1,000	2004-2005	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2007	China	Cross-sectional	1,000	2005-2006	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2008	China	Cross-sectional	1,000	2006-2007	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2009	China	Cross-sectional	1,000	2007-2008	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2010	China	Cross-sectional	1,000	2008-2009	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2011	China	Cross-sectional	1,000	2009-2010	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2012	China	Cross-sectional	1,000	2010-2011	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2013	China	Cross-sectional	1,000	2011-2012	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2014	China	Cross-sectional	1,000	2012-2013	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2015	China	Cross-sectional	1,000	2013-2014	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2016	China	Cross-sectional	1,000	2014-2015	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2017	China	Cross-sectional	1,000	2015-2016	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2018	China	Cross-sectional	1,000	2016-2017	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2019	China	Cross-sectional	1,000	2017-2018	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2020	China	Cross-sectional	1,000	2018-2019	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2021	China	Cross-sectional	1,000	2019-2020	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2022	China	Cross-sectional	1,000	2020-2021	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2023	China	Cross-sectional	1,000	2021-2022	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2024	China	Cross-sectional	1,000	2022-2023	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.
Wang et al.	2025	China	Cross-sectional	1,000	2023-2024	Shanghai	General population	To assess the prevalence of hypertension and its risk factors in the general population.

Proj: Anna - Rosamond Pkwy Utility Extension Loc: 705 Elm Grove, Anna Tx. 75409 Owner: City of Anna Arch: Salcedo Group, Inc. Date: 10-14-2021 @ 2pm			Bldg Area: 0 sf Site Area: 448,894 sf Schedule: 4 mo Subcontractor Bond Rate: 2.00%	10.3 Acres Estimator: TAY				
Code	Description	Subcontractor/Vendor	Subs	Mat'l's	Labor	Total	\$/Sf	
Div 1 Costs								
1	General Conditions			118,477	38,181	156,658	0.35	
2	Building Permit			By Owner	By Owner	0	0.00	
	Site Dewatering	COW	10,000			10,000	0.02	
	SWPPP	COW	20,000			20,000	0.04	
	Tap and Meter Fees		WAIVED BY CITY			0	0.00	
	Barricades	COW	12,000			12,000	0.03	
	Survey/Layout	COW	5,000			5,000	0.01	
	Testing	COW	8,000			8,000	0.02	
						0	0.00	
Cont/Allow								
4	Contingency		100,000			100,000	0.22	
						0	0.00	
Site Costs								
	Remove & Reinstall Chainlink Fence	LLCI		450	480	930	0.00	
	Temporary Security Fencing		w/ gcs			0	0.00	
	Remove, Protect and Reinstall Scada Controls	Buyout	40,000			40,000	0.09	
	Misc Tree Removal	COW	20,000			20,000	0.04	
						0	0.00	
UTILITIES								
	Core Exist. Wet Well & Connect 15" SS	SMPI	880,000			880,000	1.96	
	Connect to Exist. Bypass Line & Provide Temp. Bypass Pumping	Buyout	10,000			10,000	0.02	
	Connect 15" SS to Lift Station	SMPI	w/ utilities			0	0.00	
	Sawcut, Remove & Replace 6" Paving - to Connect 15" SS	SMPI	w/ utilities			0	0.00	
	Remove 12" Plug - Connect Water Pipe	SMPI	w/ utilities			0	0.00	
	12" C900 18 PVC Water Pipe	SMPI	w/ utilities			0	0.00	
	18" Steel Encasement Pipe	SMPI	w/ utilities			0	0.00	
	6" Fire Hydrants	SMPI	w/ utilities			0	0.00	
	Plugs, Bends & Tee's	SMPI	w/ utilities			0	0.00	
	12" Plug	SMPI	w/ utilities			0	0.00	
	12" Valves	SMPI	w/ utilities			0	0.00	
	15" SDR-26 PVC Sewer Pipe	SMPI	w/ utilities			0	0.00	
	8" Sanitary Sewer	SMPI	w/ utilities			0	0.00	
	5' DIA Manholes	SMPI	w/ utilities			0	0.00	
	Spoils Haul Off	SMPI	w/ utilities			0	0.00	
	Trench Safety	SMPI	w/ utilities			0	0.00	
						0	0.00	
						0	0.00	
						0	0.00	
		Owner	OK	1,105,000	118,927	38,661	1,262,588	2.81
		Percent Cost:		87.5%	9.4%	3.1%		
		(MISC)		LAB BURDEN	42.00%	42.00%	16,238	0.04
		Bldgs. Risk	\$394	Sales Tax		0.00%	0	0.00
		Gen. Liab.	\$5,115	Sub Total			1,278,825	2.85
		OPL	\$0 B.R./G.L./OPL				5,509	0.01
		P&P Bond	\$16,632	Fee		2.250%	28,898	0.06
							1,313,232	2.93
							16,632	0.00
							1,329,864	0.00
							0	

