



AGENDA

City Council Meeting

Tuesday, December 14, 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 December 14, 2021, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

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

4. Reports.

Receive reports from Staff or the City Council about items of community interest. *Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.*

a. Proclamation recognizing the Anna FFA Chapter.

b. We Notice! Campaign recognition of the November and December recipients.

c. Introduction of new Economic Development Coordinator.

5. Work Session.

a. Report to City Council on Parks Advisory Board recommendation regarding design contract for a community skatepark. (Director of Neighborhood Services Marc Marchand)

6. **Consent Items.**

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

- a. Approve City Council Meeting Minutes for November 9, 2021. (City Secretary Carrie Land)
- b. Review Minutes of the August 16, 2021, and October 18, 2021, Parks Advisory Board Meetings. (Director of Neighborhood Services Marc Marchand)
- c. Review Minutes of the October 7, 2021, and November 4, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
- d. Approve a Resolution regarding the Avery Point Commercial, Block A, Lots 1R, 2R, & 3, Replat. (Director of Development Services Ross Altobelli)
- e. Approve a Resolution updating the Buzz Center Addition, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution updating the Buzz Center Addition, Block A, Lots 1 & 2, Site Plan. (Director of Development Services Ross Altobelli)
- g. Approve a Resolution regarding the Meadow Vista, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution regarding the Senter Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding the Advantage Self Storage Addition, Block A, Lot 3R, Site Plan. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution regarding the Clementine Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- k. Approve a Resolution regarding the Deer Springs Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
- l. Approve a Resolution regarding the Parmore - Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)
- m. Approve a Resolution regarding the Parmore - Anna, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- n. Approve a Resolution regarding the Anna Elementary No. 3, Block 1, Lots 1R & 2, Replat. (Director of Development Services Ross Altobelli)
- o. Approve a Resolution regarding the Anna Elementary No. 3, Block 1, Lots 1R & 2, Revised Site Plan. (Director of Development Services Ross Altobelli)
- p. Approve a Resolution regarding the Anna Retail Addition, Block A, Lots 3, 4, & 5, Replat. (Director of Development Services Ross Altobelli)
- q. Approve a Resolution regarding the Anna Storage Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- r. Approve a Resolution regarding the Anna ISD Park Addition, Block A, Lot 1R, Replat. (Director of Development Services Ross Altobelli)
- s. Approve a Resolution regarding the Anna ISD Park Addition, Block A, Lot 1R, Revised Site Plan. (Director of Development Services Ross Altobelli)
- t. Development Agreement – Anna Town Center, Block A, Lot 5R (Director of Development Services Ross Altobelli)

Approve a Resolution entering into a development agreement with Q Seminole Anna Town Center, LP to establish development and design regulations for multiple-family residences development on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive.

- u. Approve the Quarterly Investment Report for the Period Ending September 30, 2021. (Director of Finance Alan Guard)
- v. Approve a Resolution authorizing the City Manager to execute interlocal agreements by and between the City of Anna and CGMA partner cities for the purchase of treated potable drinking water from the Greater Texoma Utility Authority. (Director of Public Works Greg Peters, P.E.)
- w. Approve a Resolution authorizing the purchase of utility maintenance equipment as adopted in the City of Anna FY2022 Annual Budget. (Director of Public Works Greg Peters, P.E.)
- x. Approve a Resolution rejecting all bids received on the Sherley Heritage Park Historic Train Display Improvements construction project at the bid opening on November 4, 2021, and authorizing the City Manager to re-bid the project in 2022. (Director of Public Works Greg Peters, P.E.)
- y. Approve a Resolution authorizing the City Manager to negotiate for the purchase of real property for the Right of Way for Rosamond Parkway and public drainage easement east of State Highway 5. (Director of Public Works Greg Peters, P.E.)
- z. Approve a Resolution approving a Roadway Impact Fee Reimbursement Agreement by and between the City of Anna, Texas and Risland-Mantua, LLC subject to approval as to form by the City's legal counsel. (Director of Public Works Greg Peters, P.E.)
- aa. Acting as the Anna Housing Finance Corporation ("AHFC") Board of Directors, approve: (a) resolutions approving the formation of entities to serve in the following capacities in connection with the Parmore Anna financing: (i) ground lessor, (ii) co-developer and (iii) general contractor; (b) resolutions approving substantially final partnership documents for the Parmore Anna financing; and (c) a resolution delegating signature authority to the developer partner in connection with the Parmore Anna financing. (Director of Economic Development Joey Grisham)
- bb. Acting as the Anna Housing Finance Corporation ("AHFC") Board of Directors, approve and ratify the execution by the AHFC President of that certain letter agreement between AHFC and Hilltop Securities Inc. dated November 8, 2021. (Director of Economic Development Joey Grisham)
- cc. Approve a Resolution amending the City of Anna Personnel Policy Manual. (City Manager Jim Proce)
- dd. Approve votes for the 2022-2023 Texas Coalition for Affordable Power (TCAP) Board of Directors. (City Manager Jim Proce)

7. Items For Individual Consideration.

- a. A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to amend Planned Development-Restricted Commercial (Ord. No. 821-2019) in order to reduce the front yard setback from 50 feet to 20 feet. Located at the southwest corner of W. White Street and Ferguson Parkway. (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the Ferguson-White

Addition, Block A, Lots 1, 2, & 3, Final Plat.

C) Consider/Discuss/Action on a Resolution regarding the Ferguson-White Addition, Block A, Lot 1, Site Plan.

- b. A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to amend the zoning on 6.0± acres located on the north side of W. White Street, 293± feet east of S. Ferguson Parkway to allow mini-warehouse by Specific Use Permit with modified parking standards on Lot 3 and to reduce the existing 15-foot Residential Buffering standard to 10-feet on Lot 2R. Zoned: Planned Development-General Commercial (PD-C-2) (Ord. Nos. 709-2015, 226-2005, and 179-2005). (Director of Development Services Ross Altobelli)
- c. Crystal Park Development Agreement. (Director of Development Services Ross Altobelli)

Consider/Discussion/Action on a Resolution approving a Development Agreement with Bloomfield Homes, L.P. regarding the development of Crystal Park, a single-family residential, mixed-use, and commercial development, subject to approval as to legal form of said development agreement by the City's legal counsel.

- d. A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to rezone 0.4± acre located on the west side of N. Riggins Street, 671± feet north of Anthony Street from Single-Family Residence-1 (SF-1) to Planned Development-Single-Family Residence – Townhome (PD-SF-TH) to allow for the use of Townhomes. (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the Salida Del Sol, Block A, Lot 1, Concept Plan.

- e. A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to amend the zoning on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive, in order to amend existing multifamily residence development standards . Zoned: Planned Development-General Commercial/Multiple Family - High Density (PD-C-2/MF-2) (Ord. No. 648-2014). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Concept Plan.

C) Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Preliminary Replat.

- f. A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to rezone 28.0± acre located at the southwest corner of W. White Street and Slater Creek Road from SF-E Single-Family Residential - Large Lot (SF-E) to SF-Z Single-Family Residence District - Zero lot line homes (SF-Z) and C-1 Restricted Commercial District (C-1). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the LuxNova Residential & Commercial Concept Plan.

- g. Conduct a Public Hearing and Consider/Discuss/Action on approving an Ordinance designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Four, City of Anna, Texas; describing the

boundaries of the Zone; creating a Board of Directors for the Zone; and appointing members to the Board. (Director of Economic Development Joey Grisham)

- h. Conduct a Public Hearing and Consider/Discuss/Action on approving an Ordinance designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Five, City of Anna, Texas; describing the boundaries of the Zone; creating a Board of Directors for the Zone; and appointing members to the Board. (Director of Economic Development Joey Grisham)
- i. Conduct a Public Hearing and Consider/Discuss/Action on approving an Ordinance designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Anna, Texas; describing the boundaries of the Zone; creating a Board of Directors for the Zone; and appointing members to the Board. (Director of Economic Development Joey Grisham)
- j. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a professional services agreement with 720 Design, Incorporated for library consulting services, subject to approval as to legal form of said agreement by the City's legal counsel. (Director of Public Works Greg Peters, P.E.)
- k. Discuss/Consider/Act on a Resolution authorizing the City Manager to execute Change Order #3 for the Municipal Complex Construction Project. (Director of Public Works Greg Peters, P.E.)
- l. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the rehabilitation and repainting of the Sherley Heritage Park Water Tower. (Director of Public Works Greg Peters, P.E.)

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). *Miller Mendel, Inc. v. City of Anna, Texas, et al.*, U.S. District Court, Eastern District of Texas, Marshall Division; Case No. 2:21-cv-00445-JRG. Potential incentive and event funding agreements. Facilities Security.
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072). Right of way agreement; potential purchase and sale of land.
- 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). Potential incentive and event funding agreements.
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Municipal Judge

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, December 10, 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: 12/14/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Proclamation recognizing the Anna FFA Chapter.

SUMMARY:

The 2021 Ag Advocacy LDE Team and the Sr. Chapter Conducting Team, had tremendous success and the Anna FFA earned many awards including 1st at the District 4 FFA LDE Contest, 2nd at the Area 5 LDE Contest and, for the Agriculture Advocacy LDE, a 5th place finish at the Texas FFA State LDE Contest. The Sr. Chapter Conducting LDE team finished in the top 24 at the Texas FFA State LDE

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2021 Anna FFA Proclamation

APPROVALS:

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

Created/Initiated - 12/9/2021
Approved - 12/9/2021
Final Approval - 12/10/2021

City of Anna, Texas

Proclamation



ANNA FFA

WHEREAS, the 11 members of the Anna FFA Chapter have dedicated hundreds of hours of work, preparing, practicing, performing, and competing over the last 3 months,

WHEREAS, the 2021 Ag Advocacy LDE Team and the Sr. Chapter Conducting Team, had tremendous success and the Anna FFA earned many awards including 1st at the District 4 FFA LDE Contest, 2nd at the Area 5 LDE Contest and, for the Agriculture Advocacy LDE, a 5th place finish at the Texas FFA State LDE Contest. The Sr. Chapter Conducting LDE team finished in the top 24 at the Texas FFA State LDE Contest. In total, over 300 teams competed in each contest area.

WHEREAS, FFA Advisors for the year are Maddi Bramer, John Anderson and Jeff Morris.

NOW THEREFORE, I, Nate Pike, Mayor of the City of Anna, Texas, by the authority vested in me, do hereby commend the

**2021 Anna FFA Agriculture Advocacy LDE Team &
Sr. Chapter Conducting LDE Team**

on their outstanding performance and on earning a place in the Texas FFA State LDE Contest. I also encourage all Anna citizens to support the Anna FFA and to recognize these hardworking students and FFA Advisors as they represent our community.

*In witness, whereof I have hereunto set my hand this
14th day of December 2021 and called this seal to be
affixed.*

Mayor Nate Pike



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Olivia Demings

AGENDA ITEM:

We Notice! Campaign recognition of the November and December recipients.

SUMMARY:

We Notice! Campaign recognition of the November and December recipients by Neighborhood Services Coordinator Olivia Demings and Code Compliance Manager Kevin Martin. The "We Notice!" initiative serves to recognize a property in the City of Anna that has gone the extra mile to show pride of ownership. Each month Neighborhood Services will select a property to recognize for their effort and role in Keeping Anna Beautiful.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jeff Freeth, Recreation Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Introduction of new Economic Development Coordinator.

SUMMARY:

Director of Economic Development Joey Grisham will introduce Economic Development Coordinator Kimberly Garduno. Kimberly began in the newly created Economic Development Coordinator role yesterday, December 13th. The newly created position will allow the Economic Development team to continue to bolster the City's economy and address the expected growth and development occurring in Anna.

As the current Assistant to the City Manager in DeSoto, Kimberly has experience implementing programs and working on complex projects. She represents the City of DeSoto on the STAR Transit Board and Inland Port Transportation Management Association. She previously served as Senior Management Analyst in the City of Mesquite, working in both the City Manager's Office and Economic Development Department.

As Economic Development Coordinator, Kimberly will develop a business retention and expansion program as well as implement the Downtown Master Plan and Economic Development Strategic Plan. In this collaborative role, her commitment to and understanding of economic development will be a great asset to the team.

Kimberly earned a Bachelor of Arts in Sociology from Baylor University and holds a Masters of Public Affairs from the University of Texas at Dallas. She is a current member of the Texas Economic Development Council, Texas City Management Association and Urban Management Assistants of North Texas.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Final Approval - 12/7/2021



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Report to City Council on Parks Advisory Board recommendation regarding design contract for a community skatepark. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

On November 9th, 2021, staff presented a design contract to Council for the proposed community skatepark. Council decided not to take action on the item at that time. Staff provided an update to the Parks Advisory Board on November 15th on several parks capital projects including the skatepark, and the board made a unanimous recommendation to Council to move forward with the proposed design contract.

As part of the background to this item, 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.

The cost of the Agreement is \$146,000.

The construction budget for the skatepark is approximately \$1.25 million (plus \$100,000 budget for a restroom building).

Funding was approved in the 2021 Bond Program.

FINANCIAL IMPACT:

Funding for this project was approved in the 2021 Bond Program in the amount of \$1,500,000 (including a restroom building from the north end of the park to serve the splash pad and pavilion).

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff seeks input from Council and will proceed as decided.

ATTACHMENTS:

APPROVALS:

Marc Marchand, Director of Neighborhood Services
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/9/2021
Approved - 12/9/2021
Final Approval - 12/10/2021



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for November 9, 2021. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Draft Minutes 20211109

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Final Approval - 12/7/2021

**Regular City Council Meeting
Meeting Minutes**



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 met 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.

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

Mayor Pike called the meeting to order at 6:33 PM.

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Elden Baker spoke about the Anna Historical Society's position on the painting of the Water Tower. Mr. Baker also shared that the United States Marine Corps celebrates its 246th birthday on Wednesday, November 10, 2021, and Thursday, November 11, 2021, is observance of Veterans Day.

4. Reports.

a. Neighbor Academy Graduation. (Management Analyst Kimberly Winarski)

A graduation ceremony was held for the inaugural class of the Neighbor Academy.

Graduates are as follows:

- Elden Baker
- Latoya Grady
- Brenda Hadley
- Staci Martin
- Elijah Nelms
- Wai Ng
- Terri Ogan

- Michael Olivarez
- Jim Parrish
- Jeff Reece
- Yoshanda Sims
- Kay Stocking
- Tom Stocking
- Tamala Tucker
- Dedrick Welch

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

Staff reported 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. Moody's recognizes 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.

5. **Work Session.**

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

Staff provided an update on Communications and Marketing and a presentation of the Communications Strategic Plan.

The City of Anna Communications Department's mission statement is to provide consistently accurate and engaging communication to neighbors to connect and build relationships.

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

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.

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

Staff provided a brief update on the status of traffic studies being procured. In order to collect traffic data to understand congestion issues better and determine what improvements are needed, if any, the City has initiated six traffic studies at key locations. The six locations are:

- Farm-to-Market 455 (F.M. 455) at U.S. Highway 75
- F.M. 455 at Throckmorton Boulevard
- F.M. 455 at Oak Hollow Lane
- F.M. 455 at Westfield Drive and Willow Creek Drive
- F.M. 455 at Finley Boulevard
- F.M. 455 at Rosamond Parkway

Once the studies are completed, staff will generate proposed solutions and work with TxDOT for funding options and the timing of improvements. The goal is to present the findings to TxDOT by March 2022.

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.

MOTION: Council Member Toten moved to approve consent Items a. through k. Council Member Miller seconded. Motion carried 7-0.

- 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)

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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.

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

- 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.)

The City 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 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. 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 Boulevard, Foster Crossing, and County Road 419 are completed.

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

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.

- 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)

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.

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

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

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)

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.

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.

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

MOTION: Council Member Atchley moved to approve. Council Member Miller seconded. Motion carried 6-0. Council Member Ussery had stepped out of the room.

- 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).

On October 26, 2021, the City Council approved a Resolution of Intent to Establish a Property Assessed Clean Energy (PACE) Program and set the Public Hearing date.

Mayor Pike opened the Public Hearing at 7:49 PM.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 7:49 PM.

- 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)

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.

There is no financial liability to the City. 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.

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.

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

- 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)

Following the creation of the City of Anna PACE Program, it is advised to select a program administrator. The Resolution presented to Council authorized City Manager Proce to execute a professional services agreement with the Texas PACE Authority.

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.

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

- 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)

The Anacapri Development Agreement was approved at the October 12, 2021, 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 sets a Public Hearing for December 14, 2021, to create the TIRZ District.

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

- 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)

The Anacapi Development Agreement was approved at the October 12, 2021, 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 Anacapi where the City agreed to dedicate 70% of the TIRZ increment over 30 years. This Resolution sets a Public Hearing for December 14, 2021, to create the TIRZ District.

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.

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

- 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 Boulevard, 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)

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.

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

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

- 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)

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.

City Council discussed the current needs of the City and cost of the skatepark. City Council discussion ensued and the consensus was to postpone the project at this time.

MOTION: Council Member Carver moved to take no action. Council Member Miller seconded. Motion carried 6-1. Council Member Atchley opposed.

- 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.)

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.

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.

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

- j. Consider/Discuss/Action on the creation of the Anna Library Advisory Task Force (Director of Public Works Greg Peters, P.E.)

The \$22 million proposition, approved by voters on May 1, 2021, 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.

Staff is recommending that the Anna Public Library Engagement (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 nine-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, the task force 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.

MOTION: Council Member Vollmer moved to appoint

- ☐ 2 City Council Members - Kevin Toten and Danny Ussery
- ☐ 1 EDC/CDC Board Member - Kylee Kelley
- ☐ 1 Park Board Member - McKenzie Jenks
- ☐ 1 Planning & Zoning Board Member - Nick Rubits
- ☐ 1 Diversity & Inclusion Board Member - Alfredo Fernandez
- ☐ 2 Friends of the Anna Community Library Board Member - Kelly Herndon-Patterson and Alexa Swanpool
- ☐ 1 Representative of Anna ISD - Brad Duncan
- ☐ 1 Representative from the Anna Historical Society - Elden Baker

Mayor Pike seconded. Motion carried 7-0.

- k. Consider/Discuss/Action on appointment of Council Liaisons for Boards and Commissions. (City Manager Jim Proce)

MOTION: Council Member Vollmer moved to appoint Council Member Carver as the Council Liaison to the Parks Advisory Board effective immediately. Council Member Miller seconded. Motion carried 6-0. Council Member Carver abstained.

MOTION: Council Member Vollmer moved to appoint Council Member Toten as the Council Liaison and Mayor Pike as the alternate to the Planning and Zoning Commission effective immediately. Council Member Miller seconded. Motion carried 5-0. Council Member Toten and Mayor Pike abstained.

- I. Consider/Discuss/Action on a Resolution Casting Votes for the Board of Directors for the Collin County Central Appraisal District. (City Manager Jim Proce)

The City Council 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.

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

MOTION: Mayor Pike moved to cast all 15 votes for Brian Mantzy. Council Member Ussery 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). 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

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

Mayor Pike recessed the meeting at 9:18 PM.

Mayor Pike reconvened the meeting at 10:25 PM.

The City 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.

City Council took no action.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 10:25 PM.

Approved on December 14, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Review Minutes of the August 16, 2021, and October 18, 2021, Parks Advisory Board Meetings. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 8-16-21 Parks Advisory Board Meeting Approved Minutes
2. 10-18-21 Parks Advisory Board Meeting Approved Minutes

APPROVALS:

Jeff Freeth, Recreation Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/7/2021



MINUTES
ANNA PARKS ADVISORY BOARD MEETING
August 16, 2021

The Parks Board of the City of Anna met at 6:00 PM, on August 16, 2021, at the Anna City Hall, located at 111 North Powell Parkway (Hwy 5), to consider the following items:

1. Call to Order, Roll Call and Establishment of Quorum
 - a. The meeting was called to order at 6:02pm. Members present were Elden Baker, Eirik Hansen, Mackenzie Jenks and Jonathon Schwyzer. Staff present included Jeff Freeth, Olivia Demings, and Dalan Walker.

2. Park Minutes

- a. July 19, 2021

A motion was made by Eirik Hansen, seconded by Elden Baker, to approve the Minutes of the June 19, 2021, meeting. Motion carried.

3. Staff introduced the new Neighborhood Services Coordinator Olivia Demings.
4. Staff presented a report on neighborhood life programming.
5. Staff presented a report on summer recreation programming.
6. Staff presented a status update on the Johnson Park Enhancement Project.
7. Staff presented an update on the Parks Capital Projects.
8. Staff presented a Special Event Permit Application submitted by Elden Baker. Eirik Hansen made the motion to recommend to council the approval of the September 18th, 2021, Collin McKinney Statue Dedication Special Event application, Jonathon Schwyzer seconded. Elden Baker abstained and Mackenzie Jenks voted yes. Motion Carried 3-0.
9. Staff presented a Special Event Permit Application submitted by Pam Carroll. Elden Baker made the motion to recommend to council the approval of the August 28th, 2021, Free Community Taco Trot 5K Special Event application, Eirik Hansen seconded. Motion Carried 4-0.
10. Adjourn

Eirik Hansen adjourned the meeting at 6:53 pm.

ATTEST:

Marc Marchand, Director of Neighborhood
Services



Minutes
Anna Parks Advisory Meeting
Monday, October 18, 2021, 6:00pm
Anna City Hall, 111 N Powell Parkway

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
October 18, 2021

The Parks Board of the City of Anna met at 6:00 PM, on October 18, 2021, at the Anna City Hall, located at 111 North Powell Parkway (Hwy 5), to consider the following items:

1. Call to Order, Roll Call and Establishment of Quorum
 - a. The meeting was called to order at 6:00pm. Members present were Elden Baker, Michelle Clemens, Joe Crowder, Eirik Hansen, and Mackenzie Jenks. Staff present included Jeff Freeth, Olivia Demings, and Matt Lewis.
2. Staff presented a report on recreation programming.
3. Staff presented a report on Christmas festivities including the City's Christmas tree lighting and 12 Days of Anna programming and the Greater Anna Chamber of Commerce's parade and market.
4. Staff presented a report on neighborhood life programming.
5. Staff presented a project update on Tree City USA.
6. Staff presented a project update on the Parks Capital Projects.
7. Park Minutes
 - a. August 16, 2021

A motion was made by Elden Baker, seconded by Eirik Hansen, to approve the Minutes of the August 16, 2021, meeting. Motion carried 5-0.

2. Adjourn

Eirik Hansen adjourned the meeting at 6:49 pm.

ATTEST



Marc Marchand, Director of Neighborhood
Services



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021

Staff Contact:

AGENDA ITEM:

Review Minutes of the October 7, 2021, and November 4, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. October 7th 2021 CDC EDC Joint Meeting Minutes - signed
2. November 4 2021 CDC EDC Joint Meeting Minutes SIGNED

APPROVALS:

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

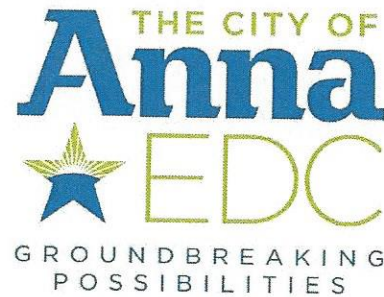
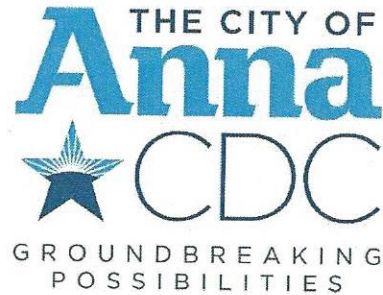
Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/7/2021

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development



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

Thursday, October 7, 2021, at 6:00 pm

Anna City Hall, Council Chambers

111 N. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular called meeting at 6:00 p.m. on Thursday, October 7, 2021, at the Anna City Hall Council Chambers, 111 N. Powell Pkwy. Anna, Texas 75409.

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

CDC and EDC Board Members Present: Anthony Richardson, Kylee Kelley, Shane Williams, Rocio Gonzalez, Matthew Seago, and Bruce Norwood. **CDC and EDC Board Members Absent:** Michelle Hawkins. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development) **Others Participating Remotely:** Clark McCoy (Attorney).

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

The meeting was called to order by Anthony Richardson, Board President, at 6:02 p.m.

2. Invocation and Pledge.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the August 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the August 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development

Anthony Richardson made a motion on behalf of the CDC and EDC to approve the consent agenda. Shane Williams seconded the motion. All were in favor. Motion passed.

5. Individual Consideration

a. Consider/Discuss/Act on a resolution approving an Agreement with Cooksey Communications for marketing/promotional services. (CDC)

Joey Grisham explained the contract with Cooksey Communications for the last fiscal year was very successful and led to sponsorship opportunities with D CEO, the Dallas Business Journal, and more marketing and advertising outlets. The 2022 fiscal year agreement includes additional funds to manage the creation of a video.

Rocio Gonzalez made a motion on behalf of the CDC to approve a resolution authorizing the Board President to execute a contract for marketing, advertising, and promotional services and to charge the CDC's contract services line item in an amount not to exceed \$70,000 in the fiscal year 2021-2022 for marketing and promotional services for community and economic development purposes. Kylee Kelley seconded the motion. All were in favor. Motion passed.

6. Director's Report

a. Sales Tax Reports

The month of July resulted in an increase of 36.5% more sales tax revenue than July 2020.

b. Budget Reports

Updated report from the Budget office were included in the packet for review. The City has migrated to new software so the report looks a bit different.

c. Upcoming Events

Next week staff will be at the Texas Economic Development Council Annual Conference in Fort Worth. The first week of November staff will be attending the Texas Downtown Association conference in Denton. The Greater Anna Chamber of Commerce has rescheduled its annual golf tournament from last fiscal year to Monday, November 15th. The CDC has 8 registrations available if Board Members would like to play at Hurricane Creek Country Club.

d. ICSC December Trade Show

Staff believes the International Council of Shopping Centers will hold their ReCon trade show in May in 2022. As such, we do not believe attending the event in December will be as successful as attendance will be less than the regularly scheduled May show. We will have a booth at the February ICSC Red River show locally. Once the May date is confirmed, we will return to the Board for those who may be interested in attending.

e. Strategic Plan Update

Staff provided a draft annual report outlining the measurables for the year. Website visits increased significantly. Events and sponsorships that the CDC participated in over the past fiscal year as well as certificates of occupancy were included in the report. A final draft will be provided to the Board next meeting.

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development

7. **CLOSED SESSION (exceptions):**

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

Bruce Norwood made a motion to enter closed session. Matthew Seago seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:28 p.m.

8. **Reconvene into open session and take any action on closed session items.**

Shane Williams made a motion to reconvene into open session. Matthew Seago seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:41 p.m. No action was taken.

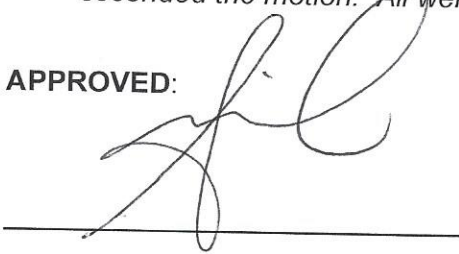
9. **Receive reports from staff or Board Members about items of community interest.**

Bruce Norwood shared his office is holding a pumpkin patch with bounce houses and food trucks Saturday, October 9th from 11:00 a.m. to 4:00 p.m. He also shared the Anna High School football team is holding a pancake breakfast on Saturday October 16.

10. **Adjourn.**

Anthony Richardson made a motion to adjourn the meeting at 7:23 pm. Kylee Kelly seconded the motion. All were in favor. Motion passed.

APPROVED:



Anthony Richardson
President of CDC/EDC

ATTESTED:



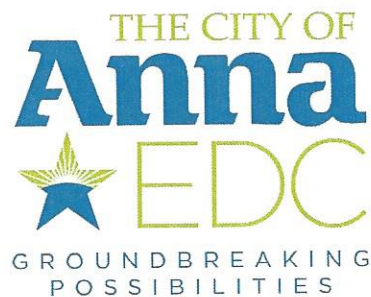
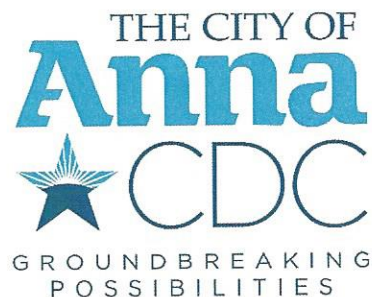
Rocio Gonzalez
Secretary of CDC/EDC

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development



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

Thursday, November 4, 2021, at 6:00 pm

Anna ISD Board Room

201 E. 7 Street, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular called meeting at 6:00 p.m. on Thursday, November 4, 2021, at the Anna ISD Board Room 201 E. 7 Street, Anna, Texas 75409.

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

CDC and EDC Board Members Present: Anthony Richardson, Shane Williams, Rocio Gonzalez, Kylee Kelley, and Bruce Norwood. **CDC and EDC Board Members Absent:** Michelle Hawkins and Matthew Seago. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), and Lee Miller (Mayor Pro Tem) **Others Participating Remotely:** Clark McCoy (Attorney).

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

The meeting was called to order by Anthony Richardson, Board President, at 6:07 p.m.

2. Invocation and Pledge.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the October 7, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the October 7, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development

Rocio Gonzalez made a motion on behalf of the CDC and EDC to approve the consent agenda. Shane Williams seconded the motion. All were in favor. Motion passed.

5. Individual Consideration

a. Receive presentations from retail marketing and recruitment firms.

Joey Grisham explained that Economic Development Strategic Plan Goal number ten states "Increase retail, restaurant, and entertainment options in Anna." He further stated that one of the objectives listed to help accomplish this goal is a third-party retail market and recruitment strategy. Four firms were identified through an extensive process and were asked to provide a presentation to the Board. Jason Claunch and Matt Tate provided a presentation for Retail Strategies and Catalyst Commercial; Aaron Farmer, Charles Parker, and Cary Everitt provide a presentation for the Retail Coach; and Lanie Keene and Casey Kidd provided a presentation for Navi Retail.

b. Consider/Discuss/Act on a resolution approving an agreement for retail marketing and recruitment services.

Joey Grisham made a recommendation to digest the presentations and act next month. No action was taken.

6. Director's Report

a. August Sales Tax Report

The month of August resulted in an increase of 30.7% more sales tax revenue than August 2020. Joey Grisham shared staff believes the year to end at \$1.75 million.

b. Strategic Plan Update

Staff provided the annual report outlining the success of Fiscal Year 2021 in the packet. Unless the Board has any edits or suggestions the report will be published in the next newsletter, shared on LinkedIn, and on the Economic Development website.

7. CLOSED SESSION (exceptions):

a. Deliberate regarding the purchase, exchange, lease or value of real property.

(Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase; Anna Business Park.

b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); City Charter provisions; Lease agreement and professional services contract.

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development

subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential commercial, retail and medical projects.

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

Shane Williams made a motion to enter closed session. Bruce Norwood seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 8:25 p.m.

8. Reconvene into open session and take any action on closed session items.

Bruce Norwood made a motion to reconvene into open session. Kylee Kelley seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 9:46 p.m.

Anthony Richardson made a motion to approve a purchase sale agreement for the Anna Business Park, subject to approval as to legal form. Shane Williams seconded the motion. All were in favor. Motion passed.

9. Receive reports from staff or Board Members about items of community interest.

Mayor Pro Tem Lee Miller shared the City is creating a Library committee. One member from each board will be appointed. If you are interested, let Joey or Lee know by next Tuesday.

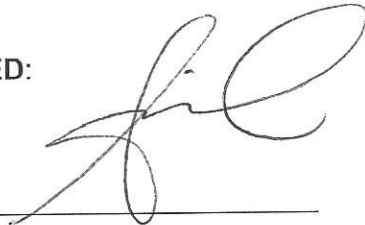
A fundraiser is being held at the BancorpSouth parking lot on Saturday, November 6th from 4 to 8 p.m. for the Anna neighbor who lost his life in a tragic car accident in October.

The Anna High School band is headed to San Antonio for State competition. There will be procession on their way. More details will be sent soon.

10. Adjourn.

Shane Williams made a motion to adjourn the meeting at 9:52 p.m. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

APPROVED:



Anthony Richardson
President of CDC/EDC

ATTESTED:



Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Avery Point Commercial, Block A, Lots 1R, 2R, & 3, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Two vacant lots on Lot 1R & Lot 3 and restaurant and grocery store on Lot 2R on 7.4± acres located at the northeast corner of W. White Street and S. Ferguson Parkway.

The purpose of the replat is to subdivide Lot 1R into two lots, dedicate lot and block boundaries, and dedicate easements necessary for the development of a Braum's restaurant and grocery store on Lot 2R.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval

ATTACHMENTS:

1. Locator
2. RESOLUTION - (RP) Avery Pointe Commercial, Block A, Lots 1R, 2R, & 3
3. Exhibit A (STAMPED)- Avery Point Commercial Replat

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AVERY POINTE COMMERCIAL, BLOCK A, LOTS 1R, 2R, & 3, REPLAT.

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

WHEREAS, Anna 455 Commercial, LLC has submitted an application for the approval of the Avery Pointe Commercial, Block A, Lots 1R, 2R, & 3, Replat.

WHEREAS, The Replat of Avery Pointe Commercial, Block A, Lots 1R, 2R, & 3 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 Replat

The City Council hereby approves the Avery Pointe Commercial, Block A, Lots 1R, 2R, & 3, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

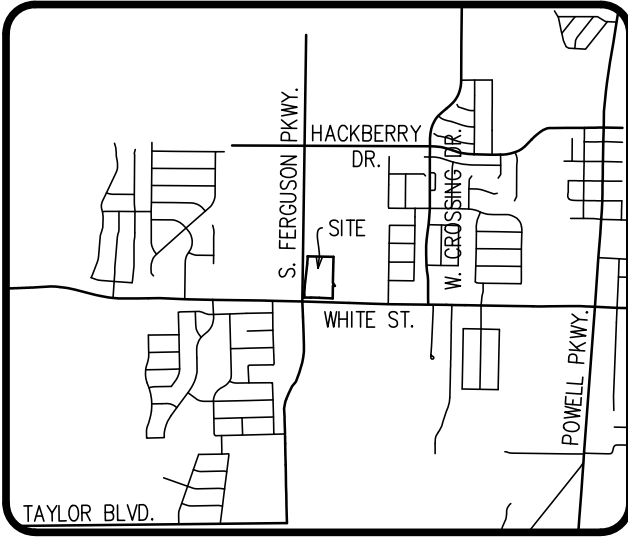
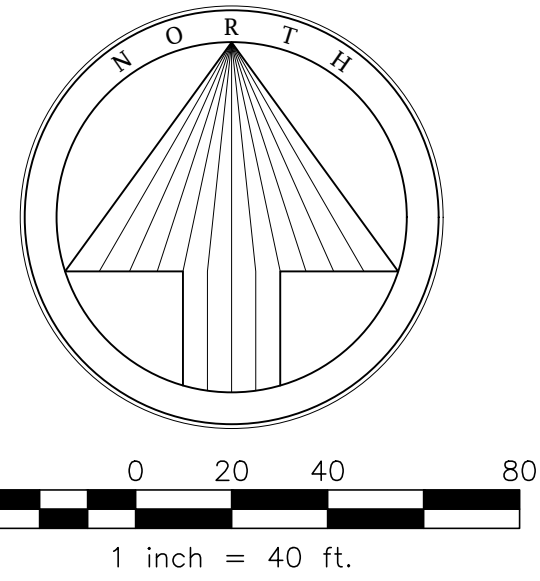
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

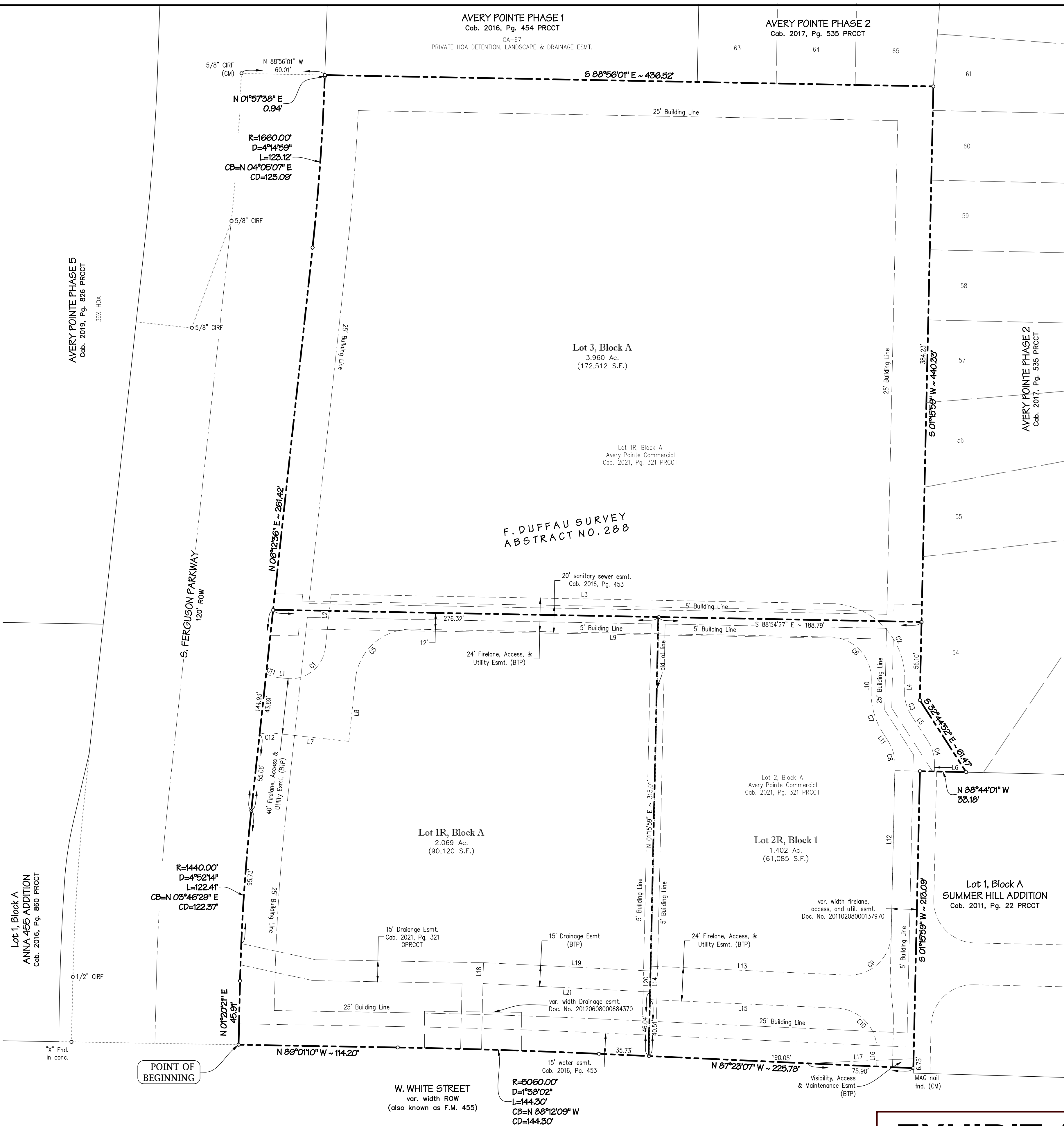
Mayor, Nate Pike



LOCATION MAP
NTS

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	39.27'	25.00'	90°00'00"	N 51°12'36" E	35.36'
C2	84.82'	54.00'	90°00'00"	S 43°56'01" E	76.37'
C3	17.71'	30.00'	33°48'51"	S 15°50'26" E	17.45'
C4	17.71'	30.00'	33°48'51"	S 15°50'27" E	17.45'
C5	59.41'	40.00'	85°05'38"	N 48°45'26" E	54.10'
C6	47.12'	30.00'	90°00'00"	S 43°56'01" E	42.43'
C7	31.87'	54.00'	33°48'51"	S 15°50'26" E	31.41'
C8	17.81'	30.00'	34°00'51"	S 15°44'27" E	17.55'
C9	47.83'	30.00'	91°20'54"	S 46°56'26" W	42.92'
C10	46.25'	30.00'	88°19'43"	S 43°13'16" E	41.80'
C11	9.66'	25.00'	22°08'25"	S 72°43'12" E	9.60'
C12	9.67'	25.00'	22°09'54"	S 85°07'39" W	9.61'

Line Table		
Line #	Bearing	Distance
L1	S 83°47'24" E	5.77'
L2	N 06°12'36" E	38.56'
L3	S 88°56'00" E	358.43'
L4	S 01°03'59" W	8.25'
L5	S 32°44'52" E	22.24'
L6	S 01°03'59" W	4.97'
L7	S 83°47'24" E	54.76'
L8	N 06°03'20" E	45.05'
L9	S 88°56'01" E	299.88'
L10	S 01°03'59" W	8.25'
L11	S 32°44'52" E	6.98'
L12	S 01°15'59" W	121.52'
L13	N 87°23'09" W	141.33'
L14	S 01°15'59" W	24.00'
L15	S 87°23'16" E	134.39'
L16	S 00°56'36" W	11.39'
L17	N 87°31'16" E	76.04'
L18	N 01°16'30" E	15.01'
L19	S 87°08'15" E	119.98'
L20	S 01°15'59" W	15.01'
L21	N 87°08'15" W	119.99'



- NOTES:
1. This replat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
 2. Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
 3. Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State plotting statutes and is subject to fines and withholding of utilities and building permits.
 4. The purpose of this replat is to subdivide the property and dedicate easements for development.

LEGEND	
o	1/2" IRON ROD WITH PLASTIC CAP STAMPED 'SPARSENG' SET, UNLESS OTHERWISE NOTED
IR	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
UTIL.	UTILITY
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
BL	BUILDING LINE
Ⓐ	BLOCK DESIGNATION
DRCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCT	PLAT RECORDS, COLLIN COUNTY, TEXAS

CERTIFICATE OF PLAT APPROVAL

APPROVED on this the _____ day of _____, 2021,
by the City Council, City of Anna, Texas.

Mayor _____

City Secretary _____

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

REPLAT

AVERY POINTE COMMERCIAL

LOTS 1R, 2R AND 3, BLOCK A
BEING A REPLAT OF LOT 1R & LOT 2, BLOCK A
AVERY POINTE COMMERCIAL
IN THE F. DUFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA, COLLIN COUNTY, TEXAS
EXISTING ZONING: PD-C

EXHIBIT A

OWNER / APPLICANT
Anna 455 Commercial, LLC
10950 Research Rd.
Frisco, Texas 75034
Telephone (214) 387-3993
Contact: Clint Richardson

OWNER / APPLICANT
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Telephone (405) 620-7223
Contact: Koty Foran

ENGINEER / SURVEYOR
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bord

Plotted by: DBland10 Print Date: 11/29/2021 10:08 AM

Drawing: C:\2021_JOBS\21-256 Browns Replat\3\DWG\DWG\21-256 Replat.dwg Saved By: DBland10 Save Time: 11/29/2021 10:08:22 AM

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Anna 455 Commercial, LP and Retail Buildings, Inc. are the owners of a tract of land situated in the F. Duffau Survey, Abstract No. 288, City of Anna, Collin County, Texas, being all of Lot 1R and Lot 2, Block A of Avery Pointe Commercial, an addition recorded in Cabinet 2021, Page 321 of the Plat Records, Collin County, Texas (PRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the intersection of the north line of White Street, a variable width public right-of-way (also known as Farm to Market Road 455) with the east line of Ferguson Parkway, a 120 foot right-of-way;

THENCE along the east line of Ferguson Parkway, the following:

N 01°20'21" E, 45.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 04°52'14", a radius of 1440.00 feet, a chord of N 03°46'29" E – 122.37 feet, an arc length of 122.41 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 06°12'36" E, 406.23 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the left having a central angle of 04°14'59", a radius of 1660.00 feet, a chord of N 04°05'07" E – 123.09 feet, an arc length of 123.12 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°57'38" E, 0.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southwest corner of Lot CA-67, Avery Pointe Phase 1, an addition recorded in Cabinet 2016, Page 454 PRCCT, and from which a 5/8" iron rod with plastic cap found for the northwest corner of the right-of-way dedication created by said Ferguson Parkway plat bears N 88°56'01" W, 60.01 feet;

THENCE S 88°56'01" E, along the south line of Lot CA-67, passing the southeast corner thereof and the upper southwest corner of Avery Pointe Phase 2, an addition recorded in Cabinet 2017, Page 535 PRCCT, and continuing along a south line thereof a total distance of 436.52 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 01°15'59" W, 440.33 feet along the lower west line of Avery Pointe Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 32°44'52" E, 61.47 feet continuing along the lower west line of Avery Pointe Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Lot 1, Block A, Summer Hill Addition, an addition recorded in Cabinet 2011, Page 22 PRCCT;

THENCE N 88°44'01" W, 33.18 feet along the north line of Lot 1 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner thereof;

THENCE S 01°15'59" W, 213.09 feet along the west line of Lot 1 to a MAG nail found on the north line of White Street;

THENCE along the north line of said right-of-way, the following:

N 87°23'07" W, 225.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

a tangent curve to the left having a central angle of 01°38'02", a radius of 5060.00 feet, a chord of N 88°12'09" W – 144.30 feet, an arc length of 144.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

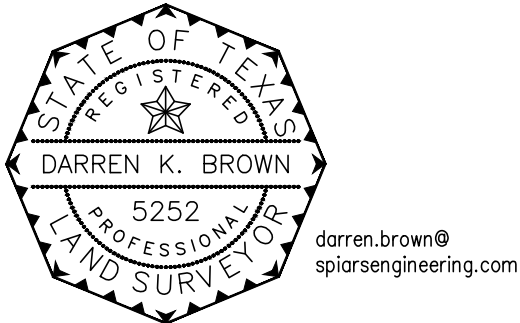
And N 89°01'10" W, 114.20 feet to the POINT OF BEGINNING with the subject tract containing 323,717 square feet or 7.432 acres of land.

SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Anna, Texas.

Dated this the ____ day of _____, 2021.

DARREN K. BROWN, R.P.L.S. NO. 5252



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 Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

OWNER'S CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, ANNA 455 COMMERCIAL, LP, and Retail Buildings, Inc., do hereby adopt this plat designating the hereinabove described property as AVERY POINTE COMMERCIAL, LOTS 1R, 2R AND 3, BLOCK A, an Addition to the City of Anna, and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

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

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

The area or areas shown on the plat as "VAM" (Visibility , Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

Witness our hands at Collin County, Texas, this ____ day of _____, 2021.

ANNA 455 COMMERCIAL, LP

Craig Curry, Managing Partner

RETAIL BUILDINGS, INC.

Elaine M. Braum, President

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 _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

BEFORE ME, the undersigned, a Notary Public in and for The State of Oklahoma, on this day personally appeared ELAINE M. BRAUM, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 the ____ day of _____, 2021.

Notary Public, State of Oklahoma

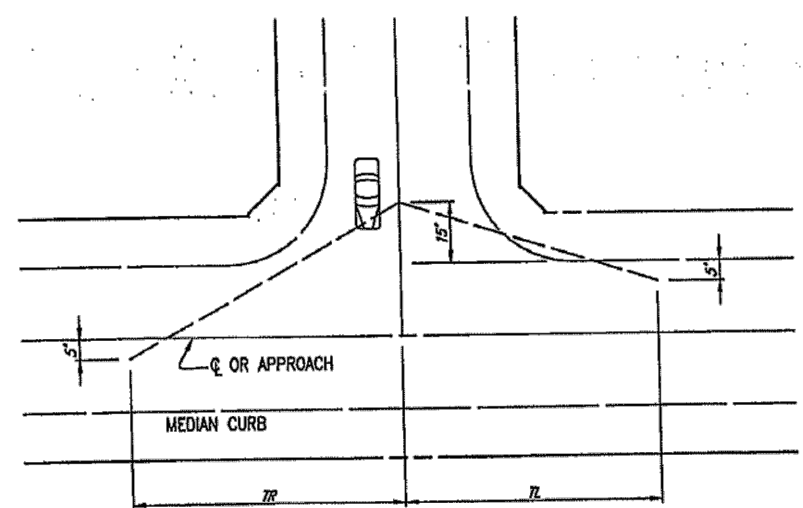


TABLE 9		
MINIMUM SIGHT DISTANCE FOR A CAR AT AN INTERSECTION		
MPH	I	
30	110 + 200=	310
35	130 + 250=	380
40	130 + 325=	475
45	165 + 400=	565
50	190 + 475=	665

(ASHOTO P138, BRAKE REACTION DISTANCE + STOPPING SITE DISTANCE)

EXHIBIT A

OWNER / APPLICANT
Anna 455 Commercial, LLC
10950 Research Rd.
Frisco, Texas 75034
Telephone (214) 387-3993
Contact: Clint Richardson

OWNER / APPLICANT
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Telephone (405) 620-7223
Contact: Koty Foran

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bond

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

REPLAT
AVERY POINTE COMMERCIAL
LOTS 1R, 2R AND 3, BLOCK A
BEING A REPLAT OF LOT 1R & LOT 2, BLOCK A
AVERY POINTE COMMERCIAL
IN THE F. DUFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA, COLLIN COUNTY, TEXAS
EXISTING ZONING: PD-C



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution updating the Buzz Center Addition, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Retail and restaurant on Lot 1 and vacant lot on 4.6± acres located on the east side of Powell Parkway (State Highway 5), 1080 feet south of W. White Street (FM 455).

The Final Plat received initial approval by City Council on April 13, 2021. During final civil review of the project site circulation and associated easements were significantly modified due to TXDOT and City of Anna engineering plan approval. Planning staff determined these changes were significant enough to require reapproval of the Final Plat.

Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Location Map
2. RESOLUTION - (Updated FP) Buzz Center Addition, Block A, Lots 1 and 2
3. Exhibit A (STAMPED)- (UPDATED FP) Buzz Center, BI A, Lt 1 & 2

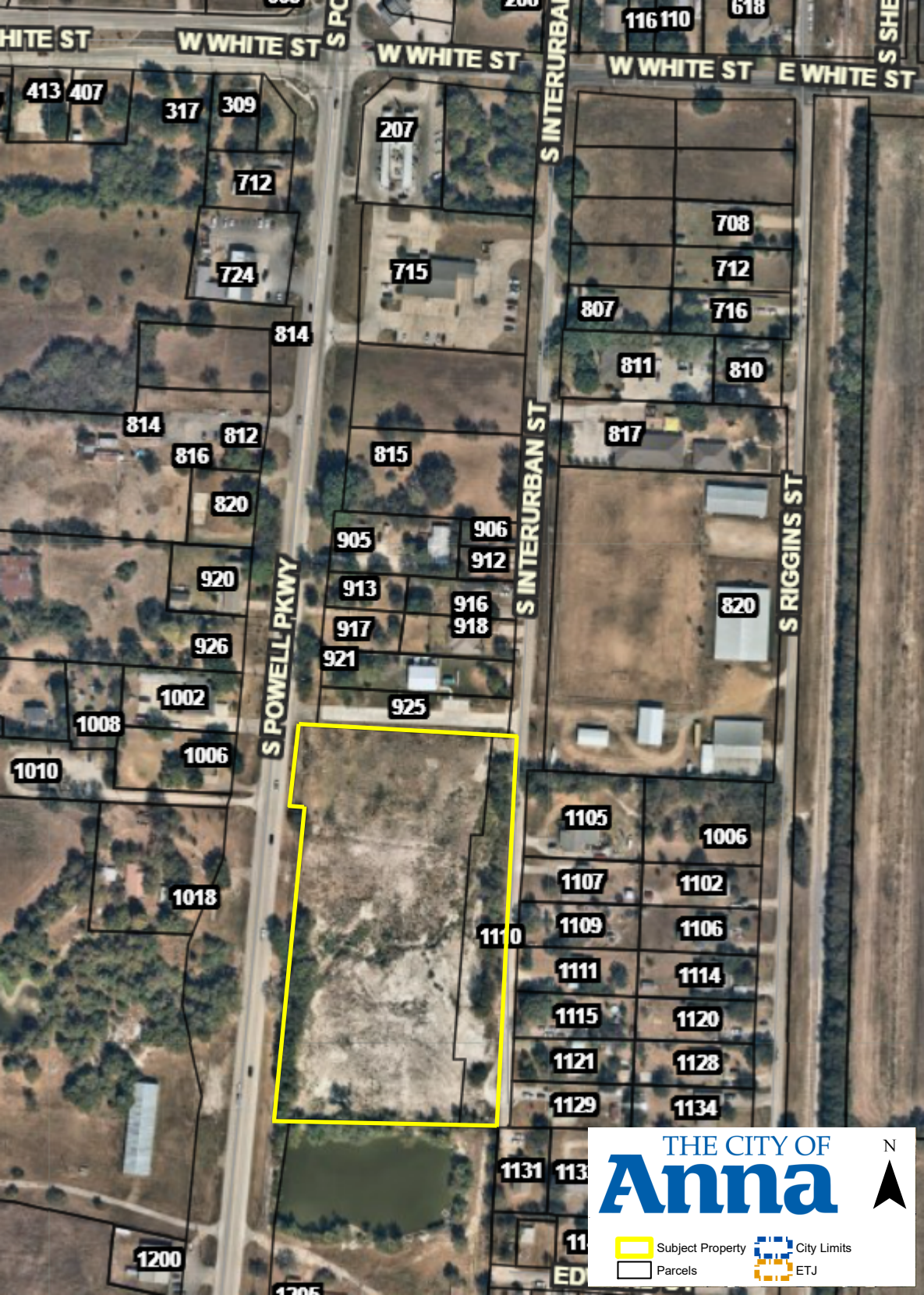
APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021

Jim Proce, City Manager

Final Approval - 12/10/2021



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 BUZZ CENTER ADDITION, BLOCK A, LOT 1 AND 2, UPDATED 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, Dr. Uma Chintapalli, has submitted an application for approval of an updated Final Plat of Buzz Center Addition, Block A, Lot 1 and 2;

WHEREAS, The updated Final Plat of Buzz Center Addition, Block A, Lot 1 and 2 generally conforms to the previously approved Final Plat and Preliminary Plat of Buzz Center Addition, Block A, Lot 1;

WHEREAS, The updated Final Plat of Buzz Center Addition, Block A, Lot 1 and 2 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 updated Final Plat of Buzz Center Addition, Block A, Lot 1 and 2 hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

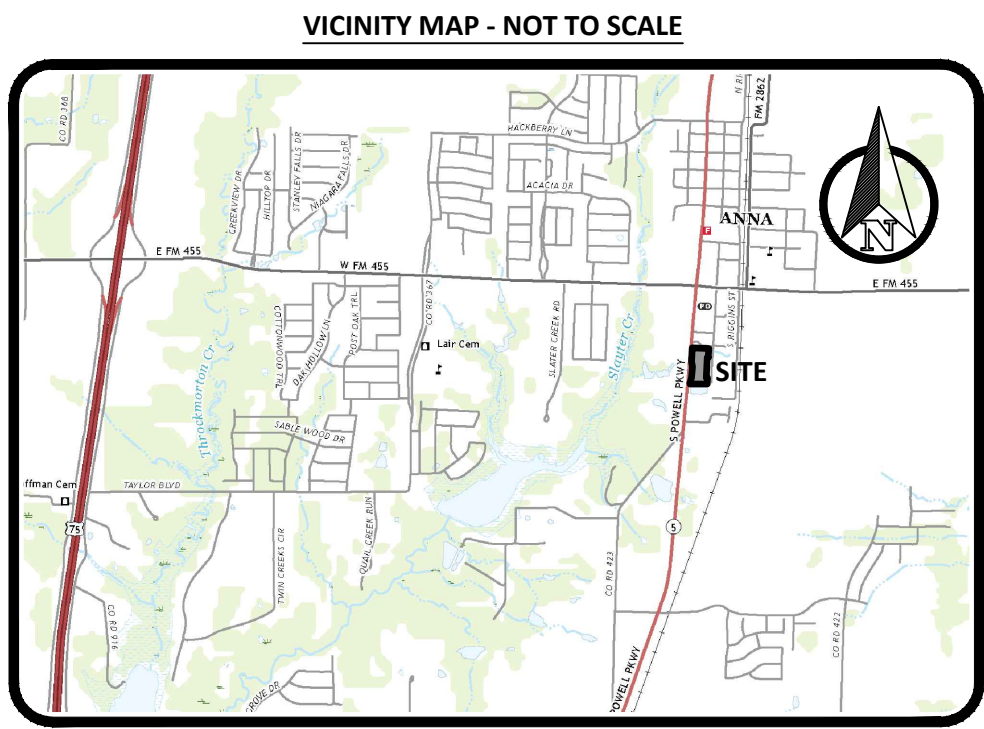
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



EDNA M. MCBROOM
ET AL.
DOC. # 2000030030010320
O.P.R.C.C.T.