Anna
THE CITY OF



REVISED

W-1

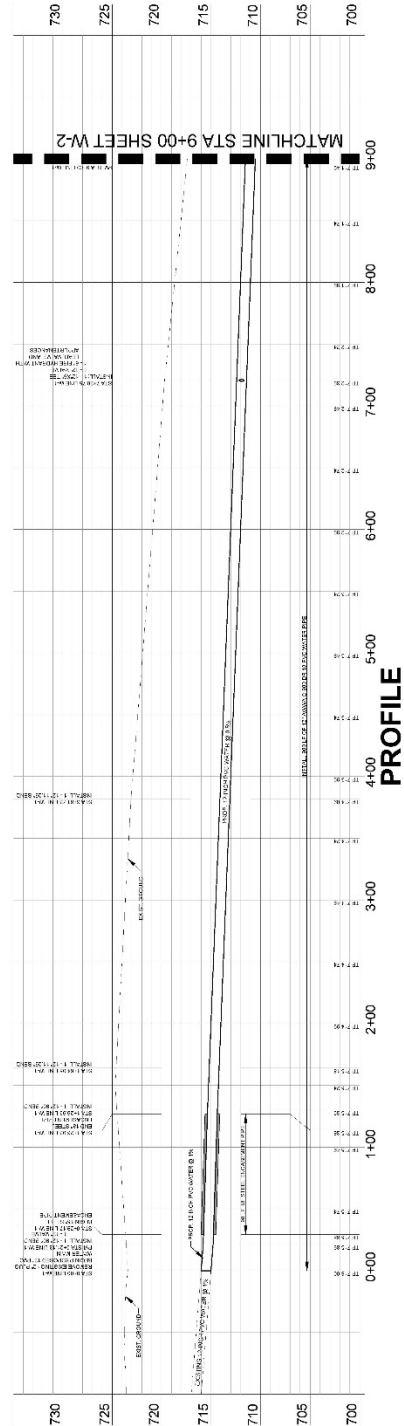


Exhibit D PUBLIC IMPROVEMENTS – PLANS AND SPECIFICATIONS