LEGEND OF ABBREVIATIONS

- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

Curve Data Table

Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	15.88'	10.00'	090°59'12"	S42°59'36"E	14.26'
C2	85.75'	54.00'	090°59'12"	S42°59'36"E	77.02'
C3	43.78'	30.00'	083°37'14"	S45°41'23"E	40.00'
C4	47.12'	30.00'	090°00'00"	S47°30'00"W	42.43'
C5	48.02'	30.00'	091°42'17"	S43°21'09"E	43.05'
C6	46.23'	30.00'	088°17'43"	N46°38'51"E	41.79'
C7	13.65'	30.00'	026°03'52"	N10°31'56"W	13.53'
C8	24.57'	54.00'	026°03'52"	N10°31'56"W	24.35'
C9	47.12'	30.00'	090°00'00"	N42°30'00"W	42.43'
C10	44.79'	30.00'	085°32'26"	N49°43'46"E	40.74'
C11	47.64'	30.00'	090°59'12"	S42°59'36"E	42.79'
C12	47.12'	30.00'	090°00'00"	S47°30'00"W	42.43'
C13	47.12'	30.00'	090°00'00"	N42°30'00"W	42.43'
C14	46.61'	30.00'	089°00'48"	N47°00'24"E	42.06'
C15	47.12'	30.00'	090°00'00"	S42°30'00"E	42.43'
C16	46.23'	30.00'	088°17'43"	S46°38'51"W	41.79'
C17	48.02'	30.00'	091°42'17"	N43°21'09"W	43.05'
C18	24.57'	54.00'	026°03'52"	N10°31'56"W	24.35'
C19	13.65'	30.00'	026°03'52"	N10°31'56"W	13.53'
C20	47.12'	30.00'	090°00'00"	N47°30'00"E	42.43'
C21	26.38'	58.00'	026°03'52"	S10°31'56"E	26.16'
C22	11.83'	26.00'	026°03'52"	S10°31'56"E	11.73'

Line Data Table			Line Data Table			Line Data Table		
Line #	Distance	Bearing	Line #	Distance	Bearing	Line #	Distance	Bearing
L1	38.49'	N51°29'35"E	L34	26.74'	S73°59'09"W	L67	28.23'	N04°14'09"E
L2	19.33'	N45°42'00"E	L35	33.96'	N73°59'09"E	L68	20.67'	S68°50'19"E
L3	16.78'	S78°37'13"E	L36	8.50'	N87°30'00"W	L69	21.60'	S02°30'00"W
L4	32.64'	S87°05'35"E	L37	10.00'	N02°30'00"E	L70	19.50'	S87°30'00"E
L5	18.07'	S66°38'58"E	L38	8.50'	S87°30'00"E	L71	48.11'	S02°30'00"W
L6	25.21'	N42°05'33"E	L39	15.00'	S02°30'00"W	L72	31.90'	S23°33'52"E
L7	57.16'	N85°56'19"E	L40	69.62'	N87°30'00"W	L73	47.07'	S02°30'00"W
L8	47.09'	N43°29'45"E	L41	15.01'	N04°08'19"E	L74	41.23'	N87°08'50"W
L9	23.22'	N57°39'34"E	L42	35.59'	S87°30'00"E	L75	36.35'	N00°06'53"E
L10	20.67'	N18°50'46"E	L43	32.39'	N03°32'51"W	L76	19.32'	N15°39'40"W
L11	25.00'	N44°49'53"E	L44	32.12'	S03°32'51"W	L77	12.05'	N27°51'02"W
L12	24.27'	N18°54'12"E	L45	15.00'	S86°27'09"E	L78	8.09'	N19°08'10"W
L13	66.33'	N24°21'44"E	L46	32.12'	S03°32'51"W	L79	21.29'	N15°24'22"W
L14	0.33'	S02°30'00"W	L47	18.60'	S87°30'00"E	L80	10.41'	N04°05'46"E
L15	12.33'	S01°38'13"W	L48	10.00'	S02°30'00"W	L81	48.77'	N04°11'03"E
L16	2.88'	S87°30'00"E	L49	67.93'	N87°30'00"W	L82	8.47'	N03°35'40"E
L17	2.88'	N87°30'00"W	L50	4.42'	N86°59'30"W			
L18	1.98'	S89°12'17"E	L51	4.42'	N86°59'30"W			
L19	24.04'	N04°09'09"E	L52	4.26'	S86°59'30"E			
L20	31.90'	N23°33'52"W	L53	10.00'	S87°30'00"E			
L21	127.87'	N02°30'00"E	L54	10.00'	S02°30'00"W			
L22	29.04'	N87°30'00"W	L55	9.03'	N87°30'00"W			
L23	4.00'	N87°30'00"W	L56	10.94'	N88°15'40"W			
L24	63.54'	S87°30'00"E	L57	10.00'	N01°44'20"E			
L25	20.00'	S02°30'00"W	L58	4.30'	S88°15'40"E			
L26	63.45'	N87°30'00"W	L59	6.11'	N02°30'00"E			
L27	6.67'	S02°30'00"W	L60	31.90'	N23°33'52"W			
L28	10.00'	N87°30'00"W	L61	15.69'	N04°09'09"E			
L29	13.48'	N02°30'00"E	L62	67.95'	S68°50'19"E			
L30	46.49'	N47°30'00"E	L63	15.83'	S02°30'00"W			
L31	46.49'	S47°30'00"W	L64	68.43'	N68°50'19"W			

"PARCEL 151" STATE OF TEXAS DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY CSI: 0047-04-026
(DOCUMENT NOT YET RECORDED
AT TIME OF SURVEY)

PROPOSED VISIBILITY
EASEMENT BY OTHERS

72.0'

"PARCEL 146, PART 2" STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY CSI: 0047-04-026
(DOCUMENT NOT YET RECORDED
AT TIME OF SURVEY)

UTILITY EASEMENT TO CITY OF ANNA
DOC. NO. 2012011000030740, O.P.R.C.C.T.

POWELL PARKWAY
(S.H. NO. 5)
(EXISTING VARIABLE WIDTH R.O.W.)

"PARCEL 146, PART 1" STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY CSI: 0047-04-026
(DOCUMENT NOT YET RECORDED
AT TIME OF SURVEY)

CORNER IN TREE
(UNABLE TO SET)

VARIABLE WIDTH
DRAINAGE EASEMENT
BY THIS PLAT

10' WATER EASEMENT
BY THIS PLAT

5/8" REBAR "TXDOT"
(C.M.)

N04°09'09"E
19.50'

N89°11'29"W
24.80'

POINT OF
BEGINNING

UTILITY EASEMENT TO CITY OF ANNA
DOC. NO. 2012011000030770, O.P.R.C.C.T.

LANDSCAPE EASEMENT
VOL. 2016, PG. 442, P.R.C.C.T.

"PARCEL 145" STATE OF TEXAS DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY CSI: 0047-04-026
(DOCUMENT NOT YET RECORDED
AT TIME OF SURVEY)

LOT 1, BLOCK A
SCRIBNER ADDITION
VOL. 2016, PG. 442
P.R.C.C.T.

SANITARY SEWER EASEMENT TO CITY OF ANNA
DOC. NO. 2015082800108280, O.P.R.C.C.T.

LOT 2, BLOCK A
2.793 ACRES
121,659 SQUARE FEET

LOT 1, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 2, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 3, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 4, BLOCK A
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LOT 5, BLOCK A
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LOT 10, BLOCK A
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LOT 11, BLOCK A
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LOT 12, BLOCK A
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LOT 13, BLOCK A
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LOT 31, BLOCK A
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LOT 33, BLOCK A
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LOT 39, BLOCK A
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LOT 41, BLOCK A
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LOT 42, BLOCK A
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O.P.R.C.C.T.

LOT 43, BLOCK A
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LOT 51, BLOCK A
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LOT 62, BLOCK A
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LOT 63, BLOCK A
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O.P.R.C.C.T.

LOT 64, BLOCK A
ALTICE USE, INC.
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LOT 65, BLOCK A
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LOT 66, BLOCK A
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LOT 67, BLOCK A
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O.P.R.C.C.T.

LOT 68, BLOCK A
ALTICE USE, INC.
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O.P.R.C.C.T.

LOT 69, BLOCK A
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O.P.R.C.C.T.

LOT 70, BLOCK A
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LOT 71, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 72, BLOCK A
ALTICE USE, INC.
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O.P.R.C.C.T.

LOT 73, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 74, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 75, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 76, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 77, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 78, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.

LOT 79, BLOCK A
ALTICE USE, INC.
DOC. NO. 20181226001561580
O.P.R.C.C.T.



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution updating the Buzz Center Addition, Block A, Lots 1 & 2, Site Plan.
(Director of Development Services Ross Altobelli)

SUMMARY:

Retail and restaurant on one lot and vacant lot on 4.6± acres located on the east side of Powell Parkway (State Highway 5), 1080 feet south of W. White Street (FM 455).

The Site Plan received initial approval by City Council on April 13, 2021. During final civil review of the project the proposed site circulation and associated easements were significantly modified due to TXDOT and City of Anna engineering plan approval. Planning staff determined these changes were significant enough to require reapproval of the Site Plan.

Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Location Map
2. RESOLUTION - (Updated SP) Buzz Center Addition, Block A, Lot 1 and 2
3. Exhibit A (STAMPED) - (UPDATED SP) Buzz Center Addn, Bl A, Lt 1 & 2

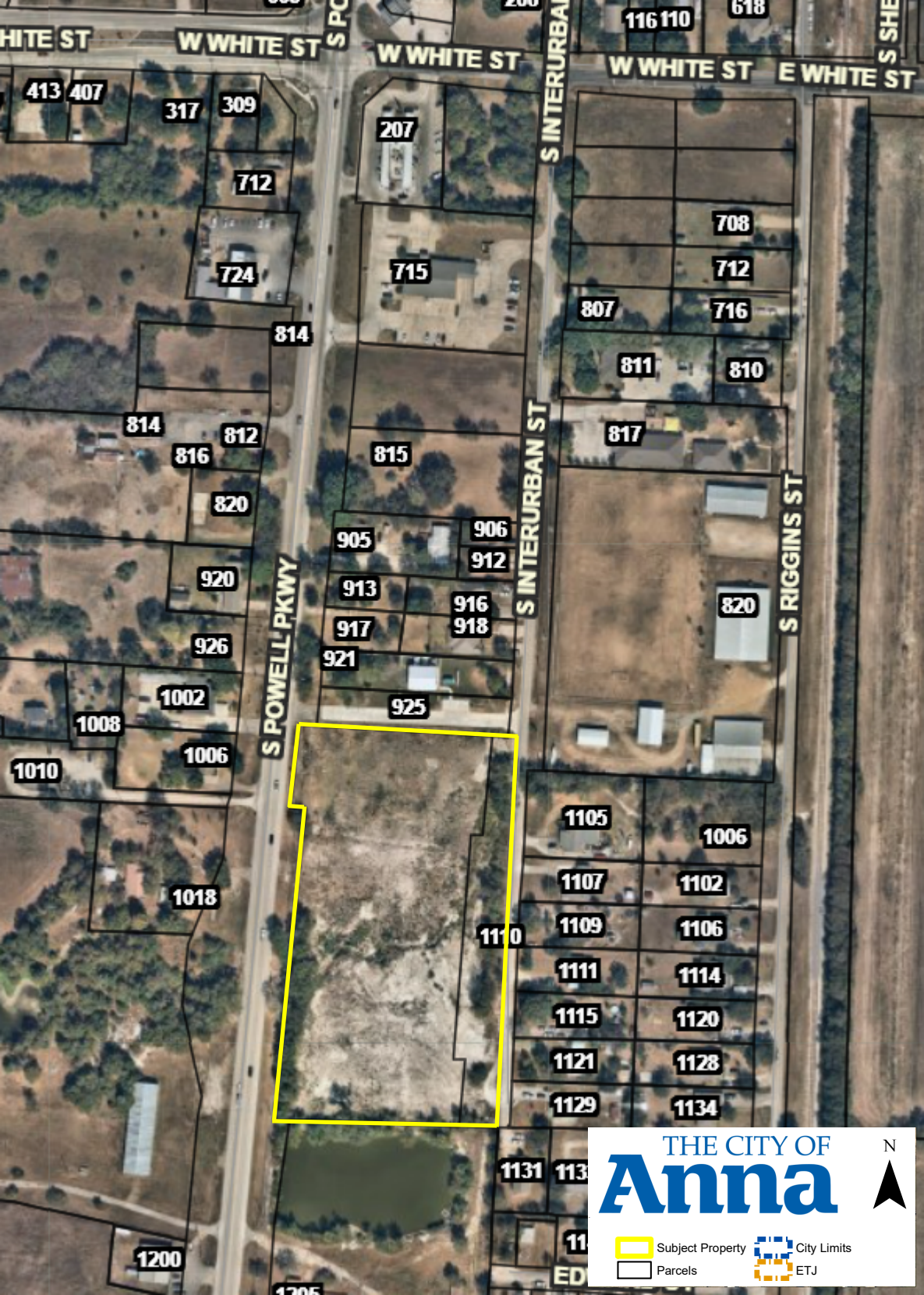
APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021

Jim Proce, City Manager

Final Approval - 12/10/2021



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 BUZZ CENTER ADDITION, BLOCK A, LOT 1 AND 2, UPDATED SITE PLAN.

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

WHEREAS, Dr. Uma Chintapalli, has submitted an application for approval for the updated Site Plan of Buzz Center Addition, Block A, Lot 1 and 2.

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 updated Site Plan of Buzz Center Addition, Block A, Lot 1 and 2 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 14th day of December, 2021.

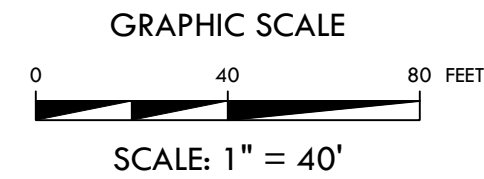
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

FILENAME: C3.0 SITE PLAN HIT19001.dwg
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- SITE PLAN NOTES:**
1. RESTAURANT WILL NOT OFFER A DRIVE-THRU AND WILL BE PROHIBITED FOR LOT 1.
 2. SIX-FOOT MASONRY SCREENING WALL, FOR DUMPSTER, TO MATCH SIX-FOOT SCREENING AT SOUTHERN BOUNDARY
 3. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED WITHIN VISIBILITY TRIANGLES.

- LAYOUT & DIMENSIONAL CONTROL NOTES:**
1. BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
 2. DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
 3. CURB RADI: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALL BE 3' AT FACE OF CURB.
 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

KE SITE PLAN KEY	
①	PROP. METER (DOMESTIC)
②	PROP. DCDC (FIRE SERVICE)
③	PROP. METER (IRRIGATION)

FLOODPLAIN NOTE:
 ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP
 NO. 48085C0160J DATED JUNE 6, 2009 PREPARED BY THE
 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR
 COLLIN COUNTY, TEXAS THIS PROPERTY IS WITHIN ZONE X.

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

LOT 1, BLOCK A	
EXISTING ZONING	C-1
LOT AREA (SF) (ACRES)	72,711 / 1.669
TOTAL BUILDING AREA (SF)	14,885
DOCTOR'S OFFICE (SF)	2,000
RESTAURANT (SF)	2,100
RETAIL (SF)	10,785
BUILDING HEIGHT	24'-0" (1 STORY)
BUILDING LOT COVERAGE (%) / FLOOR AREA RATIO	20.5% / 0.205:1

LOT 1, BLOCK A	
DOCTOR'S OFFICE PARKING REQUIREMENT	5 SPACE PER 1000 SF
RETAIL PARKING REQUIREMENT	4 SPACE PER 1000 SF
RESTAURANT PARKING REQUIREMENT	10 SPACE PER 1000 SF
PORTION OF BUILDING DOCTOR'S OFFICE	13.4% / 2,000 SF
PORTION OF BUILDING RETAIL	69.7% / 10,785 SF
PORTION OF BUILDING RESTAURANT	13.4% / 2,100 SF
DOCTOR'S OFFICE PARKING SPACES REQUIRED	10 SPACES
RETAIL PARKING SPACES REQUIRED	44 SPACES
RESTAURANT PARKING SPACES REQUIRED	21 SPACES
TOTAL PARKING SPACES REQUIRED	75 SPACES
TOTAL PARKING SPACES PROVIDED	75 SPACES
REQUIRED ADA PARKING	3 SPACES (1 VAN)
PROVIDED ADA PARKING	3 SPACES (1 VAN)

EXISTING ZONING	C-1
LOT AREA (SF) / (ACRES)	115,750 / 2.657
PROPOSED LAND USE	VACANT

UPDATED SITE PLAN
CITY PROJECT NO. SP20021-0002

BUZZ CENTER ADDITION

4.567 ACRES
LOT 1 & 2, BLOCK A
GRANDERSON STARK SURVEY
(ABS. NO. 798)

CITY OF ANNA, COLLIN COUNTY, TEXA
PREPARATION DATE: 11/22/2021

OWNER/APPLICANT

SWACCHA, LLC
4613 MEADOW RIDGE DR.

PLANO, TEXAS 75093
PH:(214)616-3764
CONTACT: DR. UMA CHINTAPA

ENGINEER
BIRKMAN ENGINEERING, LLC

5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: PATRICK FILSON, F

LANDSCAPE ARCHITECT

LONDON LANDSCAPES
P.O BOX 28

COLLINSVILLE, TEXAS 762
PH: (972)800-0676
CONTACT: AMY LONDON, R

SURVEYOR
BARTON GLADA SURVEYING

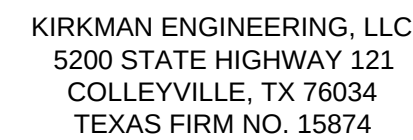
5200 STATE HIGHWAY 12
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, R



4613 MEADOW RIDGE DR.
PLANO, TEXAS 75093
(214)616-3764

ANNA BUZZ CENTER

LOT 1, BLOCK A
CITY OF ANNA
COLLIN COUNTY, TEXAS

[illegible]

JOB NUMBER: HIT19001

ISSUE DATE: 11/22/2021

SITE PLAN

SHEET:

C3.0



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

267 single-family residential lots and 5 common area lots on 65.3± acres located on the north side of Hackberry Drive, 1,300± feet west of Ferguson Parkway.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval.

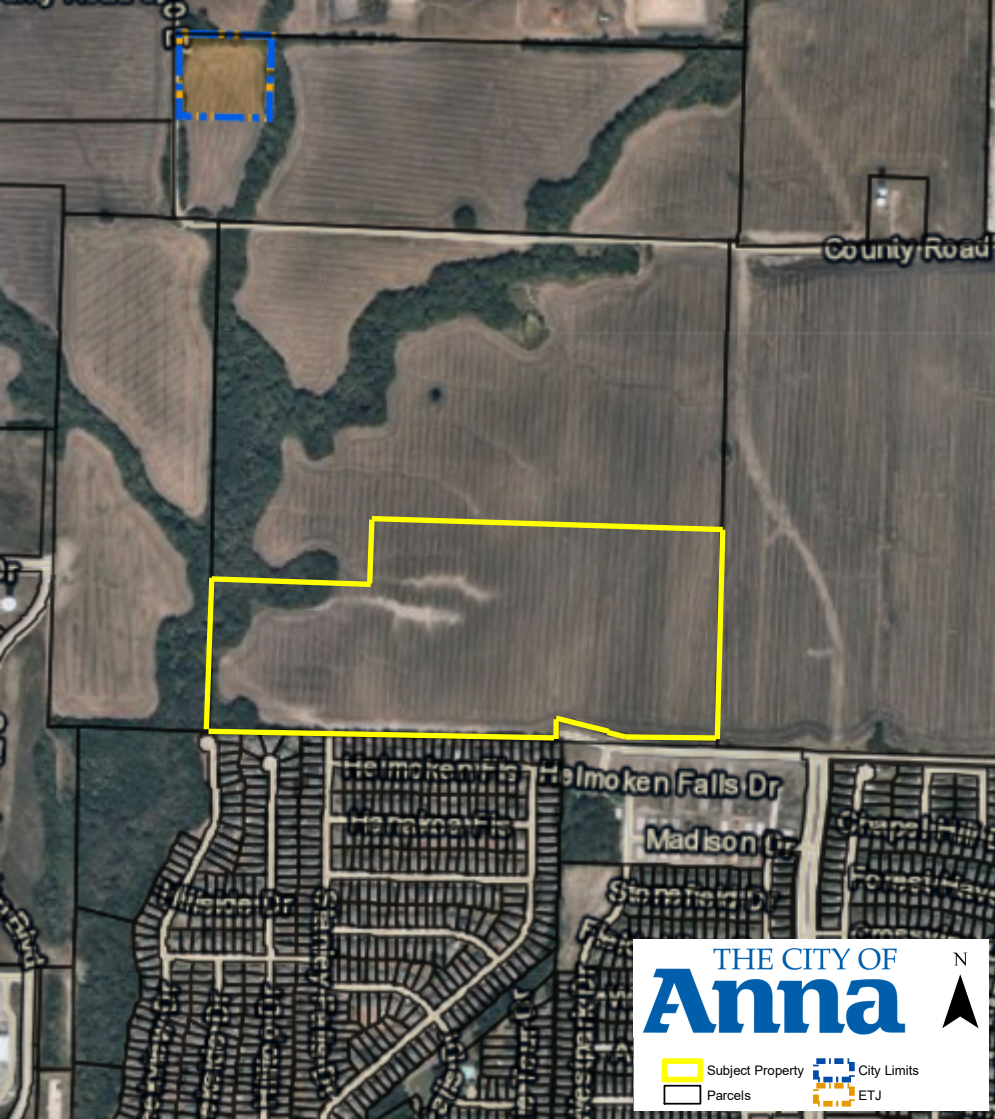
ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) Meadow Vista, PHASE 1
3. Exhibit A (STAMPED)- Meadow Vista Phase 1_Final Plat

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



County Road

Helmoken Falls Dr
Helmoken Falls Dr
Helmoken Falls Dr

Helmoken Falls Dr
Madison Dr
Saratoga Dr

Chapman Dr
Chapman Dr
Chapman Dr

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 MEADOW VISTA, PHASE 1, FINAL PLAT.

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

WHEREAS, Bloomfield Homes, LP has submitted an application for the approval of the Meadow Vista, Phase 1, Final Plat;

WHEREAS, the Meadow Vista, Phase 1, Final Plat generally conforms to the approved Meadow Vista, Phase 1, Preliminary Plat;

WHEREAS, the Meadow Vista, Phase 1, Final Plat conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Meadow Vista, Phase 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.

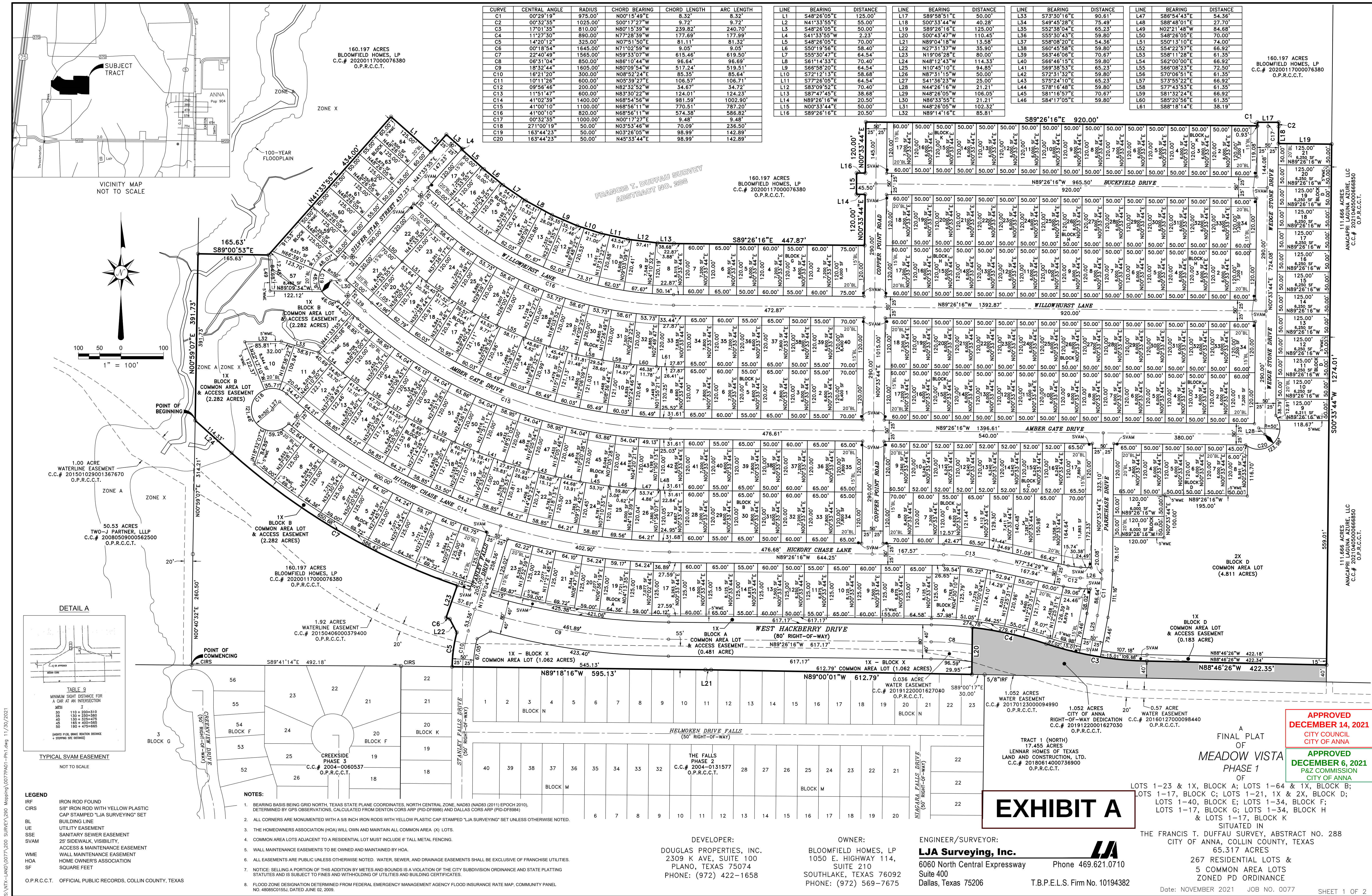
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



S:\NTX-LAND\G077A\G077A_200_SURVEY_290_Mapping\G077PA01-Pn1.dwg 11/30/2021

OWNERS CERTIFICATE

STATE OF TEXAS)
COUNTY OF COLLIN)

WHEREAS BLOOMFIELD HOMES, LP, IS THE SOLE OWNER OF A 85.016 ACRE TRACT OF LAND SITUATED IN THE FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288, CITY OF ANNA, COLLIN COUNTY, TEXAS AND BEING PART OF A 160.197 ACRE TRACT OF LAND CONVEYED TO BLOOMFIELD HOMES, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200117000076380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 65.016 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DENTON CORS ARP (PID-DF8886) AND DALLAS CORS ARP (PID-DF8884), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID 160.197 ACRE TRACT AND THE SOUTHEAST CORNER OF A 50.53 ACRE TRACT OF LAND CONVEYED TO TWO-J PARTNER, LLP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008050000662500, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF CREEKSIDE, PHASE 3, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-0006537, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID CREEKSIDE, PHASE 3 AND THE NORTHWEST CORNER OF THE FALLS, PHASE 2, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-0131577, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS BEARS SOUTH 89 DEGREES 41 MINUTES 14 SECONDS EAST, A DISTANCE OF 492.19 FEET;

THENCE, ALONG THE WEST LINE OF SAID 160.197 ACRE TRACT AND THE EAST LINE OF SAID 50.53 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 40 MINUTES 32 SECONDS EAST, A DISTANCE OF 280.50 FEET TO A POINT CORNER;

NORTH 00 DEGREES 59 MINUTES 07 SECONDS EAST, A DISTANCE OF 314.21 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 00 DEGREES 59 MINUTES 07 SECONDS EAST, CONTINUING ALONG SAID WEST LINE OF 160.197 ACRE TRACT AND SAID EAST LINE OF 50.53 ACRE TRACT, A DISTANCE OF 391.73 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 160.197 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 00 MINUTES 53 SECONDS EAST, A DISTANCE OF 165.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 41 DEGREES 33 MINUTES 55 SECONDS EAST, A DISTANCE OF 434.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 41 DEGREES 33 MINUTES 55 SECONDS EAST, A DISTANCE OF 55.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 33 MINUTES 55 SECONDS WEST, A DISTANCE OF 2.23 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 58.40 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 55 DEGREES 30 MINUTES 47 SECONDS EAST, A DISTANCE OF 64.54 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 61 DEGREES 14 MINUTES 33 SECONDS EAST, A DISTANCE OF 70.40 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 66 DEGREES 58 MINUTES 20 SECONDS EAST, A DISTANCE OF 64.54 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 72 DEGREES 12 MINUTES 13 SECONDS EAST, A DISTANCE OF 58.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 77 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 64.54 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 83 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.40 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 87 DEGREES 47 MINUTES 45 SECONDS EAST, A DISTANCE OF 38.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 447.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 20.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 20.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 920.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 19 SECONDS, A RADIUS OF 975.00 FEET AND A LONG CHORD THAT BEARS NORTH 00 DEGREES 15 MINUTES 49 SECONDS EAST, A DISTANCE OF 8.32 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 8.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 32 MINUTES 35 SECONDS, A RADIUS OF 1025.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 17 MINUTES 27 SECONDS WEST, A DISTANCE OF 9.72 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 9.72 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 33 MINUTES 44 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE EAST LINE OF SAID 160.197 ACRE TRACT AND THE WEST LINE OF A 111.666 ACRE TRACT OF LAND CONVEYED TO ANACAPRI LAGUNA AZURE, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210405000668650, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 33 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE OF 160.197 ACRE TRACT AND SAID WEST LINE OF 111.666 ACRE TRACT, A DISTANCE OF 1274.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 160.197 ACRE TRACT AND THE NORTHEAST CORNER OF A 1.052 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20191220001627030, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE SOUTH LINE OF SAID 160.197 ACRE TRACT AND THE NORTH LINE OF SAID 1.052 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 422.35 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 01 MINUTES 35 SECONDS, A RADIUS OF 810.00 FEET AND A LONG CHORD THAT BEARS NORTH 80 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 239.82 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 240.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 27 MINUTES 30 SECONDS, A RADIUS OF 890.00 FEET AND A LONG CHORD THAT BEARS NORTH 77 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 177.89 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 177.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 1.052 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE OF 160.197 AND THE WEST LINE OF SAID 1.052 ACRE TRACT, A DISTANCE OF 110.45 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID 1.052 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF AFORSAID THE FALLS, PHASE 2, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 89 DEGREES 00 MINUTES 01 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE, CONTINUING ALONG SAID SOUTH LINE OF 160.197 AND SAID NORTH LINE OF THE FALLS, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 612.79 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 13.58 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 585.13 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 12 SECONDS, A RADIUS OF 325.00 FEET AND A LONG CHORD THAT BEARS NORTH 07 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 81.11 FEET;

THENCE, OVER AND ACROSS SAID 160.197 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 81.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 27 DEGREES 31 MINUTES 37 SECONDS WEST, A DISTANCE OF 35.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 18 MINUTES 54 SECONDS, A RADIUS OF 1645.00 FEET AND A LONG CHORD THAT BEARS NORTH 71 DEGREES 02 MINUTES 59 SECONDS WEST, A DISTANCE OF 9.05 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 9.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 80.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 40 MINUTES 49 SECONDS, A RADIUS OF 1565.00 FEET AND A LONG CHORD THAT BEARS NORTH 59 DEGREES 33 MINUTES 07 SECONDS WEST, A DISTANCE OF 615.46 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 619.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 12 MINUTES 43 SECONDS WEST, A DISTANCE OF 114.33 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 65.016 ACRES, OR 2,832.097 SQUARE FEET OF LAND.

EASEMENT LANGUAGE

ACCESS EASEMENTS

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL, PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE, IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF ANNA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON, AND ACROSS SAID PREMISES

VAM EASEMENTS

THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY , ACCESS, AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS, AND MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER, AND FIXTURES, THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS, NO BUILDING, FENCE, SHRUB, TREE, OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT, AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS, SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANNA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEEES AND SUCCESSORS:

THE PORTION OF BLOCK 1, AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT" THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION, NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAFOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

FIRE LANE EASEMENT

THAT THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE (THEY) SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AND SHOWN HEREON, A HARD SURFACE AND THAT HE (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 CITY 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.

OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

THIS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF ANNA, TEXAS. WITNESS MY HAND THIS THE ____ DAY OF _____, A.D. 2021.

BLOOMFIELD HOMES, LP

BY: _____
TITLE: _____

STATE OF TEXAS)
COUNTY OF _____)

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
ID NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, MICHAEL J. BAITUP, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND THE SUPERVISION IN _____, 2021, AND THAT ALL CORNERS ARE AS SHOWN.

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

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

DATE: _____

STATE OF TEXAS)
COUNTY OF _____)

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
ID NUMBER: _____
MY COMMISSION EXPIRES: _____

MEADOW VISTA PHASE 1 SUMMARY TABLE

TOTAL SF 5.5 LOTS	189 LOTS	71%	
TOTAL SF 6.0 LOTS	78 LOTS	29%	
TOTAL LOTS FOR PHASE 1	267 LOTS	100%	4.11 UNITS/ACRE
TOTAL LOT AREA	1,840,689 SF	42.256 AC	267 LOTS
TOTAL OPEN SPACE AREA	384,131 SF	8.819 AC	5 LOTS
TOTAL RIGHT OF WAY AREA	607,277 SF	13.941 AC	
TOTAL PHASE AREA	2,832,097 SF	65.016 AC	
PERCENTAGE OF OPEN SPACE	13.56%		
MINIMUM DWELLING SIZE	1,450 SF		
MINIMUM LOT SIZE	5,500 SF		

CERTIFICATE OF APPROVAL

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

MAYOR
CITY OF ANNA, TEXAS

CITY SECRETARY
CITY OF ANNA, TEXAS

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

A
FINAL PLAT
OF
MEADOW VISTA
PHASE 1
OF
LOTS 1-23 & 1X, BLOCK A; LOTS 1-64 & 1X, BLOCK B;
LOTS 1-17, BLOCK C; LOTS 1-21, 1X & 2X, BLOCK D;
LOTS 1-40, BLOCK E; LOTS 1-34, BLOCK F;
LOTS 1-17, BLOCK G; LOTS 1-34, BLOCK H
& LOTS 1-17, BLOCK K
SITUATED IN
THE FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA, COLLIN COUNTY, TEXAS
65.317 ACRES
267 RESIDENTIAL LOTS &
5 COMMON AREA LOTS
ZONED PD ORDINANCE
Date: NOVEMBER 2021 JOB NO. 0077 SHEET 2 OF 2

EXHIBIT A

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

OWNER:
BLOOMFIELD HOMES, LP
1050 E. HIGHWAY 114,
SUITE 210
SOUTHLAKE, TEXAS 76092
PHONE: (972) 569-7675

ENGINEER/SURVEYOR:
LJA Surveying, Inc.
6060 North Central Expressway
Suite 400
Dallas, Texas 75206
Phone 469.621.0710
T.B.P.E.L.S. Firm No. 10194382

MEADOW VISTA - PHASE 1



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

Single-family residence on one lot on 19.7± acres located at the northwest corner of County Road 505 and Trails End Lane. Located within the Extraterritorial Jurisdiction (ETJ).

Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (DP) SENTER ESTATES DP BL A Lt 1
3. Exhibit A (STAMPED)- Senter Estates Development Plat

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



512

COUNTY ROAD 512

COUNTY ROAD 512 - COUNTY ROAD 512

COUNTY ROAD 505

COUNTY ROAD 505

TRAILS END LN - TRAILS END LN

TRAILS END LN

COUNTY ROAD 506

COUNTY ROAD 505

FOREST CREEK

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 SENTER ESTATES, BLOCK A, LOT 1, DEVELOPMENT PLAT

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

WHEREAS, Denise Senter & Brett Kilpatrick have submitted an application for the approval of the Senter Estates, 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 Senter Estates, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of December, 2021.

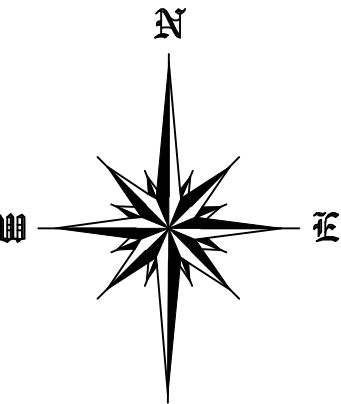
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



NORTH
SCALE 1" = 60'

LEGEND

- C.M. = CONTROLLING MONUMENT
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
CIRF = CAPPED 1/2" IRON ROD FOUND STAMPED (OWENS)
IRF = IRON ROD FOUND
□ = AC UNIT
⊙ = AEROBIC SPRINKLER
□ = FENCE POST
● = LATHE
■ = MAILBOX
⊙ = POWER POLE
◆ = SIGN
○ = SEPTIC CLEANOUT
⊙ = SEPTIC TANK LID
□ = TELEPHONE BOX

CALLLED 10.00 ACRES
JOHNNY DALE WHITE
C.C. NO. 2016025001444280
O.P.R.C.C.T.

CALLLED 10.00 ACRES
DIANNE RENEE BECKWITH
VOLUME 5156, PAGE 466
D.R.C.C.T.

CALLLED 10.469 ACRES
STEPHEN GLENN LINVILLE
C.C. NO. 92-0012649
O.P.R.C.C.T.

LEGAL DESCRIPTION

BEING a tract of land situated in the W.W. Roberts Survey, Abstract No. 785 of Collin County, Texas and being all of the called 9.771 acres tract of land as conveyed to Denise P. Senter and recorded in Volume 5990, Page 4421 of the Deed Records of Collin County, Texas, and also being all of a called 10.000 acre tract of land as conveyed to Denise P. Senter and recorded in Volume 5995, Page 7572 of the Deed Records of Collin County, Texas and being more particularly described in metes and bounds as follows:

BEGINNING in County Road 505 at a Mag Nail set for the northeast corner of the called 9.771 acres tract of land and said Mag Nail being the southeast corner of a called 10.000 acre tract of land as conveyed to Dianne Renee Beckwith and recorded in Volume 5156, Page 466 of the Deed Records of Collin County, Texas, and said Mag Nail being in the west line of a called 10.469 acre tract of land conveyed to Stephen Glenn Linnville in County Clerk Document No. 92-0012649 of the Official Public Records of Collin County, Texas;

THENCE S 00°23'57" W with County Road 505, a distance of 776.12' to a 1/2" Iron Rod found for the southeast corner of the called 10.000 acre Senter tract of land, and said iron rod being an ell corner of a called 10.000 acre tract of land as conveyed to Stephen Glenn Linnville in County Clerk Document No. 92-0012766 of the Official Public Records of Collin County, Texas;

THENCE S 89°44'58" W along the south line of the called 10.000 acre Senter tract of land a distance of 1103.43' to a 1/2" iron rod found for the southwest corner of the called 10.000 acre Senter tract of land and said iron rod also being the southeast corner of a called 101.585 acre tract of land as conveyed to the Chin J. Chang & Wanda Chang Family Limited Partnership and recorded in County Clerk NO. 20160510000568750 of the Official Public Records of Collin County, Texas;

THENCE N 00°06'44" E with the east line of the called 101.585 acre tract of land a distance of 391.78' to a 1/2" iron rod found for the northwest corner of the called 10.000 acre Senter tract of land and said iron rod being the southwest corner of the called 9.771 acre Senter tract of land;

THENCE N 00°07'14" E continuing along the east line of the called 101.585 acre tract of land a distance of 386.46' to a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of the called 9.771 acre Senter tract of land and said iron rod also being the southwest corner of a called 10.000 acre tract of land as conveyed to Johnny Dale White and recorded in County Clerk No. 2016025001444280 of the Official Public Records of Collin County, Texas;

THENCE N 89°51'39" E along the north line of the called 9.771 acre Senter tract of land a distance of 1107.25' to the POINT OF BEGINNING, and containing 859,027 Square Feet or 19.721 acres of land.

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

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



CERTIFICATE OF APPROVAL

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

(Mayor)

City Secretary

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

DEVELOPMENT PLAT
SENTER ESTATES
BLOCK A, LOT 1
BEING 19.721 ACRES OUT OF THE
W.W. ROBERTS SURVEY
ABSTRACT NO. 785
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNER
DENISE SENTER/BRETT KILPATRICK
11495 C.R. 505
ANNA, TEXAS 75409
(847) 373-5443

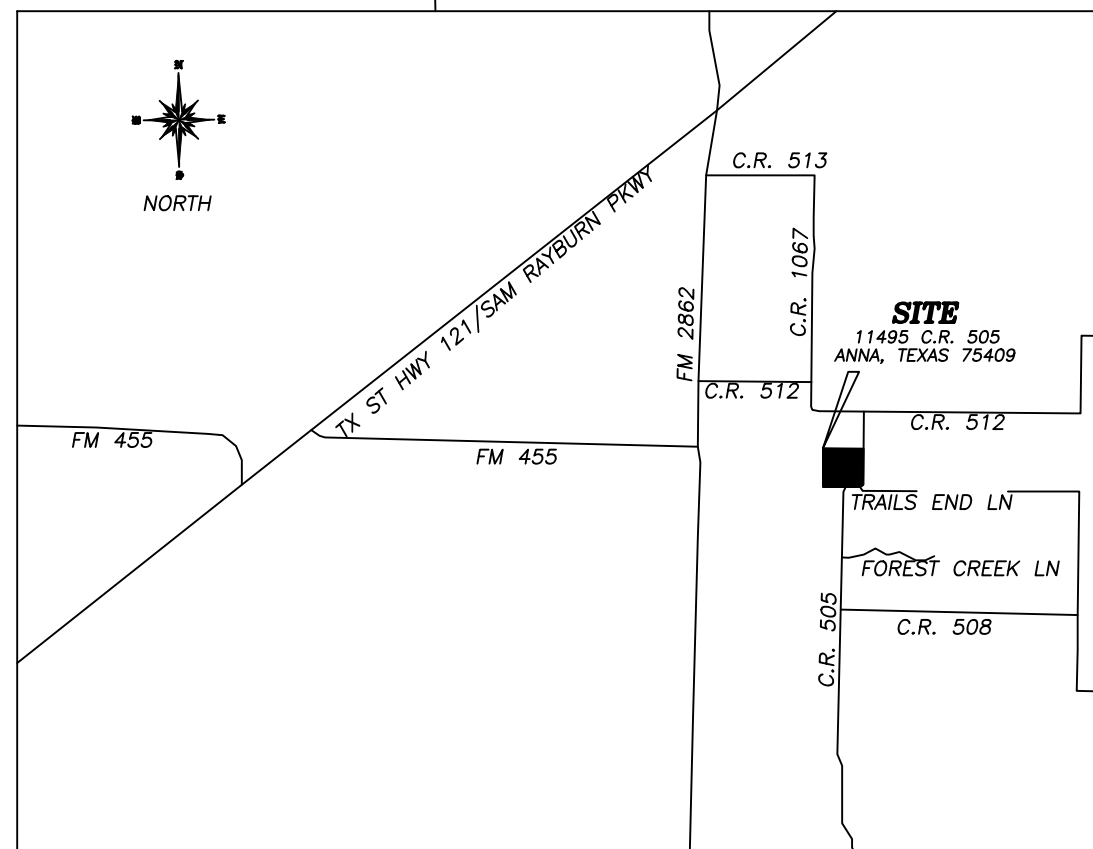
SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

GENERAL NOTES:

- The surveyor has not abstracted subject property.
- This survey is subject to all easements of record.
- Copyright 2021, Surdukan Surveying, Inc.
- The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
- The original copy will have original signatures, stamp seal and an impression seal.
- 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.
- Water service to this site is provided by Westminister Special Utility District.
- Sanitary Sewer will be provided by an approved onsite OSSF - permits through Collin County.
- Gas will be Liquid propane.
- Electric is provided by Grayson-Collin Electric Company.
- Solid waste will be provided through a private trash company.
- New residential and Commercial development will be required to adhere to the Collin County Floodplain Management Regulations. A flood study and subsequent FEMA map changes may be required for future development of this lot.

FLOOD NOTE

This property is designated to be within Zone X (unshaded) according to the Flood Insurance Rate Maps, Panel No. 48085C0180J, Map Revision June 2, 2009, as published by the Federal Emergency Management Agency and shown graphically on the survey.



VICINITY MAP
NOT TO SCALE

SCALE 1" = 60'

DATE: NOVEMBER 8, 2021

JOB No. 2021-74



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Advantage Self Storage Addition, Block A, Lot 3R, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Medical office on one lot on 0.6± acre located on the south side of W. White Street, 934± feet west of Oak Hollow Lane.

The purpose of the site plan is to show the proposed medical office development site improvements.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (SP) Advantage Self Storage Addition, Block A, Lot 3R
3. Exhibit A (STAMPED)- SITE PLAN Advantage Self Storage

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ADVANTAGE SELF STORAGE ADDITION, BLOCK A, LOT 3R, SITE PLAN.

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

WHEREAS, Anna Weston Holdings, LLC has submitted an application for the approval of the Advantage Self Storage Addition, Block A, Lot 3R, 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 Advantage Self Storage Addition, Block A, Lot 3R, Site Plan 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 14th day of December, 2021.

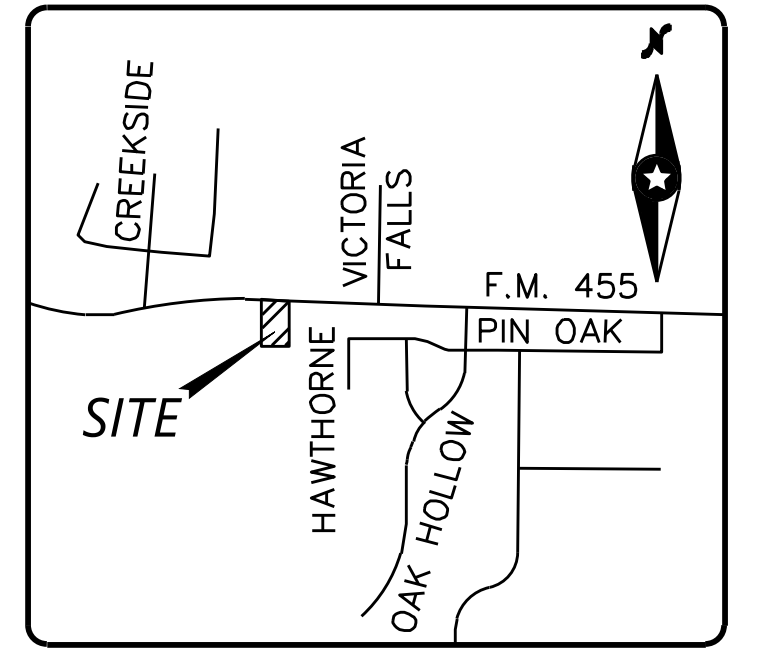
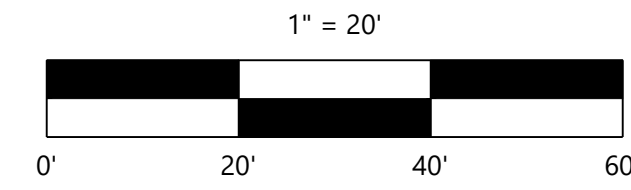
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

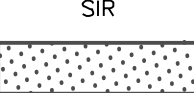
Mayor, Nate Pike

EXHIBIT A



VICINITY MAP
NOT TO SCALE

LEGEND

- | | |
|---|---|
| B _o | BOLLARD |
| EM Ⓢ | ELECTRIC METER |
| PP | POWER POLE |
| LS ⚡ | LIGHT STANDARD |
| WM Ⓢ | WATER METER |
| WV Ⓢ | WATER VALVE |
| ICV Ⓢ | IRRIGATION CONTROL VALVE |
| FD ⚡ | FIRE HYDRANT |
| FDC Ⓢ | FIRE DEPARTMENT CONNECTION |
| CO ₂ | CLEAN OUT |
| MAN Ⓢ | MANHOLE |
| MS Ⓢ | GAS METER |
| TSC □ | TRAFFIC SIGNAL CONTROL |
| TSP Ⓢ | TRAFFIC SIGNAL POLE |
| SIGN Ⓢ | TRAFFIC SIGN |
| TELE Ⓢ | TELEPHONE BOX |
| TV □ | TV BOX |
| FP | FLAG POLE |
| L.A. | LANDSCAPE AREA |
| — — — — — | PROPERTY LINE |
| — OHL — | O.H. POWER LINES |
| — U/G TELE — | U/G TELEPHONE LINES |
| — WATER — | U/G WATER LINE |
| — GAS — | U/G GAS LINE |
| — X — — X — | FENCE |
| (C.M.) | CONTROLLING MONUMENT |
| SIR | 5/8-INCH IRON ROD WITH
"POGUE ENG & DEV" CAP SET |
|  | EXISTING FIRE LANE |
| ⊕ | PARKING COUNT |
| R | RADIUS |
| FC | FACE OF CURB |
| BFR | BARRIER FREE RAMP |
| TYP. | TYPICAL |

NOTE:
ALL DIMENSIONS ARE FROM BACK OF CURB TO
BACK OF CURB UNLESS OTHERWISE NOTED.

ID	TYPE	SIZE	NO.	SAN. SEW.
1	DOM.	2"	1 PROP. IN EX. METER CAN	6"
2	IRR.	2"	1 PROP. IN EX. METER CAN	N.A.

SITE DATA SUMMARY TABLE	
ITEM	LOT 1, BLOCK A
GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD 367-2008 & 547-2011
LAND USE (FROM ZONING ORDINANCE)	OFFICE / MEDICAL OFFICE
LOT AREA (SQUARE FEET)	27,904
LOT AREA (ACRES)	0.6406
BUILDING FOOTPRINT AREA (SF) - EXISTING	0.0000
BUILDING FOOTPRINT AREA (SF) - PROPOSED	6,300
TOTAL BUILDING AREA (SF)	6,300
FLOOR AREA - OFFICE (MEDICAL/DENTAL/HEALTH)	6,300
BUILDING HEIGHT (#STORIES)	1
BUILDING HEIGHT (FT) DIST TO TALLEST ELEMENT)	30
LOT COVERAGE (%)	22.58%
FLOOR AREA RATIO (XXX:1)	0.23
PARKING TABULATION	
PARKING RATIO (MEDICAL) (1 SP/200 SF)	32
EXISTING PARKING PROVIDED	34
REGULAR SPACES	32
HANDICAPPED SPACES	2
PROPOSED PARKING	0
REGULAR SPACES	0
HANDICAPPED SPACES	0
TOTAL PARKING (EXISTING + PROPOSED)	34
REGULAR SPACES	32
HANDICAPPED ACCESSIBLE SPACES	2
REQUIRED ACCESSIBLE PARKING	2
LANDSCAPE AREA TABULATION	
SITE LIVING LANDSCAPE PROVIDED (10%) (SF)	2,790
SITE LIVING LANDSCAPE PROVIDED (SF)	7,505
IMPERVIOUS AREA TABULATION	73.10%
BUILDING FOOTPRINT AREA (SF)	6,300
OTHER IMPERVIOUS AREA (SF)	14,089
TOTAL IMPERVIOUS AREA (SF)	20,389

CAUTION !!!
EXISTING UTILITIES



APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

SITE PLAN

ADVANTAGE SELF STORAGE ADDITION

LOT 3R, BLOCK A

0.6406 ACRES

CITY OF ANNA, COLLIN COUNTY, TEXAS

PROJECT NUMBER: 0007930.01

SHEET NUMBER:

1.00

DATE: 11/05/2021

DESIGNED: _____

CHECKED: _____

DRAWN: _____

HORIZONTAL SCALE: _____ 20'

VERTICAL SCALE: _____ 4' or 2'

INITIAL ISSUE: 11/05/2021
REVISIONS:

PREPARED FOR:

ANNA DENTAL

2101 W WHITE STREET, SUITE 100
CITY OF ANNA, TX. 75409
PHONE: 972-924-2452

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR:
CONSTRUCTION OR
BIDDING PURPOSES.
Engineer: RYAN W. SAMUELSON PE
P.E. No.: 95877
Date: 11-10-2021

Westwood

ANNA DENTAL, PH 2

CITY OF ANNA, COLLIN COUNTY, TEXAS

Westwood

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

REGULAR SPACES
HANDICAPPED ACC

		REQUIRED ACCESSIBLE PARKING
		LANDSCAPE AREA TABULATION

SITE LIVING LANDSCAPE
SITE LIVING LANDSCAPE

IMPERVIOUS AREA TABULATION

21		BUILDING FOOTPRINT AREA (SF)
		OTHER IMPERVIOUS AREA (SF)

TOTAL IMPERVIOUS AREA (SF)



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

Vacant lot on 0.4± acre located on the north side of Eighth Street, 235± feet east of Easton Street.

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

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

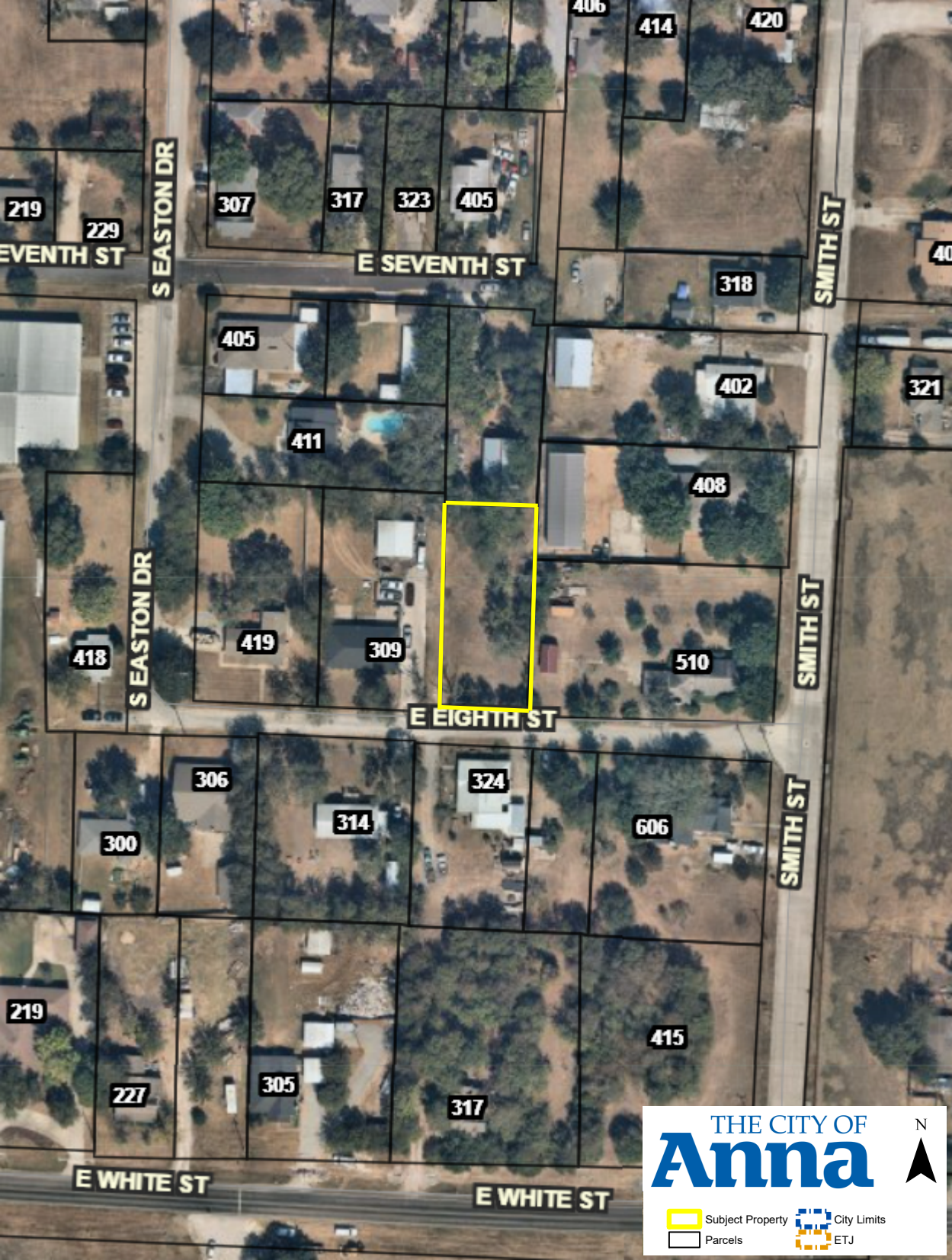
ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) CLEMENTINE ADDITION, BLOCK A, LOT 1
3. Exhibit A (STAMPED) - Clementine Addition Final Plat

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



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 CLEMENTINE 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, Scott Barnett has submitted an application for the approval of the Clementine Addition, Block A, Lot 1, Final Plat;

WHEREAS, The Clementine 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 Clementine 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 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

Single-family residence on one lot on 25.2± acres located on the west side of County Road 289, 379± feet south of County Road 1101.

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval.

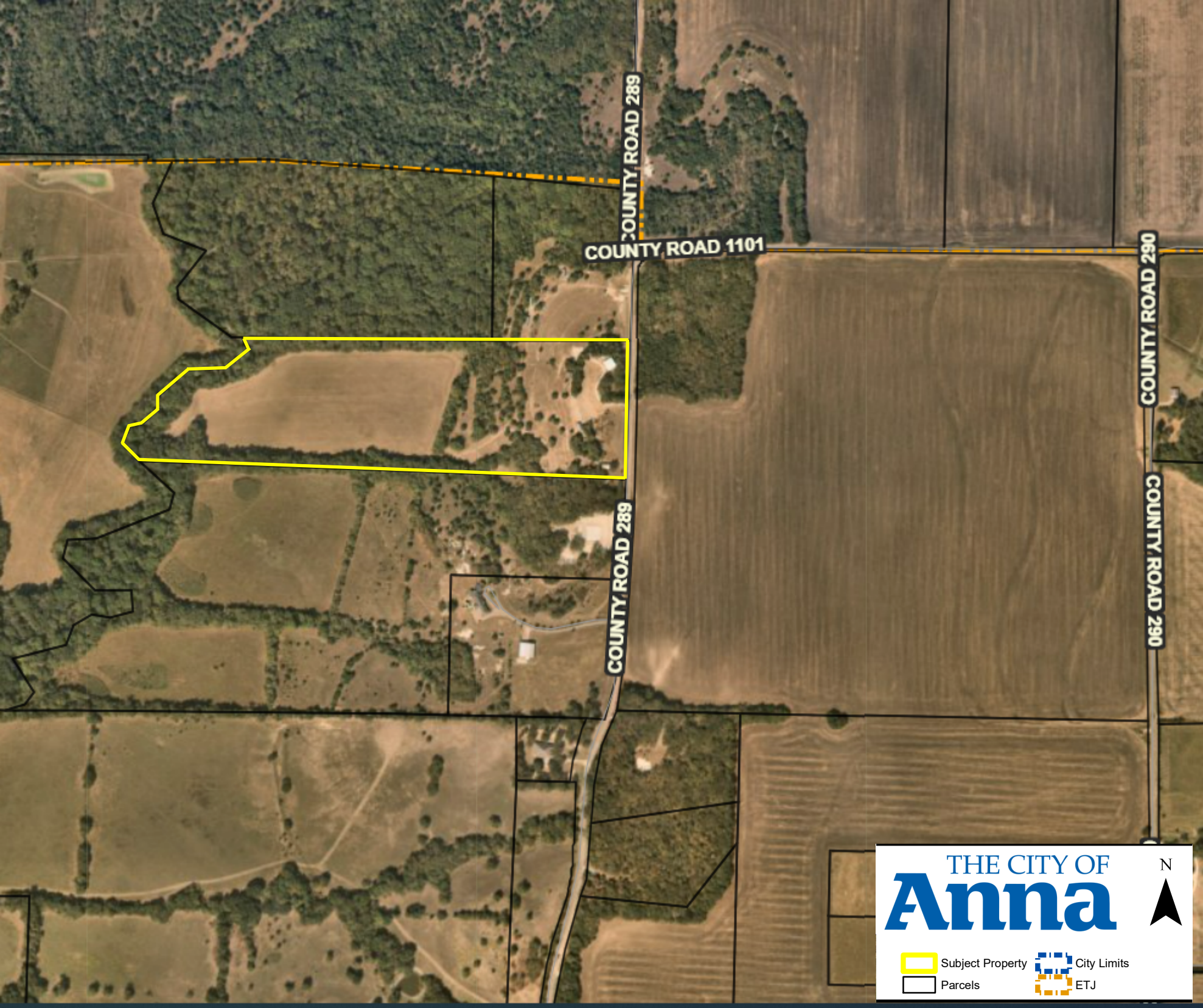
ATTACHMENTS:

1. Locator
2. RESOLUTION - (DP) DEER SPRINGS ESTATES DP BL A Lt 1
3. Exhibit A (STAMPED)- Deer Springs Development Plat

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



THE CITY OF
Anna

 City Limits
 ETJ

 Subject Property
 Parcels

N


CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, Shawn & Latricia Smith have submitted an application for the approval of the Deer Springs Estates, 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 Deer Springs Estates, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Parmore - Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on one lot on 9.9± acres located at the northeast corner of Finley Boulevard and Florence Way.

The purpose of the site plan is to show the proposed senior living development site improvements.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (SP) Parmore - Anna, Block A, Lot 1
3. Exhibit A (STAMPED)- (SP) Parmore - Anna, BL A, Lt 1

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



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 PARMORE - ANNA, BLOCK A, LOT 1, SITE PLAN.

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

WHEREAS, Anna Town Center Mixed Use, LLC, has submitted an application for approval for the Site Plan of Parmore - Anna, Block A, Lot 1.

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 Site Plan of Parmore - Anna, Block A, Lot 1 attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

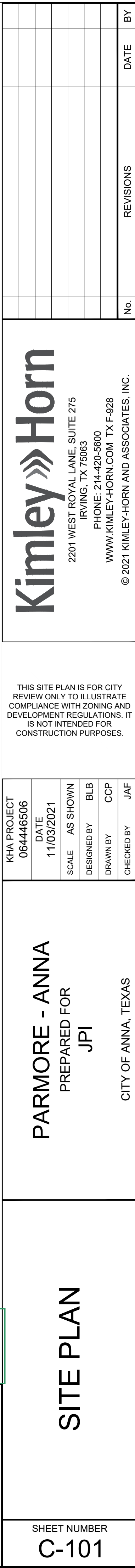
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike





Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Parmore - Anna, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on one lot on 9.9± acres located at the northeast corner of Finley Boulevard and Florence Way.

The purpose of the final plat is to dedicate easements necessary for the proposed senior living development.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) Parmore - Anna, Block A, Lot 1
3. Exhibit A (STAMPED)- (FP) Parmore - Anna, BL A, Lt 1

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING PARMORE - ANNA, 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 Town Center Mixed Use, LLC, has submitted an application for approval of a Final Plat of Parmore - Anna, Block A, Lot 1;

WHEREAS, The Final Plat of Parmore - Anna, Block A, Lot 1 generally conforms to the Preliminary Plat of Parmore - Anna, Block A, Lot 1;

WHEREAS, The Final Plat of Parmore - Anna, Block A, Lot 1 conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the final plat of Parmore - Anna, Block A, Lot 1 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 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna Elementary No. 3, Block 1, Lots 1R & 2, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Public school on two lots on 34.9± acres located on the west side of Leonard Avenue, 297± feet south of Sharp Street.

The purpose of the replat is to subdivide Lot 1 into two lots and dedicate easements necessary for the development of a middle school on Lot 2.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (RP) Anna Elementary No. 3, Block 1, Lots 1R & 2
3. Exhibit A (STAMPED)- Re-Plat of Lot 1 Anna Elementary No. 3

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA ELEMENTARY NO. 3, BLOCK 1, LOTS 1R & 2, REPLAT.

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

WHEREAS, Anna ISD, Brad Duncan has submitted an application for the approval of the Anna Elementary No. 3, Block 1, Lots 1R & 2, Replat.

WHEREAS, The Replat of Anna Elementary No. 3, Block 1, Lots 1R & 2 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 Replat

The City Council hereby approves the Anna Elementary No. 3, Block 1, Lots 1R & 2, Replat 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 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna Elementary No. 3, Block 1, Lots 1R & 2, Revised Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Public school on two lots on 34.9± acres located on the west side of Leonard Avenue, 297± feet south of Sharp Street.

The purpose of the revised site plan is to show the proposed middle school development site improvements.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (RSP) Anna Elementary No. 3, Block 1, Lots 1R & 2
3. Exhibit A (STAMPED) - SITE PLAN Anna Elementary No. 3

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA ELEMENTARY NO. 3, BLOCK 1, LOTS 1R & 2, REVISED SITE PLAN.

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

WHEREAS, Anna ISD, Brad Duncan has submitted an application for the approval of the Anna Elementary No. 3, Block 1, Lots 1R & 2, Revised 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 Revised Site Plan

The City Council hereby approves the Anna Elementary No. 3, Block 1, Lots 1R & 2, Revised Site Plan 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 14th day of December, 2021.

ATTEST:

APPROVED:

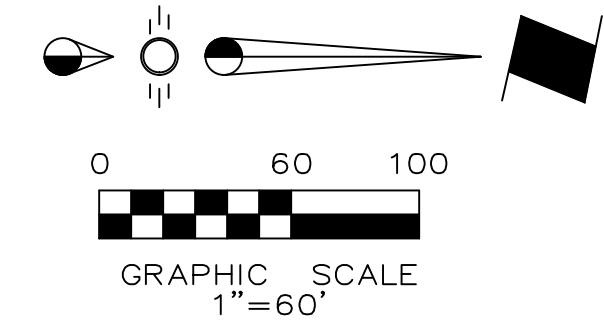
City Secretary, Carrie L. Land

Mayor, Nate Pike

Steve Warne
Called 20.164 Acres
Vol. 810, Pg. 425
No Zoning
Residential

Anna Crossing
Phase 1B
Cab. 2017, Pg. 570
Zoned PD-R
Residential

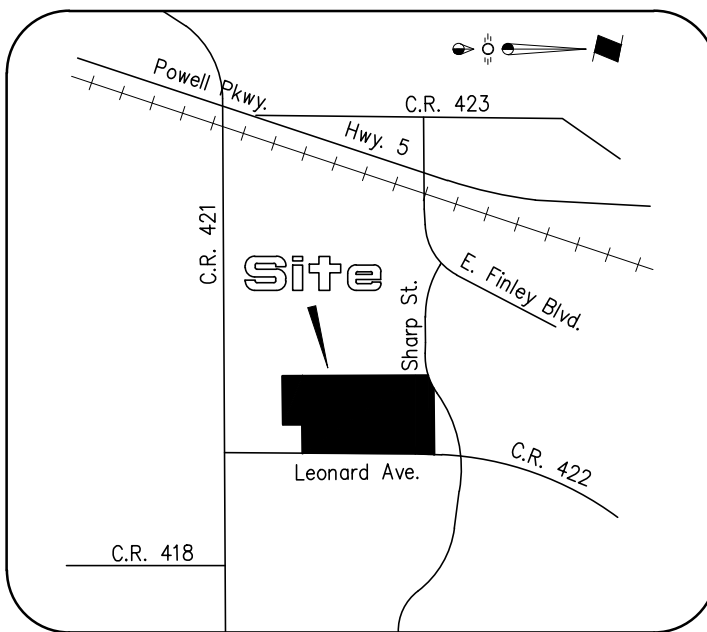
Anna Crossing
Phase 1A
Cab. 2015, Pg. 262
Zoned PD-R
Residential



Tex Properties Group, LLC
Called 16.376 Acres
Inst. No. 20190600999330
Zoned PD-R
Agricultural

Richard A. McNinimy And
Wife Catherine F. McNinimy
Called 2.89 Acres
Vol. 810, Pg. 425
No Zoning
Residential

Anna Crossing
Amenities Addition
Lot 1, Block 1
Cab. 2016, Pg. 782
Zoned PD-R
Residential



VICINITY MAP
NTS

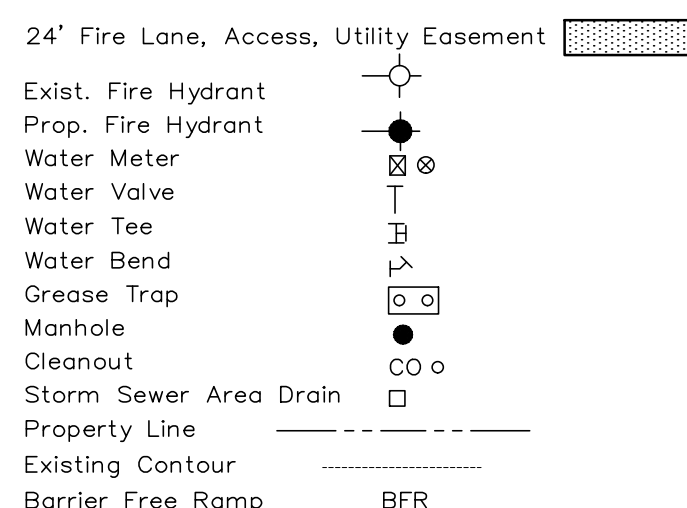
SITE DATA SUMMARY -- LOT 2, MIDDLE SCHOOL

Zoning	SF-E
Proposed Use	Middle School
Lot Area	21,908 Ac (954,320 SF)
Building Area	154,384 SF. (Total) 119,270 SF First Floor 35,114 SF Second Floor
Building Height:	2-Story (34'-8")
Lot Coverage	Tallest Building Element (34'-8") 12.5%
Parking Ratio	2.5 Spaces/Per Classroom
Total Classrooms	44
Required Parking	110 Spaces
Provided Parking	339 Spaces
Accessible Parking Required	8 Spaces
Accessible Parking Provided	17 Spaces
Required Internal Landscape Area (8 Square Feet Per Parking Space)	2,712 S.F.
Total Interior Landscape Area	5,972 S.F.
Provided	
Total Site Landscape Area	525,890 S.F.

Note: Handicap parking is provided in accordance with ADA standards.

Note:
No Apurtenance between the height of 2.5' and 10' may be placed
in the visibility triangles.

LEGEND



PURPOSE OF REVISED SITE PLAN:
Divide existing lot into 2 lots and show
development of proposed middle school.

Anna Ranch Phase 1
Called 68.004 Acres
(An Unrecorded Plat)
Zoned PD-R
Residential

Water Meter & Sewer Schedule				
I.D.	Type	Size	No.	Sewer
①	Domestic	6"	1	6"
②	Irrigation	2"	1	NA
③	Irrigation	2"	1	NA
④	Irrigation	2"	1	NA

EXHIBIT A

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

REVISED SITE PLAN ANNA ELEMENTARY No. 3

Lots 1R & 2, Block 1

34.890 Acres Situated In The
G. STARK SURVEY ~ ABST. 798
ANNA, COLLIN COUNTY, TEXAS

Owner

Anna Independent School District
Brad Duncan
Assistant Superintendent of Operations
501 South Sherley Avenue
Anna, Texas 75409
Telephone 972 924-1000

Engineer/Applicant

RLK Engineering, Inc.
Texas Registration No. 579
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

November 29, 2021
Project No. SP2021-xxxx



Item No. 6.p.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna Retail Addition, Block A, Lots 3, 4, & 5, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Restaurant on Lot 5, and two vacant lots on 29.7± acres located on the east side of S. Central Expressway, 574± feet south of W. White Street.

The purpose of the preliminary replat is to subdivide two existing vacant lots into three lots and propose easements necessary for the development of a restaurant on Lot 5.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (RP) Anna Retail Addition, Block A, Lots 3, 4, & 5
3. Exhibit A (STAMPED)- Anna Retail Replat

APPROVALS:

Salena Tittle, Planner II
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



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 ANNA RETAIL ADDITION, BLOCK A, LOTS 3, 4, & 5, REPLAT.

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

WHEREAS, Anna 31 Retail, LP has submitted an application for the approval of the Anna Retail Addition, Block A, Lots 3, 4, & 5, Replat.

WHEREAS, The Replat of Anna Retail Addition, Block A, Lots 3, 4, & 5 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 Replat

The City Council hereby approves the Anna Retail Addition, Block A, Lots 3, 4, & 5, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

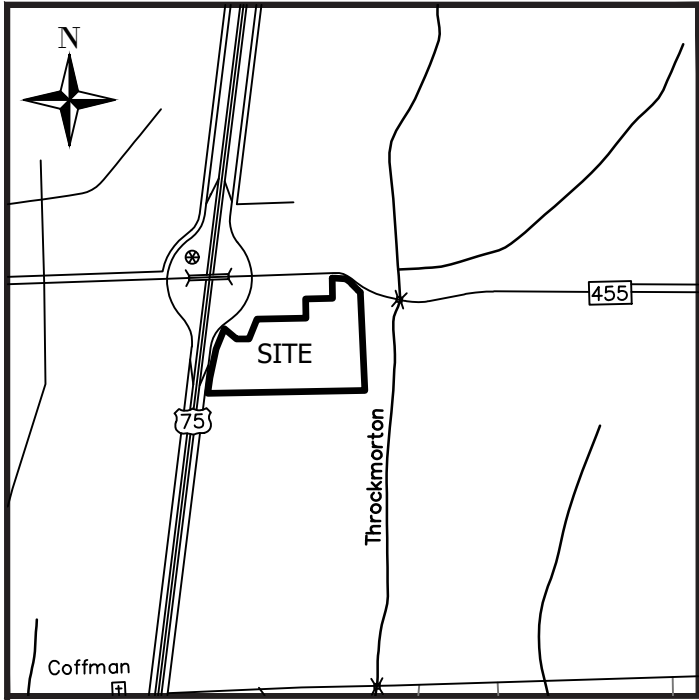
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



VICINITY MAP
NOT TO SCALE

1. Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.

2. Purpose of this replat is to subdivide the property into 3 lots and dedicate easements necessary for development.

3. 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.

4. Fire Lane Easements shall maintain 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 the Fire Department and emergency use.

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

6. No appurtenance between 2.5' and 10' may be placed in a Visibility, Access and Maintenance Easement.

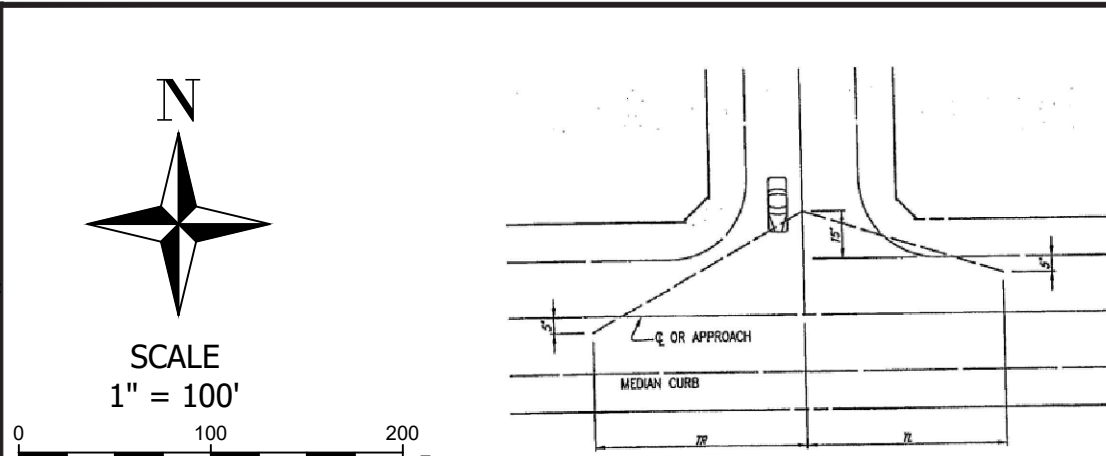
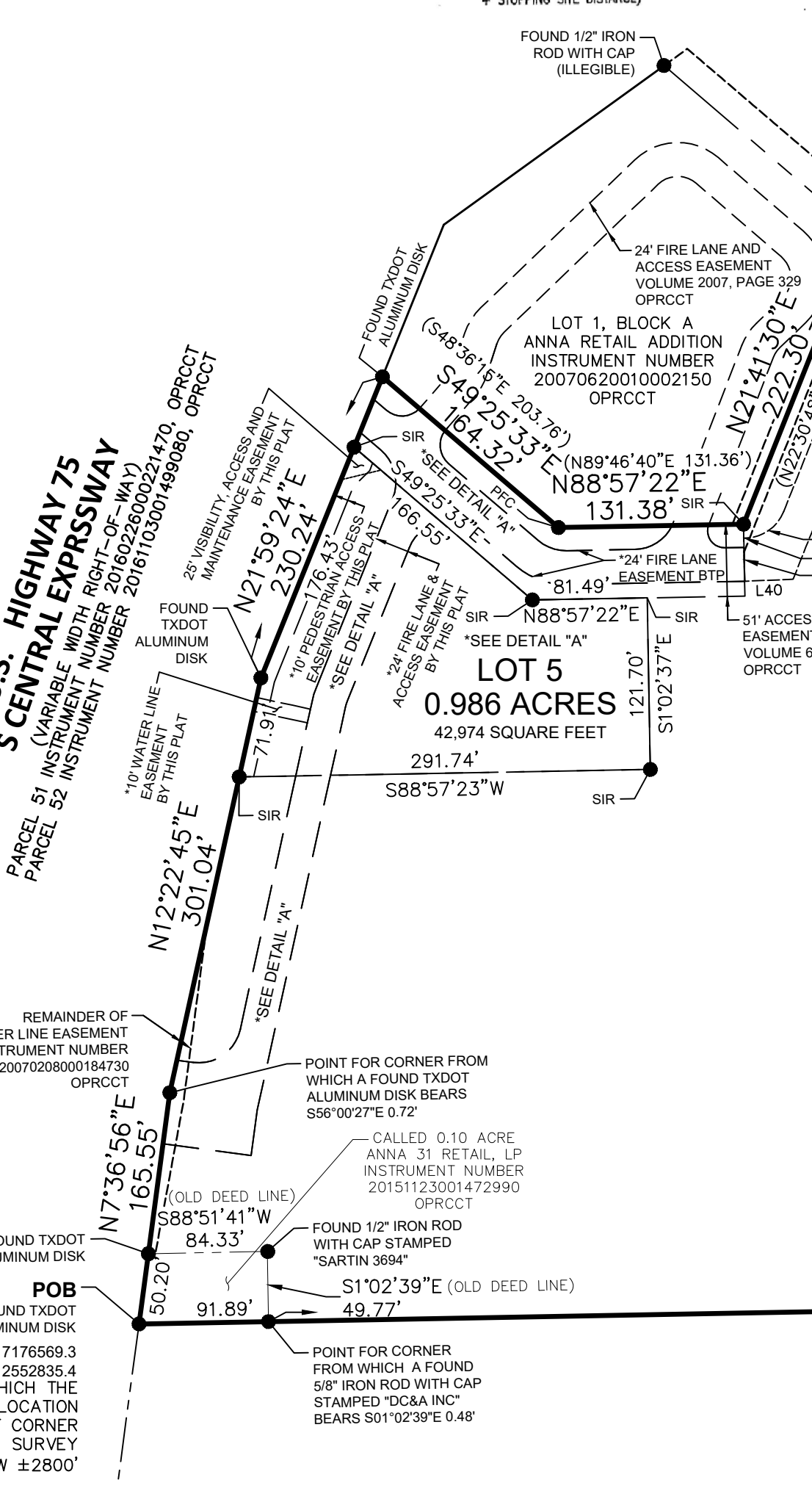


TABLE 9

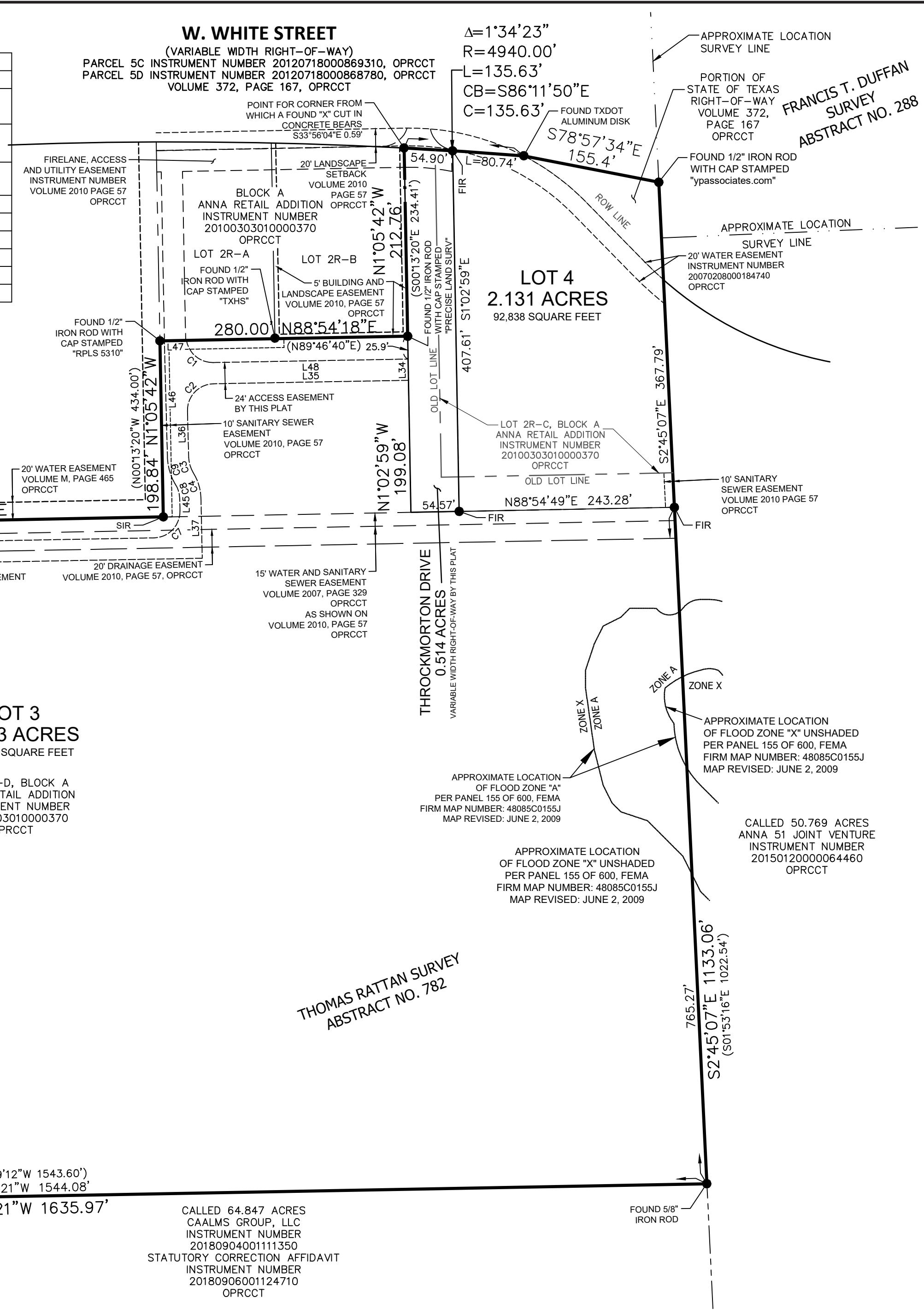
MINIMUM SIGHT DISTANCE FOR A CAR AT AN INTERSECTION

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

(NOTE: P136, BRAKE REACTION DISTANCE + STOPPING SITE DISTANCE)



LEGEND	
SYMBOL	DESCRIPTION
OPRCT	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
FIR	FOUND IRON ROD WITH CAP STAMPED "ypassociates.com"
SIR	SET IRON ROD WITH CAP STAMPED "ypassociates.com"
BL	BUILDING LINE
UE	UTILITY EASEMENT
BTP	BY THIS PLAT
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
()	RECORD CALL



STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, ANNA 31 RETAIL, LP, is the owner of a 29.654 acre tract of land located in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas, being a remainder of Lots 2R-C and 2R-D, Block A of the Anna Retail Addition, recorded in Instrument Number 20100303010000370 of the Official Public Records of Collin County, Texas, (OPRCT), and all of a called 0.10 acre tract described in the General Warranty Deed to Anna 31 Retail, LP, recorded in Instrument Number 20151123001472990, OPRCT, said 29.654 acre tract as determined from a survey by Kenneth Yazel, RPLS #182 on June 7, 2021 (ground distances are expressed in US survey feet using a projected combined scale factor of 1.000152710) and being more particularly described as follows:

BEGINNING at a found TXDOT Aluminum Disk having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 Grid Coordinates of Northing 7176569.3 and Easting 2552835.4, on the east right-of-way line of U.S. Highway 75 (Variable Width Right-of-Way) and at the southwest corner of a said 0.10 acre tract;

THENCE North 07 degrees 36 minutes 56 seconds East (Grid Bearings based on said Texas Coordinate System), with the west line of said 0.10 acre tract and the east right-of-way line of said Highway 75, passing a found TXDOT aluminum disk at the westernmost southwest corner of said Lot 2R-D at a distance of 50.20 feet, a total distance of 165.55 feet to a point for corner from which a found TXDOT aluminum disk bears South 56 degrees 00 minutes 27 seconds East a distance of 0.72 feet;

THENCE North 12 degrees 22 minutes 45 seconds East, continuing with the west line of said Lot 2R-D and the east right-of-way line of said Highway 75, a distance of 301.04 feet to a found TXDOT aluminum disk;

THENCE North 21 degrees 59 minutes 24 seconds East, continuing with the west line of said Lot 2R-D and the east right-of-way line of said Highway 75, a distance of 230.24 feet to a found TXDOT aluminum disk at the westernmost northwest corner of said Lot 2R-D and the westernmost southwest corner of Lot 1, Block A of the Anna Retail Addition, recorded in Instrument Number 20070620010002150, OPRCT;

THENCE South 49 degrees 25 minutes 33 seconds East, with the north line of said Lot 2R-D and the south line of said Lot 1, a distance of 164.32 feet to a point for corner;

THENCE North 88 degrees 57 minutes 22 seconds East, continuing with the north line of said Lot 2R-D and the south line of said Lot 1, a distance of 131.38 feet to a set 1/2" iron rod with cap stamped "ypassociates.com";

THENCE North 88 degrees 54 minutes 18 seconds East, continuing with the north line of said Lot 2R-D and the south line of said Lot 1, Block A, a distance of 510.43 feet to a set 1/2" iron rod with cap stamped "ypassociates.com";

THENCE North 01 degrees 05 minutes 42 seconds West, with the east line of said Lot 2R-D and the east line of said Lot 1, Block A, a distance of 198.84 feet to a found 1/2" iron rod with cap stamped "RPLS 5810" at the southwest corner of Lot 2R-A, Block A of said Anna Retail Addition;

THENCE North 88 degrees 54 minutes 18 seconds East, with the north line of said Lot 2R-D and the south line of said Lot 2R-A, passing a found 1/2" iron rod with cap stamped "TXHS" at a distance of 130.00 feet, a total distance of 280.00 feet to a found 1/2" iron rod with cap stamped "PRECISE LAND SURV" at the southeast corner of Lot 2R-B, Block A of said Anna Retail Addition;

THENCE North 01 degrees 05 minutes 42 seconds West, with the west line of said Lot 2R-D and the east line of said Lot 2R-B, a distance of 212.76 feet to a point for corner on the south right-of-way line of F.M. Highway 455 (Variable Width Right-of-Way) from which an "X" cut in concrete bears South 33 degrees 56 minutes 04 seconds East, a distance of 0.59 feet, at the beginning of a curve to the right having a radius of 4940.00 feet and a chord bearing South 86 degrees 11 minutes 50 seconds East, a distance of 135.63 feet;

Southeasterly along said curve through a central angle of 1 degrees 34 minutes 23 seconds an arc distance of 135.63 feet to a found TXDOT Aluminum Disk;

THENCE South 78 degrees 57 minutes 34 seconds East, a distance of 155.39 feet to a found 1/2" iron rod with cap stamped "ypassociates.com";

THENCE South 02 degrees 45 minutes 07 seconds East, a distance of 1133.06 feet to a found 5/8" iron rod at the southeast corner of said Lot 2R-D and the northeast corner of a called 66.560 acre tract conveyed to Cynthia H. Grossman in a Warranty Deed, recorded in Instrument Number 19900831000466490, OPRCT;

THENCE South 88 degrees 57 minutes 21 seconds West, with the south line of said Lot 2R-D and the north line of said 66.560 acre tract, passing a point for corner at the southeast corner of said 0.10 acre tract at a distance of 1544.08 feet from which a found 5/8" iron rod with cap stamped "DC&A INC" bears South 01 degrees 02 minutes 39 seconds East, a distance of 0.48 feet, to a found TXDOT Aluminum Disk at the southwest corner of said 0.10 acre tract, a total distance of 1635.97 feet to the POINT OF BEGINNING and containing 29.654 acres, or 1,291,745 square feet of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, ANNA 31 RETAIL, LP, acting herein by and through its duly authorized agent, David Claassen does hereby adopt this plat designating the hereinabove described property as **Lots 3, 4, & 5, Block A, Anna Retail 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 limited, 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 plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

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

ANNA 31 RETAIL, LP
By: _____
Name: David E. Claassen
Title: _____
STATE OF TEXAS
COUNTY OF _____

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **David E. Claassen**, 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 on this the _____ day of _____, 2021.

Notary Public

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

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

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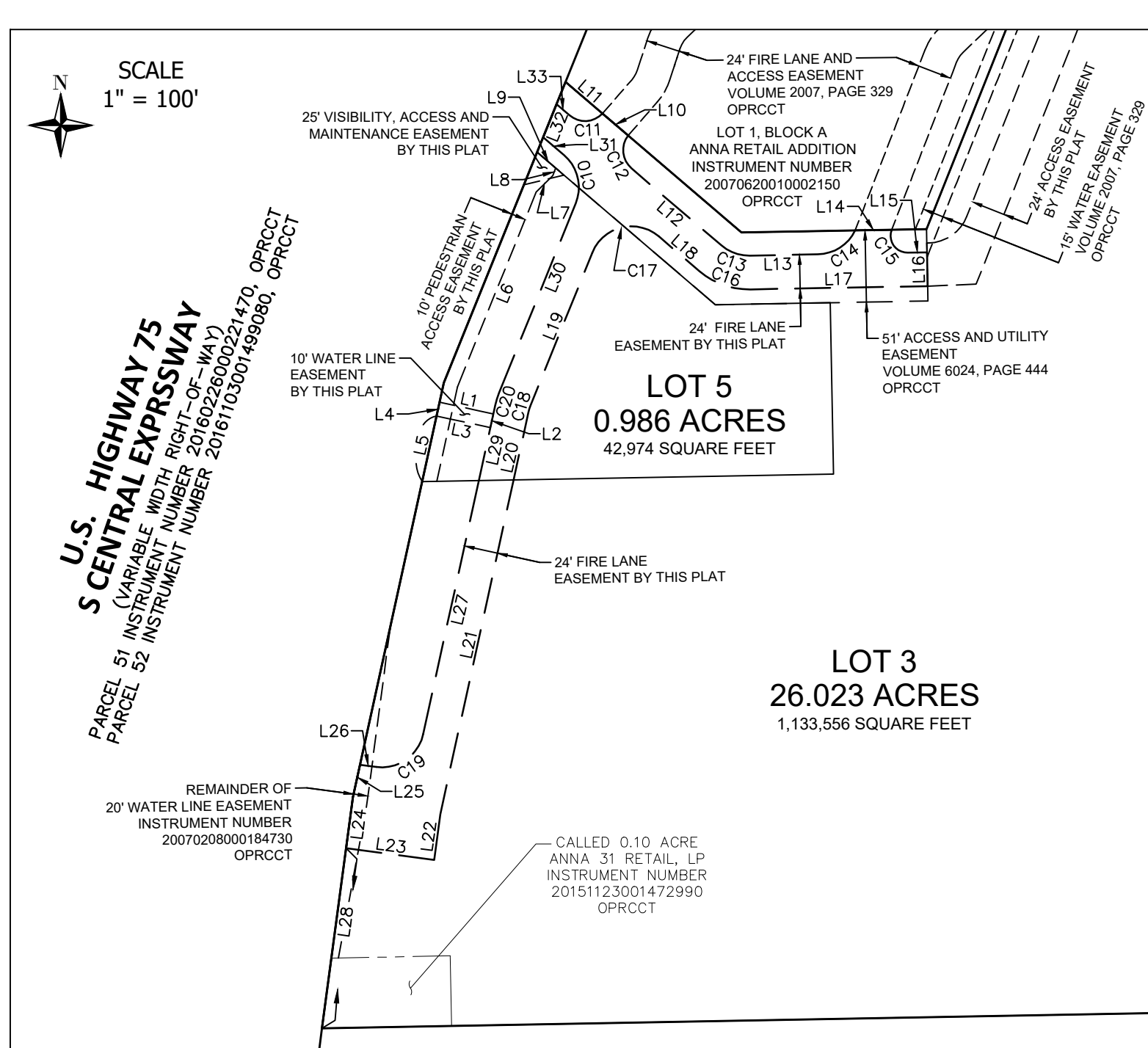
APPROVED THIS _____ DAY OF _____, 2021
BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

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BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

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BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

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



DETAIL "A"

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	81°22'46"	30.00'	42.61'	N50°19'10"W
C2	90°30'46"	30.00'	47.39'	N43°44'04"E
C3	25°24'03"	40.00'	17.73'	N16°17'19"W
C4	31°20'43"	55.00'	30.09'	N17°28'43"W
C5	67°12'51"	30.00'	35.19'	N55°20'59"E
C6	66°47'54"	30.00'	34.98'	S55°09'27"W
C7	90°13'50"	30.00'	47.24'	S43°50'30"W
C8	32°22'10"	31.00'	17.51'	S18°10'02"E
C9	26°48'49"	64.00'	29.95'	S16°33'44"E
C10	71°23'39"	30.00'	37.38'	S13°42'24"E
C11	87°14'21"	17.00'	25.88'	S86°58'36"W
C12	87°15'58"	17.00'	25.89'	N05°46'15"W
C13	41°39'11"	30.00'	21.81'	N70°13'49"W
C14	63°11'08"	30.00'	33.08'	S67°21'01"W
C15	111°51'06"	12.00'	23.43'	N35°07'49"W
C16	41°39'11"	54.00'	39.26'	S70°13'49"E
C17	108°36'21"	30.00'	56.87'	N76°17'36"E
C18	9°37'43"	30.00'	5.04'	N17°10'34"E
C19	85°15'13"	30.00'	44.64'	S54°59'19"W
C20	9°37'43"	54.00'	9.07'	S17°10'34"W

LINE TABLE	
NO.	BEARING
L1	S77°49'13"E
L2	S12°10'47"W
L3	N77°49'13"W
L4	N12°22'45"E
L5	S12°22'45"W
L6	S21°59'24"W
L7	S45°00'00"W
L8	S21°59'24"W
L9	S49°25'33"E
L10	N49°25'22"W
L11	S49°25'22"E
L12	N49°24'14"W
L13	S88°56'36"W
L14	S88°56'36"W
L15	S88°56'36"W
L16	S01°03'24"E
L17	N88°56'36"E
L18	S49°24'14"E
L19	N21°59'25"E
L20	N12°21'43"E
L21	N12°21'43"E
L22	N07°36'56"E
L23	S82°23'04"E
L24	S07°36'56"W
L25	S12°22'45"W

LINE TABLE	
NO.	BEARING
L26	N82°23'04"W
L27	S12°21'43"W
L28	N07°36'56"E
L29	S12°21'43"W
L30	S21°59'25"W
L31	S49°24'14"E
L32	S21°59'24"W
L33	N49°24'14"W
L34	N01°06'42"W
L35	N88°59'27"E
L36	N01°31'19"W
L37	N01°16'25"W
L38	N88°57'25"E
L39	N21°44'34"E
L40	N87°39'16"E
L41	S01°03'24"E
L42	S88°33'24"W
L43	S21°45'30"W
L44	S88°54'18"W
L45	S01°16'25"E
L46	S01°31'19"E
L47	S88°54'18"W
L48	S88°59'27"W

EXHIBIT A

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

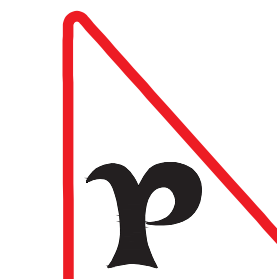
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

FINAL REPLAT
LOTS 3, 4, AND 5, BLOCK A
ANNA RETAIL ADDITION
29.654 ACRES

SITUATED IN THE THOMAS RATTAN SURVEY
ABSTRACT NUMBER 782

CITY OF ANNA
COLLIN COUNTY, TEXAS

PREPARED AUGUST 2021



YAZEL PEEBLES & ASSOCIATES LLC
P.O. Box 210097
Bedford, TX 76095
817.268.3316
ypassociates.com
18PRLS 1019.0022



Item No. 6.q.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

Self-storage on one lot on 25.0± acres located on the west side of State Highway 121, 1,370± feet south of County Road 526. Zoned: Extraterritorial Jurisdiction (ETJ).

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (FP) ANNA STORAGE ADDITION, BLOCK A, LOT 1
3. Exhibit A (FP) Anna Storage Addn BL A, Lt 1 stamped

APPROVALS:

Salena Tittle, Planner II
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



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 ANNA STORAGE 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, Cody Neef has submitted an application for the approval of the Anna Storage 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 Storage 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 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

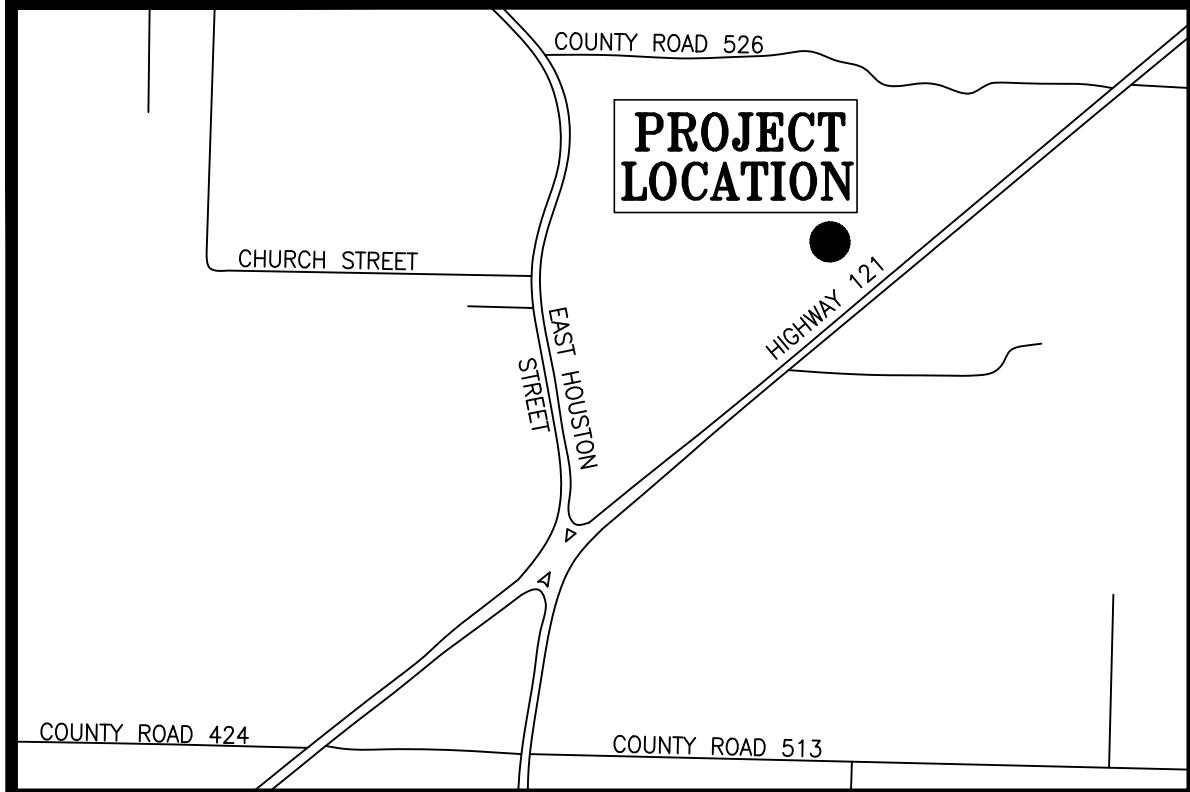
EXHIBIT A

HEALTH DEPARTMENT CERTIFICATION

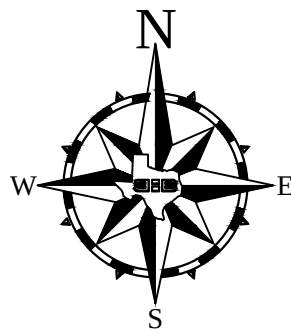
I, as a representative of Collin County Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site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

By: _____

Printed Name: _____
Designated Representative for Collin County Development Services



Vicinity Map - Not to Scale



GRAPHIC SCALE: 1" = 100 Feet

LEGEND

- CIRF.....Capped 1/2" Iron Rod Found Marked "RPLS 3047"
- CIRF(M).....Capped 1/2" Iron Rod Found Marked "MCCULLAH SURVEYING"
- D.R.C.C.T.....Deed Records, Collin County, Texas
- IRF.....Found 1/2" Iron Rod
- IRS.....5/8" Capped Iron Rod Marked "BHB INC" Set
- POB.....Point Of Beginning

GENERAL NOTES

- Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
- The use of the words "certifies" and "certification" hereon constitutes an expression of professional opinion regarding those facts of findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.
- This plat does not attempt to alter or remove existing deed restrictions or covenants, if any, on this property.

FLOOD ZONE NOTE

By scaled location subject property lies within OTHER AREAS (ZONE X) - Areas determined to be outside the 0.2% annual chance floodplain per FIRM, Flood Insurance Rate Map, Community Panel Number 48085C01801, Map Revised June 02, 2009.

Curve Table				
Curve #	Delta	Radius	Arc Length	Chord Bearing
C1	15°07'27"	1387.50'	366.25'	N9°10'32"E
C2	15°06'58"	1372.50'	362.10'	N9°10'47"E
C3	39°09'22"	20.00'	13.67'	N69°32'31"W
C4	90°04'41"	30.00'	47.16'	N45°50'28"E
C5	90°04'41"	54.00'	84.90'	N45°50'28"E
C6	90°00'00"	54.00'	84.82'	S44°07'12"E
C7	33°45'02"	54.00'	31.81'	S17°45'19"W
C8	89°59'51"	30.00'	47.12'	N45°52'52"E
C9	89°54'48"	54.00'	84.74'	S45°50'21"W
C10	90°00'00"	30.00'	47.12'	S45°47'45"W
C11	90°05'03"	54.00'	84.90'	S45°50'17"W
C12	90°00'00"	54.00'	84.82'	N44°07'12"W
C13	90°00'00"	54.00'	84.82'	N45°52'48"E
C14	90°00'00"	54.00'	84.82'	S44°07'12"E
C15	90°00'00"	30.00'	47.12'	S44°07'12"E
C16	87°15'55"	54.00'	82.25'	S45°29'14"E
C17	87°36'52"	30.00'	45.87'	S45°29'14"E
C18	90°05'03"	30.00'	47.17'	N45°50'17"E
C19	90°00'00"	54.00'	84.82'	N45°47'45"E
C20	89°54'48"	30.00'	47.08'	N45°50'21"E
C21	89°59'51"	54.00'	84.82'	S45°52'52"W
C22	19°55'53"	50.00'	17.39'	S80°54'52"W

Curve Table				
Curve #	Delta	Radius	Arc Length	Chord Bearing
C23	64°34'35"	50.00'	56.35'	N76°45'47"W
C24	90°00'00"	30.00'	47.12'	S45°52'48"W
C25	90°00'00"	30.00'	47.12'	N44°07'12"W
C26	90°00'00"	30.00'	47.12'	N45°52'48"E
C27	90°00'00"	30.00'	47.12'	S44°07'12"E
C28	90°00'00"	30.00'	47.12'	S45°52'48"W
C29	90°00'00"	30.00'	47.12'	N44°07'12"W
C30	90°00'00"	30.00'	47.12'	N45°52'48"E
C31	90°00'00"	30.00'	47.12'	S44°07'12"E
C32	90°00'00"	30.00'	47.12'	N45°52'48"E
C33	90°00'00"	30.00'	47.12'	S44°07'12"E
C34	90°00'00"	30.00'	47.12'	S45°52'48"W
C35	90°00'00"	30.00'	47.12'	N44°07'12"W
C36	90°00'00"	30.00'	47.12'	S44°07'12"E
C37	89°54'57"	30.00'	47.08'	N44°09'43"W
C38	90°05'03"	30.00'	47.17'	N45°50'17"E
C39	90°00'00"	30.00'	47.12'	S44°07'12"E
C40	90°00'00"	30.00'	47.12'	N44°07'12"W
C41	90°11'43"	30.00'	47.23'	N45°58'40"E
C42	89°55'19"	30.00'	47.08'	S44°09'32"E
C43	90°04'41"	30.00'	47.16'	S45°50'28"W

Line Table		
Line #	Direction	Length
L1	N16°44'15"E	118.82
L2	N16°44'15"E	123.08
L3	S89°07'20"E	34.08
L4	N0°48'07"E	9.64
L5	S89°07'12"E	43.01
L6	S0°52'48"W	9.75
L7	N0°52'57"E	42.78
L8	N89°12'15"W	35.97
L9	S0°52'48"W	41.33
L10	N0°47'45"E	12.80
L11	S89°12'15"E	35.97
L12	S0°52'57"W	42.78
L13	N0°52'48"E	41.33
L14	S0°52'48"W	41.33
L15	S0°52'48"W	41.00
L16	N0°52'48"E	41.00
L17	S0°52'48"W	41.00
L18	N0°52'48"E	41.00
L19	S89°07'12"E	43.00
L20	S0°48'07"W	9.75
L21	N89°07'12"W	43.01
L22	N0°52'48"E	9.75

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/ h ' b e , h C / h [[l b }

BEING a tract of land situated in the John Chambers Survey, Abstract Number 233, Collin County, Texas, and being all of a tract of land as described by deed to A-Affordable Boat, RV & Mini Storage by Document Number 20210722001479270, Deed Records, Collin County, Texas (DRCC), and being more particularly described by metes and bounds as follows: Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

BEGINNING at a 1/2 inch iron rod found having a Texas State Plane (NAD83), Texas North Central Zone (4202) Grid coordinate of Northing: 7182457.91, Easting: 2593160.85, for the southwest corner of the A-affordable tract, same being the northwest corner of the south remainder of a tract of land described by deed to Anna/121 Land Holdings, LLC by Document Number 20160128000104440, DRCC, and being in the east right-of-way of FM2862 (Houston Street) (a variable width right-of-way);

THENCE with the common line between said FM2862 and the said A-affordable tract and along a curve to the right having a central angle of 15°07'27", a radius of 1387.50 feet, an arc length of 366.25 feet and a chord which bears North 09°10'32" East, a distance of 365.19 feet to a 1/2 inch capped iron rod found stamped "MCCULLAH SURVEYING" (CIRF(M));

THENCE North 09°10'32" East, continuing with said east right-of-way, a distance of 118.82 feet to a 1/2 inch capped iron rod found stamped "RPLS 3047" (CIRF) for the northwest corner of the said A-Affordable tract, same being the southwest corner of the northern remainder of the aforesaid Anna/121 Land Holdings, LLC tract;

THENCE South 89°07'12" East, with the common line between the said A-Affordable tract and the said north remainder tract, a distance of 2501.55 feet to a CIRF having a Texas State Plane (NAD83), Texas North Central Zone (4202) Grid coordinate of Northing: 7182893.855, Easting: 2595754.168 for the northeast corner of the said A-Affordable tract, same being the southeast corner of the said north remainder, and being in the west right-of-way line of State Highway 121 (a variable width right-of-way) as agreed upon by the Final Judgement between State of Texas and ANNA/121 Land Holdings, LLC., as recorded in Document Number 20210125000153030, D.R.C.C.T.;

THENCE South 49°10'04" West, with the common line between the said A-Affordable tract and the west right-of-way line of said State Highway 121, a distance of 714.87 feet to a 1/2 inch iron rod found, being the southeast corner of the said A-Affordable tract, same being the northeast corner of the aforementioned south remainder tract;

THENCE North 89°07'12" West, with the common line of the said south remainder tract of land described by deed to Anna/121 Land Holdings, LLC and the said A-Affordable tract, a distance of 2053.06 feet to the POINT OF BEGINNING and containing 1,089,035 square feet or 25.001 acres of land more or less.

NORTH REMAINDER OF
ANNA/121 LAND HOLDINGS, LLC
(TRACT 2)
DOC. NO. 20160128000104440
D.R.C.C.T.

JOHN CHAMBERS SURVEY
ABSTRACT No. 233

LOT 1, BLOCK A
1081758 Sq.Ft.
24.834 Ac

SAMUEL CRAFT JR. SURVEY
ABSTRACT No. 168

SOUTH REMAINDER OF
ANNA/121 LAND HOLDINGS, LLC
(TRACT 2)
DOC. NO. 20160128000104440
D.R.C.C.T.