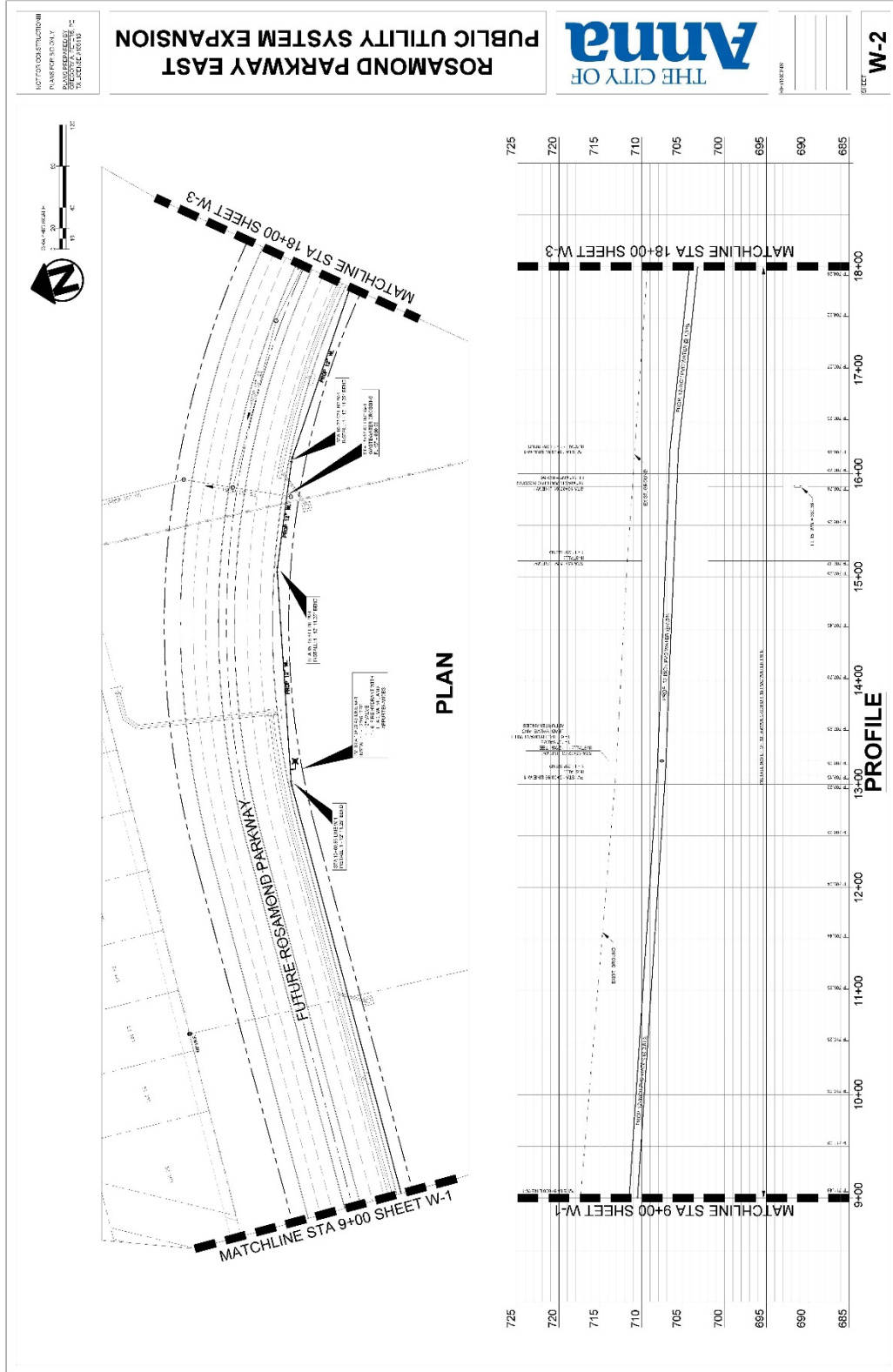


Exhibit D PUBLIC IMPROVEMENTS – PLANS AND SPECIFICATIONS

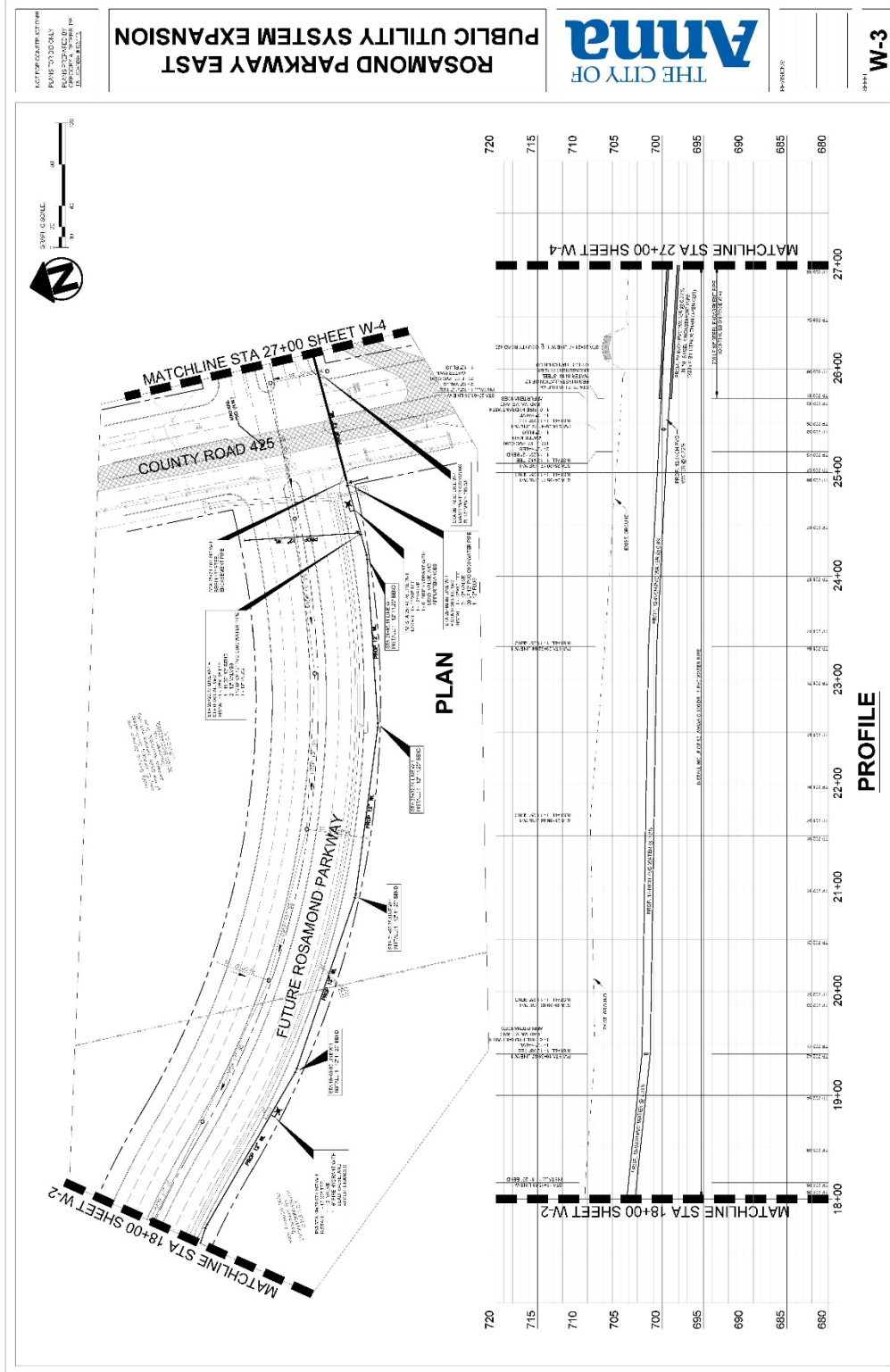
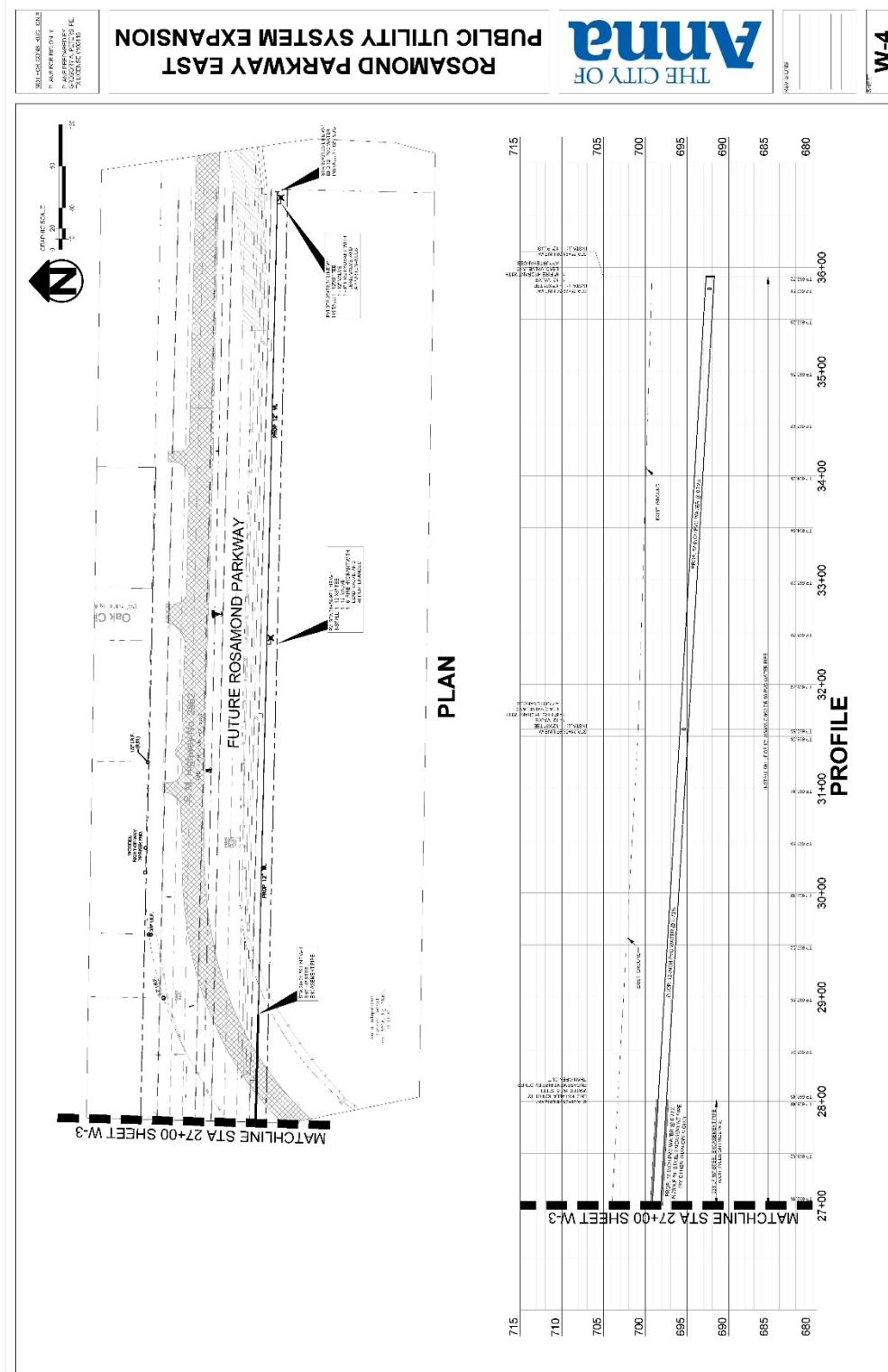
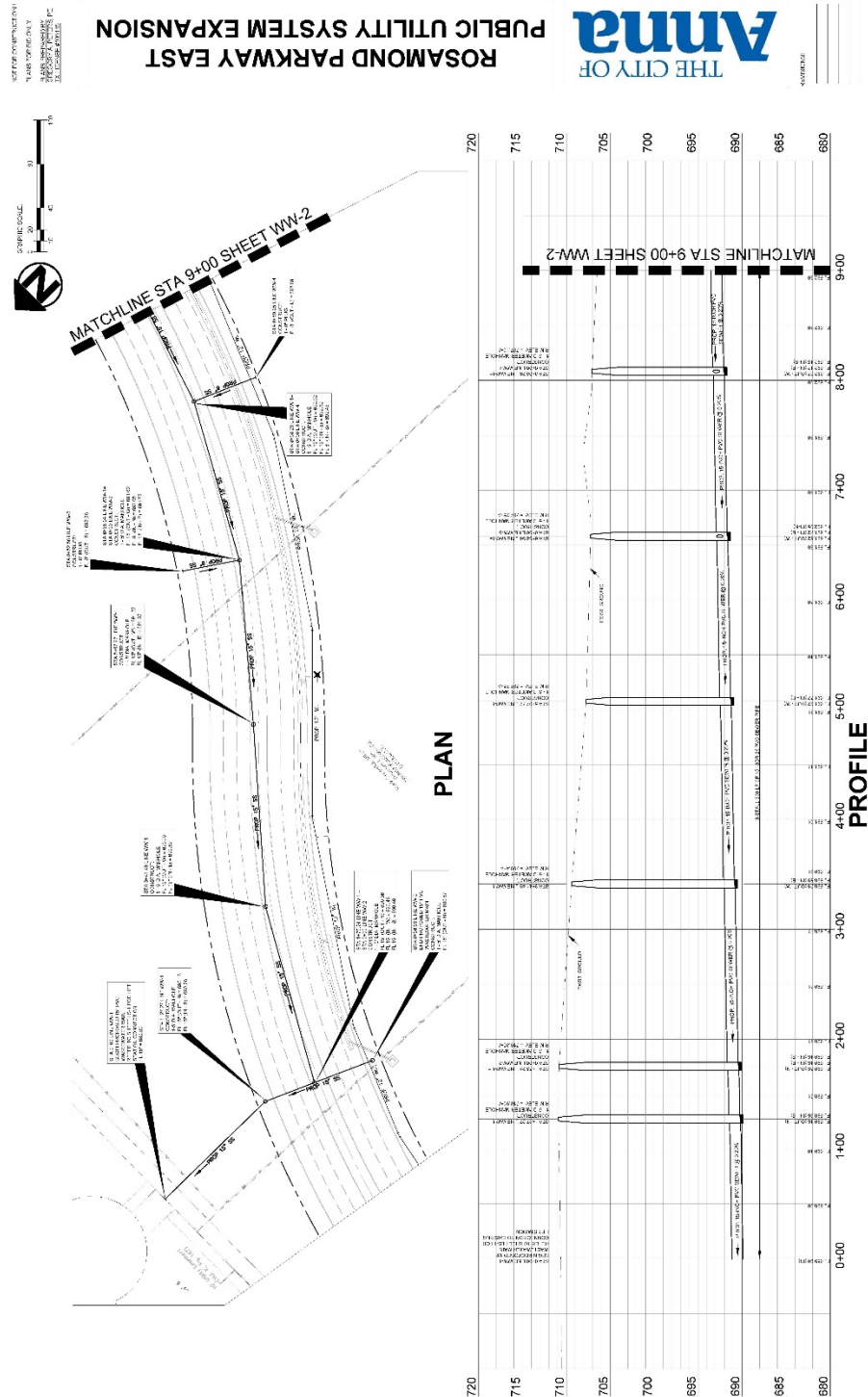