THE STATE OF TEXAS V.
ANNA/121 LAND HOLDINGS, LLC
(AGREED FINAL JUDGEMENT)
DOC. NO. 20210125000153030
D.R.C.C.T.

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THAT, A-Affordable Boat RV & Mini Storage, owner does hereby adopt this final plat designating the above described property as LOT 1, BLOCK A, ANNA STORAGE ADDITION, an addition to the City of Anna, Collin County, Texas and do hereby dedicate to the public's use the easements and right-of-way as shown.

A-Affordable Boat RV & Mini Storage

By: _____
Authorized Agent

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Before me, the undersigned, a Notary Public for the State of Texas, appeared _____
known to be the person whose name is subscribed hereto.

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

Notary Public

SURVEYOR'S CERTIFICATION

I, Robert A. Lee, do hereby declare that I prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown hereon were properly placed under my direct supervision in accordance with the platting rules and regulations of the City of Anna, Collin County, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
Purpose of Document: Review
Surveyor: Robert A. Lee
Registered Professional Land Surveyor No. 6895
Release Date: 11-09-2021

Robert A. Lee
State of Texas Registered Professional Land Surveyor
No. 6895
November 09, 2021

FINAL PLAT

LOT 1, BLOCK A

ANNA STORAGE ADDITION

BEING 25.001 ACRES OF LAND SITUATED WITHIN

JOHN CHAMBERS SURVEY, ABSTRACT NO. 233

COLLIN COUNTY, TEXAS

NOVEMBER 2021

BIB
BAIRD, HAMPTON & BROWN
engineering and surveying

6300 Ridglea Place, Suite 700 Fort Worth, TX 76116
ree@bhbnc.com • 817.338.1277 • bhbnc.com
T&PELS Firm #44, #10011300, #1001302,
#10194146

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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



Item No. 6.r.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna ISD Park Addition, Block A, Lot 1R, Replat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Public school on one lot on 50.6± acres located at the southwest corner of N. Powell Parkway and W. Rosamond Parkway.

The purpose of the replat is to dedicate easements necessary for the development of an addition to the middle school gymnasium.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (RP) Anna ISD Park Addition, Block A, Lot 1R
3. Exhibit A (STAMPED)- Re-Plat of Lot 1R Anna ISD Park Addition

APPROVALS:

Salena Tittle, Planner II
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



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 ANNA ISD PARK ADDITION, BLOCK A, LOT 1R, REPLAT.

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

WHEREAS, Anna ISD, Brad Duncan has submitted an application for the approval of the Anna ISD Park Addition, Block A, Lot 1R, Replat.

WHEREAS, The Replat of Anna ISD Park Addition, Block A, Lot 1R 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 Replat

The City Council hereby approves the Anna ISD Park Addition, Block A, Lot 1R, Replat 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 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

ALL that certain 50.59 acre lot, tract or parcel of land situated in the Gwyn Morrison Survey, Abstract No. 559, Collin County, Texas and being all of Lot 1 of the Anna ISO Park Addition according to the plat thereof as recorded in Volume 2006, Page 326, Plat Records, Collin County, Texas, (P.R.C.C.T.), said 50.59 acre tract being described by metes and bounds as follows:

THENCE S 88°43'47" E along the north line of said Lot 1 and said south right-of-way line a distance of 1154.48 feet to a 1/2" iron rod and pink cap stamped "EST" set at the northeast corner of said Lot 1, and at the intersection of said south right-of-way line W. Rosamond Parkway and the west right-of-way line of State Highway No. 5;

THENCE along the east line of said Lot 1 and said west right-of-way line, along a curve to the right having a central angle of 14°46'15", a radius of 3224.04 feet, a chord bearing and distance of S 02°05'39" W, 828.86 feet, through an arc length of 831.16 feet to a 1/2" iron rod and pink cap stamped "EST" set;

THENCE S 09°26'46" W along the east line of said Lot 1 and said west right-of-way line a distance of 1184.00 feet to a 1/2" iron rod and pink cap stamped "EST" set at the southeast corner of said Lot 1, at the northeast corner of Lot 1 of Revised North Park Addition according to the plat thereof as recorded in Volume 9, Page 67, P.R.C.C.T., and on said west right-of-way line;

P.H.C.E.S. 8958/097 along the south line of said Lot 1, the north lines of Lots 1-5 of said Revised North Park Addition (9/67 P.R.C.C.T.) at 396.57 feet passing a 3/8" iron rod found at the northwest corner of Lot 5 and at the northeast corner of Lot 6 of said Revised North Park Addition (9/67 P.R.C.C.T.), continuing along said course and the north line of said Lot 6, 64.469.69 feet to the northeast corner of said Lot 6, then along the north line of said Lot 6, 10.000.00 feet to the northeast corner of said North Park Addition (9/67 P.R.C.C.T.), continuing along said course and the north lines of Lots 7-9 of said Revised North Park Addition (9/67 P.R.C.C.T.) at 687.00 feet passing a 5/8" iron rod found on the north line of said Lot 9, continuing along said course and the north lines of Lots 9 & 10, to 786.42 feet passing a 3/4" iron pipe found at the northwest corner of said Lot 10 and at the northeast corner of said Lot 10, then along the north line of said Lot 10, 10.000.00 feet to the northeast corner of said Lot 10, then along the north line of said Lot 10, 10.000.00 feet to the northeast corner of said North Park Addition (9/67 P.R.C.C.T.), continuing along said course and the north lines of Lots 11-13 of said Revised North Park Addition (9/67 P.R.C.C.T.) at a total distance of 1,272.00 feet to the northeast corner of said Lot 13, at the southeast corner of said Lot 2, and on the north line of said Lot 13;

THENCE N 00°52'46" E along the west line of said Lot 1 and the east line of said Lot 2 a distance of 2022.60 feet to the POINT BEGINNING and containing 50.59 acres of land, more or less.

That I, Stephen A. Hudson, Registered Professional Land Surveyor, State of Texas, do hereby certify that I prepared this plat from 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.

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.

Date 11/10/2021

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Stephen A. Hudson, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 20____

Notary Public for and in the State of Texas

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

[illegible]

That the undersigned hereby covenant and agree that he (they) shall construct, upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (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 easement shall be the responsibility of the owner of the property. The owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

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

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

WITNESS my hand this the _____ day of _____, 20_____

STATE OF

COUNTY OF

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person 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 _____, 20____.

Notary Public in and for _____ County

My Commission Expires: _____

CERTIFICATE OF APPROVAL

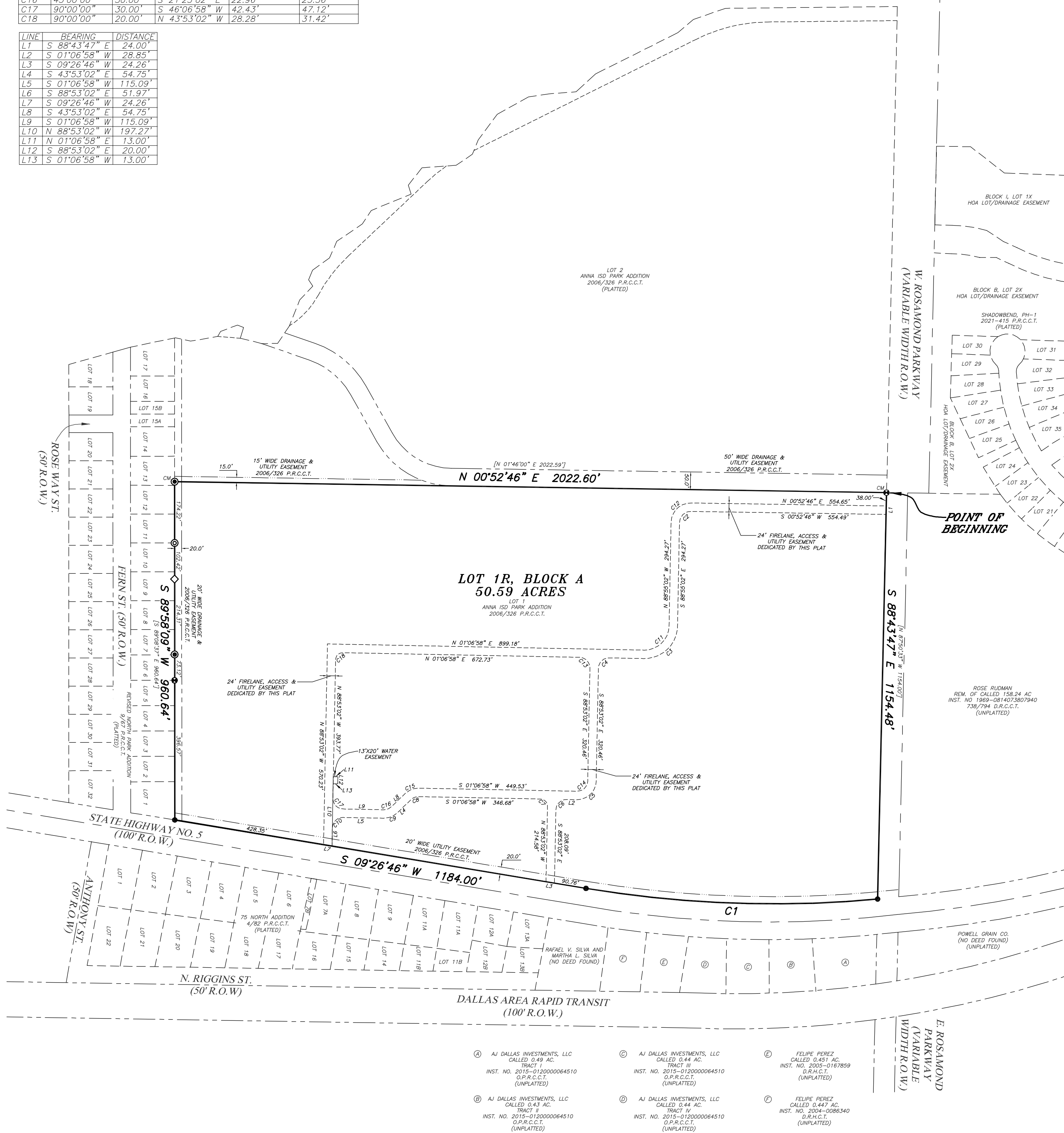
Approved on this the _____ day of _____, 20____, by the City Council
City of Anna, Texas.

Mayo

City Secretary

CURVE	DELTA	ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	14'46"15"	32.004	S 02'05"39" E	S 82'8"6" E	831.16'	
C2	89'44'00"	32.000	N 45'00"00" E	E 45'17'00" E	70.15'	
C3	94'00'00"	30.000	N 43'54'00" E	E 42'59'00" E	50.12'	
C4	90'02'00"	30.000	S 43'53'00" E	E 42'43'30" E	47.15'	
C5	90'00'00"	54.000	S 43'53'00" E	E 76'37'30" E	84.82'	
C6	90'00'00"	54.000	S 43'53'00" E	E 76'37'30" E	84.82'	
C7	90'00'00"	54.000	S 46'06'58" W	W 28'28'30" E	31.12'	
C8	45'00'00"	30.000	S 21'23'00" E	E 22'96'30" E	23.56'	
C9	45'00'00"	54.000	S 21'23'00" E	E 41'33'30" E	42.42'	
C10	90'00'00"	54.000	S 43'54'00" E	E 76'37'30" E	84.12'	
C11	90'02'00"	70.000	N 43'54'00" W	W 99'02'00" E	110.00'	
C12	89'47'48"	56.000	N 44'01'08" W	W 79'06'30" E	87.77'	
C13	90'00'00"	30.000	N 46'06'58" E	E 42'43'30" E	47.12'	
C14	90'00'00"	54.000	S 43'53'00" E	E 76'37'30" E	84.19'	
C15	45'00'00"	54.000	S 21'23'00" E	E 41'33'30" E	42.42'	
C16	45'00'00"	30.000	S 21'23'00" E	E 22'96'30" E	23.56'	
C17	90'00'00"	54.000	S 43'53'00" E	E 76'37'30" E	84.12'	
C18	90'00'00"	54.000	S 46'06'58" W	W 28'28'30" E	31.12'	

LINE	BEARING	DISTANCE
L1	S 88°43'47" E	24.00'
L2	S 01°06'58" W	28.85'
L3	S 09°26'46" W	24.26'
L4	43°25'02" E	54.75'
L5	S 01°06'58" W	115.09'
L6	S 88°53'02" E	51.97'
L7	S 09°26'46" W	24.26'
L8	S 43°53'02" E	54.75'
L9	S 01°06'58" W	115.09'
L10	N 88°53'02" W	197.27'
L11	N 01°06'58" E	13.00'
L12	S 88°53'02" E	20.00'
L13	S 01°06'58" W	13.00'



APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

RE-PLAT
ANNA ISD PARK ADDITION
LOT 1R, BLOCK A

BEING A RE-PLAT OF LOT 1, ANNA ISD PARK ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 2006, PAGE 326, PLAT RECORDS, COLLIN COUNTY, TEXAS, SITUATED IN THE GWYN MORRISON SURVEY ABSTRACT NO. 559, COLLIN COUNTY, TEXAS.

THE PURPOSE OF THIS RE-PLAT IS TO ADD ADDITIONAL FIRELANE, ACCESS, UTILITY, FOR FUTURE DEVELOPMENT

OWNER	LEGEND		RE-PLAT	SCALE: 1"=200'
Anna Independent School District	CM Control Monument ● 1/2" Iron Rod Set w/Pink Cap Stamped "EST"		DATE: 11/10/2021	SURVEYED BY: A.S.
Dr. Bradley Duncan, Assistant Superintendent	● 3/8" Iron Rod Found ● 5/8" Iron Rod Found ● 1/2" Iron Rod Found ● 3/4" Iron Pipe Found		SHEET 1 OF 1	TECHNICIAN: Z.M. JOB NO. 21-00729
501 S. Sherley Ave. Anna, TX 75409 972-924-1022			101 Bill Bradford Road, Suite 13 Sulphur Springs, Texas 75482 Phone: 903-438-1400 Fax: 903-438-9955 Firm License No. 10024400 www.estinc.com	REVISIONS:

EXHIBIT A

NOTICE: Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes and is subject to fines and withholding of utilities and building permits.

NOTE: All easements are proposed by this plat.
NOTE: Current zoning is AG, (Agricultural) and PD-R, (Planned Development).
NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone, FIPS256 42022 (zone), according to the notes noted.
NOTE: All record calls are denoted in [] per document recorded in Volume 2006, Page 326, P.R.C.C.T., unit and section noted.
NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown herein.
FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to lie within a 100 year flood zone area, according to the Insurance Rate Map No. 48050C0160, dated June 2, 2009, published by the Federal Emergency Management Agency.



Item No. 6.s.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna ISD Park Addition, Block A, Lot 1R, Revised Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Public school on one lot on 50.6± acres located at the southwest corner of N. Powell Parkway and W. Rosamond Parkway.

The purpose of the revised site plan is to show the proposed middle school gymnasium addition site improvements.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval as submitted.

ATTACHMENTS:

1. Locator
2. RESOLUTION - (RSP) Anna ISD Park Addition, Block A, Lot 1R
3. Exhibit A (STAMPED)- Revised Site Plan Anna ISD Park Addition

APPROVALS:

Salena Tittle, Planner II
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/7/2021
Approved - 12/7/2021
Final Approval - 12/10/2021



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 ANNA ISD PARK ADDITION, BLOCK A, LOT 1R, REVISED SITE PLAN.

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

WHEREAS, Anna ISD, Brad Duncan has submitted an application for the approval of the Anna ISD Park Addition, Block A, Lot 1R, Revised 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 Revised Site Plan

The City Council hereby approves the Anna ISD Park Addition, Block A, Lot 1R, Revised Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

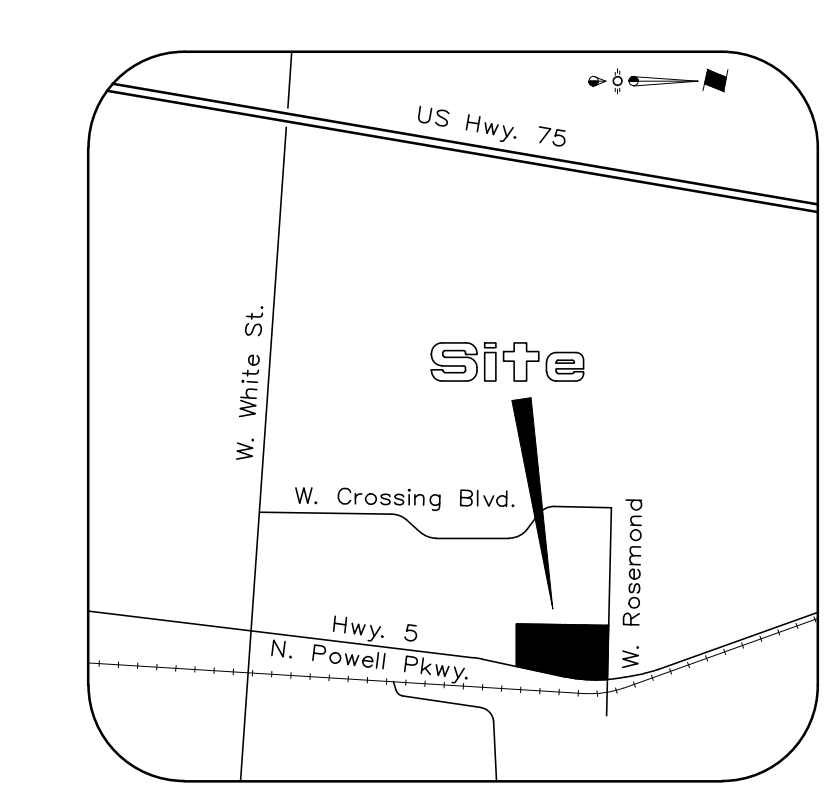
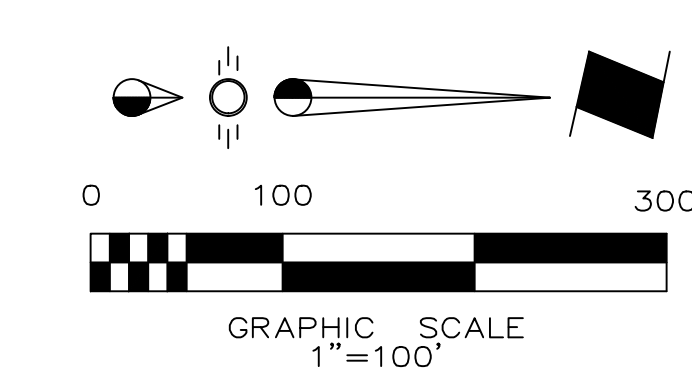
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



VICINITY MAP
NTS

SITE DATA SUMMARY – MIDDLE SCHOOL

Zoning	AG/PD-R
Proposed Use	Middle School
Lot Area	50,590 Ac (2,203,701 sf)
Existing Building Area	116,920 Sq. Ft.
Proposed Building Addition	13,195 Sq. Ft.
Total Building Area	130,115 Sq. Ft.
Building Height:	1-Story (30'-8")
Lot Coverage	Tallest Building Element (30'-8") 5.90%
Parking Ratio	2.5 Spaces/Per Classroom
Total Number of Classrooms	46
Required Parking	115 Spaces
Existing Provided Parking	488 Spaces
Provided Parking	494 Spaces
Accessible Parking Required	9 Spaces
Existing Accessible Parking Provided	17 Spaces
Accessible Parking Provided	17 Spaces

Note: Handicap parking is provided in accordance with ADA standards.

Note:
No Appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.

All paving is existing concrete, except where noted otherwise.

According to Flood Insurance Rate Map (FIRM) Map No. 48085C01601, dated 6-2-2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X.

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

REVISED SITE PLAN

**ANNA ISD
PARK ADDITION**

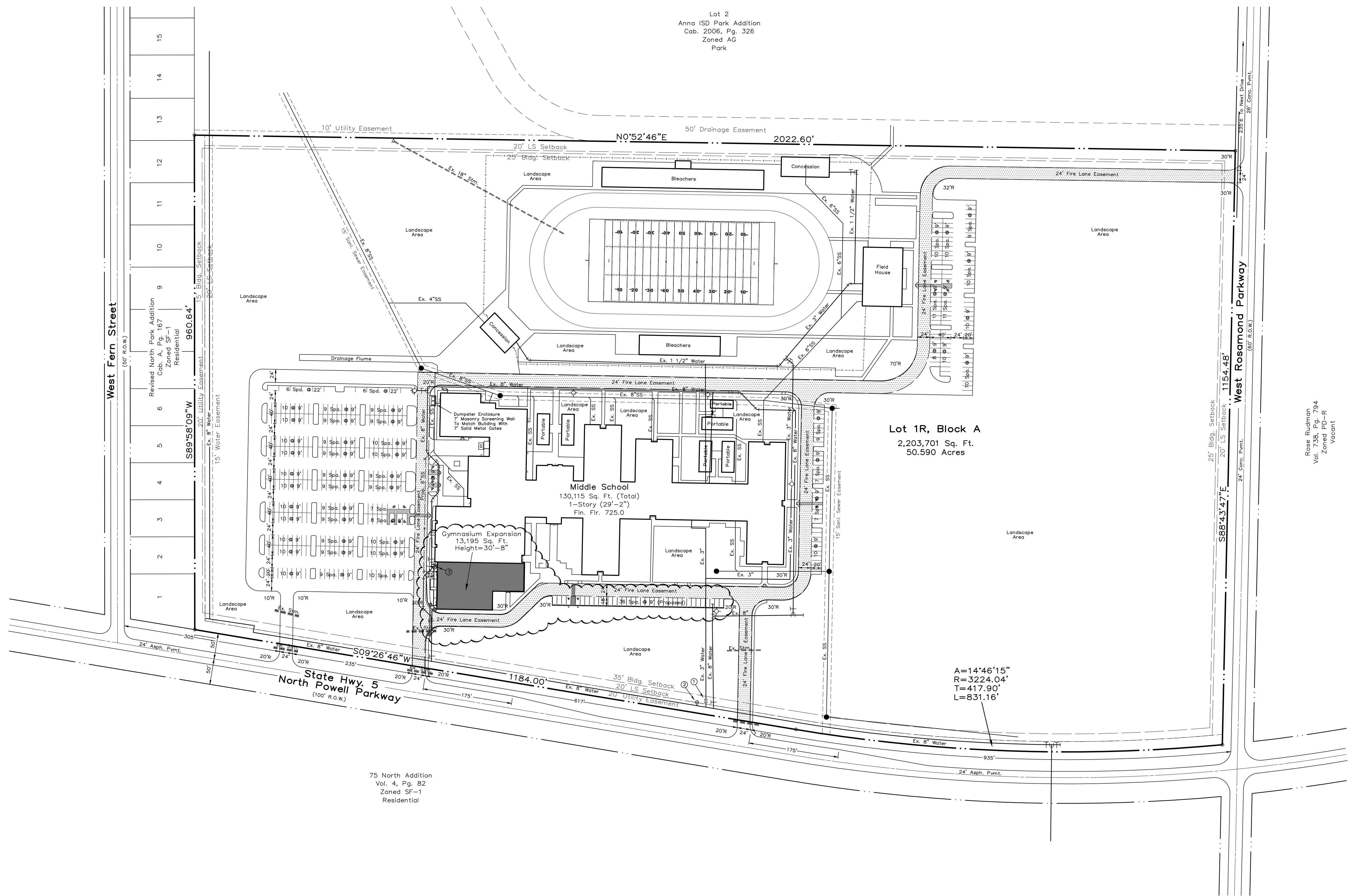
Lot 1R, Block A

**50.590 Acres Situated In The
GWYN MORRISON SURVEY ~ ABST. 559
ANNA, COLLIN COUNTY, TEXAS**

Owner
Anna Independent School District
Brad Duncan
Assistant Superintendent of District Operations
501 South Sherley Avenue
Anna, Texas 75409
Telephone 972 924-1000

Engineer/Applicant
RLK Engineering, Inc.
Texas Registration No. 579
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733
December 1, 2021

Project No. SP2021-XXXX



LEGEND

- 24' Fire Lane, Access, Utility Easement
- Exist. Fire Hydrant
- Prop. Fire Hydrant
- Water Meter
- Water Valve
- Water Tee
- Water Bend
- Grease Trap
- Manhole
- Cleanout
- Storm Sewer Area Drain
- Property Line
- Existing Contour
- Barrier Free Ramp

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Notes
①	Domestic	3"	1	6"	Exist.
②	Irrigation	2"	1	NA	Exist.
③	Domestic	2"	1	6"	New

EXHIBIT A

PURPOSE OF REVISED SITE PLAN:
To expand the gymnasium and provide additional parking.



Item No. 6.t.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Development Agreement – Anna Town Center, Block A, Lot 5R (Director of Development Services Ross Altobelli)

Approve a Resolution entering into a development agreement with Q Seminole Anna Town Center, LP to establish development and design regulations for multiple-family residences development on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive.

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approving a Resolution entering into a Development Agreement.

ATTACHMENTS:

1. Locator
2. Resolution - DA (Anna Town Center, BI A, Lt 5R multiple-family)
3. Final - Dev Agreement - Anna Town Center, BI A, Lt 5R (multi-family)
4. Exhibit 1 - Legal Description
5. Exhibit 2 - Concept Site Plan
6. Exhibit 3 - Building Variation and Elevations

APPROVALS:

Lauren Mecke, Planning Manager

Terri Doby, Budget Manager

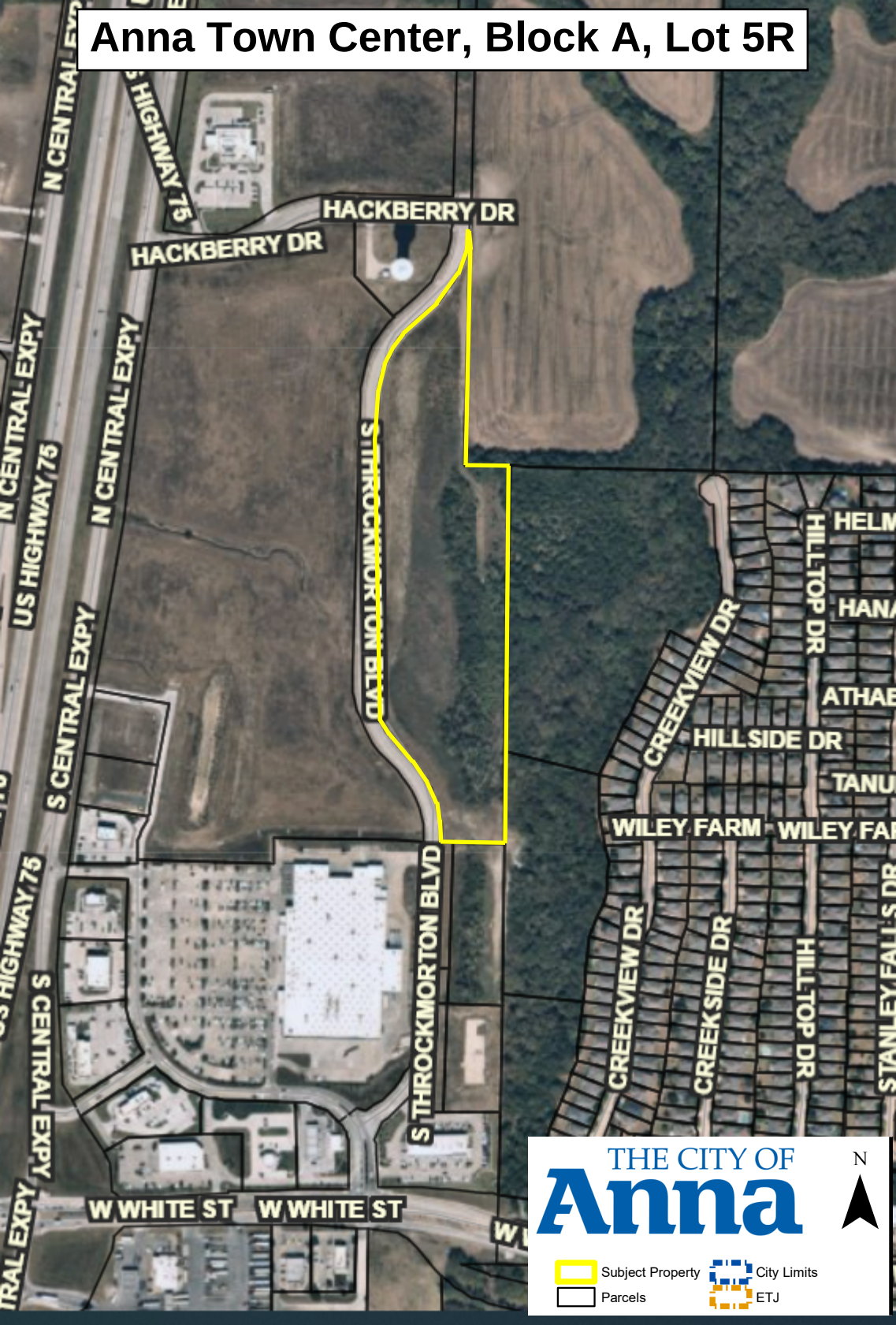
Jim Proce, City Manager

Created/Initiated - 12/9/2021

Approved - 12/10/2021

Final Approval - 12/10/2021

Anna Town Center, Block A, Lot 5R



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 A DEVELOPMENT AGREEMENT WITH Q SEMINOLE ANNA TOWN CENTER, L.P., RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED ON THE EAST SIDE OF THROCKMORTON BOULEVARD, 38± FEET SOUTH OF HACKBERRY DRIVE.

WHEREAS, Q Seminole Anna Town Center, L.P., is the Property Owners of real estate generally located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive; and

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

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

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with Q Seminole Anna Town Center, L.P., attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 14th day of December 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of December 14, 2021 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Q Seminole Anna Town Center, L.P., a Texas limited partnership ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 14.9± acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, pursuant to that certain Contract of Sale dated July 1, 2021 (as amended, the "**Contract**"), the Property is presently under contract to be sold by the Property Owner and purchased by TM BTR OF TEXAS, LLC, a Texas limited liability company or its permitted assigns (the "**Developer**"); and,

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

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

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

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

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

With respect to all structures/development within the PD-MF-2 Zoning District, Property Owner agrees to comply or to cause the builders to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern).

Multiple-Family Residence Buildings

- A. Multi-family building materials and building variation types shall be in general conformance with the Building Variations Map and Elevations attached as Exhibit 3.
- B. A maximum of 10 percent of any exposed exterior wall may consist of EIFS.
- C. Roofing materials of for buildings and structures must be architectural roof shingles,

said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.

D. Accessory buildings shall have elevations consistent with those set forth in Exhibit 3.

SECTION 3. NOTICES.

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

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

To Property Owner: Q Seminole Anna Town Center, L.P.
8111 Westchester Dr., Suite 800
Dallas, TX 75225
Attn: Brian Bischoff

To Developer: TM BTR of Texas, LLC
6735 Salt Cedar Way, Building 1, Suite 200
Frisco, TX 75034
Attn: Sunny Patel

With a copy to:

TM BTR of Texas, LLC
6735 Salt Cedar Way, Building 1, Suite 200
Frisco, TX 75034
Attn: Jack Rowe

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of Property Owner (or, after the Closing (as hereinafter defined), by Developer instead of Property Owner) and City; and/or (b) unilaterally by City upon default of the Property Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the rezoning of

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

SECTION 5. CLOSING.

The Contract provides that the closing and funding of the sale of the Property shall occur on or before July 1, 2022, unless otherwise extended or amended by the parties to the Contract (the "**Closing**"). Notwithstanding anything to the contrary herein, upon Closing and funding of the sale of the Property, Developer or its successors or assigns shall fully assume all of Property Owner's rights and obligations under this Agreement that arise or accrue from and after the date of the Closing, and Property Owner, its successors and assigns, shall be fully and completely released from this Agreement for all purposes for all matters that arise or accrue from and after the Closing (it being acknowledged and agreed that Property Owner shall remain liable and responsible for, and Developer shall not be liable or responsible for, any defaults, violations or other obligations of Property Owner that arose during or otherwise pertain to any time period prior to the Closing), without the necessity of additional notice from or action by any Party. Nothing in this Section 5 shall serve to release any subsequent owners of the Property from the terms, conditions and obligations in this Agreement.

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

SECTION 6. DEFAULT.

If Property Owner, its heirs, successors or assigns or subsequent owners of the Property, including but not limited to the subsequent Property Owner, fail to comply with all the material terms and conditions included in this Agreement (the "Defaulting Owner"), City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy, until such default has been cured.
- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth in Section 3 of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and

treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur

- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law; provided however, the City waives, and shall not seek against any Defaulting Owner, any punitive, consequential, special or exemplary damages for any default hereunder.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this Section 6 unless there is a breach of any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

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

SECTION 8. INDEMNIFICATION AND HOLD HARMLESS.

THE PROPERTY OWNER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY,

WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE DATE HEREOF WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This Section 8 will survive the termination of this Agreement.

SECTION 9. RECORDATION.

Property Owner at its sole cost will record this document, including all the Exhibits, on or within one (1) business day after Closing and funding of the Contract, and promptly provide a recorded copy to the City.

SECTION 10. ENTIRE AGREEMENT.

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

SECTION 11. RECITALS AND EXHIBITS.

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

SECTION 12. AUTHORITY.

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

SECTION 13. INVALID PROVISIONS.

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

SECTION 14. ESTOPPEL.

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

SECTION 14. EFFECTIVE DATE.

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

[signature page follows]

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

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

Notary Public, State of Texas

Q Seminole Anna Town Center, LP

By: Anna TC GP, LLC,
its general partner

By: _____
Brian Bischoff, Vice President

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2021, appeared NAME, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as Vice President of Anna TC GP, LLC, in its capacity as general partner of Q Seminole Anna Town Center, LP.

Notary Public, State of Texas

EXHIBIT "1"
PROPERTY DESCRIPTION

EXHIBIT "2"
CONCEPT PLAN

EXHIBIT "3"
BUILDNG VARIATION MAP & ELEVATIONS

Exhibit 1
Legal Description of Property

BEING a tract of land situated in the F. T. Duffau Survey, Abstract No. 288 and the W. S. Ratton Survey, Abstract No. 752, City of Anna, Collin County, Texas, and being all of Block A, Lot 5 of Anna Town Center Addition, Block A, Lots 5-8, an Addition to the City of Anna, Texas, according to the final plat, recorded in Volume 2019, Page 776 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northernmost corner of said Block A, Lot 5, same being on the easterly right of way line of Throckmorton Boulevard, a 60' wide right of way, same also being on the westerly line of a called 51.195-acre tract of land, described in a deed to Two-J Partners, LLLP, as recorded in Instrument No. 2008050900056262500 of the Official Public Records of Collin County, Texas;

THENCE South 00°28'48" West, along the easterly line of said Block A, Lot 5 and the westerly line of said 51.195-acre tract, a distance of 793.34 feet to a wooden fence corner post found for the southwest corner of said 51.195-acre tract;

THENCE South 89°20'45" East, continuing along the easterly line of said Block A, Lot 5 and along the southerly line of said 51.195-acre tract, a distance of 165.07 feet to a 3/8-inch iron rod found for the northwest corner of Lot 3, Block G of Creekside Phase 3, an Addition to the City of Anna, Texas, according to the final plat recorded in Cabinet P, Page 623 of the Plat Records of Collin County, Texas;

THENCE South 00°13'51" West, continuing along the easterly line of said Block A, Lot 5 and along the westerly line of said Lot 3, Block G, passing the southwest corner of said Lot 3 and the northwest corner of Lot 2, Block G of Creekside Phase 2, an Addition to the City of Anna, Texas, according to the final plat recorded in Cabinet P, Page 60 of the Plat Records of Collin County, Texas, continuing for a distance of 1,248.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southeast corner of said Lot 5;

THENCE North 89°46'13" West, along the southerly line of said Block A, Lot 5, a distance of 215.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southerly, southwest corner of said Lot 5, same being on the easterly right of way line of aforesaid Throckmorton Boulevard, same being the beginning of a non-tangent curve to the left with a radius of 395.00 feet, a central angle of 48°31'41", and a chord bearing and distance of North 24°02'02" West, 324.64 feet;

THENCE in a northerly direction, along the westerly line of said Block A, Lot 5 and the easterly right of way line of said Throckmorton Boulevard, the following:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 334.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 285.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

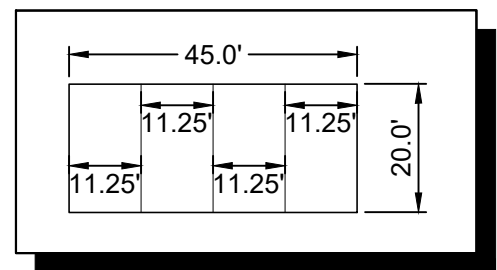
North 00°34'48" East, a distance of 905.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a tangent curve to the right with a radius of

335.00 feet, a central angle of $46^{\circ}57'45''$, and a chord bearing and distance of North $24^{\circ}03'40''$ East, 266.96 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 274.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North $47^{\circ}32'33''$ East, a distance of 81.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of $47^{\circ}03'45''$, and a chord bearing and distance of North $24^{\circ}00'40''$ East, 315.41 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 324.45 feet to a point for corner; to the **POINT OF BEGINNING** and containing 14.894 acres (648,794 square feet) of land, more or less.





FRONT ELEVATION

CHAMBRAY

2 Bed - A
Color 1



FRONT ELEVATION

CHAMBRAY

2 Bed - B
Color 2



FRONT ELEVATION

MODERN FARMHOUSE

2 Bed - C



FRONT ELEVATION

CHAMBRAY

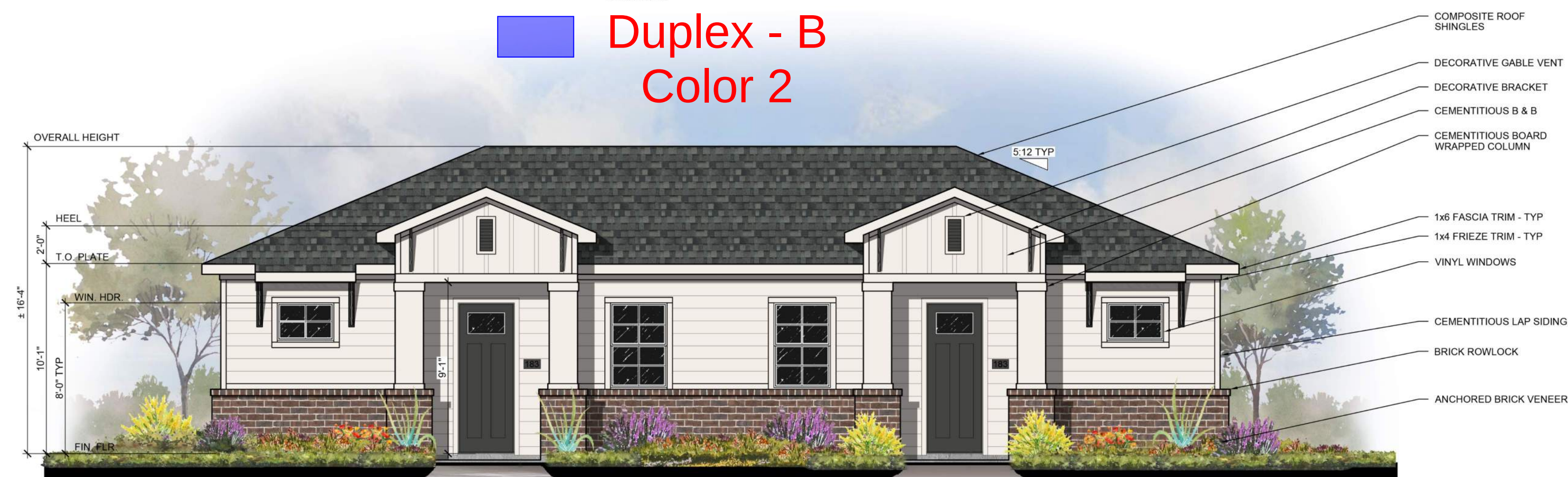
Duplex - A
Color 1



FRONT ELEVATION

CHAMBRAY

Duplex - B
Color 2



FRONT ELEVATION

MODERN FARMHOUSE

Duplex - C



FRONT ELEVATION

MODERN FARMHOUSE

Garage

EXHIBIT 3 - PAGE 2 OF 6

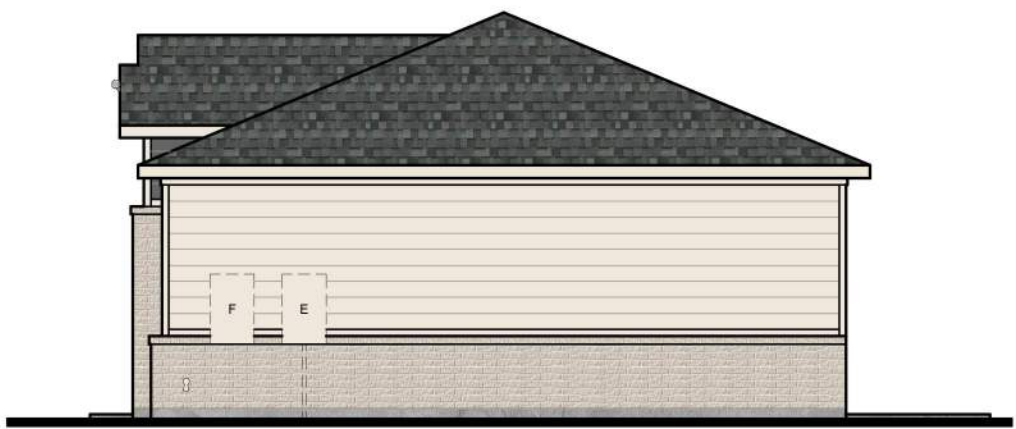
12-02-2021



LEFT ELEVATION
CHAMBRAY
1/8" = 1'-0"



REAR ELEVATION
CHAMBRAY
1/8" = 1'-0"



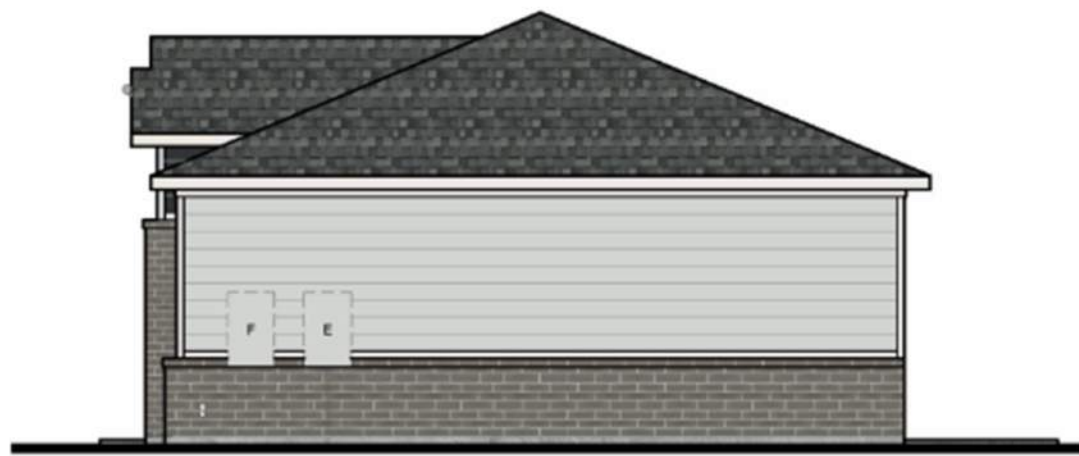
RIGHT ELEVATION
CHAMBRAY
1/8" = 1'-0"



LEFT ELEVATION
CHAMBRAY
1/8" = 1'-0"



REAR ELEVATION
CHAMBRAY
1/8" = 1'-0"



RIGHT ELEVATION
CHAMBRAY
1/8" = 1'-0"



LEFT ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



REAR ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



RIGHT ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"

MASONRY CALCULATIONS				
STANDARD ELEVATION		MASONRY	MASONRY %	OVERALL % OF 3 SIDES (EXCLUDING REAR)
CHAMBRAY	FRONT	122	40%	36%
	RIGHT	96	34%	
	REAR	0	0	
	LEFT	96	35%	
MODERN FARMHOUSE	FRONT	96	33%	32%
	RIGHT	89	32%	
	REAR	0	0	
	LEFT	89	32%	



LEFT ELEVATION
CHAMBRAY 1/8" = 1'-0"



REAR ELEVATION
CHAMBRAY 1/8" = 1'-0"



RIGHT ELEVATION
CHAMBRAY 1/8" = 1'-0"



LEFT ELEVATION
CHAMBRAY 1/8" = 1'-0"



REAR ELEVATION
CHAMBRAY 1/8" = 1'-0"



RIGHT ELEVATION
CHAMBRAY 1/8" = 1'-0"



LEFT ELEVATION
MODERN FARMHOUSE 1/8" = 1'-0"

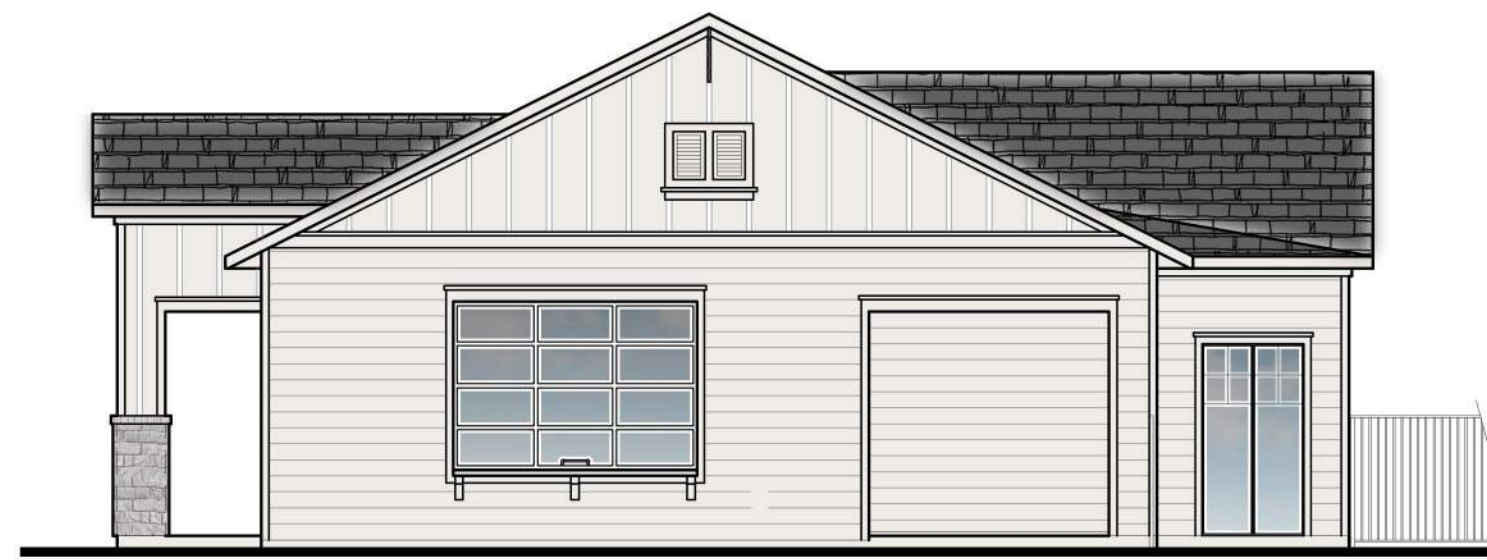


REAR ELEVATION
MODERN FARMHOUSE 1/8" = 1'-0"



RIGHT ELEVATION
MODERN FARMHOUSE 1/8" = 1'-0"

MASONRY CALCULATIONS				
STANDARD ELEVATION		MASONRY	MASONRY %	OVERALL % OF 3 SIDES (EXCLUDING REAR)
CHAMBRAY	FRONT	196	47%	42%
	RIGHT	108	40%	
	REAR	0	0	
	LEFT	108	40%	
MODERN FARMHOUSE	FRONT	149	35%	37%
	RIGHT	102	38%	
	REAR	0	0	
	LEFT	102	38%	



Rear Elevation
Elevation B - Modern Farmhouse 1/8" = 1'-0"



Left Side Elevation
Elevation B - Modern Farmhouse 1/8" = 1'-0"



Right Side Elevation
Elevation B - Modern Farmhouse 1/8" = 1'-0"



Front Elevation
Elevation B - Modern Farmhouse 1/4" = 1'-0"



Rear Elevation

Elevation B - Modern Farmhouse 1/8" = 1'-0"



Left Side Elevation

Elevation B - Modern Farmhouse 1/8" = 1'-0"



Right Side Elevation

Elevation B - Modern Farmhouse 1/8" = 1'-0"



Front Elevation

Elevation B - Modern Farmhouse 1/4" = 1'-0"



Item No. 6.u.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021

Staff Contact: Alan Guard

AGENDA ITEM:

Approve the Quarterly Investment Report for the Period Ending September 30, 2021.
(Director of Finance Alan Guard)

SUMMARY:

In accordance with the Public Funds Investment Act (PFIA), the City of Anna is required to submit a quarterly report on the investment of all public funds held by the City. The report includes:

- Review of the City's holdings.
- Comparison of book vs. market value.
- Allocation information.
- Charts showing historical activity.

The City's portfolio as of the quarter ending September 30, 2021 earned an average yield of 0.3326%. The total fiscal year-to-date interest earned is \$226,496. The report is attached for Council review.

FINANCIAL IMPACT:

Interest earnings YTD of \$226,496 versus a budget of \$189,640 (119%).

STRATEGIC CONNECTIONS:

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

GOAL 4 - HIGH PERFORMING, PROFESSIONAL CITY

STAFF RECOMMENDATION:

Adopt the report

ATTACHMENTS:

1. Quarterly Investment Report 09.30.2021

APPROVALS:

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

Created/Initiated - 12/8/2021

Approved - 12/8/2021

Final Approval - 12/10/2021



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2021

The investment portfolio of the City of Anna is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

A handwritten signature in black ink, appearing to be "K. M.", written over a horizontal line.

Assistant City Manager

A handwritten signature in black ink, appearing to be "Alan Brand", written over a horizontal line.

Finance Director

A handwritten signature in black ink, appearing to be "H. M.", written over a horizontal line.

Accounting Manager

Summary
Investment Report
July 1, 2021 to September 30, 2021

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	September 30, 2021		June 30, 2021	
		Book Value	Market Value	Book Value	Market Value
Bank DDA	0.55%	\$ 35,234,416	\$ 35,234,416	\$ 32,167,519	\$ 32,167,519
Money Market	0.14%	\$ 1,228,323	\$ 1,228,323	\$ 1,227,309	\$ 1,227,309
Texpool	0.02%	\$ 21,997,852	\$ 21,997,852	\$ 27,596,506	\$ 27,596,506
Texas CLASS	0.03%	\$ 1,858,429	\$ 1,858,429	\$ -	\$ -
Totals		\$ 60,319,020	\$ 60,319,020	\$ 60,991,334	\$ 60,991,334

Current Quarter Average Yield

Total Portfolio 0.33%

Fiscal Year-to-Date Average Yield

Total Portfolio 0.44%

Quarterly Interest Income

\$57,933

Year-to-date Interest Income

\$226,496

Investment Report
July 1, 2021 to September 30, 2021

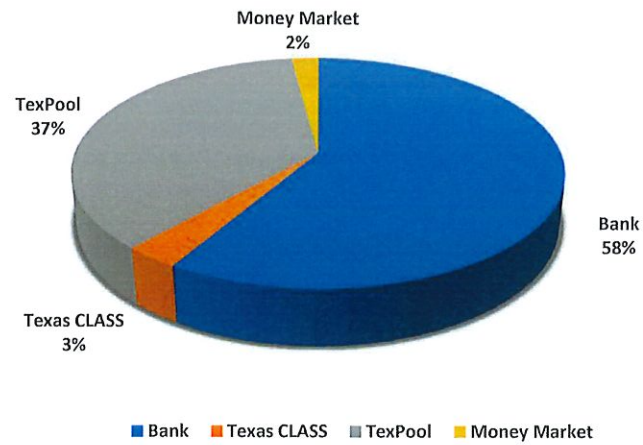
Summary of Total Investment Book Value by Fund Group

	<u>9/30/21</u>	<u>6/30/21</u>
General Fund	\$ 8,402,289	\$ 9,402,125
Debt Service Funds	\$ 69,622	706,341
General Capital Projects Non Bond	\$ 3,433,365	3,984,559
General Capital Projects Bond	\$ 9,388,264	13,837,646
Special Revenue Funds	\$ 9,808,173	7,130,989
Water & Sewer Fund	\$ 5,173,653	5,802,637
Utilities Funds - Restricted	\$ 22,098,910	18,228,723
EDC	\$ 410,042	425,836
CDC	\$ 1,534,701	1,472,478
TOTAL	<u><u>\$ 60,319,020</u></u>	<u><u>\$ 60,991,334</u></u>

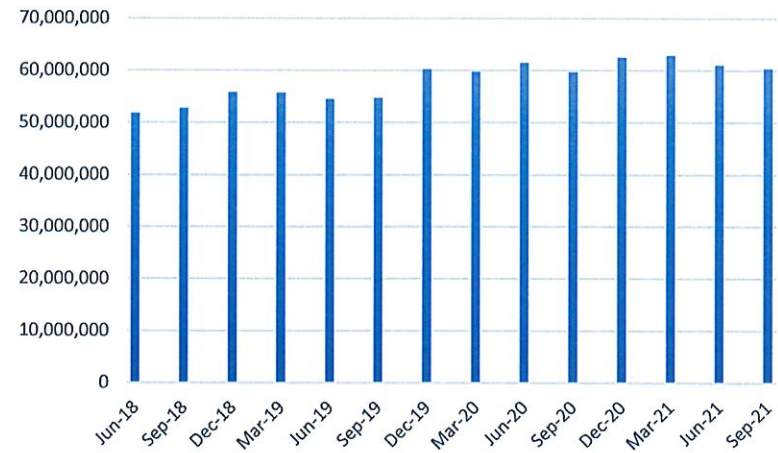
Investment Holdings
Investment Report
July 1, 2021 to September 30, 2021

Description	Yield	Maturity Date	Purchase Date	<u>September 30, 2021</u>		<u>June 30, 2021</u>		Qtr to Qtr Change
				Book Value	Market Value	Book Value	Market Value	
Independent Bank	0.55%	6/30/2021		\$ 35,234,416	\$ 35,234,416	\$ 34,012,526	\$ 34,012,526	\$ 1,221,890
Simmons Bank	0.14%	6/30/2021		\$ 1,228,323	\$ 1,228,323	\$ 1,227,309	\$ 1,227,309	\$ 1,014
TexPool	0.02%	6/30/2021		\$ 21,997,852	\$ 21,997,852	\$ 27,595,665	\$ 27,595,665	\$ (5,597,813)
Texas CLASS	0.50%	2/5/2021	8/5/2020	\$ 1,858,429	\$ 1,858,429	\$ -	\$ -	\$ 1,858,429
TOTAL				\$ 60,319,020	\$ 60,319,020	\$ 62,835,500	\$ 62,835,500	\$ (2,516,480)

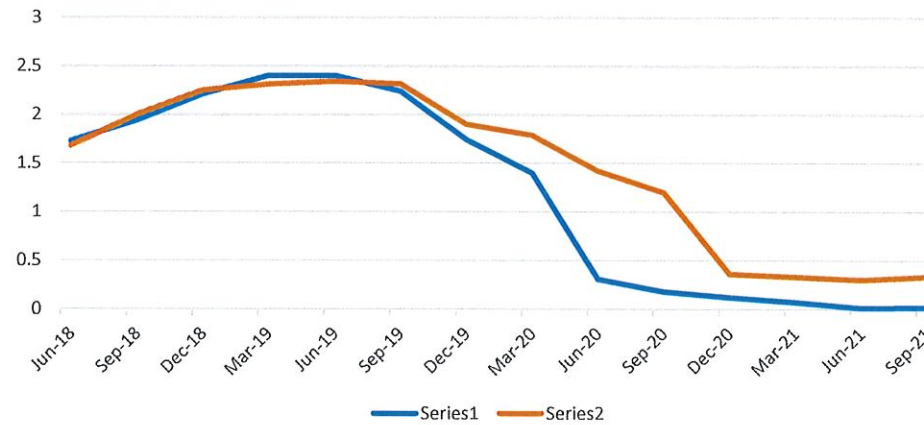
Portfolio Comparison



Total Portfolio



Total Portfolio Performance





Item No. 6.v.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute interlocal agreements by and between the City of Anna and CGMA partner cities for the purchase of treated potable drinking water from the Greater Texoma Utility Authority. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is a member of the Collin Grayson Municipal Alliance (CGMA), with the cities of Melissa, Van Alstyne, and Howe. The CGMA contracts with the Greater Texoma Utility Authority (GTUA) to purchase treated drinking water from North Texas Municipal Water District (NTMWD).

NTMWD requires all member and customer cities to agree to a "take-or-pay" system for the purchase of drinking water. The take-or-pay system requires the customer to purchase a fixed amount of water regardless of whether it is used. This fixed amount is based upon the highest amount of water historically used by the customer.

In order to prevent individual CGMA cities from having to increase their take-or-pay amount, the CGMA has instituted a water share program whereby CGMA cities can purchase unused water volumes from the other CGMA member cities. This program has been going on for several years, and has been very successful.

It is cheaper for Anna to purchase unused water from Van Alstyne, Howe, and Melissa's take-or-pay than it is to allow Anna's take-or-pay to increase. If Anna's take-or-pay were to increase, we would be permanently locked in to purchasing significantly more water at the full NTMWD rate (currently \$4.029/1,000 gallons). The CGMA water share program allows Anna to purchase the additional water we need at a rate of \$3.539/1,000 gallons, while allowing the other CGMA cities to not have to pay for the full cost of their unused water volume.

The program requires annual approval by the City Council, which is what this agenda item represents. The attached Resolution authorizes the City Manager to execute the necessary interlocal agreements and purchase the additional water needed for the City of Anna from Melissa, Howe, and Van Alstyne.

Exhibit A attached was prepared by CGMA's consultant, Don Pascal, who has completed all of the analysis and financial documentation required for the water share program.

Exhibit B attached is the ILA with the City of Howe.

Exhibit C attached is the ILA with the City of Van Alstyne.

Exhibit D attached is the ILA with the City of Melissa.

Staff recommends approval of this item as it is an annually re-recurring program which is highly beneficial to Anna neighbors and the City's ability to manage utility fund expenses.

FINANCIAL IMPACT:

The program saves Anna \$0.49 per 1,000 gallons of water for water volumes needed in excess of our take-or-pay, when compared to the standard NTMWD rate. The program also protects Anna from being required to increase our take-or-pay amount.

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. Res Anna Melissa VA Howe ILA for Water Purchase
2. Exhibit A - Buy Sell Program - Don Pascal - Report
3. Exhibit B - ILA Anna-Howe_CGMA Water
4. Exhibit C - ILA Anna-Van Alstyne_CGMA Water
5. Exhibit D - ILA Anna-Melissa_CGMA Water

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA AND THE CITIES OF MELISSA, HOWE, AND VAN ALSTYNE FOR THE PURCHASE OF A PORTION OF THE CITIES OF MELISSA'S, HOWE'S, AND VAN ALSTYNE'S CONTRACT MINIMUM WATER SUPPLY THROUGH THE GREATER TEXOMA UTILITY AUTHORITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO THE CITIES OF MELISSA, HOWE, AND VAN ALSTYNE FOR THE PURCHASE OF SAID ADDITIONAL WATER SUPPLY AS SET FORTH IN THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna and the Cities of Melissa, Howe, and Van Alstyne are all members of the Collin Grayson Municipal Alliance; and

WHEREAS, the Collin Grayson Municipal Alliance has a contract with the Greater Texoma Utility Authority for the purchase of water with agreed upon take or pay minimum volumes for each City; and

WHEREAS, the City of Anna is growing in both size and population, which is increasing the demand for water within the City; and

WHEREAS, it is in the public interest for the City of Anna to purchase a portion of the City of Melissa's, Howe's, and Van Alstyne's unused take or pay minimum volume in order to supply the City of Anna with the volume of water required to serve the public; and

WHEREAS, the purchase of a portion of the City of Melissa's, Howe's, and Van Alstyne's unused take or pay allows the City of Anna to prevent the automatic increase to their contractual take or pay minimum volume; and

WHEREAS, the Interlocal Agreements is attached hereto as Exhibit A, Exhibit B, and Exhibit C;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Interlocal Agreement and Authorization of Payment

The City Council of the City of Anna, Texas hereby approves the Interlocal Agreements attached hereto as Exhibit A, Exhibit B, and Exhibit C, and authorizes the City Manager to execute the Interlocal Agreements and approve payment for the purchase of a portion of the City of Melissa's, Howe's, and Van Alstyne's take or pay minimum volume of water.

PASSED AND APPROVED by the City Council of the City of Anna, Texas and to be effective this _____ day of December 2021.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

Exhibit A

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF HOWE, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM ANNUAL VOLUME OBLIGATION UNDER THE
GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE
WATER SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and the **CITY OF HOWE, TEXAS**, a Texas General Law City hereinafter referred to as "Howe", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Howe are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Howe to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2020-2021 ended July 31, 2021**, as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (heretofore referenced as Minimum Take or Pay) Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MAV and Anna is willing to purchase said unused portion of the MAV

as defined in this agreement and detailed in "Exhibit A" thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 20, 2021** memorandum titled "Sale of GTUA-CGMA Buy-Sell MAV to Participant City" attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and HOWE, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

This Agreement shall apply to the NTMWD water year ended **July 31, 2021** and shall be executed and consummated in full between **November 1, 2021 and January 31, 2022** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

**II.
AGREEMENT**

The Cities agree that HOWE shall transfer **30,446,800** gallons (**30,446.8** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2021**, and ANNA shall remit to HOWE a payment for said transfer of MAV at the rate of **\$3.539** per thousand gallons totaling in the sum of **\$107,751.18** as payment in full for said portion of HOWE's MAV. Following execution of this agreement, HOWE shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2022**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction before or by the stipulated date.

**III.
RESPONSIBILITIES OF THE PARTIES**

1. The respective City Councils of ANNA and HOWE shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. HOWE, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.
3. ANNA shall remit to HOWE the above stated payment for the transferred MAV water within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum annual volume to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume prior to the invoicing and payment phase (item III – 2 & 3 above).

IV. TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and HOWE herein recognize that the continuation of any contract after the termination of this Agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this Agreement, or should either City fail to execute this Agreement, there shall be no further commitment hereunder. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this Agreement may be processed per the GTUA-CGMA billing policy.

V. RELEASE AND HOLD HARMLESS

ANNA and HOWE, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, ANNA and HOWE agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI. AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

VII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

**VIII .
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**IX .
INTERPRETATION OF AGREEMENT**

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

**X .
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____
Jim Proce
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF VAN ALSTYNE, TEXAS

Date: _____

By: _____
Jeff Stanley
City Administrator

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Anna, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Howe, Texas**, a Texas General Law City, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A

Attach copy of **October 20, 2021** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: "Sale of GTUA-CGMA MAV to Participant City"

ILA for MAV Transfer Agreement for 2021 Water Year - Page 6

Exhibit B

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF VAN ALSTYNE, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM ANNUAL VOLUME OBLIGATION UNDER THE
GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE
WATER SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and the **CITY OF VAN ALSTYNE, TEXAS**, a Texas General Law City hereinafter referred to as "Van Alstyne", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Van Alstyne are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Van Alstyne to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2020-2021 ended July 31, 2021**, as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (heretofore referenced as Minimum Take or Pay) Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MAV and Anna is willing to purchase said unused portion of the MAV

as defined in this agreement and detailed in "Exhibit A" thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 20, 2021** memorandum titled "Sale of GTUA-CGMA Buy-Sell MAV to Participant City" attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and VAN ALSTYNE, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

This Agreement shall apply to the NTMWD water year ended **July 31, 2021** and shall be executed and consummated in full between **November 1, 2021 and January 31, 2022** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II. AGREEMENT

The Cities agree that VAN ALSTYNE shall transfer **30,446,800** gallons (**30,446.8** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2021** and ANNA shall remit to VAN ALSTYNE a payment for said transfer of MAV at the rate of **\$3.539** per thousand gallons totaling in the sum of **\$107,751.22** as payment in full for said portion of VAN ALSTYNE's MAV. Following execution of this agreement, VAN ALSTYNE shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2022**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction before or by the stipulated date.

III. RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and VAN ALSTYNE shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. VAN ALSTYNE, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.
3. ANNA shall remit to VAN ALSTYNE the above stated payment for the transferred MAV water within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum annual volume to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume prior to the invoicing and payment phase (item III – 2 & 3 above).

IV. TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. ANNA and VAN ALSTYNE herein recognize that the continuation of any contract after the termination of this Agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this Agreement, there shall be no further commitment hereunder. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this Agreement may be processed per the GTUA-CGMA billing policy.

V. RELEASE AND HOLD HARMLESS

Anna and Van Alstyne, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Van Alstyne agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI. AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

VII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

**VIII.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**IX.
INTERPRETATION OF AGREEMENT**

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

**X. .
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XI. .
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____
Jim Proce
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF VAN ALSTYNE, TEXAS

Date: _____

By: _____
Lane Jones
City Manager

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Anna, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Van Alstyne, Texas**, a Texas General Law City, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A

Attach copy of **October 20, 2021** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: "Sale of GTUA-CGMA MAV to Participant City"

ILA for MAV Transfer Agreement for 2021 Water Year - Page 6

Exhibit C

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF MELISSA, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM ANNUAL VOLUME OBLIGATION UNDER THE
GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE
WATER SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and the **CITY OF MELISSA, TEXAS**, a Texas Home Rule Municipal Corporation hereinafter referred to as "Melissa", collectively referred to herein as the "Cities", as follows:

WITNESSETH:

WHEREAS, both Anna and Melissa are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Melissa to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2020-2021 ended July 31, 2021**, as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (heretofore referenced as Minimum Take or Pay) Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MAV and Anna is willing to purchase said unused portion of the MAV

as defined in this agreement and detailed in "Exhibit A" thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 20, 2021** memorandum titled "Sale of GTUA-CGMA Buy-Sell MAV to Participant City" attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and MELISSA, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

This Agreement shall apply to the NTMWD water year ended **July 31, 2021** and shall be executed and consummated in full between **November 1, 2021 and January 31, 2022** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

**II.
AGREEMENT**

The Cities agree that MELISSA shall transfer **56,759,000** gallons (**56,759.0** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2021** and ANNA shall remit to MELISSA a payment for said transfer of MAV at the rate of **\$3.539** per thousand gallons totaling in the sum of **\$200,873.37** as payment in full for said portion of MELISSA's MAV. Following execution of this agreement, MELISSA shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2022**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction before or by the stipulated date.

**III.
RESPONSIBILITIES OF THE PARTIES**

1. The respective City Councils of ANNA and MELISSA shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. MELISSA, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.
3. ANNA shall remit to MELISSA the above stated payment for the transferred MAV water within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum annual volume to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume prior to the invoicing and payment phase (item III – 2 & 3 above).

**IV.
TERMINATION**

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and MELISSA herein recognize that the continuation of any contract after the termination of this agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this agreement, there shall be no further commitment hereunder. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this agreement may be processed per the GTUA-CGMA billing policy.

**V.
RELEASE AND HOLD HARMLESS**

Anna and Melissa, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Melisa agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VI.
AUTHORITY TO SIGN**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____

Jim Proce
City Manager

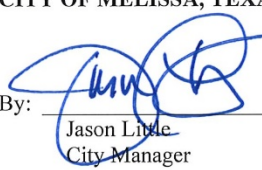
APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF MELISSA, TEXAS

Date: 11/1/2021

By: _____


Jason Little
City Manager

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____,
2021, by _____, _____ of the **City of Anna, Texas**, a Texas
Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1st day of November
2021, by Jason Little, City Manager, of the **City of Melissa, Texas**, a
Texas Home-Rule Municipal Corporation, on behalf of said municipality.



Kacie L. Galyon
Notary Public, State of Texas

Exhibit A

Attach copy of **October 20, 2021** memorandum from Donald E. Paschal, Jr. to CGMA Mayors
and City Managers regarding the subject: "Sale of GTUA-CGMA MAV to Participant City"

ILA for MAV Transfer Agreement for 2021 Water Year - Page 6

DONALD E. PASCHAL, JR.

**904 Parkwood Court McKinney, TX 75070 Tel. & FAX 972.529.1325
email: don@paschalconsulting.com**

To: CGMA City Managers and Mayors

Subject: "Sale of GTUA-CGMA Buy-Sell MAV to Participant City Report"
with Buy-Sell Program Concept Changes / Revisions

Date: October 8, 2021 - Revised October 20, 2021

Buy-Sell Concept Overview:

GTUA-CGMA Cities have engaged the Minimum Take or Pay (MT/P) or Minimum Annual Volume (MAV) Buy-Sale Concept since October 2011. The process of the Buy-Sale Concept involved receipt of an annual report and a recommendation from Consultant (Don Paschal), followed by authorizing Resolutions and ultimately Interlocal Agreements between the CGMA City Participants. The purpose was to allow Cities using more than their MAV (formerly MT/P) to purchased unused MAV from Cities using less than their annual minimum amount. The selling City recouped a portion of their purchased MAV and the purchasing City purchased an amount of other cities unused water up to the amount of overage of Additional Water used needed the purchasing city at a formula rate that was less than the contract cost of the additional water if purchased from the GTUA-CGMA System. The purchased water was then reduced from the calculated MAV for the following year, thus both selling and buying Cities received benefit. Buy-Sell water was through the referenced interlocal agreement between the cities and thus not a component in which GTUA either blessed or managed the process other than documenting the adjustment to future MAV of the buying Cities.

The purpose of this Communication to the Cities is to advise all CGMA participants that the Buy-Sell Program has been impacted by the Contract Entity agreement implemented this past year by NTMWD with GTUA and most other Contract Entities and to set forth the most straight forward interpretation how the Buy-Sale Agreement Program can be continued. It is believed that each Participant City should be advised of the Program Implementation changes contemplated before crafting the final program for Cities to act on. The final Buy-Sale Agreements Based on Participant City input will be ready for review by City Staff and subsequent CGMA Board recommendation for action to the CGMA Participant Cities. There could be adjustments to the concept details as more information is gathered.

Concept Modifications Contemplated:

The following summarizes the concepts and proposed actions for Buy-Sell Program modifications:

- **Historical 2011 thru 2020 Program & Summary of Proposed Program Modifications**
 - Based on prior year precedents, a member City which took water beyond its MAV may acquire a portion of the unused MT/P from other CGMA member City or Cities. Such acquisition allows the

selling City to recoup some of the cost of the MAV (formerly MT/P) paid during the water year (ending on July 31 of a given year) for an established discounted price.

This practice is recommended for continuation with adjustments as detailed below.

- The current change is that the established price **no longer has a NTMWD Excess Water Rate to use for consideration in calculating the established buy-sell price**. The NTMWD base contract provides for **Additional Water vol over MAV, to be purchased by Cities at the annual water rate set by NTMWD plus the GTUA-CGMA cost components set by CGMA Policy**. The NTMWD Customer Contract, implemented with the 2021 Water Year provides that Contract & member Cities (entities) pay the full water rate for Additional Water (at least until such time as The District reinstates some form of excess or discounted additional water policy). **Therefore, based on the 2020 Customer contract, buying Cities shall pay the established water year rate for Additional Water taken over the MAV**. This would require cities using more than the MAV to pay the annually established MAV water rate for volumes over the MAV.

However, the CGMA-GTUA (group) system, which NTMWD considers as a single MAV purchase by GTUA, provides the opportunity for unused water by some participants to sell their unused MAV to a participant using more than its established MAV for a given water year.

- **Basis for buy-sell rate calculation** – GTUA received an advisory notice of failure to reach the MAV volume from NTMWD that totaled 9,986 K gallons or MAV not used. The notice was accompanied by a small check refunding \$0.49 / K gallons totaling \$4,893.14. That refund amount will be shared **proportionately** (ratio of each underusing City to aggregate CGMA underuse) **by underusing Cities (those not using their full MAV)**. **The NTMWD refund is based on The District policy to rebate the amount of District cost saved by underuse through avoidance of costs for pumping electricity and unused chemicals, both of which would have been required to treat the water if pumped.**

Therefore, it is proposed that:

The GTUA-CGMA buy-sell cost calculations should be adjusted to apply the discount appropriately and to consider any impact on the buy-sell program as the result of District policy discounting (refunding) for the cost avoidance of electricity and chemicals not required due to underuse of MAV. This discount policy is the most rational provision available to serve as a method to discount the buy-sell water in that it is a District wide policy that is set by an independent entity (NTMWD) as opposed to CGMA independently fabricating a mechanism. It is important that:

- a. there be a benefit that induces the Buying Participants to purchase unused MAV from Selling Participants, and
- b. it is rational that Participants not using all their allocated MAV bear some cost exposure.
- c. This proposal provides the buyers the purchased amount of unused MAV at an approximate 12.5% discount with the Sellers having the same approximate 12.5% loss.
- d. Additionally, the buyer Participant(s) will continue to receive credit for the purchase of unused MAV volume reducing their subsequent year MAV by the purchase volume. This also allows the aggregate CGMA MAV to match the calculated GTUA MAV as calculated by NTMWD.
- e. **The Policy provision will be that the Selling Participants discount the water under the Buy-Sell agreements by the cost savings The District annually calculates as the cost**

of electricity and chemicals. For the 2020-21 Water Year (hereinafter “WY”), that amount was \$0.49 / K gallons

- **The Policy provision will be: the Selling Participants discounted price for the water being sold under the Buy-Sell agreements shall be based on the cost savings NTMWD annually calculates as the cost avoidance for electricity and chemicals not required due to under use of the established MAV for the collective CGMA group.** Unused group MAV will be proportionately shared among Participant’s individual under use of Entity MAV allowing individual entity remaining unused MAV to be sold through the Buy-Sell Program and discounted to the Buying Participant. For the 2020-21 Water Year, the discount (refund) was \$0.49 / K gallons . **It is recommended that buying Participants shall continue to receive full credit for water purchased from Selling Participants as has been the historic practice and policy.**
- It is possible that an overusing City may have used more water in excess of its MAV than available from at the Selling Cities; in such case, said city shall pay the GTUA-CGMA system full rate for the Water Year based on billing after all true up volume data is validated by NTMWD and GTUA. Such was not the case for the 2021 WY.
Therefore, to assure clarity, the Buying City is responsible for:
 1. Purchasing it’s full share of MAV as billed for the WY by GTUA.
 2. Purchasing available or agreed portion of unused MAV water from selling City or Cities.
 3. Purchasing any additional water taken beyond said Participant’s MAV plus any unused MAV purchased from Selling Participants; the cost for this volume shall be the full established rate for the subject water year as a true up at the end of the water year when volumes are validated by both GTUA and NTMWD.
 4. Additionally, purchasing City will receive a credit applied to the subsequent Water Year MAV thus reducing the subsequent year MAV by the volume purchased from Selling Cities.
- **Staff recommends the above methodology which provides:**
 1. Transparency in source of applicable rate and discount amount
 2. Avoids conflicting accounting for short -term issues by charging the annually charged rates, and
 3. **Maintaining the credit for subsequent year MAV volume.** Back testing has indicated consistency with audit validity with NTMWD volumes and the collective GTUA MAV while maintaining full accounting audit capabilities.
- The following tables illustrate the funding methodologies and the resulting buy – sell amounts for the 2020-21 water year which started August 1, 2020 and ended July 31, 2021.

2020-21 WY customer rate data

All Entities	CGMA MAV water / K gal (1000 gal units)	NTMWD Discount / refund Policy for unused MAV	Net Buy-Sell Program Rate
rates	\$4.029	\$0.49	\$3.539

Proportionate Share Use: MAV available to be sold to Excess use City for 2020-21 water year

MAV (in K Gal)	Melissa	Anna	Van Alstyne	Howe
MAV water (all in K gallons)	403,845	381,399	59,313	59,313.
Total water Used, including share of flushing, maint wtr	342,267	499,052	26,282	36,282
Unused MAV Tot = 127,640	(61,578)	0	(33,031)	(33,031)
Use over MAV		117,654 note: less than CGMA Total Unused		

2020-21 Proposed MAV Sale Amt (apportioned among Seller Cities) to buyer Cities

Item	Melissa	Van Alstyne	Howe
K gallons offered for sale / purchase Tot Volume 117,654	56,759	30,446.8	30,446.8
Total amount of sale by / purchase @ \$3.539. / K gal from	\$200,873.37	\$ \$107,751.18	\$107,751.18
Unused MAV beyond Sell amt 9,986 K gal Shared equally by Seller Cities	4,817.6	2,584.2	2,584.2
Share of NTMWD MAV refund Total \$ amt: \$4,893.14	\$2,360.62	\$1,266.26	\$1,266.26

2020-21 Proposed MT-P Purchase Amt

Item	From Melissa	From Van Alstyne	From Howe
Anna: Purchase in K Gallons 117,654 K gal	56,759 K gal	30,446.8 K gal	30,446.8 K gal
Anna Purchase \$ amt: \$416,375.74 based on purchase at \$3.539 / K gal	\$200,873.37	\$107,721.18	\$107,721.18

Thus, the purchase of unused MT/P from each Seller City by Anna is shown above resulting in a **total purchase of unused MAV of \$416,375.74.**

Note that the amount refunded by NTMWD to GTUA represents the volume of system MAV that was under the Water year required volume; that volume at \$0.49 / K gallons will be credited to the three under using Cities based on their respective under use as a percent of their respective MAV for the 2020-21 WY.

This program is not regulated or controlled by GTUA but has been developed by the CGMA Facilitator as an Interlocal-Agreement among CGMA participating cities for the benefit of the participants with GTUA recognizing the cooperative arrangement between the Cities and reducing the Buying Cities subsequent year MAV by the volume purchased through the Interlocal Agreements between Buyer and Seller Cities. MAV obligations are paid by all cities in equal monthly payments beginning in October and concluding in September of each fiscal / budget year for the MAV as set for the water year beginning August 1 of each year based on the adjusted consumption in the prior water year ending July 31. A true up of additional water volumes over MAV is charged upon final determination of actual volumes based on both NTMWD and GTUA records.

Participation in this program is not a requirement, but a choice that each participant determines independently. It is noted that the Buying City would have to pay the established water rate for the water year if this option were not available. However, the program allows:

1. Selling Cities to recoup a portion of the funds already spent for their required MAV; and for
2. Purchasing Cities to pay for water actually used at a discounted price and which allows said Purchasing City to reduce their respective MAV for the subsequent year to a lower level.
3. Cities should remember that regardless of where its consumption is for any yeareither a buyer or seller of unused MAV, that position could be changed as growth and water consumption impacts each Participant differently in future years.

It is anticipated that this program will be presented to the CGMA Board for review at the October 26, 2021, CGMA Board meeting. A recommendation will be made by Staff at that meeting; however, while this report is Staff prepared and recommended, a formal recommendation will not be made until the final agenda and meeting summary is prepared the week before the meeting to allow time for City Managers and the respective City staffs to review and comment.

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF HOWE, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM ANNUAL VOLUME OBLIGATION UNDER THE
GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE
WATER SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and the **CITY OF HOWE, TEXAS**, a Texas General Law City hereinafter referred to as "Howe", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Howe are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Howe to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2020-2021 ended July 31, 2021**, as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (heretofore referenced as Minimum Take or Pay) Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MAV and Anna is willing to purchase said unused portion of the MAV

as defined in this agreement and detailed in “Exhibit A” thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 20, 2021** memorandum titled “Sale of GTUA-CGMA Buy-Sell MAV to Participant City” attached hereto for reference and labeled “Exhibit A”.

NOW, THEREFORE, ANNA and HOWE, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

This Agreement shall apply to the NTMWD water year ended **July 31, 2021** and shall be executed and consummated in full between **November 1, 2021 and January 31, 2022** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II. AGREEMENT

The Cities agree that HOWE shall transfer **30,446,800** gallons (**30,446.8** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2021**, and ANNA shall remit to HOWE a payment for said transfer of MAV at the rate of **\$3.539** per thousand gallons totaling in the sum of **\$107,751.18** as payment in full for said portion of HOWE’s MAV. Following execution of this agreement, HOWE shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2022**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction before or by the stipulated date.

III. RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and HOWE shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. HOWE, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.
3. ANNA shall remit to HOWE the above stated payment for the transferred MAV water within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum annual volume to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume prior to the invoicing and payment phase (item III – 2 & 3 above).

IV. TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and HOWE herein recognize that the continuation of any contract after the termination of this Agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this Agreement, or should either City fail to execute this Agreement, there shall be no further commitment hereunder. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this Agreement may be processed per the GTUA-CGMA billing policy.

V. RELEASE AND HOLD HARMLESS

ANNA and HOWE, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, ANNA and HOWE agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI. AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

VII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

VIII . VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

IX . INTERPRETATION OF AGREEMENT

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

X . REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____

Jim Proce
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF VAN ALSTYNE, TEXAS

Date: _____

By: _____

Jeff Stanley
City Administrator

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Anna, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____, of the **City of Howe, Texas**, a Texas General Law City, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A

Attach copy of **October 20, 2021** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: “Sale of GTUA-CGMA MAV to Participant City”

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF VAN ALSTYNE, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM ANNUAL VOLUME OBLIGATION UNDER THE
GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE
WATER SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and the **CITY OF VAN ALSTYNE, TEXAS**, a Texas General Law City hereinafter referred to as "Van Alstyne", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Van Alstyne are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Van Alstyne to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2020-2021 ended July 31, 2021**, as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (heretofore referenced as Minimum Take or Pay) Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MAV and Anna is willing to purchase said unused portion of the MAV

as defined in this agreement and detailed in “Exhibit A” thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 20, 2021** memorandum titled “Sale of GTUA-CGMA Buy-Sell MAV to Participant City” attached hereto for reference and labeled “Exhibit A”.

NOW, THEREFORE, ANNA and VAN ALSTYNE, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

This Agreement shall apply to the NTMWD water year ended **July 31, 2021** and shall be executed and consummated in full between **November 1, 2021 and January 31, 2022** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II. AGREEMENT

The Cities agree that VAN ALSTYNE shall transfer **30,446,800** gallons (**30,446.8** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2021** and ANNA shall remit to VAN ALSTYNE a payment for said transfer of MAV at the rate of **\$3.539** per thousand gallons totaling in the sum of **\$107,751.22** as payment in full for said portion of VAN ALSTYNE’s MAV. Following execution of this agreement, VAN ALSTYNE shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2022**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction before or by the stipulated date.

III. RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and VAN ALSTYNE shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. VAN ALSTYNE, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.
3. ANNA shall remit to VAN ALSTYNE the above stated payment for the transferred MAV water within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum annual volume to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume prior to the invoicing and payment phase (item III – 2 & 3 above).

IV. TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. ANNA and VAN ALSTYNE herein recognize that the continuation of any contract after the termination of this Agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this Agreement, there shall be no further commitment hereunder. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this Agreement may be processed per the GTUA-CGMA billing policy.

V. RELEASE AND HOLD HARMLESS

Anna and Van Alstyne, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Van Alstyne agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI. AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

VII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

VIII. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

IX. INTERPRETATION OF AGREEMENT

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

X. . REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XI. . SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____

Jim Proce
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF VAN ALSTYNE, TEXAS

Date: _____

By: _____

Lane Jones
City Manager

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Anna, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____, of the **City of Van Alstyne, Texas**, a Texas General Law City, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A

Attach copy of **October 20, 2021** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: “Sale of GTUA-CGMA MAV to Participant City”

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF MELISSA, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM ANNUAL VOLUME OBLIGATION UNDER THE
GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE
WATER SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and the **CITY OF MELISSA, TEXAS**, a Texas Home Rule Municipal Corporation hereinafter referred to as "Melissa", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Melissa are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Melissa to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2020-2021 ended July 31, 2021**, as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (heretofore referenced as Minimum Take or Pay) Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MAV and Anna is willing to purchase said unused portion of the MAV

as defined in this agreement and detailed in "Exhibit A" thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 20, 2021** memorandum titled "Sale of GTUA-CGMA Buy-Sell MAV to Participant City" attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and MELISSA, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

This Agreement shall apply to the NTMWD water year ended **July 31, 2021** and shall be executed and consummated in full between **November 1, 2021 and January 31, 2022** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II. AGREEMENT

The Cities agree that MELISSA shall transfer **56,759,000** gallons (**56,759.0** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2021** and ANNA shall remit to MELISSA a payment for said transfer of MAV at the rate of **\$3.539** per thousand gallons totaling in the sum of **\$200,873.37** as payment in full for said portion of MELISSA's MAV. Following execution of this agreement, MELISSA shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2022**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction before or by the stipulated date.

III. RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and MELISSA shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. MELISSA, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.
3. ANNA shall remit to MELISSA the above stated payment for the transferred MAV water within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum annual volume to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume prior to the invoicing and payment phase (item III – 2 & 3 above).

IV.

TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and MELISSA herein recognize that the continuation of any contract after the termination of this agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this agreement, there shall be no further commitment hereunder. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this agreement may be processed per the GTUA-CGMA billing policy.

V.

RELEASE AND HOLD HARMLESS

Anna and Melissa, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Melisa agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI.

AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

IX.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

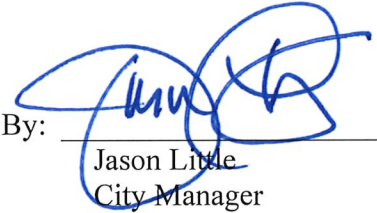
By: _____
Jim Proce
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF MELISSA, TEXAS

Date: 11/1/2021

By: _____

Jason Little
City Manager

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the **City of Anna, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1st day of November 2021, by Jason Little, City Manager, of the **City of Melissa, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.



Kacie L. Galyon
Notary Public, State of Texas

Exhibit A

Attach copy of **October 20, 2021** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: "Sale of GTUA-CGMA MAV to Participant City"

DONALD E. PASCHAL, JR.

904 Parkwood Court McKinney, TX 75070 Tel. & FAX 972.529.1325
email: don@paschalconsulting.com

To: CGMA City Managers and Mayors

Subject: "Sale of GTUA-CGMA Buy-Sell MAV to Participant City Report"
with Buy-Sell Program Concept Changes / Revisions

Date: October 8, 2021 - Revised October 20, 2021

Buy-Sell Concept Overview:

GTUA-CGMA Cities have engaged the Minimum Take or Pay (MT/P) or Minimum Annual Volume (MAV) Buy-Sale Concept since October 2011. The process of the Buy-Sale Concept involved receipt of an annual report and a recommendation from Consultant (Don Paschal), followed by authorizing Resolutions and ultimately Interlocal Agreements between the CGMA City Participants. The purpose was to allow Cities using more than their MAV (formerly MT/P) to purchase unused MAV from Cities using less than their annual minimum amount. The selling City recouped a portion of their purchased MAV and the purchasing City purchased an amount of other cities unused water up to the amount of overage of Additional Water used needed the purchasing city at a formula rate that was less than the contract cost of the additional water if purchased from the GTUA-CGMA System. The purchased water was then reduced from the calculated MAV for the following year, thus both selling and buying Cities received benefit. Buy-Sell water was through the referenced interlocal agreement between the cities and thus not a component in which GTUA either blessed or managed the process other than documenting the adjustment to future MAV of the buying Cities.

The purpose of this Communication to the Cities is to advise all CGMA participants that the Buy-Sell Program has been impacted by the Contract Entity agreement implemented this past year by NTMWD with GTUA and most other Contract Entities and to set forth the most straight forward interpretation how the Buy-Sale Agreement Program can be continued. It is believed that each Participant City should be advised of the Program Implementation changes contemplated before crafting the final program for Cities to act on. The final Buy-Sale Agreements Based on Participant City input will be ready for review by City Staff and subsequent CGMA Board recommendation for action to the CGMA Participant Cities. There could be adjustments to the concept details as more information is gathered.

Concept Modifications Contemplated:

The following summarizes the concepts and proposed actions for Buy-Sell Program modifications:

- **Historical 2011 thru 2020 Program & Summary of Proposed Program Modifications**
 - Based on prior year precedents, a member City which took water beyond its MAV may acquire a portion of the unused MT/P from other CGMA member City or Cities. Such acquisition allows the

selling City to recoup some of the cost of the MAV (formerly MT/P) paid during the water year (ending on July 31 of a given year) for an established discounted price.

This practice is recommended for continuation with adjustments as detailed below.

- The current change is that the established price **no longer has a NTMWD Excess Water Rate to use for consideration in calculating the established buy-sell price**. The NTMWD base contract provides for **Additional Water vol over MAV, to be purchased by Cities at the annual water rate set by NTMWD plus the GTUA-CGMA cost components set by CGMA Policy**. The NTMWD Customer Contract, implemented with the 2021 Water Year provides that Contract & member Cities (entities) pay the full water rate for Additional Water (at least until such time as The District reinstates some form of excess or discounted additional water policy). **Therefore, based on the 2020 Customer contract, buying Cities shall pay the established water year rate for Additional Water taken over the MAV**. This would require cities using more than the MAV to pay the annually established MAV water rate for volumes over the MAV.

However, the CGMA-GTUA (group) system, which NTMWD considers as a single MAV purchase by GTUA, provides the opportunity for unused water by some participants to sell their unused MAV to a participant using more than its established MAV for a given water year.

- **Basis for buy-sell rate calculation** – GTUA received an advisory notice of failure to reach the MAV volume from NTMWD that totaled 9,986 K gallons or MAV not used. The notice was accompanied by a small check refunding \$0.49 / K gallons totaling \$4,893.14. That refund amount will be shared **proportionately** (ratio of each underusing City to aggregate CGMA underuse) **by underusing Cities (those not using their full MAV)**. **The NTMWD refund is based on The District policy to rebate the amount of District cost saved by underuse through avoidance of costs for pumping electricity and unused chemicals, both of which would have been required to treat the water if pumped.**

Therefore, it is proposed that:

The GTUA-CGMA buy-sell cost calculations should be adjusted to apply the discount appropriately and to consider any impact on the buy-sell program as the result of District policy discounting (refunding) for the cost avoidance of electricity and chemicals not required due to underuse of MAV. This discount policy is the most rational provision available to serve as a method to discount the buy-sell water in that it is a District wide policy that is set by an independent entity (NTMWD) as opposed to CGMA independently fabricating a mechanism. It is important that:

- a. there be a benefit that induces the Buying Participants to purchase unused MAV from Selling Participants, and
- b. it is rational that Participants not using all their allocated MAV bear some cost exposure.
- c. This proposal provides the buyers the purchased amount of unused MAV at an approximate 12.5% discount with the Sellers having the same approximate 12.5% loss.
- d. Additionally, the buyer Participant(s) will continue to receive credit for the purchase of unused MAV volume reducing their subsequent year MAV by the purchase volume. This also allows the aggregate CGMA MAV to match the calculated GTUA MAV as calculated by NTMWD.
- e. **The Policy provision will be that the Selling Participants discount the water under the Buy-Sell agreements by the cost savings The District annually calculates as the cost**

of electricity and chemicals. For the 2020-21 Water Year (hereinafter "WY"), that amount was \$0.49 / K gallons

- **The Policy provision will be: the Selling Participants discounted price for the water being sold under the Buy-Sell agreements shall be based on the cost savings NTMWD annually calculates as the cost avoidance for electricity and chemicals not required due to under use of the established MAV for the collective CGMA group.** Unused group MAV will be proportionately shared among Participant's individual under use of Entity MAV allowing individual entity remaining unused MAV to be sold through the Buy-Sell Program and discounted to the Buying Participant. For the 2020-21 Water Year, the discount (refund) was \$0.49 / K gallons . **It is recommended that buying Participants shall continue to receive full credit for water purchased from Selling Participants as has been the historic practice and policy.**
- It is possible that an overusing City may have used more water in excess of its MAV than available from at the Selling Cities; in such case, said city shall pay the GTUA-CGMA system full rate for the Water Year based on billing after all true up volume data is validated by NTMWD and GTUA. Such was not the case for the 2021 WY.
Therefore, to assure clarity, the Buying City is responsible for:
 1. Purchasing it's full share of MAV as billed for the WY by GTUA.
 2. Purchasing available or agreed portion of unused MAV water from selling City or Cities.
 3. Purchasing any additional water taken beyond said Participant's MAV plus any unused MAV purchased from Selling Participants; the cost for this volume shall be the full established rate for the subject water year as a true up at the end of the water year when volumes are validated by both GTUA and NTMWD.
 4. Additionally, purchasing City will receive a credit applied to the subsequent Water Year MAV thus reducing the subsequent year MAV by the volume purchased from Selling Cities.
- **Staff recommends the above methodology which provides:**
 1. Transparency in source of applicable rate and discount amount
 2. Avoids conflicting accounting for short -term issues by charging the annually charged rates, and
 3. **Maintaining the credit for subsequent year MAV volume.** Back testing has indicated consistency with audit validity with NTMWD volumes and the collective GTUA MAV while maintaining full accounting audit capabilities.
- The following tables illustrate the funding methodologies and the resulting buy – sell amounts for the 2020-21 water year which started August 1, 2020 and ended July 31, 2021.

2020-21 WY customer rate data

All Entities	CGMA MAV water / K gal (1000 gal units)	NTMWD Discount / refund Policy for unused MAV	Net Buy-Sell Program Rate
rates	\$4.029	\$0.49	\$3.539

Proportionate Share Use: MAV available to be sold to Excess use City for 2020-21 water year

MAV (in K Gal)	Melissa	Anna	Van Alstyne	Howe
MAV water (all in K gallons)	403,845	381,399	59,313	59,313.
Total water Used, including share of flushing, maint wtr	342,267	499,052	26,282	36,282
Unused MAV Tot = 127,640	(61,578)	0	(33,031)	(33,031)
Use over MAV		117,654 note: less than CGMA Total Unused		

2020-21 Proposed MAV Sale Amt (apportioned among Seller Cities) to buyer Cities

Item	Melissa	Van Alstyne	Howe
K gallons offered for sale / purchase Tot Volume 117,654	56,759	30,446.8	30,446.8
Total amount of sale by / purchase @ \$3.539. / K gal from	\$200,873.37	\$107,721.18	\$107,751.18
Unused MAV beyond Sell amt 9,986 K gal Shared equally by Seller Cities	4,817.6	2,584.2	2,584.2
Share of NTMWD MAV refund Total \$ amt: \$4,893.14	\$2,360.62	\$1,266.26	\$1,266.26

2020-21 Proposed MT-P Purchase Amt

Item	From Melissa	From Van Alstyne	From Howe
Anna: Purchase in K Gallons 117,654 K gal	56,759 K gal	30,446.8 K gal	30,446.8 K gal
Anna Purchase \$ amt: \$416,375.74 based on purchase at \$3.539 / K gal	\$200,873.37	\$107,721.18	\$107,721.18

Thus, the purchase of unused MT/P from each Seller City by Anna is shown above resulting in a **total purchase of unused MAV of \$416,375.74.**

Note that the amount refunded by NTMWD to GTUA represents the volume of system MAV that was under the Water year required volume; that volume at \$0.49 / K gallons will be credited to the three under using Cities based on their respective under use as a percent of their respective MAV for the 2020-21 WY.

This program is not regulated or controlled by GTUA but has been developed by the CGMA Facilitator as an Interlocal-Agreement among CGMA participating cities for the benefit of the participants with GTUA recognizing the cooperative arrangement between the Cities and reducing the Buying Cities subsequent year MAV by the volume purchased through the Interlocal Agreements between Buyer and Seller Cities. MAV obligations are paid by all cities in equal monthly payments beginning in October and concluding in September of each fiscal / budget year for the MAV as set for the water year beginning August 1 of each year based on the adjusted consumption in the prior water year ending July 31. A true up of additional water volumes over MAV is charged upon final determination of actual volumes based on both NTMWD and GTUA records.

Participation in this program is not a requirement, but a choice that each participant determines independently. It is noted that the Buying City would have to pay the established water rate for the water year if this option were not available. However, the program allows:

1. Selling Cities to recoup a portion of the funds already spent for their required MAV; and for
2. Purchasing Cities to pay for water actually used at a discounted price and which allows said Purchasing City to reduce their respective MAV for the subsequent year to a lower level.
3. Cities should remember that regardless of where its consumption is for any yeareither a buyer or seller of unused MAV, that position could be changed as growth and water consumption impacts each Participant differently in future years.

It is anticipated that this program will be presented to the CGMA Board for review at the October 26, 2021, CGMA Board meeting. A recommendation will be made by Staff at that meeting; however, while this report is Staff prepared and recommended, a formal recommendation will not be made until the final agenda and meeting summary is prepared the week before the meeting to allow time for City Managers and the respective City staffs to review and comment.



Item No. 6.w.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the purchase of utility maintenance equipment as adopted in the City of Anna FY2022 Annual Budget. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The FY 2022 City of Anna Annual Budget included the purchase of utility maintenance equipment for use in the Public Works Department to maintain water and sanitary sewer infrastructure in the community. The budget included the purchase of the following items:

1. Valve Maintenance Trailer and Equipment (Exhibit A) - \$81,105.12
 - This trailer and equipment provides the tools necessary for the safe, efficient, and thorough maintenance of all water valves in the City of Anna.
 - The Valve Maintenance Trailer will be utilized by the Utility Division of Public Works to maintain and exercise all water system valves in the City on an annual basis.
 - Properly maintained and functioning valves are essential to a well-run public water system. They allow for the city to isolate sections of water main during main breaks and new connections, minimizing the number of homes and businesses who go without water while repairs are being made.
 - This equipment will extend the life of water valves, resulting in long-term cost savings as fewer valves will need to be replaced each year.
2. Sewer Jet Trailer (Exhibit B) - \$57,270.40
 - A sewer jet trailer is used to clear blockages and backups in sewer mains and laterals. The jet trailer provides a high pressure stream of water which can clear debris, grease, and solids which cause backups to sewer systems.
 - The City has an existing jet trailer which is past its service life and is in poor condition. It no longer provides the necessary jet pressure and reliability required for the maintenance and operation of the City sewer system.
 - A well-functioning sewer jet trailer is extremely useful when maintaining the many sewer mains which are located away from roads and in easements on private property. - A jet trailer pulled by a work truck minimizes property damage and provides better all weather access versus larger vac/jet trucks, which are significantly heavier, less maneuverable, and limited in off-road capability.
3. Insert-A-Valve Trailer (Exhibit C) - \$93,300.00
 - The City has multiple sections of the City which are served by old water mains,

which were often installed without the proper number of valves needed to isolate segments of the system. When a main break occurs in these locations, the city must shut water off to larger areas, putting more homes and businesses out of water. The other option is to work on the main break "hot," while the main is still pushing water - which can be dangerous. This also results in significant volumes of wasted water, which the city purchases from North Texas Municipal Water District. A final option is to install an insert-a-valve, a unique project which allows a new water valve to be inserted into an active water main.

- Historically, the City has utilized a 3rd party contractor to provide and install an insert-a-valve in these situations where a valve is needed in a critical location but does not exist. This can typically cost between \$8,000 - \$15,000, depending upon the size of the water main.

- Purchasing this trailer will allow staff to install insert-a-valves as needed, resulting in a faster response, less wasted water, and less time for neighbors and businesses to go without water. It will also allow the City to be more pro-active and install valves in locations where we know valves are needed prior to an emergency occurring, at a much lower cost.

- This equipment will pay for itself through the installation of just 10-12 valves, resulting in an ROI of less than 3 years.

All three of these items were included in the adopted budget for the Utility Fund as a part of the City's annual budget process. As such, recommends approval on the Consent Agenda. Since each of these items exceed \$50,000 in cost, staff is required to bring the final costs to the Council for specific approval.

FINANCIAL IMPACT:

The total cost of the three pieces of equipment is \$231,675.52. The funding will come from the Utility Fund.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution and Quote - Utility Maintenance Equipment

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager

Created/Initiated - 12/7/2021
Approved - 12/8/2021

Jim Proce, City Manager

Final Approval - 12/10/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE PURCHASE OF UTILITY MAINTENANCE EQUIPMENT IN THE AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY-TWO CENTS (\$231,675.52); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, maintenance equipment is essential to the operation and maintenance of professional, safe, and high quality public water and sanitary sewer systems; and,

WHEREAS, the FY 2022 City of Anna Annual Budget included the purchase of utility maintenance equipment for use in the Public Works Department to maintain water and sanitary sewer infrastructure in the community; and,

WHEREAS, the approved equipment includes a Valve Maintenance Trailer, a Sewer Jet Trailer, and an Insert-A-Valve Trailer; and,

WHEREAS, the City of Anna is seeking to purchase all three pieces of equipment through existing purchasing cooperative contracts, including BuyBoard, GoodBuy, and the Houston Galveston Area Council Buy cooperative purchasing programs; 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 purchase orders in an amount not to exceed \$231,675.52, including:

- a. Kinloch Equipment & Supply, Inc. – Valve Maintenance Trailer: \$81,105.12 (Exhibit A – GoodBuy Purchasing Coop)*
- b. Vermeer Texas-Louisiana – Sewer Jet Trailer: \$57,270.40 (Exhibit B – BuyBoard Contract #597-19)*
- c. APSCO Supply – Insert-A-Valve (Quick Valve) Complete Startup Kit: \$93,300.00 (Exhibit C – HGAC Buy)*

That funding for the equipment shall come from existing fund balance in the City of Anna Utility Fund.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A



PROPOSAL

Date	Quote #
9/13/2021	20861

Name / Address
City of Anna
3333 North Powell Parkway
Anna, TX 75409
Attn: Mike Biscarro

Ship To
Same as Bill To

Terms		Lead Time	FOB	Rep	End User	
Net Due Upon Delivery		14-16 Weeks ARO	Anna, TX	TF	City of Anna TX DPW	
Item	Description			Qty	Cost	Total
250-250013	PV250-PT1000-D1HW-T VACUUM - 250 Gallon debris tank - 580 CFM belt driven blower set to relief at 15" of vacuum - Cleanout door is 42" diameter - Debris tank is lifted to empty using hydraulic cylinder - One Step Hatch opened/closed using hydraulic cylinders - Hydraulic flow supplied by 12 V/DC power unit with a hand held 4 function pendant with 18' lead - Sight Glass on rear door - 10 micron vacuum filtration system - 25' of 3" vacuum hose with attachable pick-up tube - Tank dumps to rear of trailer VALVE EXERCISER - PT-1000SH Slide Head valve exerciser - Mounted on rear deck of over-axle trailer - 8' slide reach and up to 250 degree rotation - 850 ft-lb of torque - 15 gallon hydraulic fluid reservoir - Electric fan hydraulic oil thermal transfer - Flat face quick connect ports for Class II Hydraulic tool circuit (hose not included) - Telescoping valve key 5'-8' and valve stem socket adaptor SWIVEL HEAD ADAPTOR - Hangs from Valve Exerciser head for uneven surface to valve operation - For adapting 1-1/2" valve keys (standard for PT1000 & PT26) Ai FUNCTION			1	75,678.00	75,678.00

	- Automated Intelligence Valve Cycle Controller - Automatically and safely cycle through exercising valves - Includes weather resistant digital display touch screen controller - Data port included PRESSURE WASHER - 3500 PSI @ 4 GPM pressure washer system - Electric switch clutch engaged belt powered pump - 50' hose on reel - 100 gallon water holding tank mounted to trailer deck - Wash wand with quick connect spray nozzles - Anti-Siphon air gap filler ANTI-FREEZE KIT - 4 gallon poly tank with 6" refill lid - Leak proof bulkhead fitting - Suction hose with barbed fittings DRIVE ONE POWER - Vacuum is belt-drive powered by a 26.5 HP EFI electric start gas engine - Valve Exerciser pump and water pump are electric switch clutch engaged - Aluminum fuel cell TRAFFIC DIRECTOR - LED amber traffic director - 4 function with Daytime/Nighttime options TRAILER - 7,000# GVWR Single Axle - Electric brakes on axle - 2-5/16" hitch is standard TRAILER AND DEBRIS TANK PACIFIC TBK SAFETY YELLOW			
62-02035	GPS - Sub-meter GPS receiver - Adaptable to the PT1000SH with Ai - GIS information transfer compatible (GIS Software Not Included)	1		0.00
21-99901	Traffic director for PV250 and up - LED amber traffic director - 4 function with Daytime/Nighttime options - Mounted to rear door - Controller mounted in weather resistant box on curb side	1		0.00
21-75006	Amber Beacon - Mounted to top of tank, headache rack or traffic director stand - Wired for activation with Traffic Director or separate circuit	2	0.00	0.00
Steel Surcharge	Steel Surcharge 4%	1	3,027.12	3,027.12
FREIGHT	Shipment from Phoenix, AZ to Arlington, TX	1	2,400.00	2,400.00
Prices quoted herein are based on the GoodBuy cooperative purchasing contract. Prices valid until 11.30.21.		Total Price F.O.B. Anna, TX \$81,105.12		

Exhibit B



Vermeer Texas-Louisiana
3025 State Highway 161
Irving, TX 75062
Ph: (972) 255-3500
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
Dept # 41351 • PO Box 650823
Dallas, TX 75265-0823

Ship To: IN STORE PICKUP

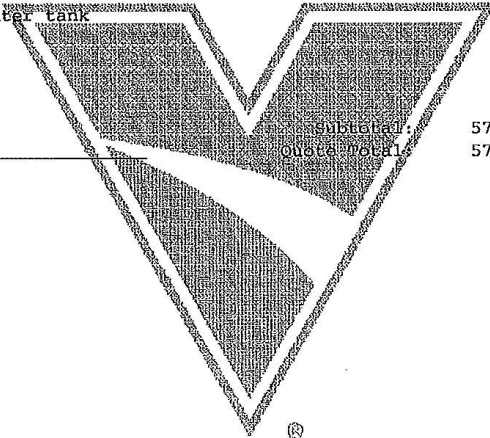
Invoice To: CITY OF ANNA
PO BOX 776
ANNA TX 75409

Branch 01 - IRVING		
Date 10/26/2021	Time 7:41:41 (O)	Page 1
Account No ANNA0001	Phone No 9729242620	Est No 03 Q03511
Ship Via		Purchase Order QUOTE
Tax ID No		
JARED DAVIS		Salesperson 145 / 914

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 10/31/2021	Amount
Stock #: 1044595 Serial #: OBM-1932			57270.40
New 2018 HV 3518-SC			
New 2018 HI VAC 3518-SC OBRIEN 3518-SC			
350 gallon water tank			
18Gpm at 4,000 psi jetter pump			
Rotating hose reel 190 degree			
Steel shrouded engine and pump compartment			
Tier 4 final diesel engine			
Lifetime warranty on the water tank			
Add strobe light			
Add footage counter			
BuyBoard contract #597-19			

Authorization: _____



Subtotal: 57270.40
Quote Total: 57270.40

Good for thirty (30) days from date of quote.

Thank You For Your Business!



Vermeer Texas - Louisiana, Inc Information Page.



→ Shop Products

Contact

TOM KUIPER

Email
tonk@vermeertexas.com

Phone
(512) 244-0505

Web
www.vermeertexas.com

Office
1945 Louis Henna Blvd
Round Rock, TX 76664

Tax ID
75-1601078

Active Contracts

697-19 | Construction, Road and Bridge, Ditching, Trenching, and Other Equipment

Shop

[View Products For Contract/Vendor](#)

Documents

[View Contract Documents](#)

Expiration
11/30/2022

Accepts Requests for Quotes
Yes

Accepts Requests for Quotes
597-19

Payments
Net 30 Days

Handlings
Common Carrier

Freights
FOB Destination

Returns

Shipping
Pre-paid and added to invoice

Delivery
10 Days

646-21 | Rental Services of Construction Equipment, Vehicles, and Other Equipment

Exhibit C



APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949



Quotation

EXPIRATION DATE	QUOTE NUMBER
04/28/2021	S1265677
APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 469.595.0243 Fax 325.672.0949	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF ANNA
PO BOX 776
3223 N. POWELL PKWY
ANNA, TX 75409

CITY OF ANNA
PO BOX 776
3223 N. POWELL PKWY
ANNA, TX 75409

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER		SALESPERSON	
5206	QUICK VALVE			ROCKY 405	
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
RYAN 404		BEST WAY	Net Due 30th	03/29/2021	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	QVSP QUICK VALVE COMPLETE STARTUP KIT ***SPECIAL ORDER ITEM*** UNIT INCLUDES THE FOLLOWING PARTS QUICK VALVE MACHINE QUICK VALVE HYDRAULIC POWER UNIT PIPE CUTTERS FOR 4"-12" REAMERS FOR 4"-12" HYDRAULIC POWER SLIDE GATE ADAPTER BELLS FOR 10" AND 12" TRAINING FROM MANUFACTURE			93300.000/ea	93300.00
Subtotal					93300.00
S&H Charges					0.00
Estimated Tax					0.00
Amount Due					93300.00



Item No. 6.x.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution rejecting all bids received on the Sherley Heritage Park Historic Train Display Improvements construction project at the bid opening on November 4, 2021, and authorizing the City Manager to re-bid the project in 2022. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna Community Investment Program (CIP) includes the construction of a display area and hardscape improvements at Sherley Heritage Park for the locomotive which will be placed on the park property. The project was designed in 2021 and the project was bid this fall.

Staff advertised the project in the Anna-Melissa Tribune and posted the project to the lonwave Procurement Portal, which allows the City to publicly receive competitive sealed proposals for construction projects, materials, and equipment. Competitive sealed proposals were received up until the deadline of November 4, 2021 at 4:00pm.

The project includes some unique elements, including a section of rail for the locomotive to rest on. Unfortunately, only 1 bid was received for the project. A screenshot of the lonwave Procurement Portal Results is attached as Exhibit A.

Typically, the City desires to receive a minimum of 3 bids for a project, to ensure that the Anna taxpayers are receiving the lowest cost from a qualified contractor. Since only one bid was received, it is difficult for the City to determine if the bid represents a financially responsible cost for the project. Staff is concerned that supply chain issues and availability of building materials may have had a negative impact on the ability of qualified contractors to provide the City with a bid on the project.

Staff is recommending that the City Council reject all bids from the November 4, 2021 bid opening, and allow the City to re-bid the project in 2022.