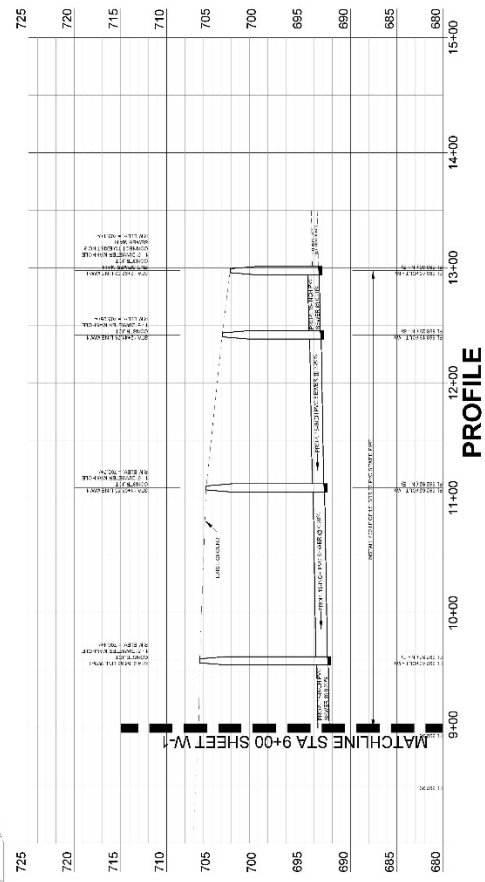
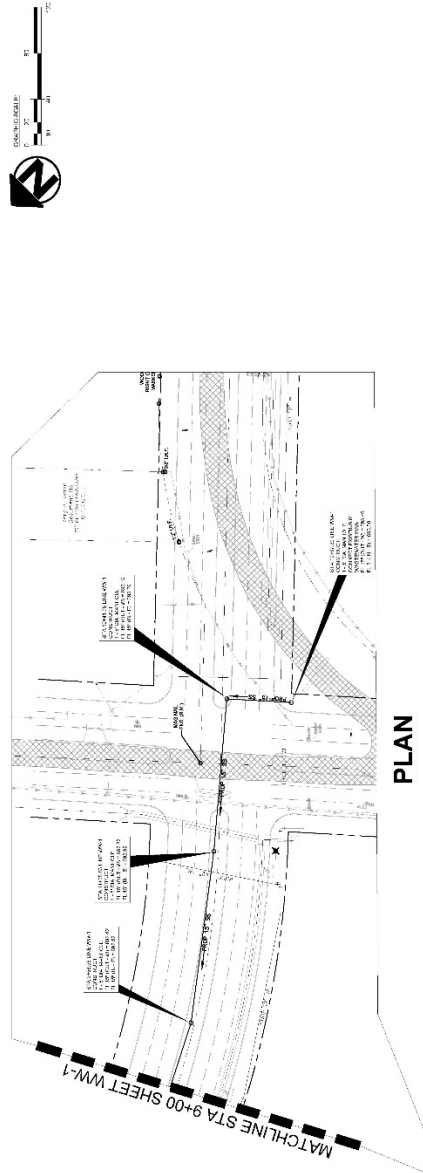
Exhibit D
PUBLIC IMPROVEMENTS – PLANS AND SPECIFICATIONS