FINANCIAL IMPACT:

The FY2022 Community Investment Program budget for Sherley Heritage Park Train and Improvements allocated \$569,000 for the locomotive, tracks, lighting and fencing. Staff recommends re-bidding the project in 2022 to ensure a competitive bid process and the best price for the City.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENTS:

1. Res - Reject Sherley Heritage Park Bids
2. Exhibit A - Bid Results - Ionwave Procurement Portal

APPROVALS:

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

Created/Initiated - 12/7/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS REJECTING ALL BIDS RECEIVED FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN DISPLAY IMPROVEMENTS AT THE BID OPENING ON NOVEMBER 4, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sherley Heritage Park Historic Train Display Improvement Project is identified as a Community Investment Program construction project in the City of Anna, Texas; and,

WHEREAS, the project was publicly advertised in the Anna-Melissa Tribune and sealed competitive electronic bids were received on the lonwave Procurement Portal in compliance with Local Government Code Chapter 252, "Purchasing and Contracting Authority of Municipalities;" and,

WHEREAS, competitive sealed bids were opened on November 4, 2021, at 4:00pm CST on the automated lonwave Procurement Portal, and only one sealed bid was received for the project; and,

WHEREAS, it is likely that supply chain issues and poor availability of building supplies had a negative impact on qualified contractors and their ability to provide the City with a competitive bid for the project.

WHEREAS, due to an abnormally low volume of bid responses, the City Council determined that it is in the best interest of the City to reject all bids and re-bid the project in its entirety; 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 rejects all bids received at the November 11, 2021 bid opening for the Sherley Heritage Park Historic Train Display Improvements.

That the City Council further directs the City Manager to re-bid the project in its entirety in 2022.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



Item No. 6.y.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to negotiate for the purchase of real property for the Right of Way for Rosamond Parkway and public drainage easement east of State Highway 5. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna entered into a Subdivision Improvement Agreement with Anna ISD at the November 9th City Council Meeting for the construction of the public water and sanitary sewer system associated with the extension of Rosamond Parkway from SH 5 east to FM 2862. In addition, the City entered into a Pre-Annexation and Development Agreement with Ashton Woods for the Coyote Meadows Subdivision at the October 26th City Council Meeting which included Ashton Woods dedicating right-of-way and constructing the southern two lanes of Rosamond Parkway from White Rock to FM 2862.

There is a tract of land owned by the David Johnson and Nely Johnson Revocable Trust on County Road 425, just west of FM 2862, which is essential to the roadway/drainage and water/sewer project. 2.420 Acres of land are needed for the public right-of-way to extend Rosamond Parkway. 0.213 acres of easement is required for public drainage.

Anna ISD's contractor is moving forward with the utility construction, requiring the City to acquire the remaining right-of-way needed for the project. Anna Public Works completed the engineering design for the public water and sewer system expansion.

The plan set is attached as an exhibit. AShton Woods has agreed to prepare the final engineering design for the road based upon the City chosen alignment for Rosamond Parkway as shown in the City's utility plans.

The City has been in touch with the trustees for the David Johnson and Nely Johnson Revocable Trust and has ordered an appraisal for the property. Negotiations to date have been cordial and positive. We are now at a point where we are prepared to move forward with working with the Trust to negotiate and purchase the property.

All purchase of real property requires approval by the City Council. Staff feels strongly that we will be able to reach a reasonable negotiated settlement with the trustees and acquire the property in the very near future once Council approval is provided. If approved, this item will authorize the City to negotiate with the trust for the purchase of the necessary right-of-way and drainage easement based on the appraised value of the property, and in accordance with State law.

FINANCIAL IMPACT:

Funding for the purchase will come from Roadway Impact Fees as a part of the Rosamond Parkway CIP project. The purchase price will be negotiated based on an appraisal performed on behalf of the City.

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. Rosamond East ROW and Easement Resolution
2. Rosamond East Utility - Signed Set

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, FINDING THAT A PUBLIC NECESSITY EXISTS FOR ACQUISITION OF A PERMANENT RIGHT OF WAY ON AND UNDER 2.420 ACRES OF REAL PROPERTY AND A PERMANENT DRAINAGE EASEMENT PROVIDING LIMITED RIGHTS ON AND UNDER 0.213 ACRES OF REAL PROPERTY, MORE OR LESS; AUTHORIZING THE CITY MANAGER, STAFF, CONTRACTORS, AND THE CITY'S ATTORNEYS TO ACQUIRE SAID EASEMENTS BY ANY LAWFUL MEANS, INCLUDING BUT NOT LIMITED TO NEGOTIATIONS, AND, IF NECESSARY, PROCEEDINGS IN EMINENT DOMAIN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna plans to construct and/or install road paving, public water and sanitary sewer utilities, public drainage, and associated appurtenances to meet the public need to provide paving, water, sanitary sewer, and drainage system improvements to benefit the City of Anna, its citizens and the general health, safety and welfare; and

WHEREAS, it is necessary to acquire a certain permanent right of way and drainage easement not now held by the City of Anna for such paving, drainage, water, and sanitary sewer system improvements; and

WHEREAS, it is necessary for the City to use its authority to pursue negotiations for the acquisition of said easements and/or to pursue the easements under power of eminent domain; and

WHEREAS, the City Council of the City of Anna, Texas ("City Council"), after careful consideration, finds that a public necessity exists for acquisition of a permanent right of way on and under 2.420 acres of real property and a permanent drainage easement providing limited rights on and under 0.213 acres of real property, said tracts being more particularly described in Section 2 of this resolution, for the purposes of constructing, laying, maintaining, repairing and/or replacing of public paving, public water, public sanitary sewer lines, public drainage systems, and related appurtenances, and benefiting the public health, safety and welfare;

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

Section 1. Incorporation of Recitals; Purpose

1.01 The City Council finds that the above-stated recitals are true and correct and said recitals are incorporated herein as if set forth in full for all purposes.

- 1.02** This resolution is intended to comply in all respects with Texas Government Code § 2206.001, et seq., Texas Local Government Code § 251.001, et seq., and Texas Property Code § 21.001 et seq., to the extent the provisions of such statutes are applicable, and to comply with all other applicable law.
- 1.03** The City Council, by this resolution, intends, if necessary, to exercise the City's powers of eminent domain under Texas Local Government Code § 251.001 and any and all other applicable law.

Section 2. Easements to be Acquired

- (a) The necessary permanent right-of-way sought to be acquired on and under a portion of a tract of real property, said portion totaling approximately 2.420 acres of real property (the "Permanent Sanitary Sewer Line Easement"), held by the David Johnson and Nely Johnson Revocable Trust and/or others. Said approximate 2.420 acres of real property is generally aligned and described as shown in Exhibit A, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise permanent right-of-way to be acquired may differ from what is shown in said alignment and description but said alignment and description approximates the general route and general area of the permanent right-of-way to be acquired.
- (b) The necessary permanent drainage easement sought to be acquired will provide limited rights on and under a portion of a tract of real property, said portion totaling approximately 0.213 acres of real property (the "Temporary Construction Easement"), held by the David Johnson and Nely Johnson Revocable Trust and/or others. Said approximate 0.213 acres of real property is generally aligned and described as shown in Exhibit A, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise permanent drainage easement to be acquired may differ from what is shown in said alignment and description but said alignment and description approximates the general route and general area of the temporary construction easement to be acquired.

Section 3. Finding of Public Necessity and Authorization to Take Action

- 3.01** The City Council finds a public necessity for the public welfare and convenience to acquire the Permanent Right-of-Way and Permanent Drainage Easement identified in Section 2, above, for the purpose of constructing, laying, maintaining, repairing and/or replacing public paving, water systems, sanitary sewer lines,

public drainage systems, and related appurtenances. The City Council authorizes the City Manager, City staff and/or City consultants or contractors, and, Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys, to acquire the needed Permanent Right-of-Way and Permanent Drainage Easement by any lawful means including but not limited to negotiations with landowners and, if necessary, proceedings in eminent domain.

- 3.02** The City Council by this resolution directs the City Manager, his staff, and Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys—as necessary and in the appropriate sequence—to have the Permanent Right-of-Way and Permanent Drainage Easement appraised by a certified appraiser, to send the landowner(s) a copy of the appraisal and the State of Texas Landowner’s Bill of Rights prepared by the Office of the Attorney General of Texas, to enter into good-faith negotiations with the landowner(s), to make a bona-fide offer and make any necessary initial and final monetary offers in an attempt to acquire the Permanent Right-of-Way and Permanent Drainage Easement consistent with the appraisal(s), when appropriate, and to convey the City’s desire to acquire the Permanent Right-of-Way and Permanent Drainage Easement in an efficient manner, and, if necessary, to institute proceedings in eminent domain and take all necessary actions in such proceedings to condemn and acquire the Permanent Right-of-Way and Permanent Drainage Easement. The City Council hereby authorizes and ratifies any such actions taken thus far, and hereby further asserts its full authority, to the greatest extent provided by law, to acquire the Permanent Right-of-Way and Permanent Drainage Easement identified in Section 2, above.

Section 4. Effective Date.

This resolution shall take effect immediately upon its passage.

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

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit A

EXHIBIT "A" RIGHT-OF-WAY DEDICATION CITY OF ANNA, COLLIN COUNTY, TEXAS

Being a tract of land, situated in the Guinn Morrison Survey, Abstract No. 559, in the City of Anna, Collin County, Texas, and being a part of Property Two, a called 10.313 acre tract of land, described by deed to David Dwayne Johnson and Nely C. Johnson, Co-Trustees of the David Johnson and Nely Johnson Revocable Trust, as recorded under Document No. 20181126001443680, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

COMMENCING at a point for corner, being the northwesterly corner of said 10.313 acre tract, same being the northeasterly corner of a called 17.411 acre tract, described by deed to Mark Frederick Miller, as recorded under Document No. 20160318000324100, O.P.R.C.C.T., same being in the southerly line of **SWEETWATER CROSSING**, an addition to the City of Anna, as recorded in Volume R, Page 197, of the Map Records, Collin County, Texas (M.R.C.C.T.), from which a 3/8" iron rod found bears, South 02°08'30" West, a distance of 0.45';

THENCE South 02°08'30" West, along the common line between said 10.313 acre and 17.411 acre tracts, a distance of 371.67' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set), same being the **POINT OF BEGINNING** of the herein described tract, same being at the beginning of a curve to the left, having a radius of 770.00', a central angle of 37°08'35", and a chord which bears, South 70°01'22" East, a chord distance of 490.47';

Thence along said curve to the left, in a southeasterly direction, over and across said 10.313 acre tract, an arc length of 499.17' to a capped iron rod set for corner

THENCE continuing over and across said 10.313 acre tract, the following courses and distances:

North 01°55'11" East, a distance of 533.85' to a capped iron rod set for corner, being in the northerly line of said 10.313 acre tract, same being the southerly line of said addition;

THENCE South 89°19'54" East, along the common line between said 10.313 acre tract, same being the southerly line of said addition, a distance of 60.01' to a capped iron rod set, being the northeasterly corner of said 10.313 acre tract, same being in County Road No. 425;

THENCE South 02°11'55" West, along the westerly line of said 10.313 acre tract, a distance of 713.36' to a capped iron rod set for corner in the northwesterly monumented line of F. M. Highway No. 2862, same being in a curve to the left, a radius of 363.31', a central angle of 25°13'08", and a chord which bears, South 19°04'41" West, a chord distance of 158.62';

Thence along said curve to the left, in a southwesterly direction, an arc length of 159.91' to a capped iron rod set for the southeasterly corner of said 10.313 acre tract, same being the northeasterly corner of Tract 1, described by deed to Mahavir Semwal and Vandana Semwal, as recorded under Document No. 20150629000780840, O.P.R.C.C.T.;

THENCE North 89°42'29" West, along the common line between said 10.313 acre tract and Tract 1, a distance of 14.60' to a capped iron rod set for corner;

THENCE over and across said 10.313 acre tract, the following courses and distances:

North 03°16'01" East, a distance of 210.22' to a capped iron rod set, being at the beginning of a curve to the right, having a radius of 890.00', a central angle of 31°34'06", and a chord which bears, North 72°44'46" West, a chord distance of 484.18';

Thence along said curve to the right, in a northwesterly direction, an arc length of 490.36' to a capped iron rod set in the westerly line of said 10.313 acre tract, same being the easterly line of said 17.411 acre tract;

(Continued on next page)

Bearings for this survey are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Surface to Grid scale factor: 0.999853751, at base point 0,0. This metes and bounds description is accompanied by a survey plat of even date.

DATE:	10/07/2021	RIGHT-OF-WAY DEDICATION 2.420 ACRES GUINN MORRISON SURVEY, ABSTRACT NO. 559 CITY OF ANNA, COLLIN COUNTY, TEXAS	 North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1010 West University Drive McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexassurveying.com Firm Registration No. 10074200
REVISED:			
SCALE:	1" = 100'		
CHK'D. BY:	M.B.A.		
JOB NO.:	2021-0004		

Exhibit A

EXHIBIT "A" RIGHT-OF-WAY DEDICATION CITY OF ANNA, COLLIN COUNTY, TEXAS

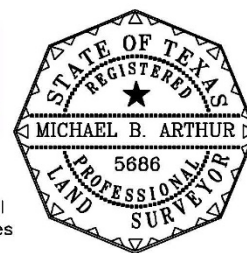
(Continued from previous page)

THENCE North 02°08'30" East, along the common line between said 10.313 acre and 17.411 acre tracts, a distance of 143.99' to the **POINT OF BEGINNING** and containing 105,433 square feet or 2.420 acres of land, more or less.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(C.M.) = Controlling Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
M.R.C.C.T. = Map Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

Easement Curve Data					
Curve No.	Radius	Arc Length	Delta	Chrd. Brng.	Chrd. Dist.
C1	363.31'	58.57'	09°14'12"	N67°26'31"E	58.51'
C2	363.31'	62.74'	09°53'39"	N77°00'27"E	62.66'
C3	363.31'	59.51'	09°23'07"	N86°38'49"E	59.44'



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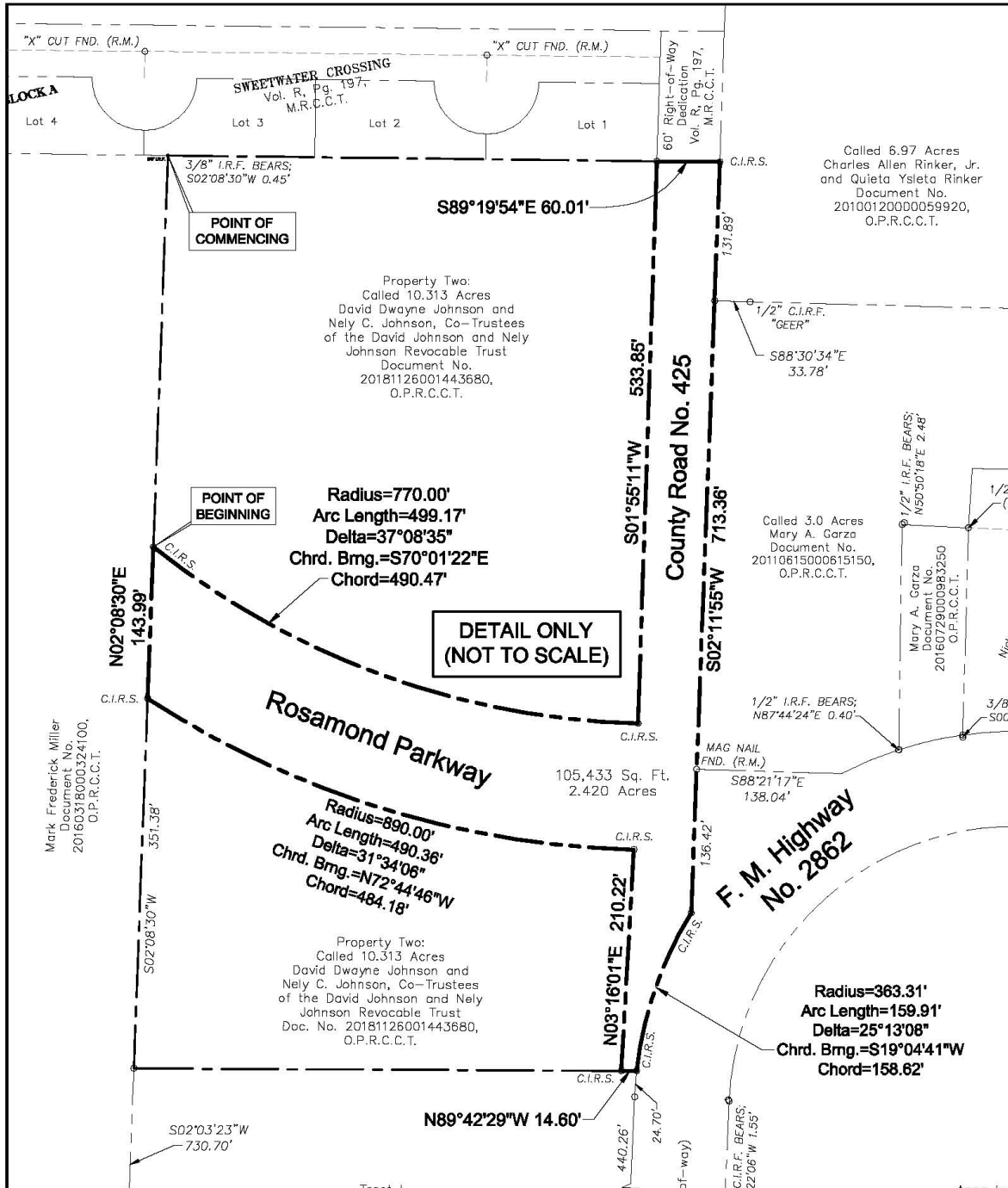
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**RIGHT-OF-WAY DEDICATION
2.420 ACRES
GUINN MORRISON SURVEY,
ABSTRACT NO. 559
CITY OF ANNA,
COLLIN COUNTY, TEXAS**



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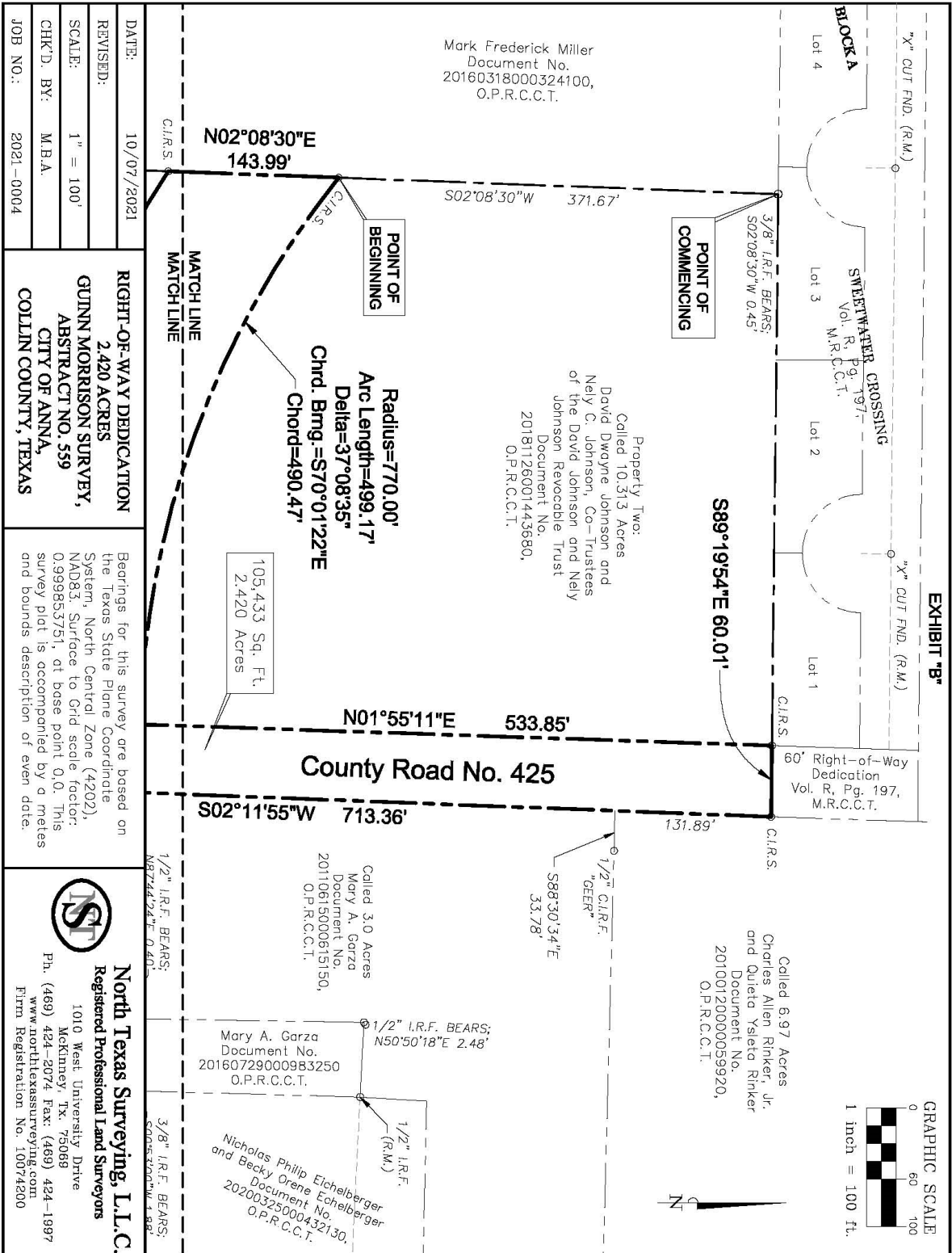


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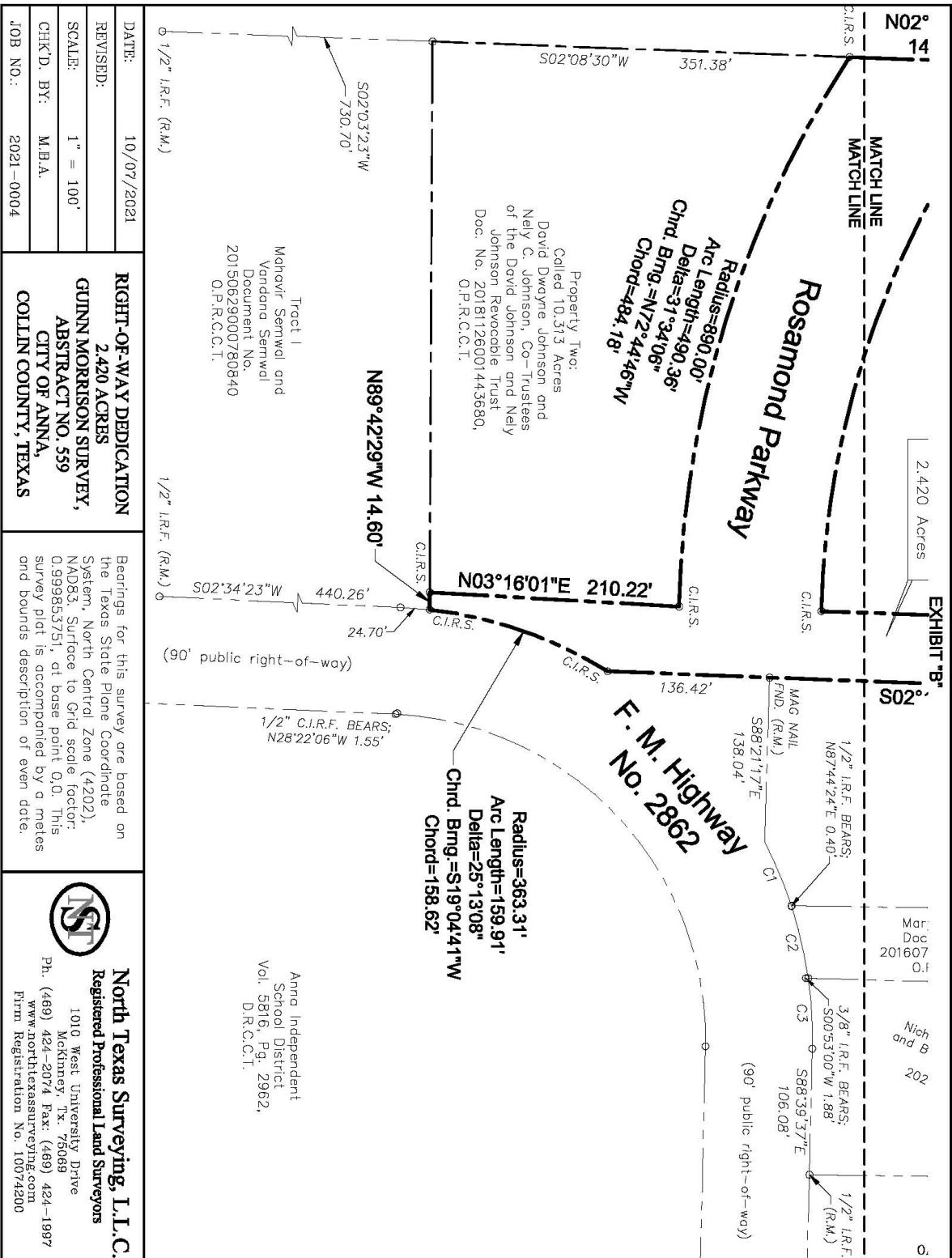


Exhibit A

EXHIBIT "A" 20' DRAINAGE EASEMENT CITY OF ANNA, COLLIN COUNTY, TEXAS

Being a tract of land, situated in the Guinn Morrison Survey, Abstract No. 559, in the City of Anna, Collin County, Texas, and being a part of Property Two, a called 10.313 acre tract of land, described by deed to David Dwayne Johnson and Nely C. Johnson, Co-Trustees of the David Johnson and Nely Johnson Revocable Trust, as recorded under Document No. 20181126001443680, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a point for corner, being the northwesterly corner of said 10.313 acre tract, same being the northeasterly corner of a called 17.411 acre tract, described by deed to Mark Frederick Miller, as recorded under Document No. 20160318000324100, O.P.R.C.C.T., same being in the southerly line of **SWEETWATER CROSSING**, an addition to the City of Anna, as recorded in Volume R, Page 197, of the Map Records, Collin County, Texas (M.R.C.C.T.), from which a 3/8" iron rod found bears, South 02°08'30" West, a distance of 0.45';

THENCE South 89°19'54" East, along the northerly line of said 10.313 acre tract, same being the southerly line of said addition, a distance of 464.99' to a point for corner, said corner being the southwesterly corner of a right-of-way dedication per Volume R, Page 197, M.R.C.C.T., same being the southeasterly corner of Lot 1, Block A, of said addition;

THENCE over and across said 10.313 acre tract, the following courses and distances:

South 01°55'11" West, a distance of 20.00' to a point for corner;

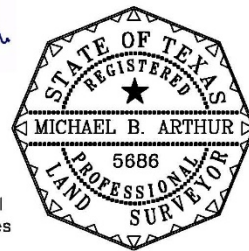
North 89°19'54" West, a distance of 465.06' to a point for corner, being in the westerly line of said 10.313 acre tract, same being the easterly line of said 17.411 acre tract;

THENCE North 02°08'30" East, along the common line between said 10.313 acre and 17.411 acre tracts, a distance of 20.00' to the **POINT OF BEGINNING** and containing 9,298 square feet or 0.213 acres of land, more or less.

ABBREVIATIONS

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(C.M.) = Controlling Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
M.R.C.C.T. = Map Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
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DATE: 10/07/2021	20' DRAINAGE EASEMENT 0.213 ACRES GUINN MORRISON SURVEY ABSTRACT NO. 559, CITY OF ANNA, COLLIN COUNTY, TEXAS	 North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1010 West University Drive McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexasurveying.com Firm Registration No. 10074200
REVISED:		
SCALE: 1" = 100'		
CHK'D. BY: M.B.A.		
JOB NO.: 2021-0004		



ROSAMOND PARKWAY EAST PUBLIC UTILITY SYSTEM EXPANSION

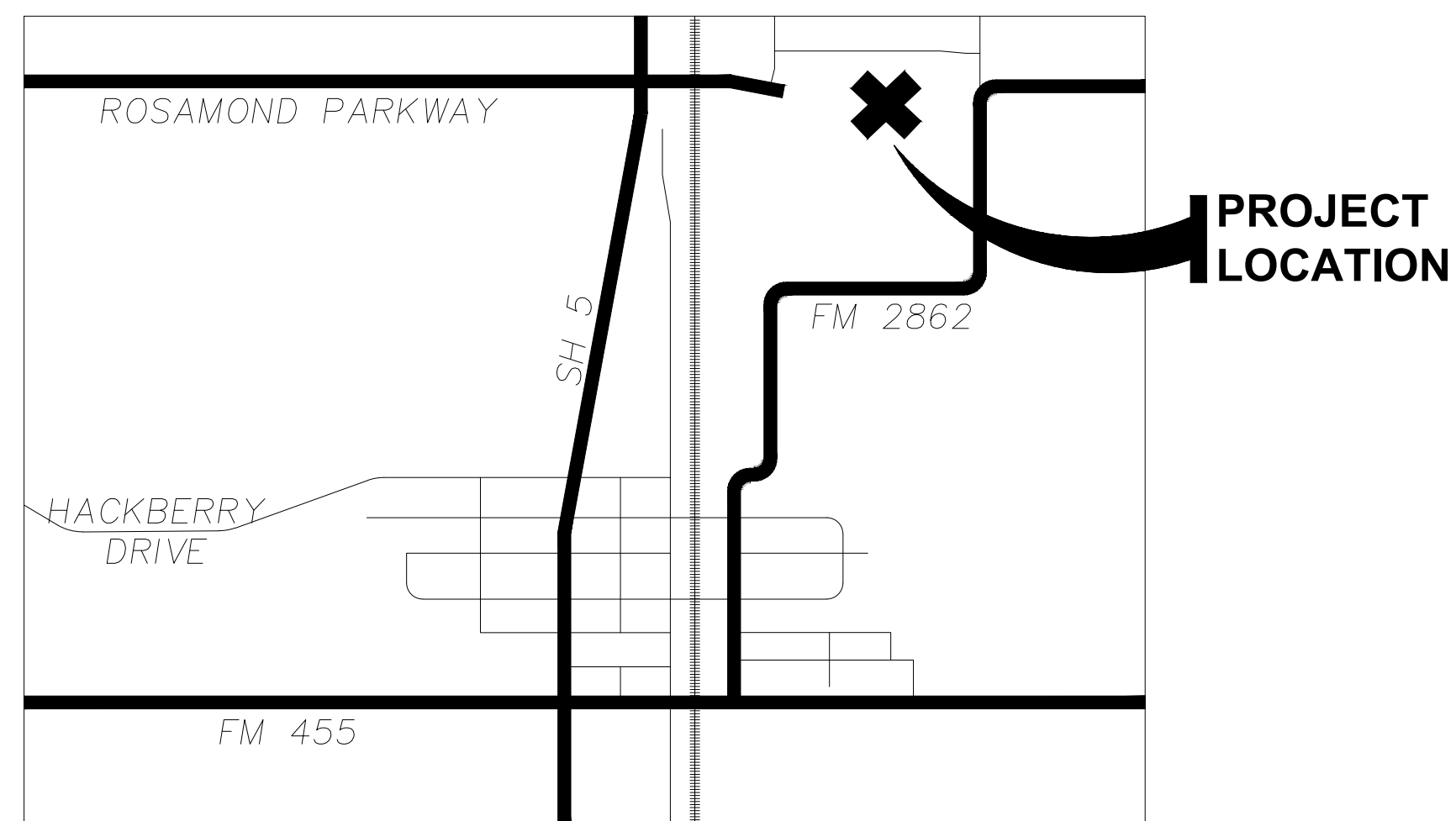
SEPTEMBER 2021

CITY COUNCIL

NATE PIKE, MAYOR
LEE MILLER, MAYOR PRO-TEM
KEVIN TOTEN, PLACE 1
JOSH VOLLMER, PLACE 2
STAN CARVER II, PLACE 3
RANDY ATCHLEY, PLACE 4
DANNY USSERY, PLACE 5

CITY STAFF

JIM PROCE, ICMA, CITY MANAGER
RYAN HENDERSON, ASST. CITY MANAGER
CARRIE LAND, CITY SECRETARY
GREG PETERS, P.E., DIRECTOR OF PUBLIC WORKS

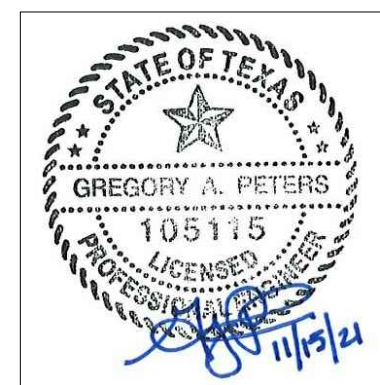


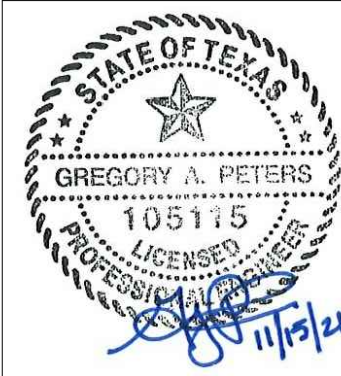
VICINITY MAP

NTS

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ST-1 THRU ST-4	DRAINAGE IMPROVEMENTS
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**ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION**

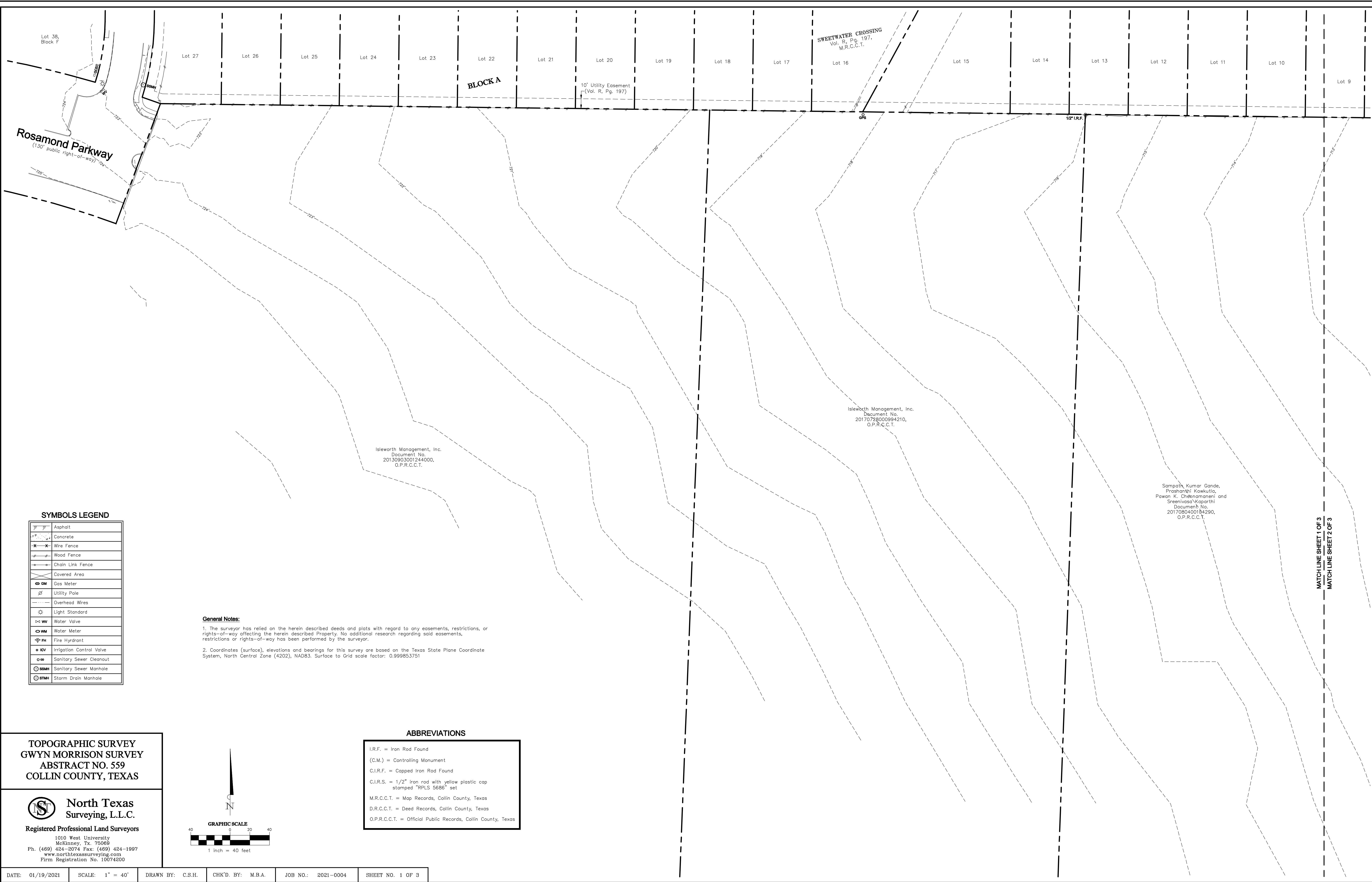


REVISIONS:

SHEET

G-1

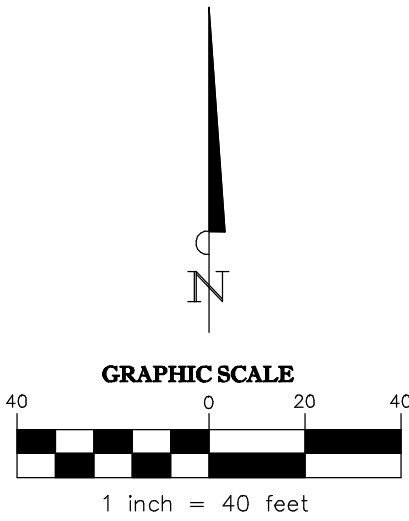
GENERAL ITEMS 1. Prior to any construction the Contractor shall be familiar with the Contract Documents and Specifications, the Plans (including all notes). The City of Anna Specifications and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the Contractor to be familiar with all Standards and Specifications pertaining to this work shall in no way relieve the Contractor of responsibility for performing the work in accordance with all such applicable Standards and Specifications. 2. Construction may not start earlier than 7:00 am nor continue after 7:00 pm on Monday-Saturday without prior permission from the city of Anna. Construction work on Sunday is prohibited without special permission. A fee of \$150 must be paid to the city by Thursday noon prior to Saturday work, if city inspection is required. 3. Prior to construction, Contractor shall have in their possession all necessary permits, plans, licenses, etc. Contractor shall have at least one set of approved Engineering Plans and Specifications on-site at all times. 4. All work shall conform to the City of Anna Standard Design and Specification Manual. In the event an item is not covered in the plans or the City of Anna Standard Design and Specification Manual, the most current North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction shall apply with concurring notification to the City and Project Engineer. The City shall have the final decision on all construction materials, methods, and procedures. 5. Construction inspection will be performed by representatives of the Owner, Engineer, City, Geotechnical Engineer, and reviewing authorities and agencies. Unrestricted access shall be provided to them at all times. Contractor is responsible for understanding and scheduling required inspections. Testing samples shall be collected and processed by certified technicians. 6. All contractors must confine their activities to the work area. No encroachments onto developed or undeveloped areas will be allowed. Any damage resulting therefrom shall be Contractor's responsibility to repair. 7. Developer shall be responsible for obtaining all offsite easements prior to commencement of offsite and relevant on-site construction activities. 8. It will be the responsibility of each contractor to protect all existing public and private utilities throughout the construction of this project. Contractor shall contact the appropriate utility companies for line locations prior to commencement of construction and shall assume liability to those companies for any damages caused to their facilities. 9. Trench Safety Design will be the responsibility of the Utility Contractor. Contractor shall submit a trench safety design approved by a professional engineer to the City for their records prior to the start of any underground utility construction. 10. Work may not be backfilled or covered until it has been inspected by the City. 11. Continuous access for mail service shall be provided during construction. 12. If any conflict arises between these general notes and any other notes found in the plans, the City General Notes shall take precedence.		TREE PRESERVATION 1. Prior to construction, the contractor or subcontractor shall construct and maintain a protective fence at the drip line of all protected existing trees, bushes, landscaping plants, sprinklers, and lawns unless noted otherwise on the construction drawings. Any damage to the existing trees, bushes, landscaping plants, sprinklers, and lawns caused by construction shall be replaced to the satisfaction of the City of Anna at the contractor's expense. 2. All protective measures shall be in place prior to commencement of any site or grading work and remain in place until all exterior work has been completed. 3. The City's Public Works Department shall be contacted to approve the placement of the Tree Preservation fencing, prior to beginning of site work on property. 4. The following activities shall be prohibited within the limits of the primary root zone: Material storage, equipment cleaning/liquid disposal, no tree attachments of signs or wires, and construction equipment/vehicular traffic is prohibited. 5. Unless specifically allowed, no grade changes shall be allowed within the limits of the primary root zone of any protected tree unless the City approves adequate construction methods. 6. No trimming of trees may occur within the Tree Preservation fencing limits without prior consent of the City.		WATER 1. Line and grade stakes for construction of all water and sanitary sewer lines and services shall be furnished by the following: a. Private Development: Developer's engineer, surveyor or their designated representative. b. Capital Improvement Projects: the Contractor, unless specified otherwise in the contract. Property lines and corners must be properly staked to verify the water line alignment. The City shall not be liable for improper alignment or delay of any kind caused by improper or inadequate surveys. 2. All new water services shall be 1" minimum DR-9 (250 psi) HDPE poly pipe with PE4710 as specified in ASTM F714, from the service tap to the curb stop, 3/4-inch minimum compression fitting angle stop, and meter box, unless otherwise indicated on the plans. Curb stops will be located within the meter box and facing toward the lot. For single family residential services the minimum meter size is 3/4". 3. Each meter box shall be located adjacent to the curb and installed after street pavement has been completed and curbs backfilled. Meter boxes shall be Carson Valve and Meter Boxes. A 2" minimum metal locator plate shall be placed in the recess of the meters. 4. All water services shall be located along the lot lines. Single services shall be placed no more than 2-ft inside the service lot at the lot line. 5. Detector pads embedded in sand shall be installed above all service connections. 6. Each individual service location shall be sawcut into the face of the curb with a (4) inch high "I" painted by the Contractor. If no curb exists, a similar mark shall be placed in the pavement near the edge of the roadway. After cleaning the sawcut via compressed air or brush, apply one coat of APWA Blue spray paint to mark the sawcut symbol. 7. All water service lines shall be embedded with 12-inch sand below and around the pipe and 6-inches. of sand over the top of the pipe; from the water main to the meter. Water service lines within City roadway right-of-way shall be compacted to a minimum of the 95% Standard Proctor density with a +/- 3% wet of optimum moisture content. 8. All 6", 8" and 12" water mains shall be AWWA C900 PVC pipe. 9. Minimum cover shall be 4 feet for 6-inch to 8-inch lines, 5 feet for 12-inch to 16-inch lines, and 6 feet for 20-inch and larger lines. Additional cover may be required in un-paved or undeveloped areas. 10. Water mains in the right-of-way near storm inlets shall be constructed with a minimum clearance of 12 inches behind the inlet by pulling the pipe using longitudinal bending in accordance to 80% of the pipe manufacturers' requirements. 11. All blow-off (flush) valves shall be two (2) inch and shall be provided in accordance with City of Anna standards and/or NCTCOG standards. 12. Bolts and nuts for mechanical joints will be of a high-strength low-alloy corrosion resistant steel conforming to ASTM A325 (Type 3). 13. All watertight fittings shall be ductile iron. All 6" - 12" valves shall be AWWA approved resilient wedge gate valves. 14. In addition to thrust blocking, all fittings must be restrained and shall be Mega-lug. 15. Install 2' x 2' x 6" thick, concrete pad around all water valves outside of concrete pavement. 16. Valve extensions shall be provided on all valves with operating nuts greater than 5-ft below finished ground or paving grade. 17. All valves shall be marked with a "V" by sawcut on the curb or pavement. The "V" shall point to the location of the valve as follows: If the valve is in the paving, the "V" shall be marked upright; if the valve is outside the paving, the "V" shall be marked upside down. After cleaning the sawcut via compressed air or brush, apply one coat of APWA Blue spray paint to mark the sawcut symbol. 18. NRS Resilient-Seated Gate Valves shall conform to AWWA C509 or AWWA C515. Rubber-Seated Butterfly Valves shall conform to AWWA C504. All valves shall have a 2" square operating nut and open to the left. All valves shall be Mueller, Clow or AVK. 19. Install water line marking at all offsite valves, vaults, air release valves, and blow-off valves.		FIRE HYDRANTS 1. Fire hydrants shall be placed 3 feet from back of curb unless otherwise indicated on the plans, or as required to clear sidewalks. Fire hydrants shall not be located within a sidewalk. 2. Fire hydrants shall be three way breakaway type no less than 5 1/4 inches in size and must conform to AWWA specifications C-502. They shall be Mueller, Clow or approved equal with all bronze to bronze moving parts. Two 2 1/2-inch NST hose connections are required. The 4.5-inch diameter steamer connection shall be 4.800 pitch with 4 threads per inch. The operating nut shall be 1 1/2-inch P to F pentagon nut, open left. Mechanical joint connection is required. The steamer nozzle shall face the fire lane, adjacent roadway or as directed by the Fire Department. 3. A Blue Stimsonite, Fire-Lite reflector (or approved equal) shall be placed in the center of the street opposite each fire hydrant. The fire hydrant shall be painted with two coats of Tnemec Series 530 Omnithane paint or approved equal, and two coats of primer. Bonnet to flange and nozzle caps of Fire Hydrant to be painted with 2 coats of Tnemec Safety Paint Series 2H "Hi-Build". Fire hydrant color shall be according to flow.	
EROSION CONTROL & VEGETATION 1. Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), Storm Water Pollution Prevention Plan (SWPPP) and either Construction Site Notice (CSN) for those activities disturbing more than 1 but less than 5 acres or Notice of Intent (NOI) for those activities disturbing 5 or more acres including those activities less than 5 acres, but are part of a common plan of development totaling 5 or more acres. A copy of the appropriate SWPPP and CSN or NOI shall be provided to the City of Anna prior to issuance of a grading permit. 2. The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SWP3) shall be readily available for review by Federal, State, or local officials. 3. No soil disturbing activities will occur prior to the SWP3, ECP, and associated Best Management Practices (BMP) being fully implemented, and then inspected by Anna's Public Works Department. 4. The contractor shall comply with the current NCTCOG ISWMTM Technical Manual for Construction, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations. 5. The contractor shall employ measures as necessary to prevent dirt, mud, debris from being tracked off site. Any dirt, mud, debris tracked offsite shall be cleaned up by the contractor immediately. 6. The site shall be reviewed by the operator or his representative weekly, and after any major storm. Adjustments/repairs to the erosion control measures will be made as needed. The contractor shall notify Anna's Public Works Department of adjustments/repairs such that the adjustments/repairs may be inspected and approved by the City. 7. Along parkways and medians in the right-of-way, a four (4) foot strip of native sod shall be placed behind the curb on top of four (4) inches of topsoil. Contractor shall be responsible for any temporary irrigation or watering as needed. Areas adjacent to new residential lots, where the homeowner will be disturbing this area, may be exempt from this requirement so long as adequate erosion control measures are installed and maintained behind the curb. 8. Contractor shall establish perennial vegetation on all other disturbed areas immediately upon completion of grading activities. An appropriate seed mix should be considered with respect to the season and the timing of final acceptance. A cool season seed mix should be used between September 15th and April 15th. <u>Final acceptance of a site shall be contingent upon perennial vegetation being fully established in all disturbed areas.</u> 9. A completed N.O.T. shall be submitted to the State and a copy of this N.O.T. shall be provided to the City of Anna prior to final acceptance.		TRAFFIC CONTROL 1. When the normal function of the roadway is suspended through closure of any portion of the right-of-way, temporary construction work zone traffic control devices shall be installed to effectively guide the motoring public through the area. Consideration for road user safety, worker safety, and the efficiency of road user flow shall be an integral element of every traffic control zone. All traffic control devices shall be in accordance with the latest T.M.U.T.C.D. Devices must contain either Type III Hi-Intensity sheeting or Type IV reboundable Hi-Intensity sheeting. 2. Any traffic control plans not included in the engineering plan set must be submitted for review a minimum of seven (7) working days prior to the anticipated lane closure. Construction activity shall not begin until the traffic control plan is approved by the City of Anna. Traffic control plans may be required on other roadways as determined by the City or the designee. All traffic control plans must be prepared by an individual that is certified in their preparation. Any deviation from an approved traffic control plan must be reviewed by the City or their designated representative. 3. The contractor shall be responsible for maintaining all traffic control devices on an around-the-clock basis, whether or not work is active. Any deficiencies shall be corrected by the contractor immediately, regardless of time of day. 4. Lane closures will not be permitted on arterial roadways before 9:00 am or after 4:00 pm. Violations may result in suspension of all work at the job site for a minimum of 48-hours. The City reserves the right to deny a closure for a special event. 5. Lane closures will not be permitted on streets adjacent to private and/or public schools without written permission from the City. 6. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time at the end of the workday, temporary traffic control devices that are no longer appropriate shall be removed or covered. The first violation of this provision will result in a verbal warning to the construction foreman. Subsequent violations will result in suspension of all work at the job site for a minimum of 48-hours. 7. Existing permanent signs removed by the contractor for construction purposes other than stop, yield and street name signs shall be returned to the City of Anna. All stop, yield and street name signs removed shall be temporarily erected in the appropriate locations (no less than 7 feet vertical from grade) until permanent signing can be installed. Any temporary stop or yield sign locations to be left in place overnight will require prior approval from the City. 8. Any permanent sign or existing pavement markings that conflict with the approved traffic control plan shall be covered, obliterated or removed as directed by the City. 9. Access must be maintained to all drives and side streets or as indicated in the traffic control plan.		PEDESTRIAN ACCESSIBILITY (WITHIN PUBLIC R.O.W.) 1. All newly constructed sidewalks, curb ramps and crosswalks installed within City of Anna public rights-of-way shall be considered a pedestrian access route and shall conform to the most current "Draft" Guidelines for Public Rights-of-Way created by the United States Access Board. http://www.access-board.gov/prowac/draft.htm 2. Curb Ramps shall conform to all federal guidelines. 3. Detectable warning surface shall be pre-manufactured plates with truncated dome material built in. Only plates from TxDOT approved vendors shall be permitted and shall be installed per manufacturer's specifications. Brick pavers will not be allowed. Final color shall be approved by the City, but shall generally be in the "RED" color family. 4. The contractor shall provide a clear and safe route for pedestrians adjacent to the site for the duration of construction. A temporary pedestrian route shall be provided when any existing sidewalk is closed due to construction activity. 5. Construction materials shall be kept off existing sidewalks and consolidated in areas within the City right-of-way, unless otherwise approved by the City. 6. Sidewalks shall conform to all federal guidelines, but shall generally adhere to the following: a. Generally follow the street grade with a maximum 2.0% cross slope. b. Shall be free of any overhangs by landscaping or other items to a height of 7.0-feet. c. Sidewalks shall maintain a continuous (pedestrian access route) elevation through residential and commercial driveways.		STORM SEWER 1. When there is less than two feet of clearance between a water/sewer line and a storm sewer, the Contractor shall install concrete encasement around the sanitary sewer	





SYMBOLS LEGEND	
	Asphalt
	Concrete
	Wire Fence
	Wood Fence
	Chain Link Fence
	Covered Area
	Gas Meter
	Utility Pole
	Overhead Wires
	Light Standard
	Water Valve
	Water Meter
	Fire Hydrant
	Irrigation Control Valve
	Sanitary Sewer Cleanout
	Sanitary Sewer Manhole
	Storm Drain Manhole

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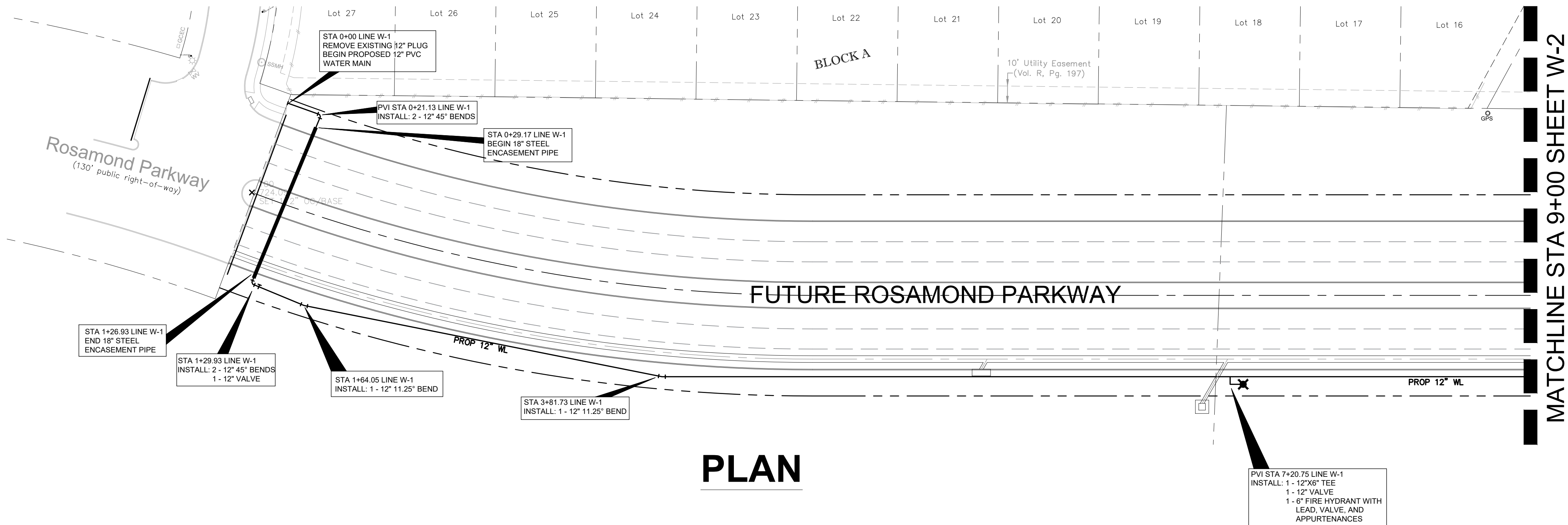
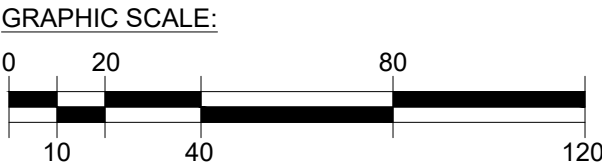
TOPOGRAPHIC SURVEY
GWYN MORRISON SURVEY
ABSTRACT NO. 559
COLLIN COUNTY, TEXAS