Anna
THE CITY OF

2000





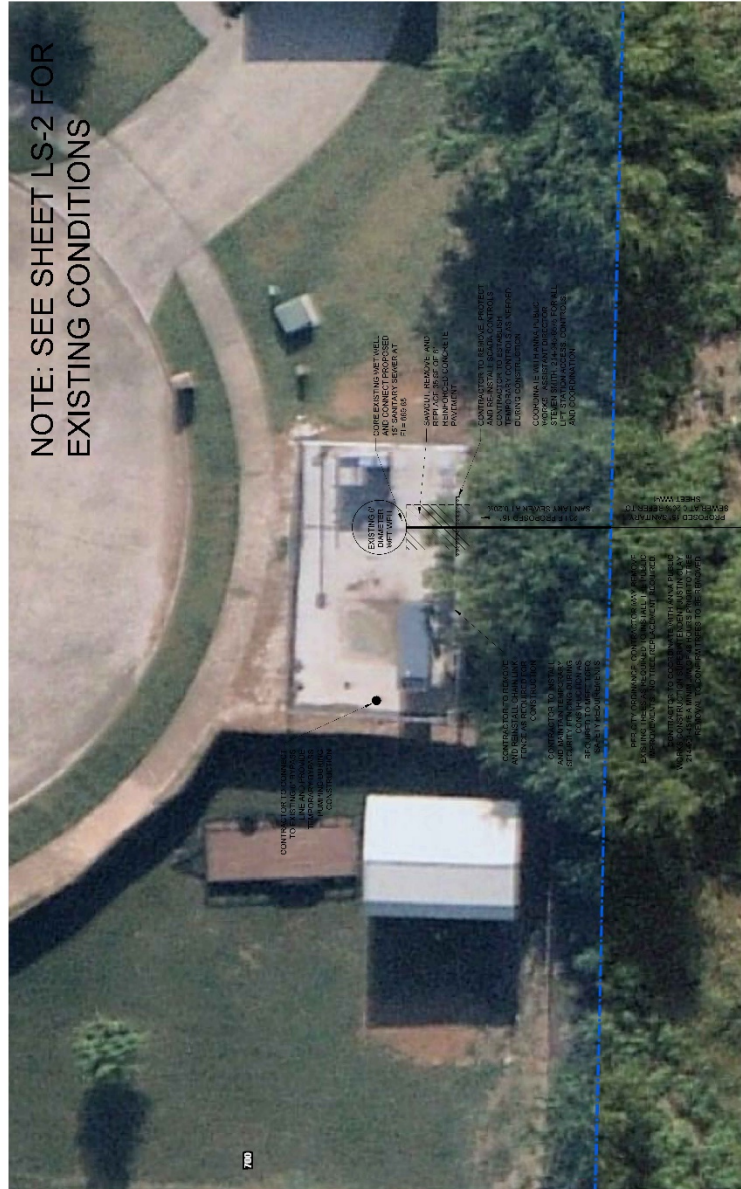
THE CITY OF
Annapolis

NOT FOR CONSTRUCTION
P-443771-01-01-01
DATE: 01/27/2016
PROJECT: 2015-2016
DRAWING NO.: 2015-2016-001

**ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION**

MAY 2016

LS-1



PLAN



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on the creation of the Anna Library Advisory Task Force
(Director of Public Works Greg Peters, P.E.)

SUMMARY:

On May 1, 2021, Anna voters approved the issue of \$58 million in bonds to finance the design and construction of a second fire station, library/community center, and recreational and sports facilities.

Proposition B was approved for the development of a public library/community center. This \$22 million proposition includes the design and construction of a library with multipurpose recreation, meeting, and classroom space. The facility will be designed with public input and the goals of the recently adopted Comprehensive Plan. The facility will be located on the northeast corner of the municipal campus complex on State Highway 5 / North Powell Parkway.