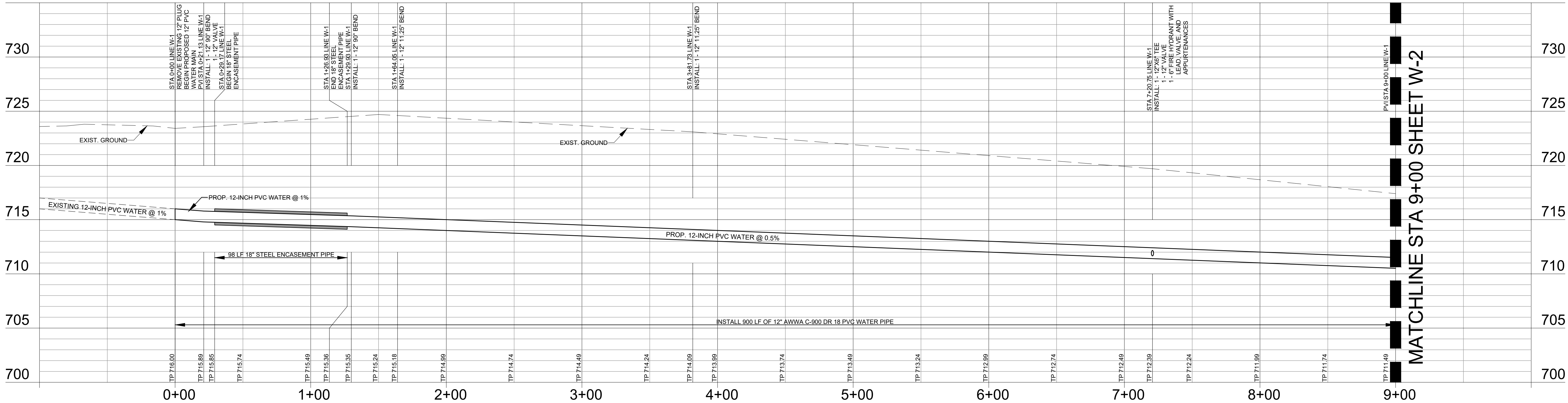
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PLAN



PROFILE

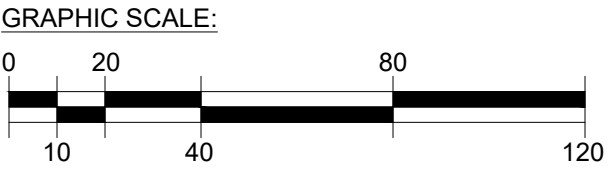
ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION



REVISIONS:

SHEET

W-1

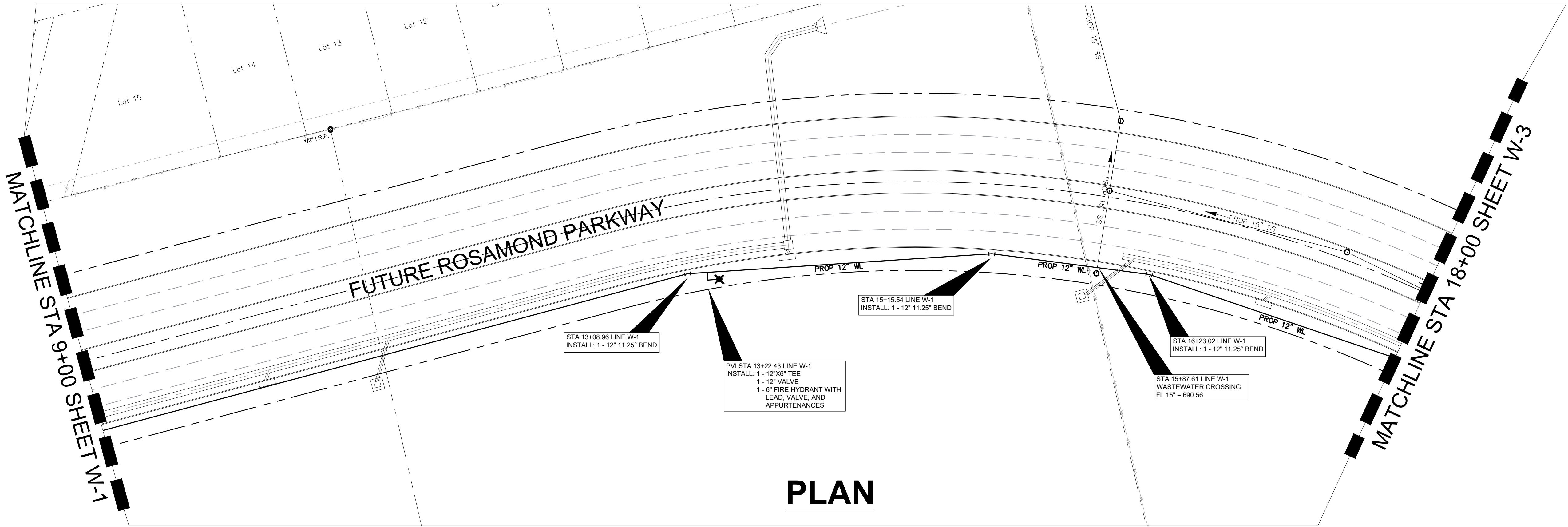


ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION

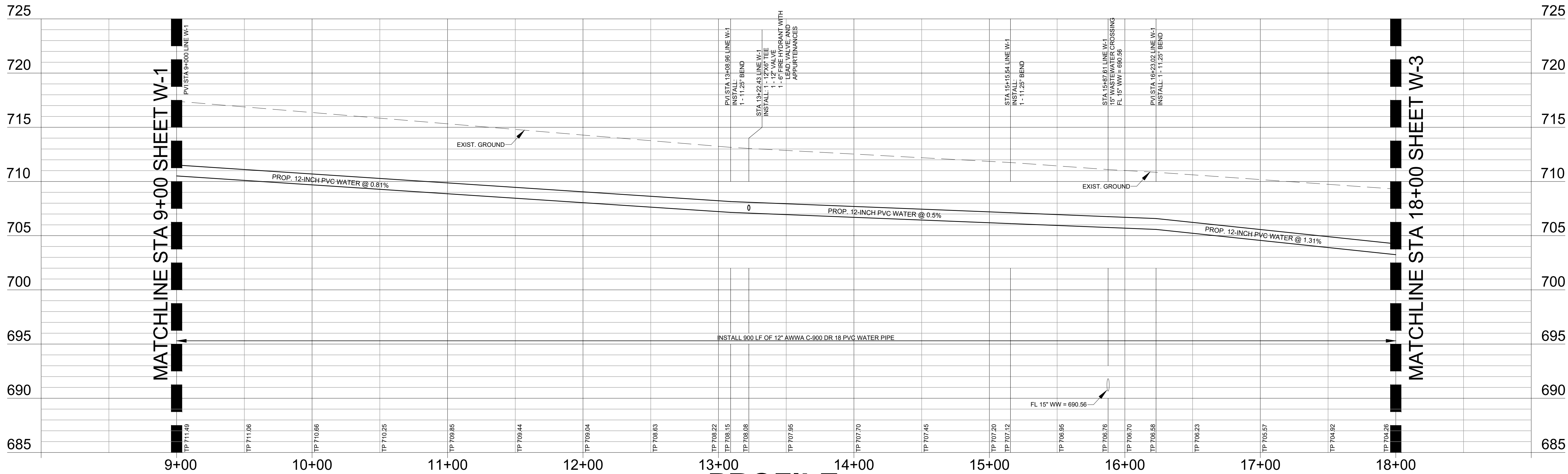


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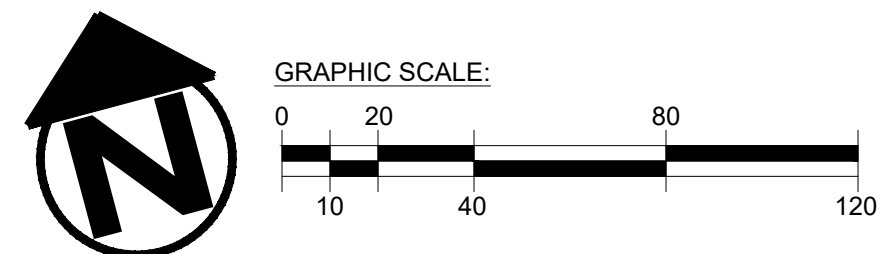
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W-2



PLAN



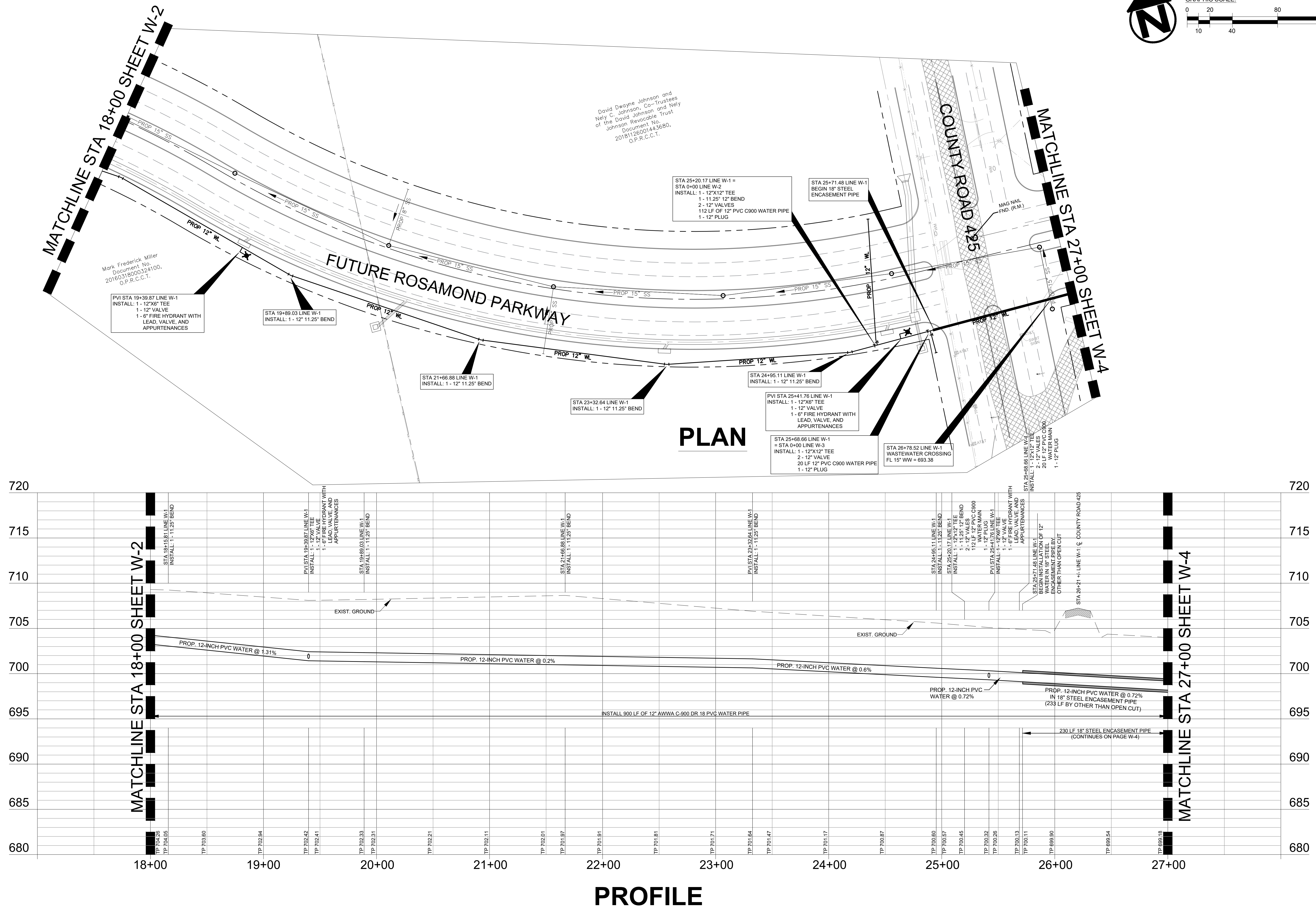
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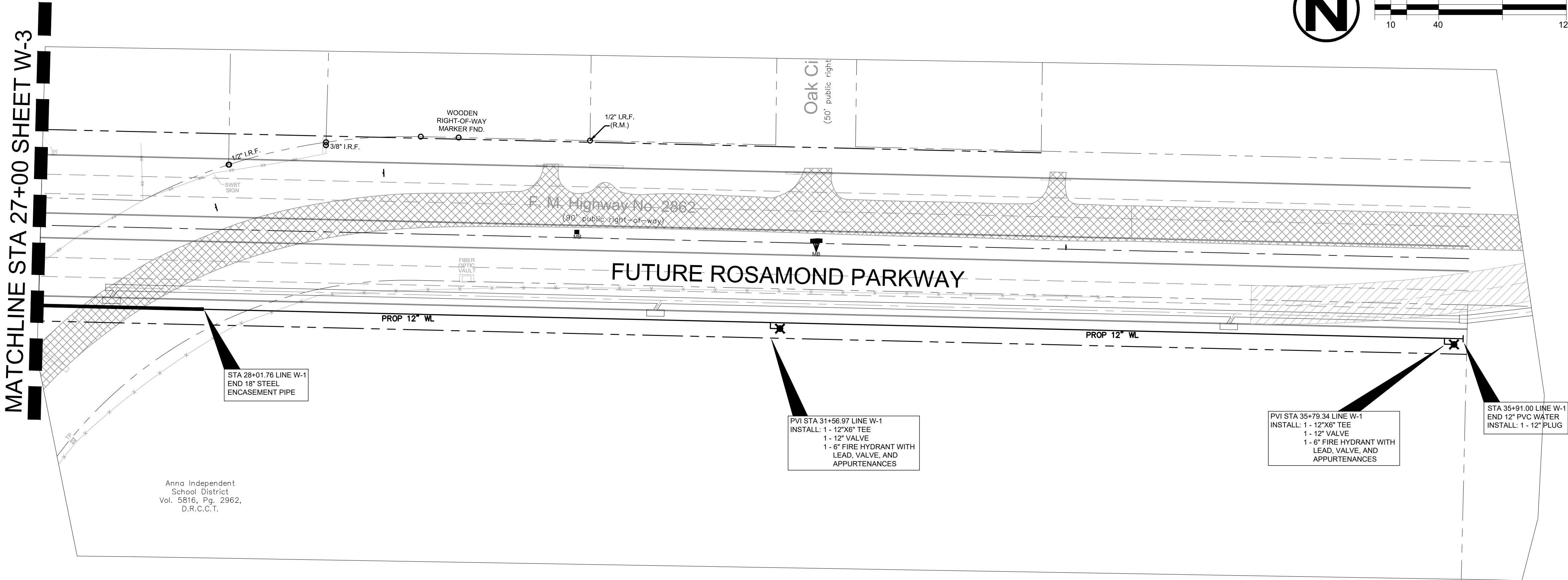
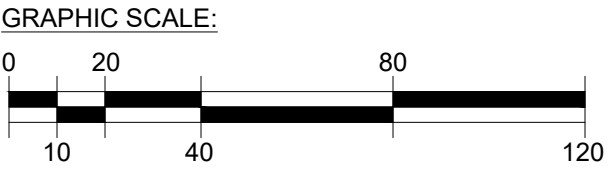


THE CITY OF
Anna

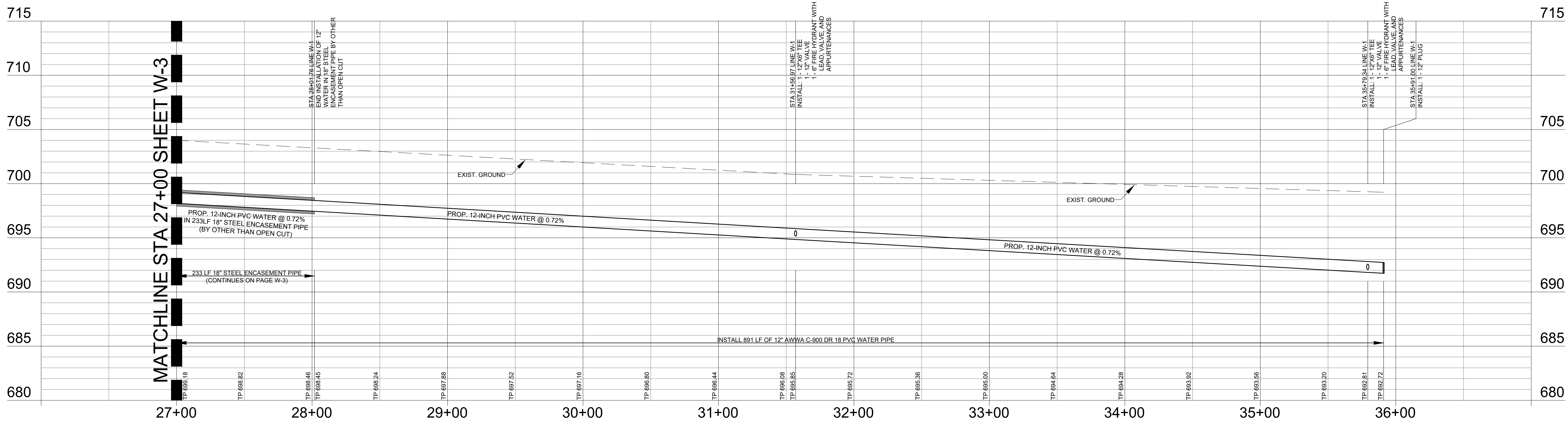
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W-3





PLAN



PROFILE

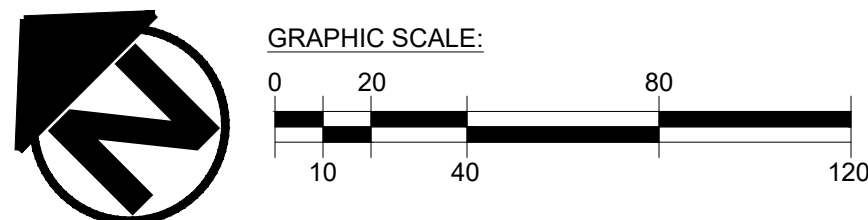
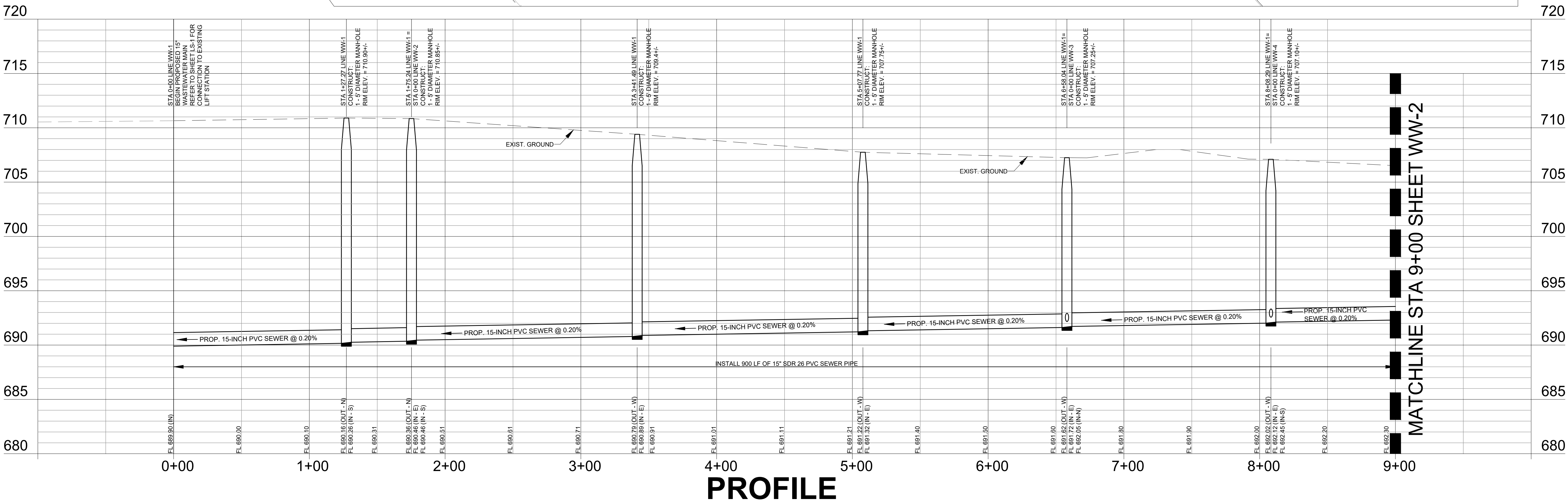
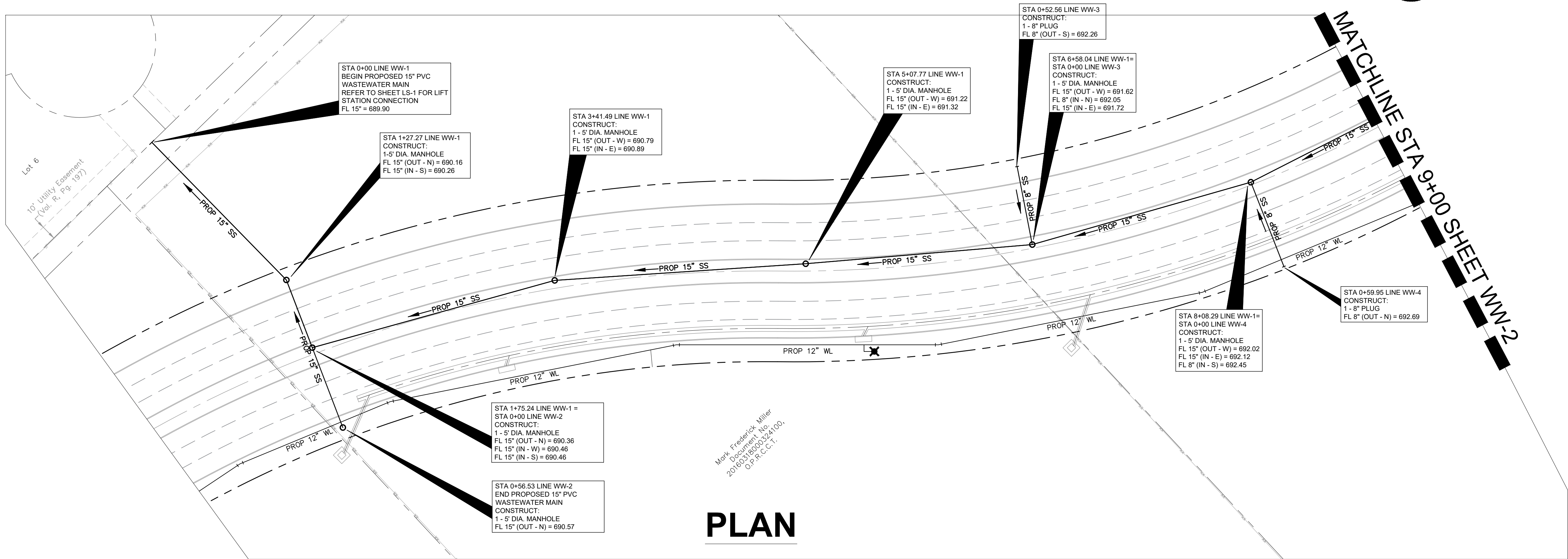
ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION



REVISIONS:

SHEET

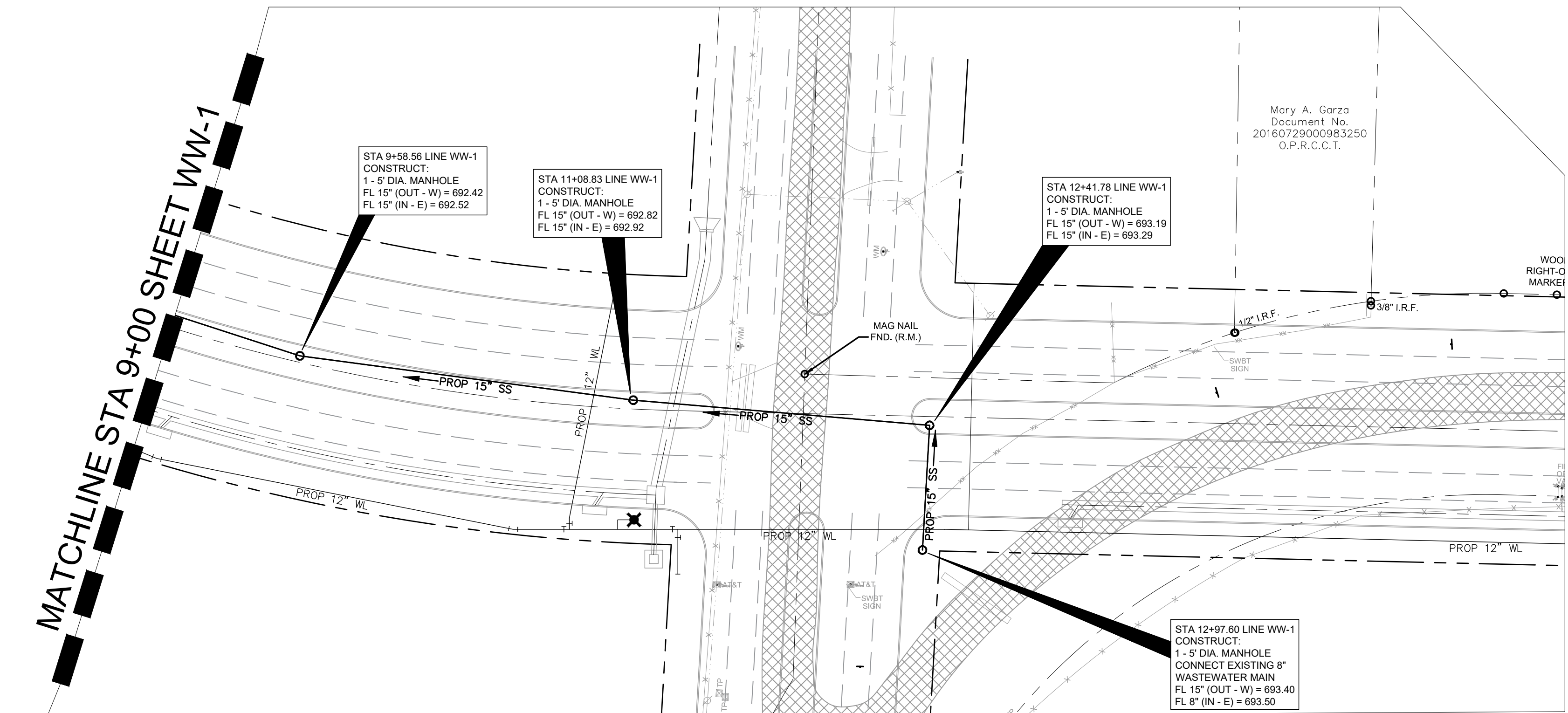
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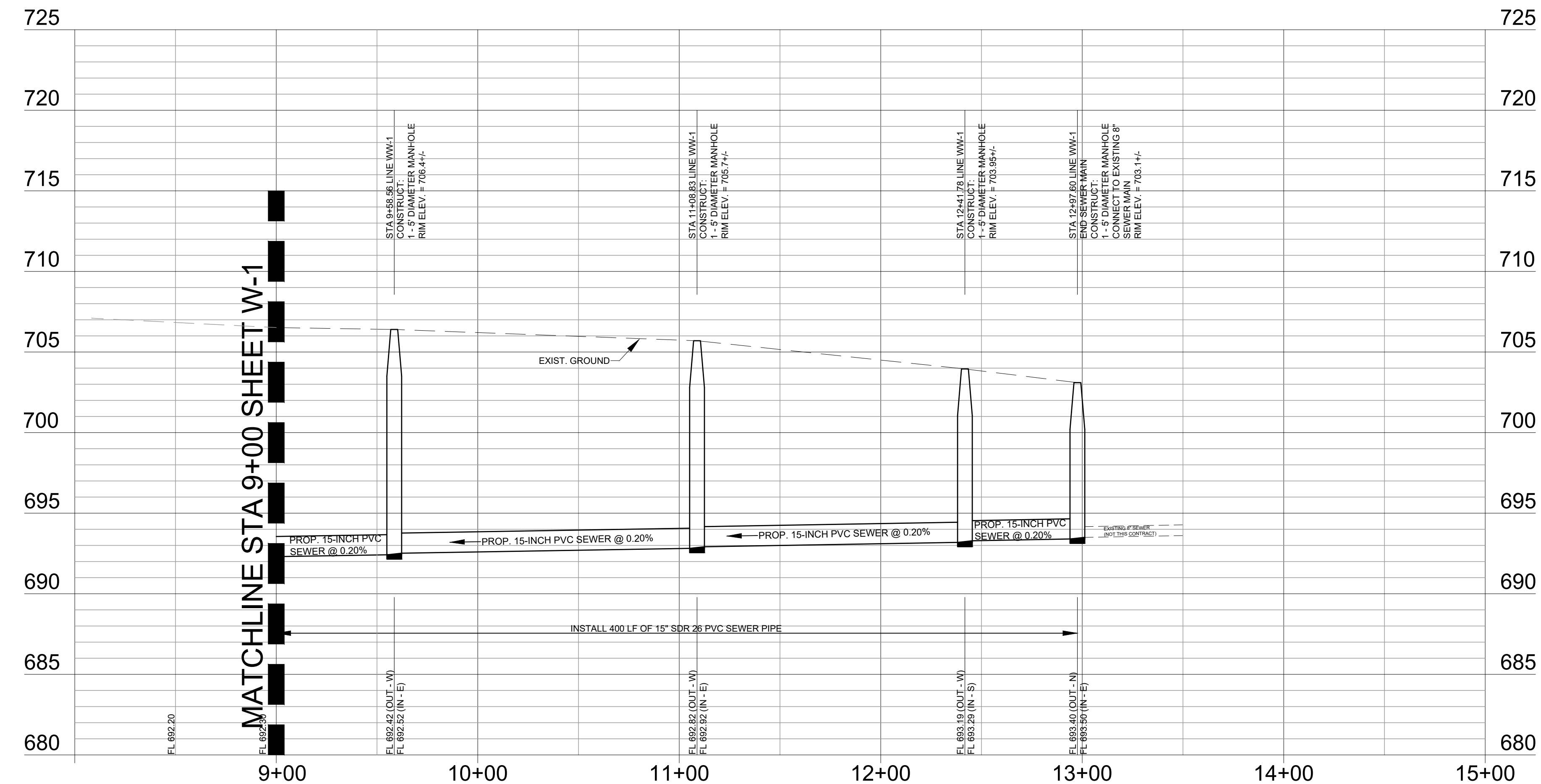
ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION



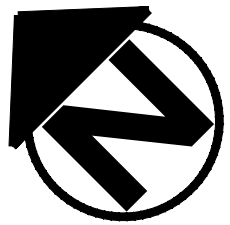
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ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION



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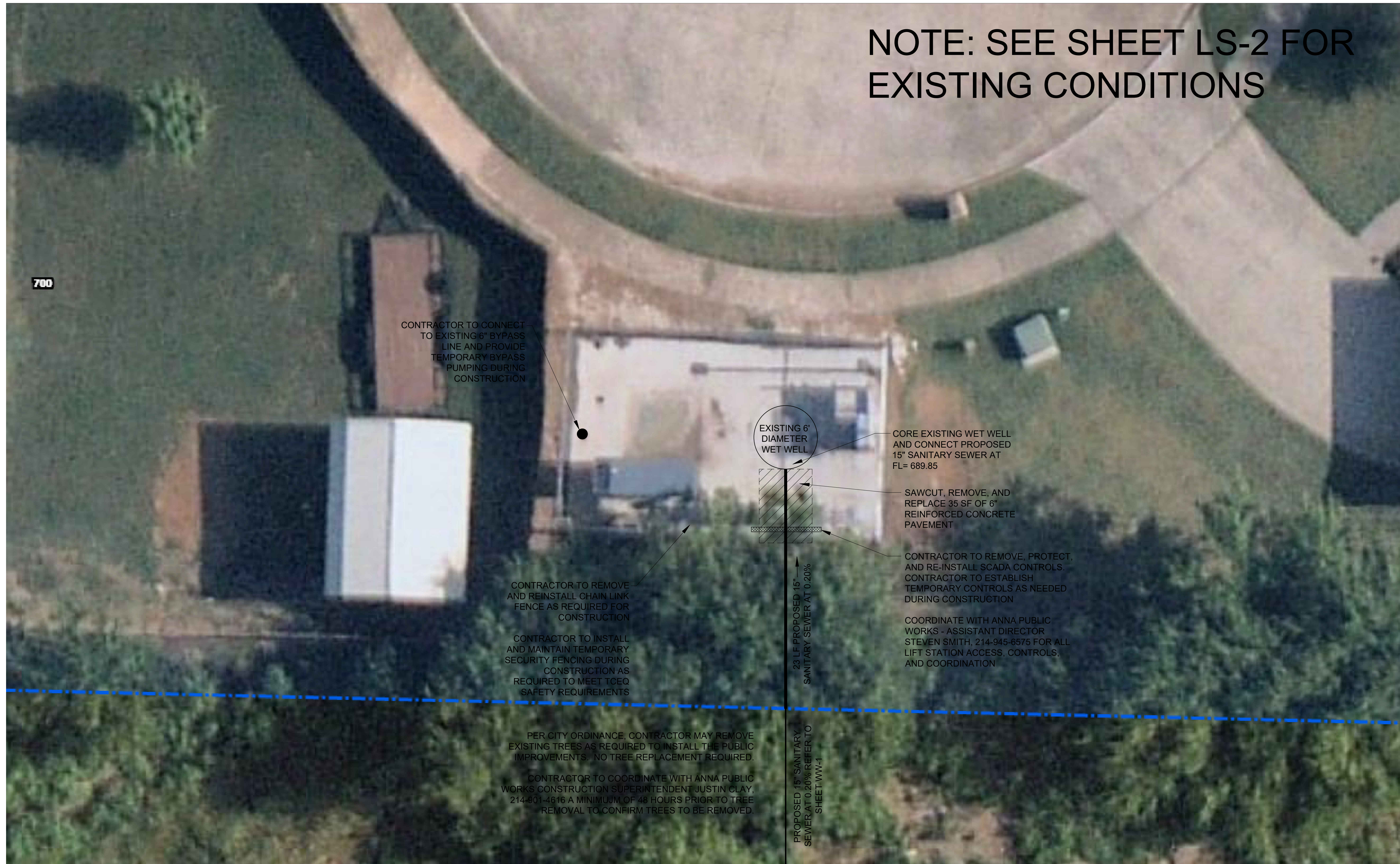


ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION



REVISIONS:

SHEET
LS-1



PLAN

FOR REFERENCE ONLY - PLAN FROM SWEETWATER CROSSING SUBDIVISION PHASE 2 LIFT STATION UPGRADES, PREPARED BY LOUIS SALCEDO, PE, LICENSE #44267, DRAWING DATE 10-25-2018



ROSAMOND PARKWAY EAST
PUBLIC UTILITY SYSTEM EXPANSION



REVISIONS:

SHEET
LS-2

"EXISTING 6" FORCE MAIN DISCHARGE PIPE HAS BEEN VERIFIED BY THE CITY OF ANNA PUBLIC WORKS DEPARTMENT TO BE SCHEDULE 40 P.V.C. RATED AT 180 psi" Note that the Phase 1 plans called for a 4" Force Main.

(Per the City of Anna Design Criteria)	
198 dwellings in Sweetwater Crossing Phase 1&2	
3.15 persons per dwelling	
100 gallons per person per day	
Peaking Factor of 4.5 (per City of Anna Wastewater Design Criteria for 52.7 acres	
Inflow/Infiltration → 800 gpd/acre * 32.91 acres (ex. Dev) + 600 gpd/acre * 16.51 acres = 36,234 gal/day	

Service Area	Dwellings	Population	Rate	Avg. Inflow	Peaking Factor	I/I	Q _{ultimate}
	single units, (S.U.)	persons	gal/per/day	gal/day	(M)	gal/day	gal/min
to ex. Lift Station	198	623.7	100	62370	4.5	36234	220

Commercial Lot								
acre	assumed development (sq.ft.)	parking spaces needed	persons	Rate (gal/person/day)	Inflow (gal/day)	peak factor	I&I	Qact. ult. (gpm)
3.29	235000	783	783	20	15660	4.5	1974	50

TOTAL DISCHARGE FROM PHASE 1&2 AND FUTURE COMMERCIAL LOT (Q = 270 gpm)

CYCLE TIME CALCULATIONS

PHASE 1&2 AND COMMERCIAL

TIME TO FILL ADF	10.7 min
TIME TO EMPTY ADF	3.8 min
TIME TO FILL ADF	10.7 min
TIME TO EMPTY ADF	3.8 min
TOTAL CYCLE TIME	29.0 min

WET WELL DESIGN

PHASE 1&2 AND COMMERCIAL (2-10hp PUMPS)

DAILY FLOW (GAL):	114,264
PEAK FLOW (FACTOR OF 4.5, gpm):	270 gpm
PUMP CYCLE TIME (min):	10.7 min
REQUIRED VOLUME OF WET WELL (GAL):	438 gal
TOTAL VOLUME PROVIDED (GAL):	846 gal
STORAGE DEPTH IN WET WELL:	12.0 ft.

TOTAL DYNAMIC HEAD (TDH) = 62.01 ft.

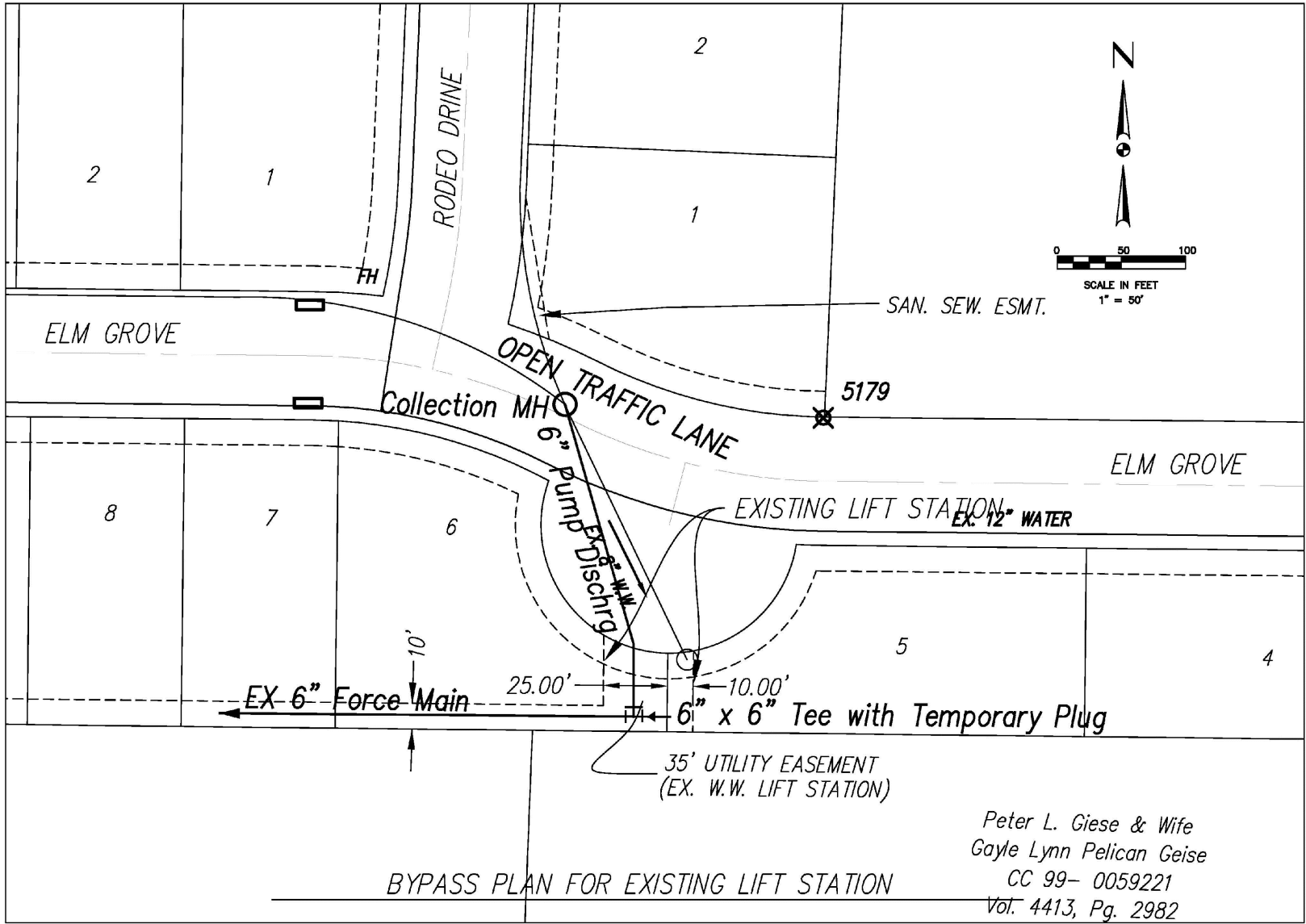
SURGE PRESSURE 6" PVC: 68.0 psi

LAG ON 694.16'

LEAD ON 692.0'

ALL OFF 688.0'

FL WET WELL 687.0'



The general wastewater bypass plan is as follows.

- Collection point at the manhole upstream of the lift station on Elm Grove Rd, then
- to the existing 6" Force Main downstream of the lift station and within the exiting easement with a 6" x 6" tee, plugging the bypass 6" after construction is complete (See Figure 2) Septic Tank Trucks will be on station during installation of the 6" x 6" tee.
- Pumping to be achieved by utilizing (2) 4" sound attenuated centrifugal self-priming pumps controlled by floats for automatic start and stop, one for primary and one for backup, Pump watch shall be provided by the contractor.
- The 6" line from the Elm Grove Road MH will be laid on the existing roadway/ground surface with traffic control barriers and signage blocking the southern half of Elm Grove Road and allowing traffic to pass through the approximate 12-ft of pavement north of the MH
- The calculated flow rate for the residences and the commercial property is shown on this sheet, approximately 270 gpm.
- Service shall be maintained for all residential and commercial properties at all times.