The City is working on the development of a strong team to plan, manage, design and construct this new public facility. Anna Neighbors deserve an award-winning library facility, and putting together a strong team is essential to meeting that goal.

Last month, the City Council approved a professional services agreement with Project Advocates to provide pre-design due diligence services for the City, including the development of a detailed cost plan and project charter for the project.

This agenda item will create a task force of community members who will work with Project Advocates to craft the vision for the facility, develop a project charter for City Council adoption, and assist in outreach to the community for the project.

Attached is Exhibit A, which provides an overview of the role of the APLE Task Force and the process which will be followed.

Staff is recommending that the APLE Task Force be comprised of the following community members, to be selected by the City Council, with the exception of the City Staff member to be selected by the City Manager:

- 2 City Council Members
- 1 EDC/CDC Board Member
- 1 Park Board Member
- 1 Planning & Zoning Board Member
- 1 Diversity & Inclusion Board Member
- 1 Friends of the Anna Community Library Board Member
- 1 Representative of Anna ISD

- 1 Member of City Staff

This 9 member task force will conduct essential work on the pre-design phase of the project and its members will be valued members of the project team. This task force will be advisory in nature and will have no financial responsibility or authority. At the conclusion of the assigned task, will be dissolved and stand down.

The task force will have a staff liaison, who will serve as the project manager and will be selected by the City Manager.

FINANCIAL IMPACT:

Funding for a Community Library was approved in the 2021 Bond Election. The Community Investment Program budget for the library is \$22.0 million.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends that the City Council make a motion to create the Anna Public Library Engagement Task Force and select community members for participation.

ATTACHMENTS:

1. Exhibit A - CoA Project Advisory Summary

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/3/2021
Approved - 11/4/2021
Final Approval - 11/5/2021

The City of Anna Library

Project Advisory Committee Summary

Advisory Committee Purpose

As a growing and emerging city, The City of Anna is embarking on setting the foundation for its municipal buildings. While the City Hall serves the governmental arm of the city, the Library is positioned to serve the community. Therefore, it is essential that the project team establish and maintain early relationships within the community. The success of the Library project is dependent upon active involvement from individuals who will contribute ideas and concepts.

This initial phase of the project will identify and determine the services of the library to serve the community. The community goals and objectives will be filtered by information gathering events such as focus groups and surveys. The information gathered will be evaluated and used to dictate the services desired, space allocation and overall project charter.

Advisory Committee Role

- Help document the needs of the community
- Ensure that the needs of the community are reflected in the library project charter
- Maintained throughout the project

Advisory committee members will play a critical role in the development of the project program. They serve in the following areas:

- **Provide** a communication channel between the community and the City Council
- **Stimulate** public awareness and interest in the library project
- **Advocate** for the library building and services

Advisory Committee Functions

- Assists in promoting and publicizing the library project to the community
- Evaluates community feedback to help establish the needs of the community
- Assists in defining the goals and objectives of the library project
- Represents the needs of the community

Advisory Committee Composition

The advisory Committee should be composed of individuals who represent the demographics of the community, including ethnic and gender diversity

- Members should be drawn from both private and public sectors
- The committee should include 7-9 voting members. One voting member should be designated chair and another vice-chair

Advisory Committee Meetings/Time Expectations

This initial phase of information gathering, and development of the project charter is expected to start in December and run for a maximum of six months. During those six months, the following meetings and events are expected to occur:

- Multiple focus group meetings – attendance of advisory committee members can alternate. Focus group meetings with the community are expected to average 1.5 hours each, and can range between 9-12 meetings
- Library tours – all committee members are expected to attend in participate in the library tours. Library tours are expected to not exceed two days
- Committee advisory members should expect to attend at least two meetings per month



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021

Staff Contact: Jim Proce

AGENDA ITEM:

Consider/Discuss/Action on appointment of Council Liaisons for Boards and Commissions. (City Manager Jim Proce)

SUMMARY:

Council took action January 12, 2021 to appoint Board and Commission liaisons.

Current appointments are as follows:

Parks Advisory Board

Mayor Nate Pike

Council Member Atchley

Diversity and Inclusion Commission

Deputy Mayor Pro Tem Josh Vollmer

Council Member Danny Ussery

EDC/CDC

Mayor Pro Tem Lee Miller

Deputy Mayor Pro Tem Josh Vollmer

Planning and Zoning Commission

Council Member Stan Carver II

Council Member Kevin Toten

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Review and confirm appointments based upon Council desire.

ATTACHMENTS:**APPROVALS:**

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

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Final Approval - 11/5/2021



Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 11/9/2021

Staff Contact: Jim Proce

AGENDA ITEM:

Consider/Discuss/Action on a Resolution Casting Votes for the Board of Directors for the Collin County Central Appraisal District. (City Manager Jim Proce)

SUMMARY:

The City Council of the City of Anna has fifteen votes to cast for the Board of Directors for the Collin County Central Appraisal District. The Board of Directors serve a two-year term beginning January 1, 2022. Attached is the official ballot and a letter from CCAD which contains a list of the nominations, whether they are a current board member, which city nominated the candidate, and where the candidate resides. The City Council may choose to cast all votes for one candidate or elect to divide them between candidates.

The City Council must vote in an open meeting, report the votes in a written Resolution, and submit the Resolution to the Chief Appraiser by December 15, 2021.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of a Resolution to cast the City's fifteen votes for the CCAD Board of Directors.

ATTACHMENTS:

1. Res CAD BOD
2. 20211103144513400

APPROVALS:

Carrie Land, City Secretary
Terri Doby, Budget Manager

Created/Initiated - 11/2/2021
Approved - 11/2/2021

Jim Proce, City Manager

Final Approval - 11/5/2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS VOTING FOR A CANDIDATE OR CANDIDATES FOR THE BOARD OF DIRECTORS, CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY.

WHEREAS, The City of Anna, Texas has fifteen votes to cast in the election of the Board of Directors, Central Appraisal District of Collin County;

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

Section 1. Recitals Incorporated.

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

Section 2. Acknowledgement

The City Council of the City of Anna, Texas votes for the following candidate(s) for the Board of Directors, Central Appraisal District of Collin County;

<i>(Candidate)</i>	<i>(Votes Cast)</i>
<u>Earnest Burke</u>	
<u>Ronald Carlisle</u>	
<u>Zewge Kagnew</u>	
<u>Ronald L. Kelley</u>	
<u>Brian Mantzey</u>	
<u>Kenneth Maun</u>	
<u>Wayne Mayo</u>	
<u>Gary Rodenbaugh</u>	
<u>Ed Standridge</u>	
<u>Caron Kincaid Underwood</u>	

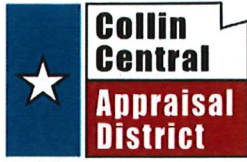
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of November, 2021.

APPROVED:

Nate Pike, Mayor

ATTESTED:

Carrie L. Land, City Secretary



Collin Central Appraisal District

October 25, 2021

Carrie Land, City Secretary
City of Anna
P. O. Box 776
Anna, TX 75409

RE: Board of Directors election, two-year term, beginning January 1, 2022

Dear Ms. Land:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their last name.

- It must be clear that I am not advising any entity regarding casting votes for candidate(s). That said, I have been instructed by Mr. Wayne Mayo, based on medical reasons, that he would be unable to serve in the 2022-2023 term, if elected.
- Mr. Mayo announced to the existing board several months ago that he would not seek or agree to serve in the 2022-2023 term.
 - Not knowing whether he had changed his mind about serving, when the entities were going through the nomination process, I waited until Ballot time to contact him. His wife confirmed to me this morning that extremely serious medical issues would make it impossible for him to serve, if elected again.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2021. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

Bo Daffin
Chief Appraiser

Enclosure

2022 – 2023
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS
Page 2 of 2

OFFICIAL BALLOT

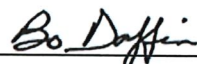
ISSUED TO: **City of Anna**

NUMBER OF VOTES: **15**

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM
BEGINNING JANUARY 1, 2022.

NOMINEES	VOTES
<i>EARNEST BURKE</i>	
<i>RONALD CARLISLE</i>	
<i>ZEWGE KAGNEW</i>	
<i>RONALD L. KELLEY</i>	
<i>BRIAN MANTZEY</i>	
<i>KENNETH MAUN</i>	
<i>WAYNE MAYO</i>	
<i>GARY RODENBAUGH</i>	
<i>ED STANDRIDGE</i>	
<i>CARSON KINCAID UNDERWOOD</i>	

October 25, 2021


Bo Daffin, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2021.



Collin Central Appraisal District

2022 – 2023
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

EARNEST BURKE	Is a current board member and has served since 1/2016. Nominated by Plano ISD. Resides in Plano, TX.
RONALD CARLISLE	Is a current board member and has served since 1/1994. Nominated by City of Frisco and Royse City ISD. Resides in Frisco, TX.
ZEWGE KAGNEW	Nominated by the City of Wylie. Resides in Wylie, TX.
RONALD L. KELLEY	Nominated by Plano ISD. Resides in Plano, TX.
BRIAN MANTZEY	Nominated by the City of Anna and the City of McKinney. Resides in McKinney, TX.
KENNETH MAUN	Nominated by the City of Lucas. Resides in Fairview, TX.
WAYNE MAYO	Is a current board member and has served since 1/1998. Nominated by the City of Lucas. Resides in Richardson, TX.
GARY RODENBAUGH	Is a current board member and has served since 1/2001. Nominated by the City of Allen, the City of Lucas and Allen ISD. Resides in Allen, TX.
ED STANDRIDGE	Nominated by the City of Parker. Resides in Parker, TX.
CARSON KINCAID UNDERWOOD	Nominated by the City of Plano. Resides in Plano, TX.