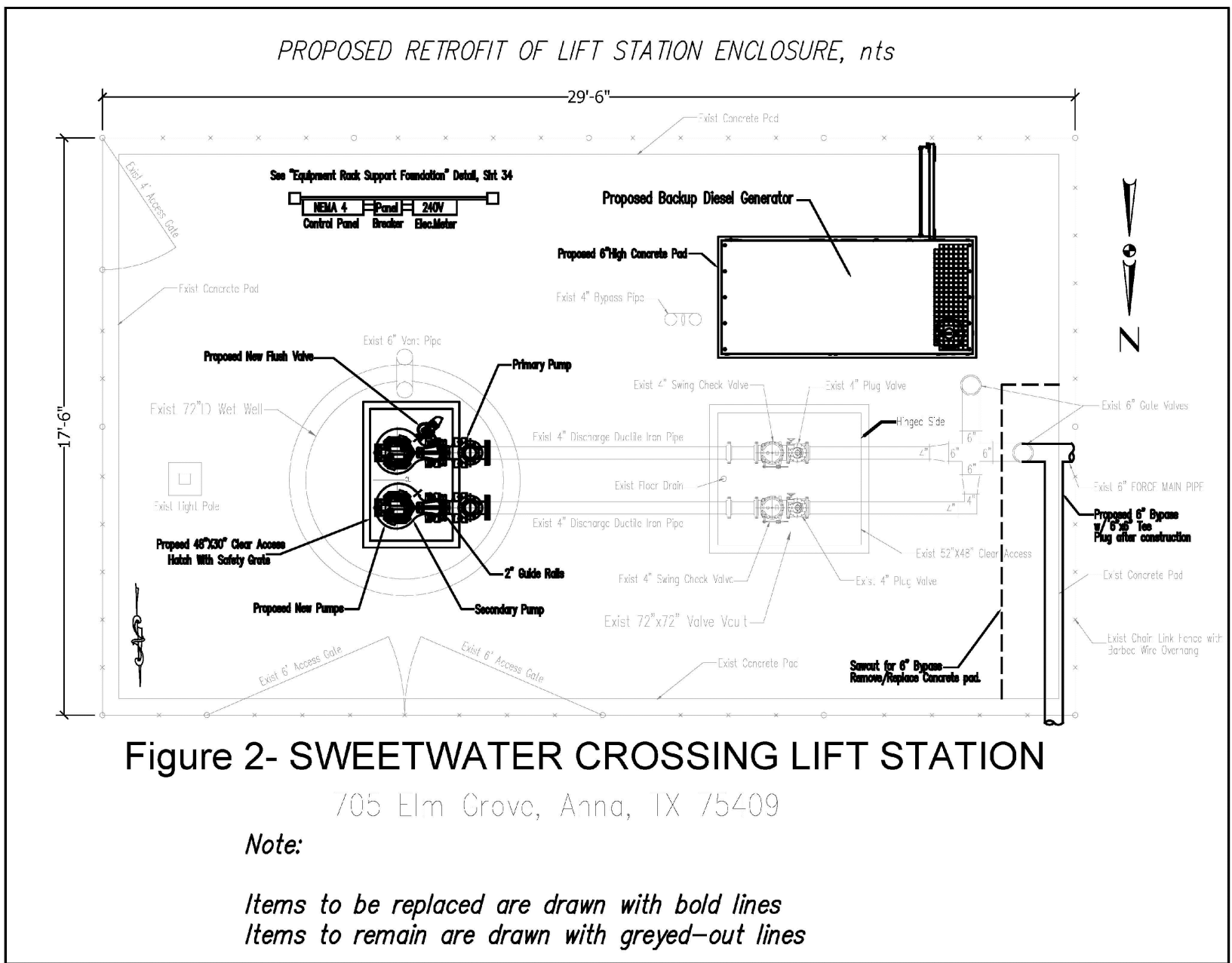
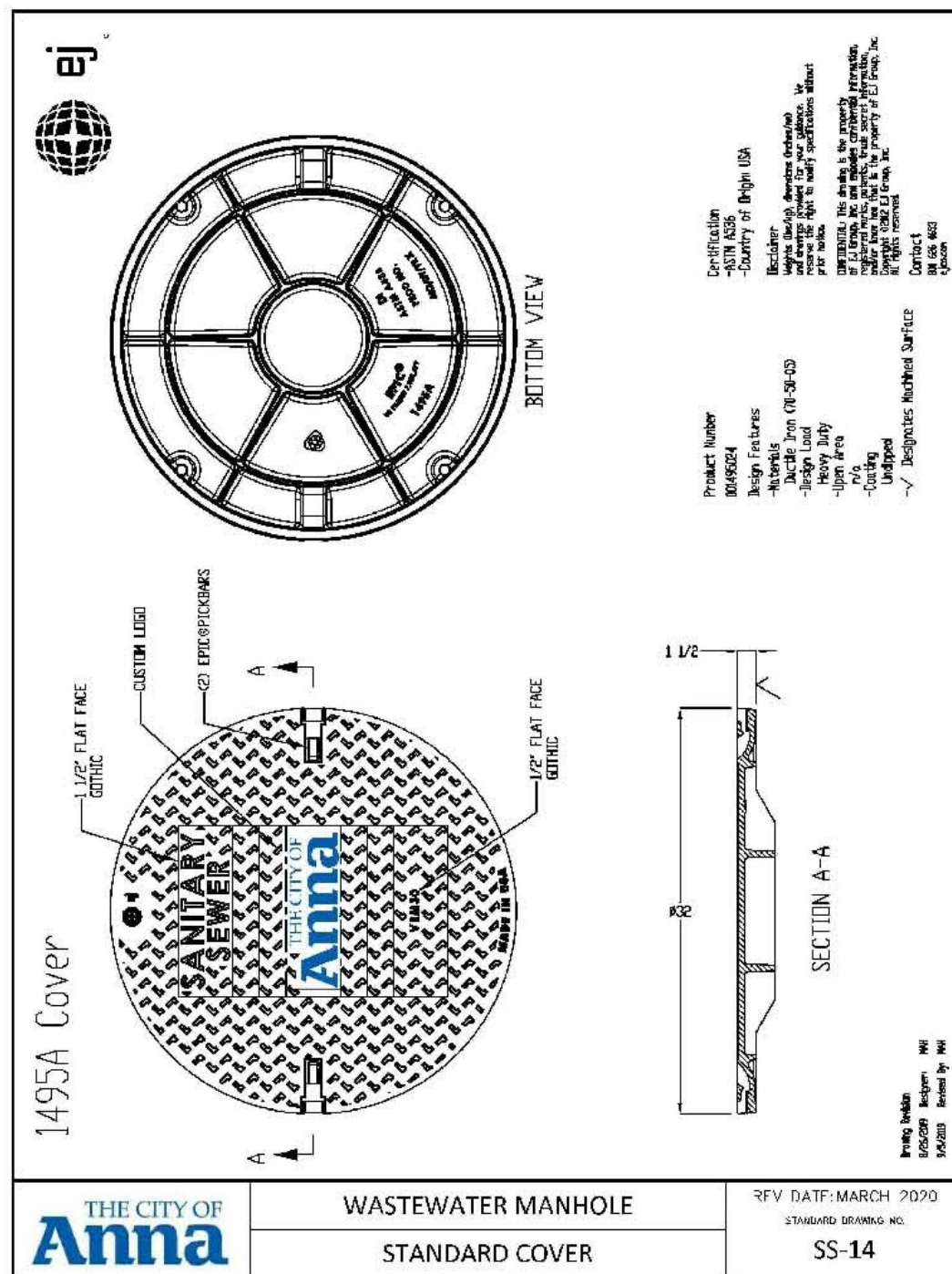
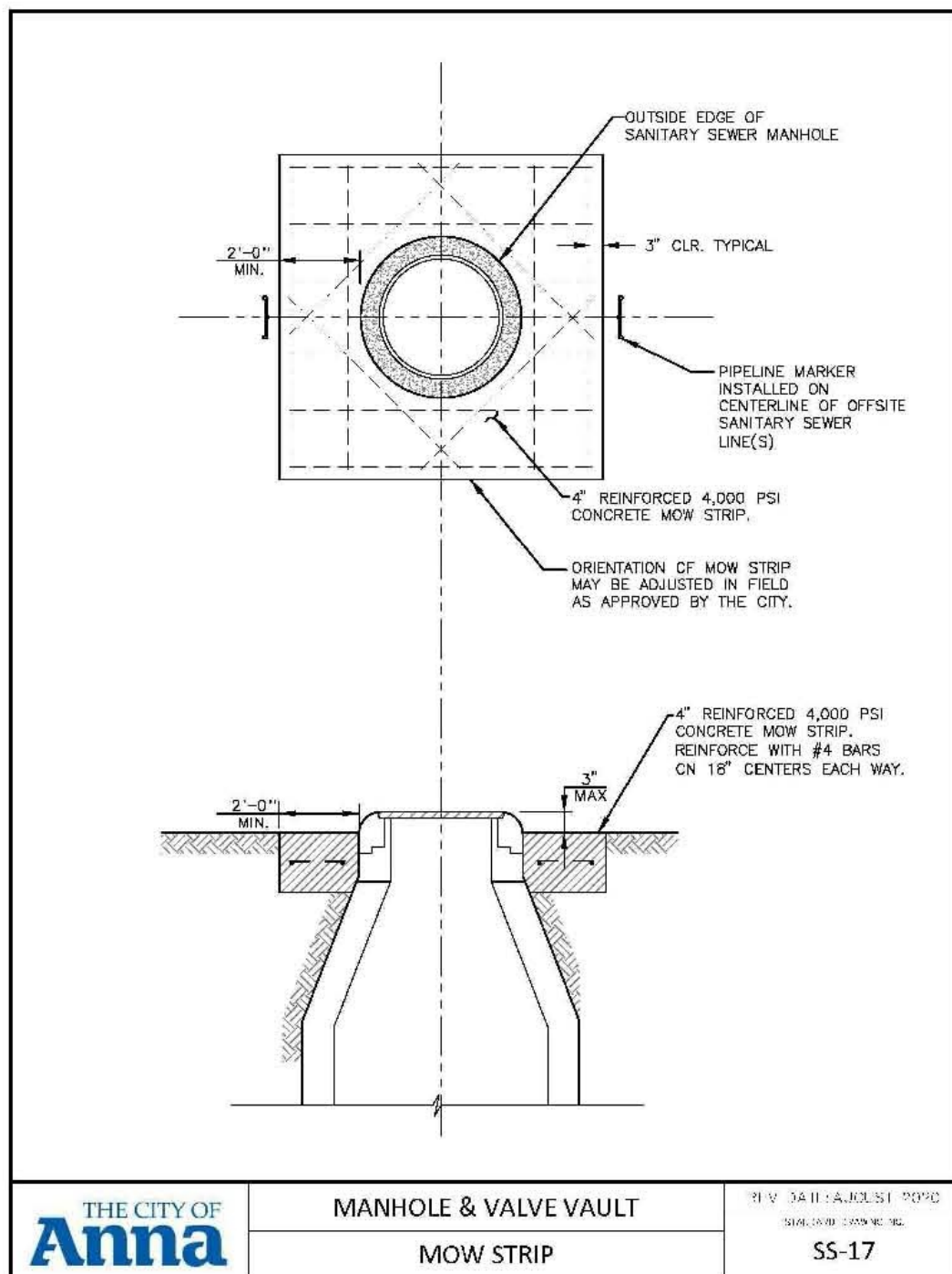
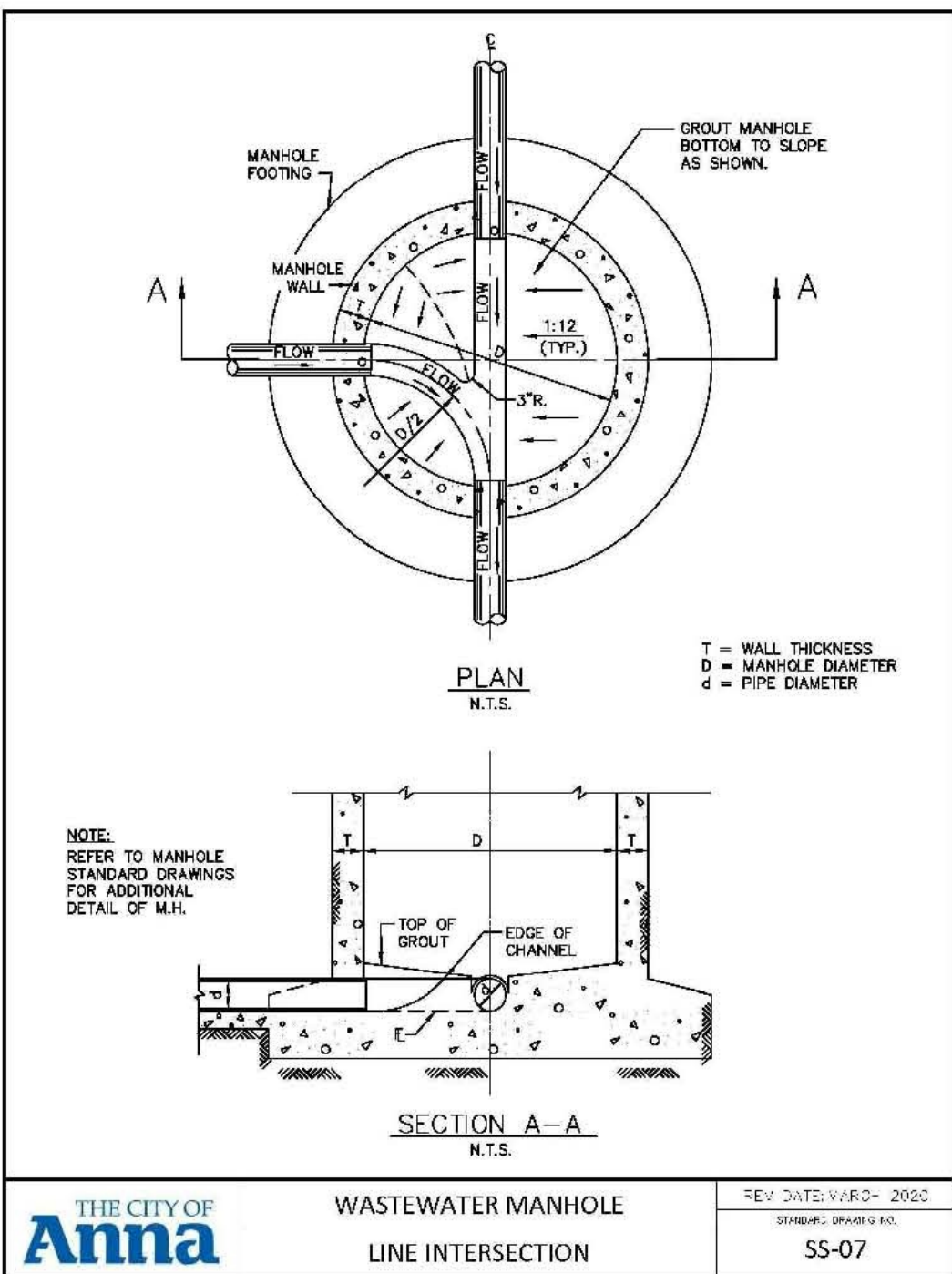
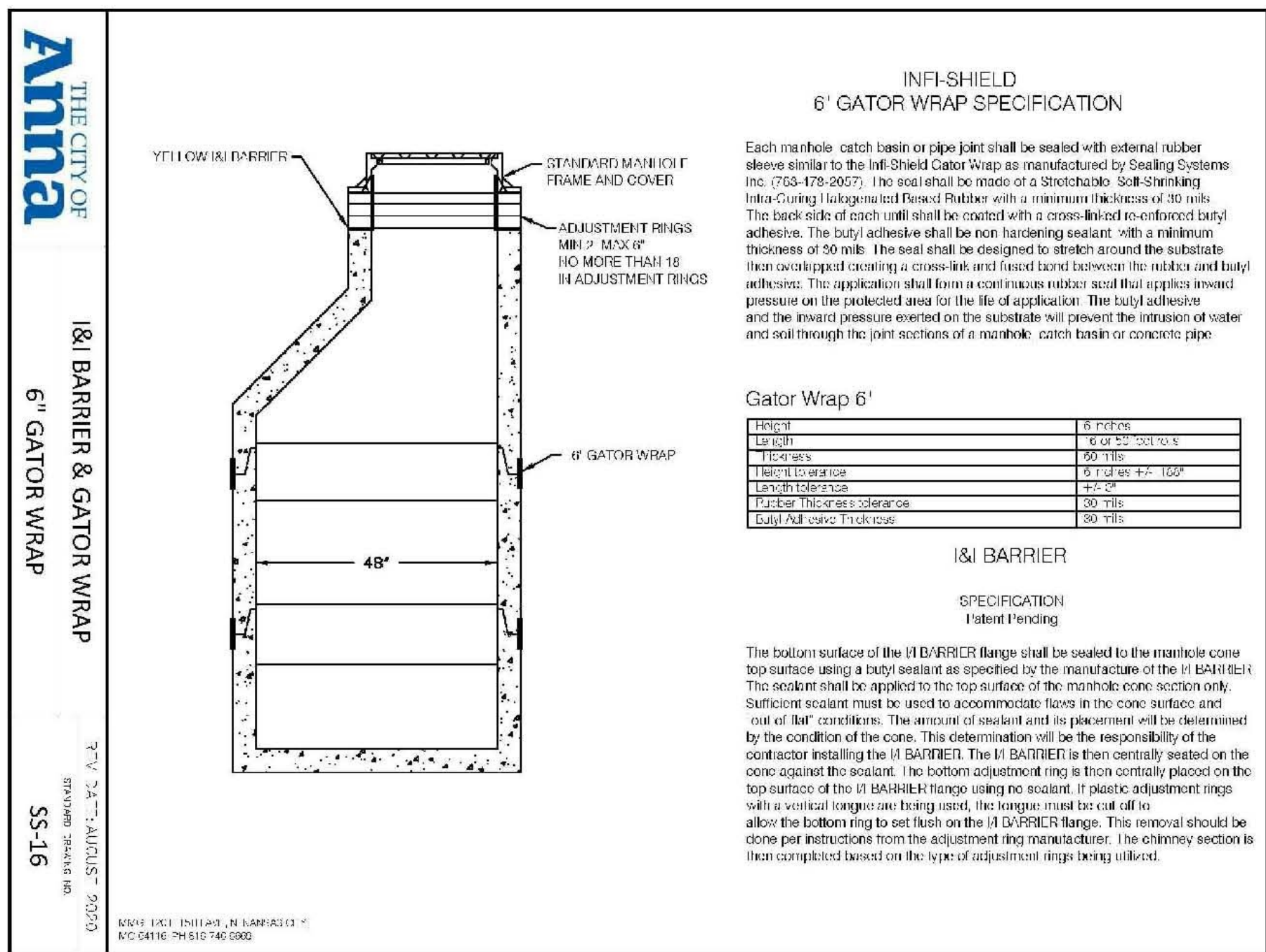
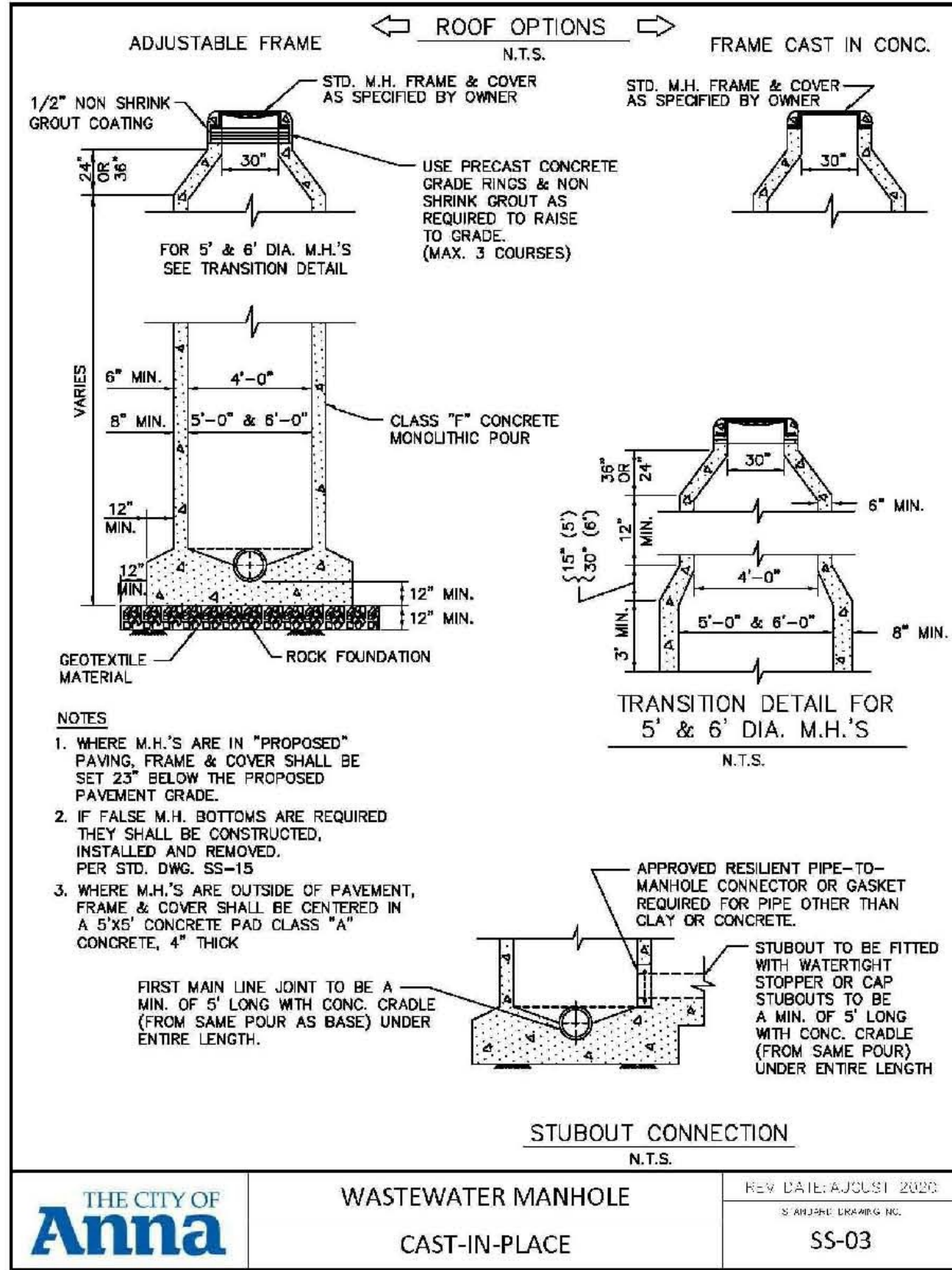
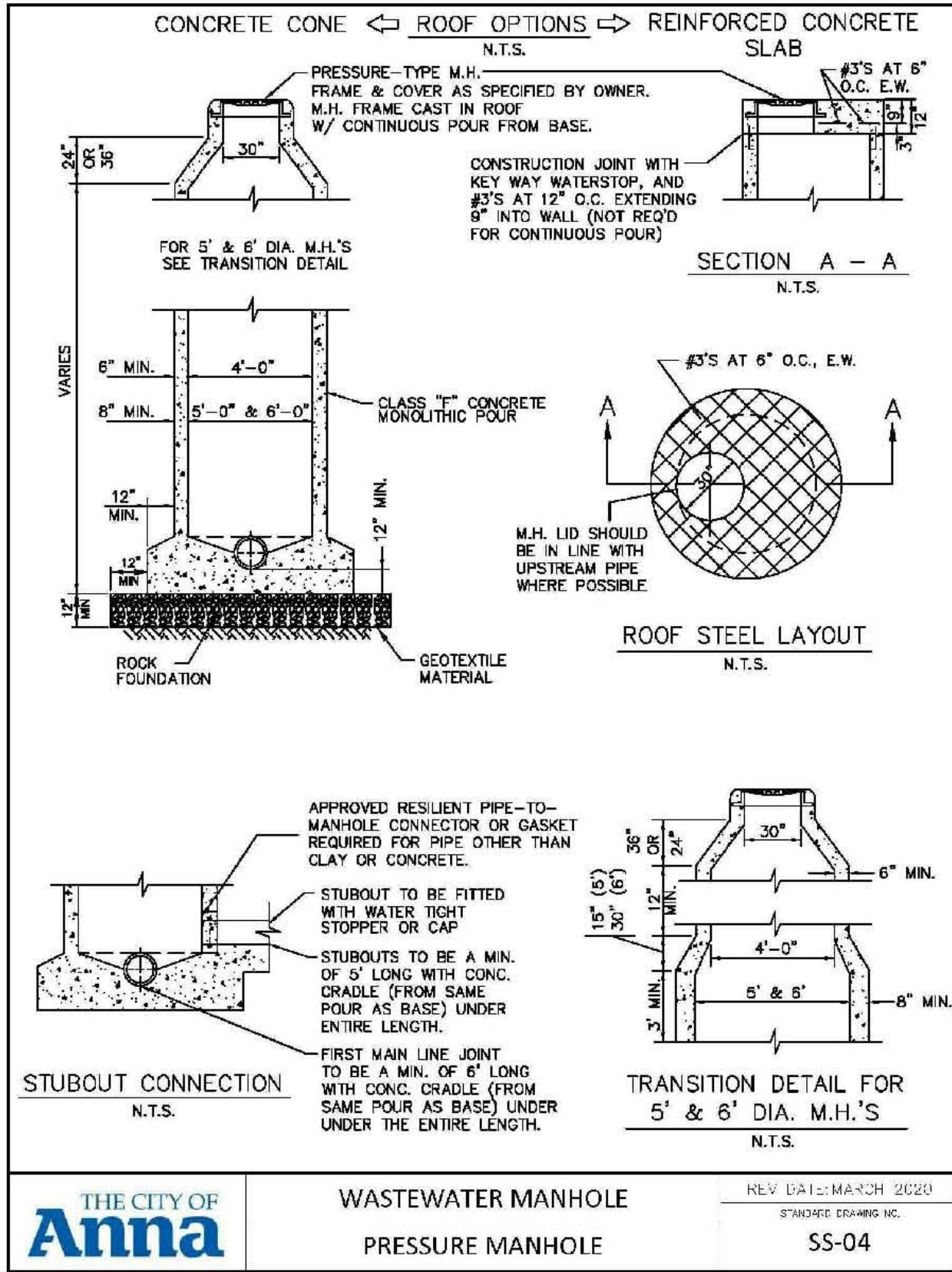
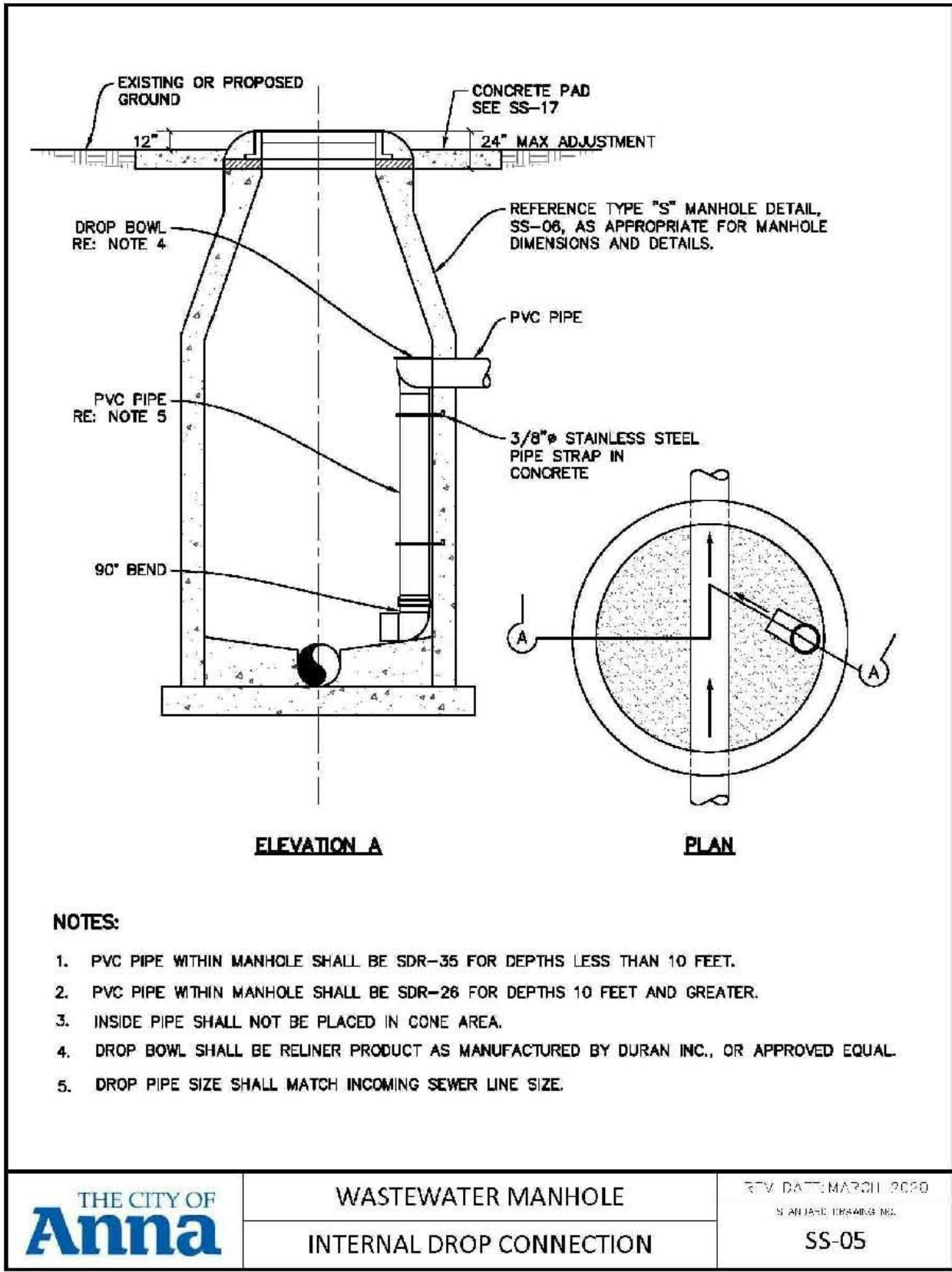
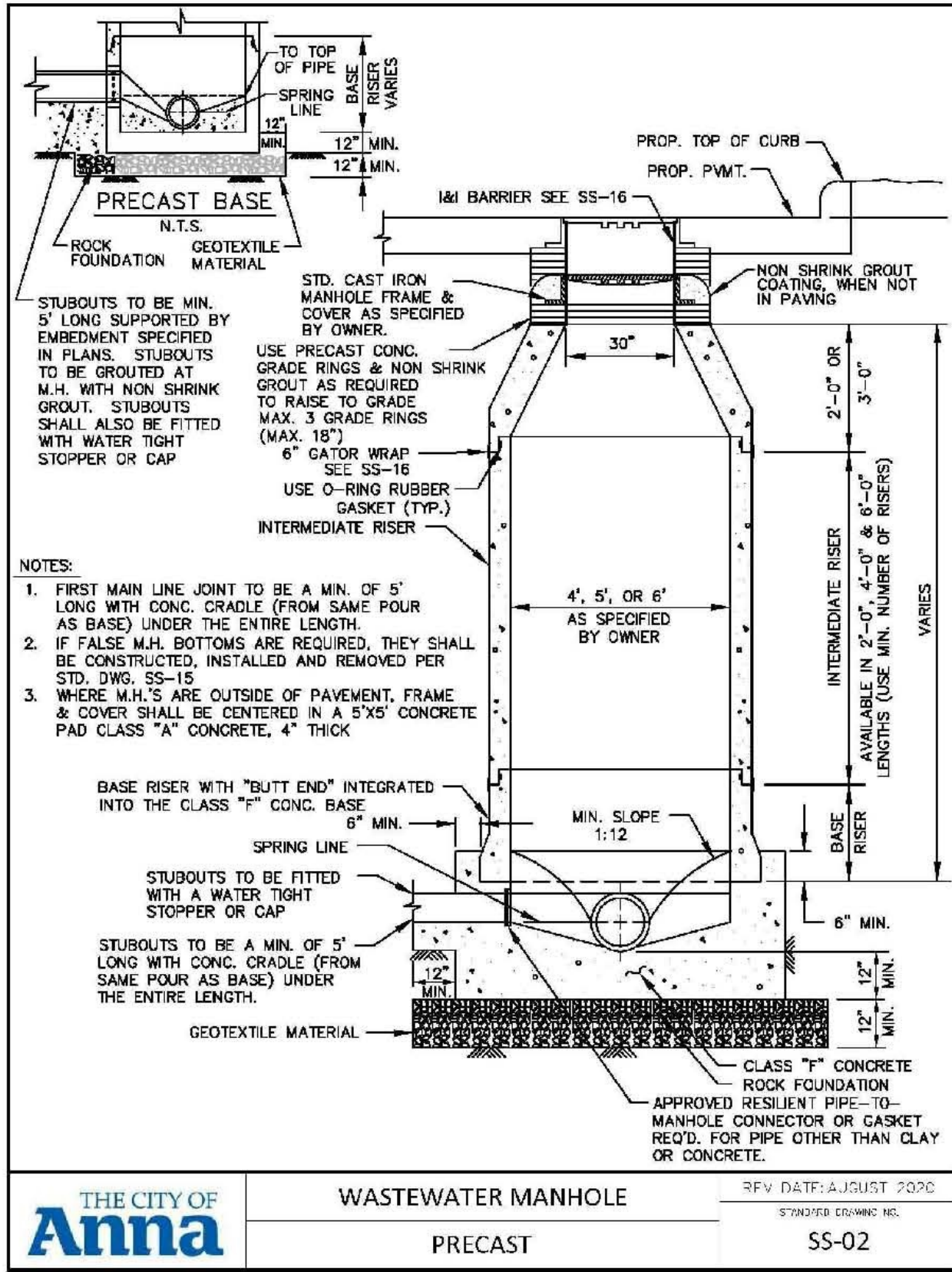


Figure 2- SWEETWATER CROSSING LIFT STATION

105 Elm Grove, Anna, TX 75409

Note:

Items to be replaced are drawn with bold lines
Items to remain are drawn with greyed-out lines



ROSAMOND PARKWAY EAST

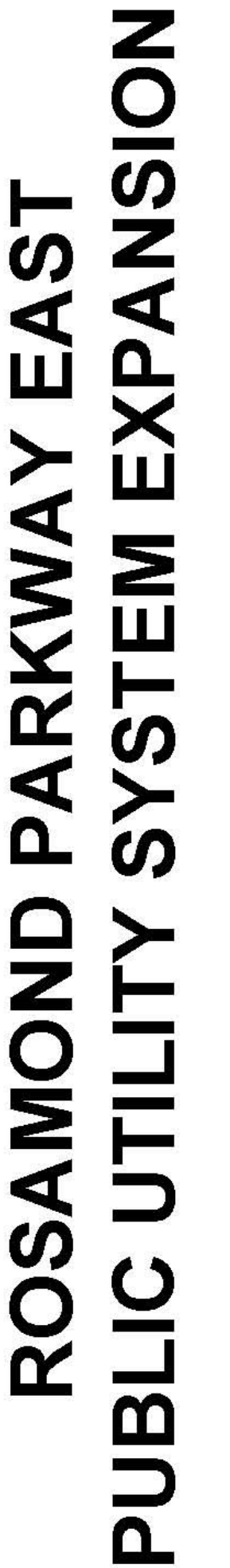
PUBLIC UTILITY SYSTEM EXPANSION

THE CITY OF Anna

REVISIONS:

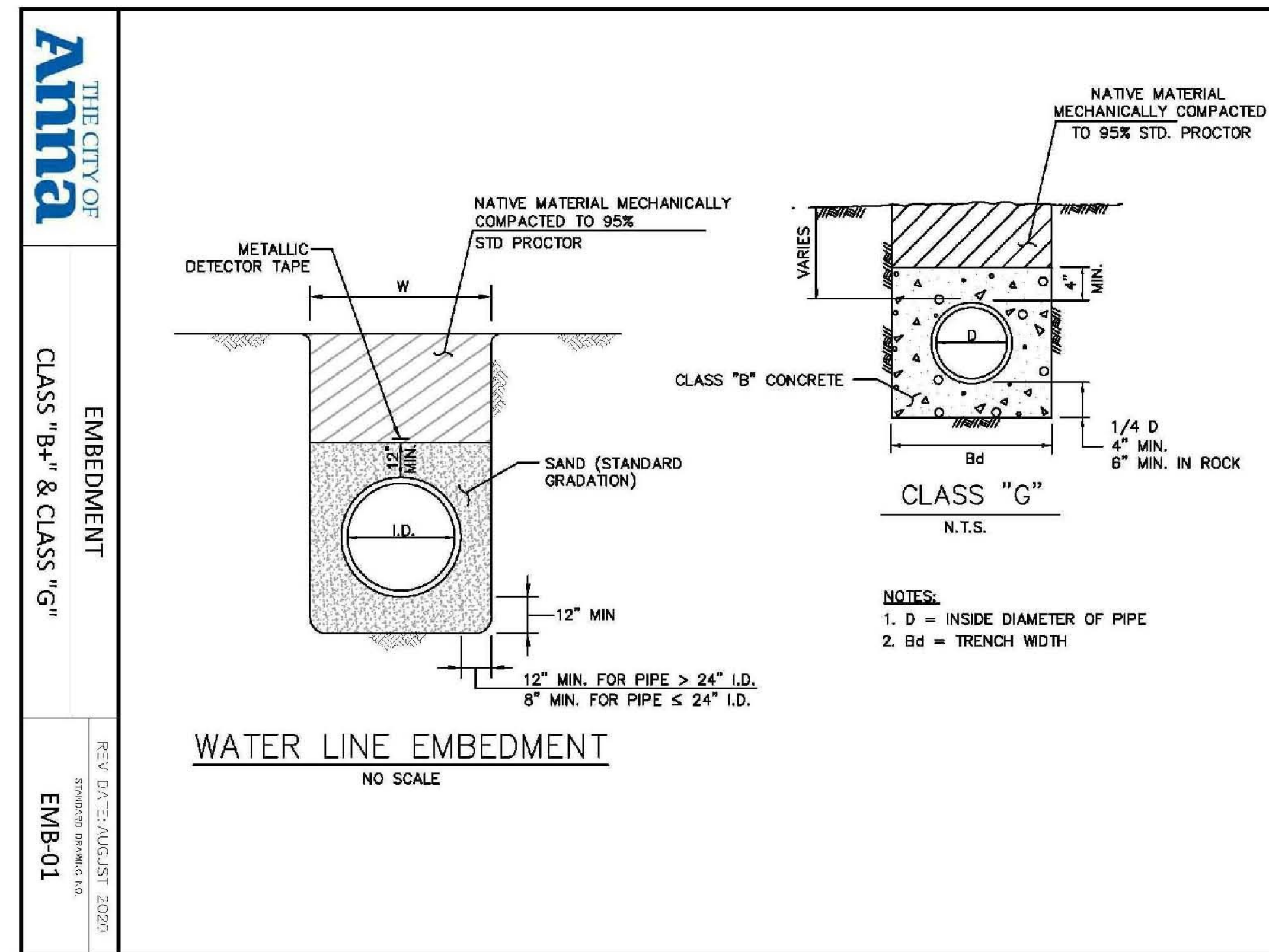
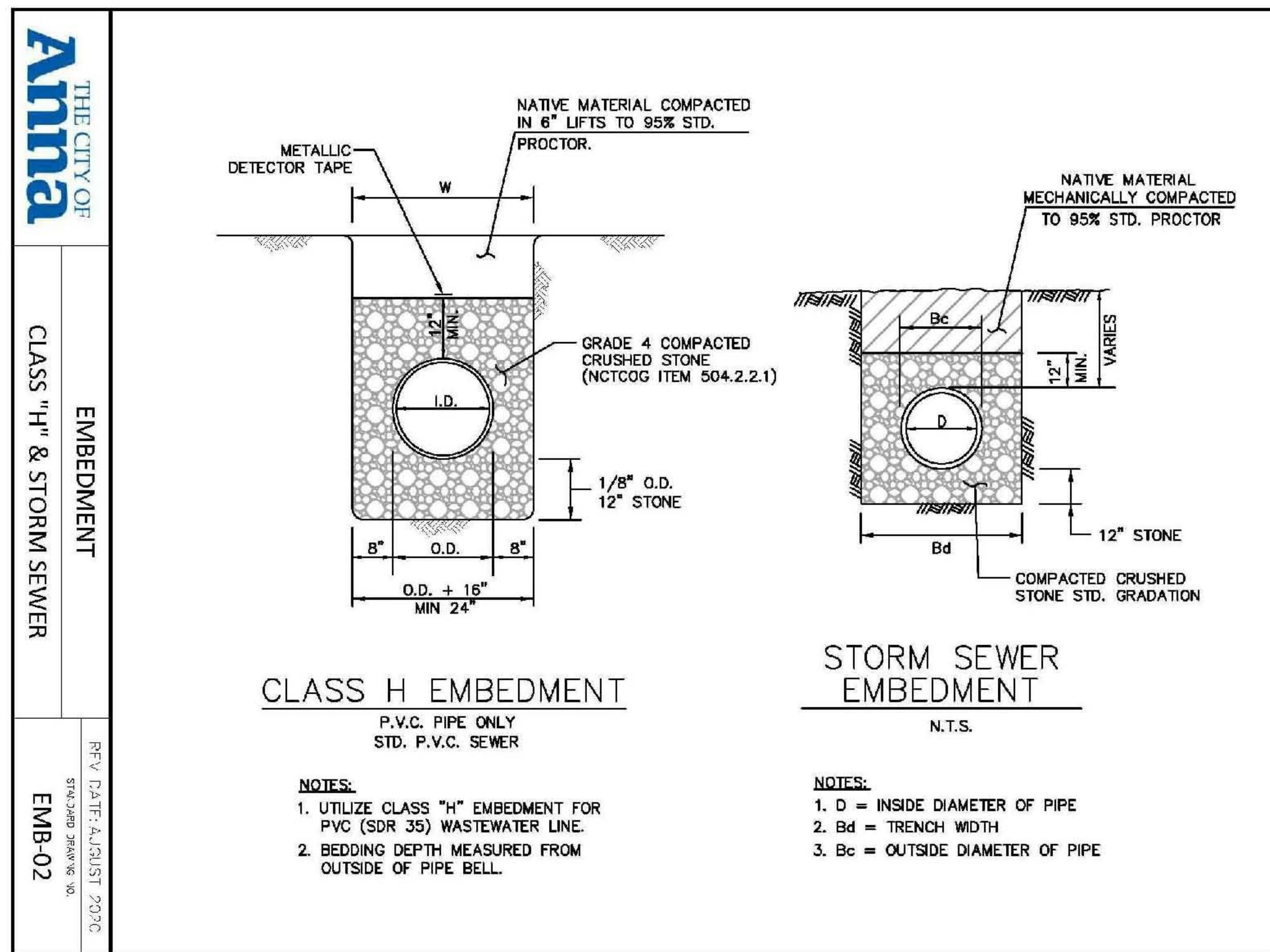
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SD-2



REVISIONS:

SD-1





Item No. 6.z.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution approving a Roadway Impact Fee Reimbursement Agreement by and between the City of Anna, Texas and Risland-Mantua, LLC subject to approval as to form by the City's legal counsel. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

D.R. Horton is preparing to construct Rosamond Parkway from US 75 to Anna High School as a part of their single family home development known as The Woods At Lindsey Place. Per the development agreement between the City and D.R. Horton, the City is responsible for acquiring all of the necessary public right-of-way required for the project.

The property most impacted by the project is the commercial tract owned by Risland Mantua at the northeast corner of US 75 and County Road 370. Due to the location of the overpass at US 75 and the location of the existing high pressure gas main, the road right-of-way cannot be split at the property line in this area. Instead, nearly all of the right-of-way must come from the Risland property. In addition, the Risland tract has direct access from the US 75 frontage road, so the new construction of Rosamond Parkway is not required for access to the property.

As such, staff has negotiated an agreement with Risland Mantua to allow for a future impact fee discount to be applied to the roadway impact fees due to the City when the property develops in the future. The proposed total amount to be discounted is equal to the present value of the property being donated as right-of-way, which totals \$479,740.00. This equates to 2.203 acres at \$5/square foot, which is a reasonable value for property fronting onto US 75 in the current market conditions. The value has been confirmed through an appraisal which was completed on the property this month.

This allows the City to acquire the necessary right-of-way with no payment from the City. Instead, the landowner will receive compensation when the property develops through a reduction in Impact Fees due upon future development. Staff finds that this agreement provides Anna with the best method by which to acquire the property needed for the construction of Rosamond Parkway in a fast and efficient manner, and at a reasonable value.

FINANCIAL IMPACT:

There is no cost to the City at this time. Per the agreement, the City will reduce roadway impact fees charged for the future development of the subject tract by an

amount equal to the present value of the right-of-way donated, which is estimated to be \$479,740.00. Roadway Impact Fees are development costs, so no taxpayer funds are affected.

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. Risland Impact Fee Reimbursement
2. RES. Risland Mantua Agreement

APPROVALS:

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

Created/Initiated - 12/9/2021
Approved - 12/9/2021
Final Approval - 12/10/2021

ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT FOR RISLAND MANTUA COMMERCIAL

This Roadway Impact Fee Reimbursement Agreement for Risland Mantua Commercial (this "Agreement") is entered into by and between the CITY OF ANNA, TEXAS (the "City") and RISLAND MANTUA, LLC, a Delaware limited liability corporation ("Developer").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof to the extent that this Agreement and any such previous agreement are in direct conflict; and

WHEREAS, Developer represents and warrants that it owns and desires to develop certain real property in Collin County, Texas, composed of approximately 555.801 acres of land located entirely within the extraterritorial jurisdiction and corporate limits of the City of Anna, more particularly described in the attached Exhibit A (the "Property"); and

WHEREAS, the City makes the finding that the Roadway Project, as hereinafter defined, is an eligible project on the City's Capital Improvement Plan and qualifies for impact fee reimbursement or credit under Chapter 395, Texas Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

City Code means the Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Collected Roadway Impact Fees shall have the meaning ascribed to that term in Section 4(b)(1).

Developer's Dedication, with respect to the Roadway Project, means: the right of way and easements as defined in Exhibit B and dedicated to the City of Anna by or on behalf of Developer for the construction of the Roadway Project.

Final Roadway Reimbursement Amount, with respect to the Roadway Project, means a dollar amount equal to the lesser of \$479,740.00 or the total amount of Collected Roadway Impact Fees received by the City for building permits issued on the Property. No additional costs shall be considered eligible for reimbursement.

Property means the real property as described and depicted in Exhibit A.

Roadway Impact Fee Reimbursement Property means real property as defined in Exhibit A from which Collected Roadway Impact Fees shall be eligible to be reimbursed upon development.

Roadway Improvements means right of way preparation, paving excavation, construction of concrete paving, storm drainage, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system for the Roadway Project.

Roadway Project means the construction of Rosamond Parkway generally described, without limitation, as the installation of concrete road paving and associated utilities generally depicted in Exhibit C attached hereto, and in accordance with construction plan(s) approved by the City.

Roadway Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once a building permit is issued on the Roadway Impact Fee Reimbursement Property and Collected Roadway Impact Fees are received by the City, the City Manager shall review the documentation provided and shall approve reimbursement of Roadway Impact Fees according to Section 4(b)(1) in a dollar amount equal to the lesser of \$479,740.00 or the total amount of Collected Roadway Impact Fees received by the City for building permits issued on the Property, within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably withheld). Upon approval of Roadway Impact Fee Reimbursement, the City shall issue payment to Developer.
- (b) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.

- (c) Indemnification and Hold Harmless. DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE ROADWAY PROJECT INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY OF THE ROADWAY PROJECT OR WATER PROJECT NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) ARISE IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 4 PROJECTS

(a) Developer Obligations.

As a condition to receipt of the Roadway Impact Fee Reimbursement set forth herein, Developer agrees to dedicate the right-of-way and easements required for the construction of the Roadway Project in accordance with all documents shown in Exhibit B. Developer shall execute the dedication documents on or before the 21st day of December, 2021.

(b) City Obligations

- (1) In accordance with City Regulations and state law, the City shall collect roadway impact fees in the amounts on the City's impact fee schedule from the Roadway Impact Fee

Reimbursement Property as described in Exhibit A at the time of issuance of building permits (the "Collected Roadway Impact Fees") and place such Collected Roadway Impact Fees in a separate and clearly identifiable interest-bearing account. The City shall reimburse Developer up to the \$479,740.00 in the aggregate (the "Roadway Reimbursement"), with such Roadway Reimbursement occurring as building permits are issued and impact fees are collected. Within 30 days of the City issuing building permits for development of the Roadway Impact Fee Reimbursement Property and receiving Collected Roadway Impact Fees, the City shall provide the Roadway Reimbursement to Developer monthly as building permits are issued until the Final Roadway Reimbursement Amount has been paid in full. Notwithstanding the foregoing or any other provision of this Agreement, the Collected Roadway Impact Fees shall be the sole source of reimbursement or funding that the City is obligated to provide to Developer in connection with the Roadway Project even if the total amount of the Collected Roadway Impact Fees is less than the Final Roadway Reimbursement Amount.

- (2) Notwithstanding the foregoing or any other provision of this Agreement, the Roadway Reimbursement authorized by this Agreement and any and all of the City's other obligations under this Agreement shall expire on December 31 in the tenth year after the date of the final conveyance of the Road Project to the City..

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.
- (b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 8 MISCELLANEOUS PROVISIONS

- (a) Authority to Execute Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

- (b) Default and Opportunity to Cure. A Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the other Party referencing this Agreement (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith). Upon a default, subject to the cure period described herein, the non-breaching Party will have all available rights and remedies under the law and equity. Notwithstanding the foregoing, the City shall be considered in default for failure to provide the Roadway Impact Fee Reimbursement immediately upon such failure without a notice and cure period and Developer's sole remedy in such event shall be to seek specific performance of this Agreement.
- (c) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City: City of Anna
 Attn: City Manager
 P.O. Box 776
 111 N. Powell Parkway
 Anna, TX 75409

If to Developer: Risland Mantua, LLC
 Attn: Michael Hanschen
 5600 Tennyson Pkwy #230
 Plano, Texas 75024

- (d) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (e) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (f) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

- (g) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (h) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (i) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (j) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (k) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (l) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (m) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.
- (n) Exhibits.
- | | |
|-----------|--|
| Exhibit A | The Property (legal description and drawing) |
| Exhibit B | Right of Way and Easement Dedication Documents |
| Exhibit C | The Roadway Project Plans |

DEVELOPER:

RISLAND MANTUA, LLC
a Delaware limited liability corporation

By: Risland Mantua, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
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 that he/she executed the same for the purposes and consideration therein expressed and in his/her capacity as _____ of Risland Mantua, LLC.

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)

(Field Notes on following page)

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net

TBPLS Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 — Kate A. Wagner, RPLS No. 6578

TRACT TWO 167.138 Acres

SITUATED in the County of Collin, State of Texas, and being a part of the Henry Smith Survey, Abstract No. 822, and being a part of the J. C. Burge Survey, Abstract No. 106, and being a part of the 555.801 acre tract of land (*Tract B*) conveyed from Viola Lordsmeer, L.P. to Risland Mantua, LLC by Special Warranty Deed dated June 25, 2018 and recorded in Instrument No. 20180625000783630, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found at the most Southerly Southeast corner of both said Mantua 555.801 ac. and the herein described tract;

THENCE South 89 deg. 05 min. 40 sec. West, with a South line of said Mantua 555.801 ac., entering the pavement of County Road 370, a public road and continuing with the pavement of same for a total distance of 749.14 ft. to a 1/2 inch rebar found in the East right-of-way line of U.S. Hwy. No. 75, at the most Southern Southwest corner of both said Mantua 555.801 ac. and the herein described tract;

THENCE North 00 deg. 34 min. 15 sec. West, with the East right-of-way line of said U.S. Hwy. 75 and a West line of said Mantua 555.801 ac., a distance of 54.95 ft. to a 5/8 inch aluminum capped rebar found at an Ell corner of both said Mantua 555.801 ac. and the herein described tract;

THENCE North 84 deg. 51 min. 37 sec. West, with the North line of said U.S. Hwy. 75 and a South line of said Mantua 555.801 ac., a distance of 184.48 ft. to a 5/8 inch rebar found at a Southwest corner of both said Mantua 555.801 ac. and the herein described tract;

THENCE Northerly, with the East right-of-way line of said U. S. Highway 75 and the West line of said Mantua 555.801 ac., the following calls and distances:

1. North 43 deg. 05 min. 07 sec. West, a distance of 74.58 ft. to a 5/8 inch rebar found;
2. North 01 deg. 01 min. 05 sec. West, a distance of 669.59 ft. to a point;
3. North 05 deg. 53 min. 50 sec. East, a distance of 300.13 ft. to a 5/8 inch rebar found;
4. North 06 deg. 23 min. 16 sec. East, a distance of 700.16 ft. to a 5/8 inch rebar found;
5. North 07 deg. 36 min. 56 sec. East, a distance of 1,100.00 ft. to a point;
6. North 09 deg. 45 min. 02 sec. East, a distance of 563.65 ft. to a point;
7. North 02 deg. 28 min. 15 sec. East, a distance of 167.28 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578";
8. North 08 deg. 12 min. 57 sec. East, a distance of 570.60 ft. to a 5/8 inch rebar found;
9. North 07 deg. 34 min. 04 sec. East, a distance of 204.07 ft. to a point;
10. North 04 deg. 56 min. 27 sec. East, a distance of 408.10 ft. to a point;
11. North 08 deg. 50 min. 41 sec. East, a distance of 201.65 ft. to a 5/8 inch aluminum capped rebar found;
12. North 03 deg. 46 min. 22 sec. West, a distance of 157.48 ft. to a 5/8 inch aluminum capped rebar found;
13. North 02 deg. 24 min. 41 sec. East, a distance of 297.71 ft. to a 5/8 inch rebar found;
14. North 01 deg. 18 min. 05 sec. West, a distance of 373.46 ft. to a 5/8 inch rebar found;
15. North 03 deg. 24 min. 53 sec. East, a distance of 157.01 ft. to a 5/8 inch rebar found.
16. North 10 deg. 51 min. 32 sec. East, a distance of 626.29 ft. to a 5/8 inch rebar found;

17. North 39 deg. 05 min. 04 sec. East, a distance of 143.29 ft. to a 5/8 inch rebar found;
18. North 08 deg. 29 min. 48 sec. East, a distance of 132.69 ft. to a 5/8 inch aluminum capped rebar found;
19. South 88 deg. 41 min. 03 sec. East, a distance of 29.74 ft. to a 5/8 inch aluminum capped rebar found;
20. North 01 deg. 36 min. 23 sec. East, a distance of 109.73 ft. to a 5/8 inch aluminum capped rebar found;
21. North 88 deg. 24 min. 11 sec. West, a distance of 31.15 ft. to a 5/8 inch aluminum capped rebar found;
22. North 06 deg. 45 min. 56 sec. West, a distance of 160.06 ft. to a point;
23. North 34 deg. 41 min. 14 sec. West, a distance of 153.89 ft. to a 5/8 inch aluminum capped rebar found;
24. North 06 deg. 06 min. 17 sec. West, a distance of 469.93 ft. to a 5/8 inch aluminum capped rebar found;
25. North 14 deg. 15 min. 19 sec. West, a distance of 166.73 ft. to a 5/8 inch aluminum capped rebar found;
26. North 00 deg. 20 min. 17 sec. East, a distance of 570.00 ft. to a 5/8 inch aluminum capped rebar found at the Northwest corner of the herein described tract;

THENCE North 88 deg. 46 min. 19 sec. East, over and across Mantua 555.801 ac., a distance of 473.61 ft. to a 1/2 inch rebar found at an Ell corner of said Mantua 555.801 ac. and the most Northern Northeast corner of the herein described tract;

THENCE South 00 deg. 57 min. 05 sec. East, with an East line of said Mantua 555.801 ac., entering the pavement of County Road 373, a public road, and continuing with the pavement of same, a distance of 913.95 ft. to an angle point;

THENCE South 00 deg. 56 min. 55 sec. East, continuing with the pavement of said County Road 373 and an East line of said Mantua 555.801 ac., a distance of 689.52 ft. to a 1/2 inch rebar found at the centerline intersection of said County Road 373 with County Road 371, a public road, at an Ell corner of both said Mantua 555.801 ac. and the herein described tract;

THENCE South 89 deg. 39 min. 34 sec. East, with the pavement of said County Road 371 and a North line of said Mantua 555.801 ac., leaving the pavement of said road and continuing for a total distance of 755.25 ft. to a 5/8 inch rebar found at a Northeast corner of said Mantua 555.801 ac. and the most Eastern Northeast corner of the herein described tract;

THENCE South 01 deg. 06 min. 46 sec. West, with a East line of said Mantua 555.801 ac., re-entering of the pavement of said County Road 371, continuing with the pavement of same and leaving the pavement of same and continuing on for a total distance of 2,240.29 ft. to a 5/8 inch rebar found at a Southeast corner of said Mantua 555.801 ac. and the most Eastern Southeast corner of the herein described tract;

THENCE North 86 deg. 36 min. 30 sec. West, with a South line of said Mantua 555.801 ac., a distance of 774.76 ft. to a 1/2 inch rebar found at an Ell corner of both said Mantua 555.801 ac. and the herein described tract;

THENCE South 00 deg. 33 min. 32 sec. East, with an East line of said Mantua 555.801 ac., a distance of 4,656.74 ft. to the PLACE OF BEGINNING and containing 167.138 ACRES of land.

EXHIBIT B
Right of Way and Easement Dedication Documents

**RIGHT-OF-WAY DEDICATION
ROSAMOND PARKWAY
RISLAND MANTUA, LLC
HENRY SMITH SURVEY, ABSTRACT No. 822
COLLIN COUNTY, TEXAS
PAGE 1 OF 3**

FIELD DESCRIPTION:

BEING a Right-of-Way Dedication for Rosamond Parkway (a 120' width right-of-way) situated in the City of Anna, Collin County, Texas, a part of Henry Smith Survey, Abstract No. 822, being part of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a brass monument found at an angle point of said 555.801 acre tract of land and the north end of a corner clip between the northbound US 75 feeder road (a variable width right-of-way) and County Road 370 (an undedicated public right-of-way);

THENCE South 43 degrees 05 minutes 14 seconds, a distance of 74.58 feet to a brass monument found at an angle point of said 555.801 acre tract of land and the south end of said corner clip;

THENCE South 84 degrees 51 minutes 44 seconds East, a distance of 62.09 feet to a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" (herein after called capped iron rod) set at the beginning of a non-tangent curve to the left and the POINT OF BEGINNING;

THENCE over and across said 555.801 acre tract of land, the following course and distances:

In a northeasterly direction, a distance of 130.28 feet, having a central angle of 06 degrees 32 minutes 52 seconds, a radius of 1,140.00 feet, a tangent length of 65.21 feet and whose chord bears North 79 degrees 42 minutes 52 seconds East a distance of 130.21 feet to a capped iron rod set at the end of said non-tangent curve to the left and at the beginning of non-tangent curve to the right;

In a northeasterly direction, a distance of 279.85 feet, having a central angle of 12 degrees 43 minutes 32 seconds, a radius of 1,260.00 feet, a tangent length of 140.50 feet and whose chord bears North 82 degrees 48 minutes 12 seconds East a distance of 279.27 feet to a capped iron rod set at the end of said non-tangent curve to the right;

North 89 degrees 09 minutes 58 seconds East, a distance of 427.84 feet to a capped iron rod set at the beginning of a non-tangent curve to the left;

In a northeasterly direction, a distance of 97.53 feet, having a central angle of 07 degrees 04 minutes 24 seconds, a radius of 790.00 feet, a tangent length of 48.83 feet and whose chord bears North 85 degrees 37 minutes 46 seconds East a distance of 97.46 feet to a capped iron rod set at the end of said non-tangent curve to the left, said capped iron rod being in the west line of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424600, O.P.R.C.C.T.;

THENCE South 00 degrees 33 minutes 39 seconds East, a distance of 120.86 feet to a capped iron rod set at the beginning of a non-tangent curve to the right, from which a one-half inch iron rod found at the southeast corner of said 555.801 acre tract of land and the northeast corner of a called 17.863 acre tract of land described in a Special Warranty Deed to Anna 18, LLC, recorded in Instrument No. 20161020001423440, O.P.R.C.C.T. bears South 00 degrees 33 minutes 39 seconds East a distance of 4.67 feet;

THENCE In a southwesterly direction, a distance of 70.20 feet, having a central angle of 04 degrees 25 minutes 12 seconds, a radius of 910.00 feet, a tangent length of 35.12 feet and whose chord bears South 85 degrees 16 minutes 33 seconds West a distance of 70.18 feet to a point at the end of said non-tangent curve to the right, said point being in the south line of said 555.801 acre tract of land and the north line of said 17.863 acre tract of land;

THENCE along the south line of said 555.801 acre tract of land and the north line of said 17.863 acre tract of land, the following courses and distances:

South 89 degrees 05 minutes 33 seconds West, a distance of 679.14 feet to a point for corner;

South 89 degrees 36 minutes 46 seconds West, a distance of 59.69 feet to a point at the southeast corner of said 555.801 acre tract of land and the northeast corner of said 17.863 acre tract of land;

THENCE North 00 degrees 34 minutes 20 seconds West, a distance of 54.93 feet to a point for corner;

THENCE North 84 degrees 51 minutes 44 seconds West, a distance of 122.60 feet to the POINT OF BEGINNING and containing 95,948 square feet or 2.203 acres of land.

BASIS OF BEARING:

The Basis of bearing is derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.


BILLY M. LOGSDON, JR.
R.P.L.S. NO. 6487
AUGUST 17, 2021



SCALE:	DATE 08-17-21	DRAWN BML	PROJECT TSD202021	6017 MAIN STREET	BOHLER
				FRISCO, TEXAS 75034 TBPE No. 18065 TBPLS No. 10194413	

Drawing: H:\20\TSD202021\Drawings\Survey\Rosamond Parkway ROW Dedication\TSD202021_Rosamond Parkway(Risland Mantua-LLC)-New Alignment.dwg

RIGHT-OF-WAY DEDICATION
ROSAMOND PARKWAY
RISLAND MANTUA, LLC
HENRY SMITH SURVEY, ABSTRACT No. 822
COLLIN COUNTY, TEXAS
PAGE 3 OF 3

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	130.28'	006°32'52"	1140.00'	65.21'	N79°42'52"E	130.21'
C2	279.85'	012°43'32"	1260.00'	140.50'	N82°48'12"E	279.27'
C3	97.53'	007°04'24"	790.00'	48.83'	N85°37'46"E	97.46'
C4	70.20'	004°25'12"	910.00'	35.12'	S85°16'33"W	70.18'

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°09'58"E	427.84'	L7	S84°51'44"E	62.09'
L2	S00°33'39"E	120.86'	L8	S43°05'14"E	74.58'
L3	S89°05'33"W	679.14'	L9	S00°34'20"E	55.01'
L4	S89°36'46"W	59.69'	L10	S83°44'57"W	209.31'
L5	N00°34'20"W	54.93'	L11	S44°50'34"W	81.08'
L6	N84°51'44"W	122.60'	L12	S00°33'39"E	4.67'

LEGEND

P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
D.R.C.G.T. DEED RECORDS
COLLIN COUNTY TEXAS
O.P.R.C.G.T. OFFICIAL PUBLIC RECORDS
COLLIN COUNTY TEXAS
INST. NO. INSTRUMENT NUMBER
VOL. , PG. VOLUME, PAGE
(CM) CONTROL MONUMENT
PFC POINT FOR CORNER
CNS 1/2" IRON ROD WITH YELLOW
PLASTIC CAP STAMPED
"BOHLER ENG." SET
BMON BRASS MONUMENT
INF IRON ROD FOUND
SQ. FT. SQUARE FEET

SCALE:	DATE 08-17-21	DRAWN BML	PROJECT TSD202021	6017 MAIN STREET FRISCO, TEXAS 75034 TBPE No. 18065 TBPLS No. 10194413	BOHLER ™

Drawing: H:\20\TSD202021\Drawings\Survey\Rosamond Parkway ROW Dedications\TSD202021_Rosamond Parkway(Risland Mantua-LLC)-New Alignment.dwg

[illegible]



BOHLER

8115 CAL. AVE. SUITE 100, SAN JOSE, CA 95128
 (408) 261-1000
 WWW.BOHLER.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2019	ISSUED FOR PERMIT

PROJECT

SAVING DRAINAGE & STRIPING PLANS

THE CITY OF Anna

ROSAMOND PARKWAY

FROM 39+00 TO 49+00

PROJECT NO. 18-0001

DESIGNED BY: BOHLER

CHECKED BY: BOHLER

DATE: 01/15/2019

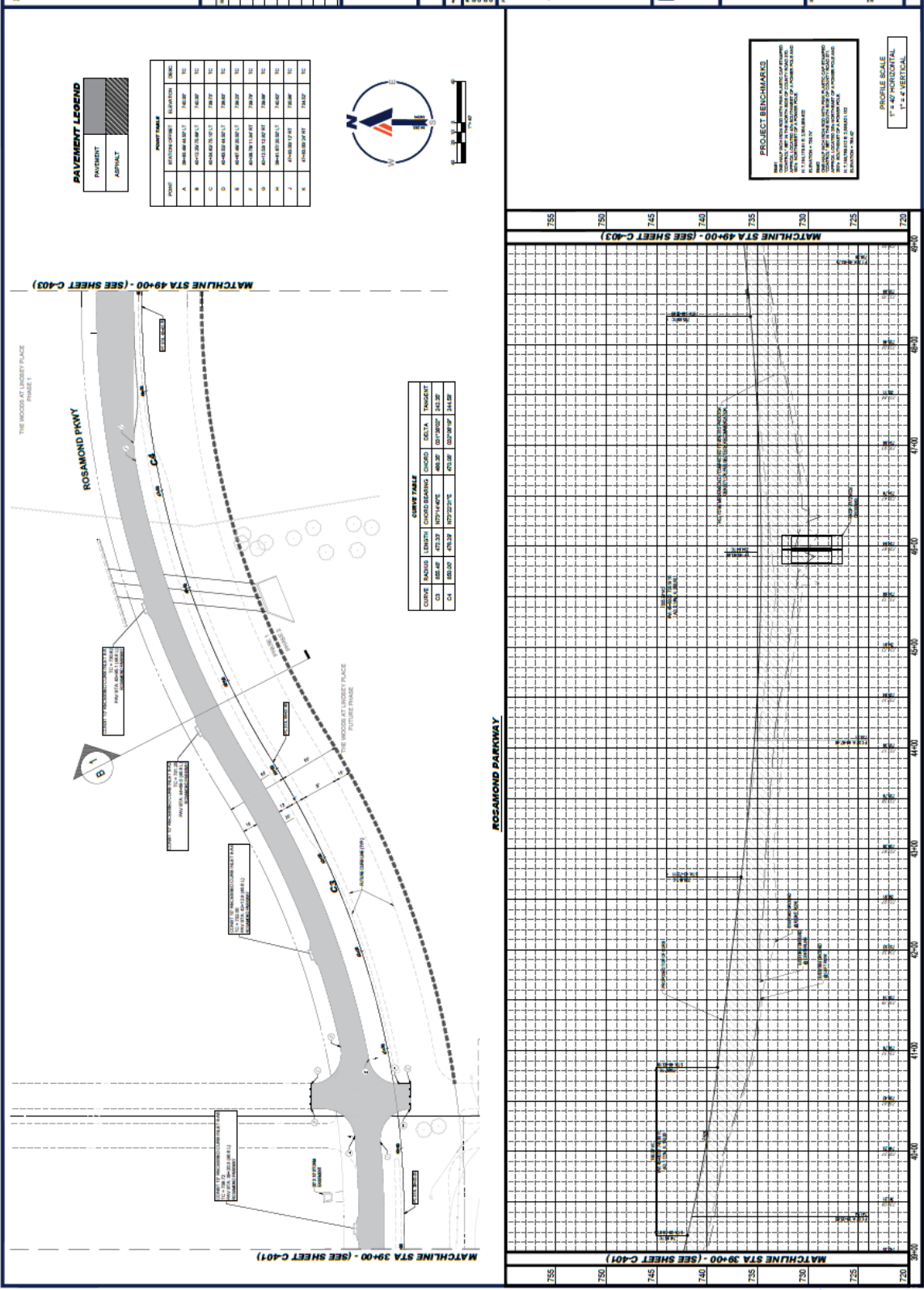
PROJECT BENCHMARKS

THE CITY OF ANNA HAS A BENCHMARK AT THE CORNER OF THE INTERSECTION OF ROSAMOND PARKWAY AND 39TH AVENUE. THE BENCHMARK IS A 1.5" DIA. X 1.5' LONG ALUMINUM ROD WITH A 1/4" DIA. X 1.5' LONG ALUMINUM ROD ATTACHED TO IT. THE BENCHMARK IS LOCATED AT THE CORNER OF THE INTERSECTION OF ROSAMOND PARKWAY AND 39TH AVENUE. THE BENCHMARK IS A 1.5" DIA. X 1.5' LONG ALUMINUM ROD WITH A 1/4" DIA. X 1.5' LONG ALUMINUM ROD ATTACHED TO IT.

PROFILE SCALE

1" = 40' HORIZONTAL

1" = 4' VERTICAL



PAVEMENT LEGEND

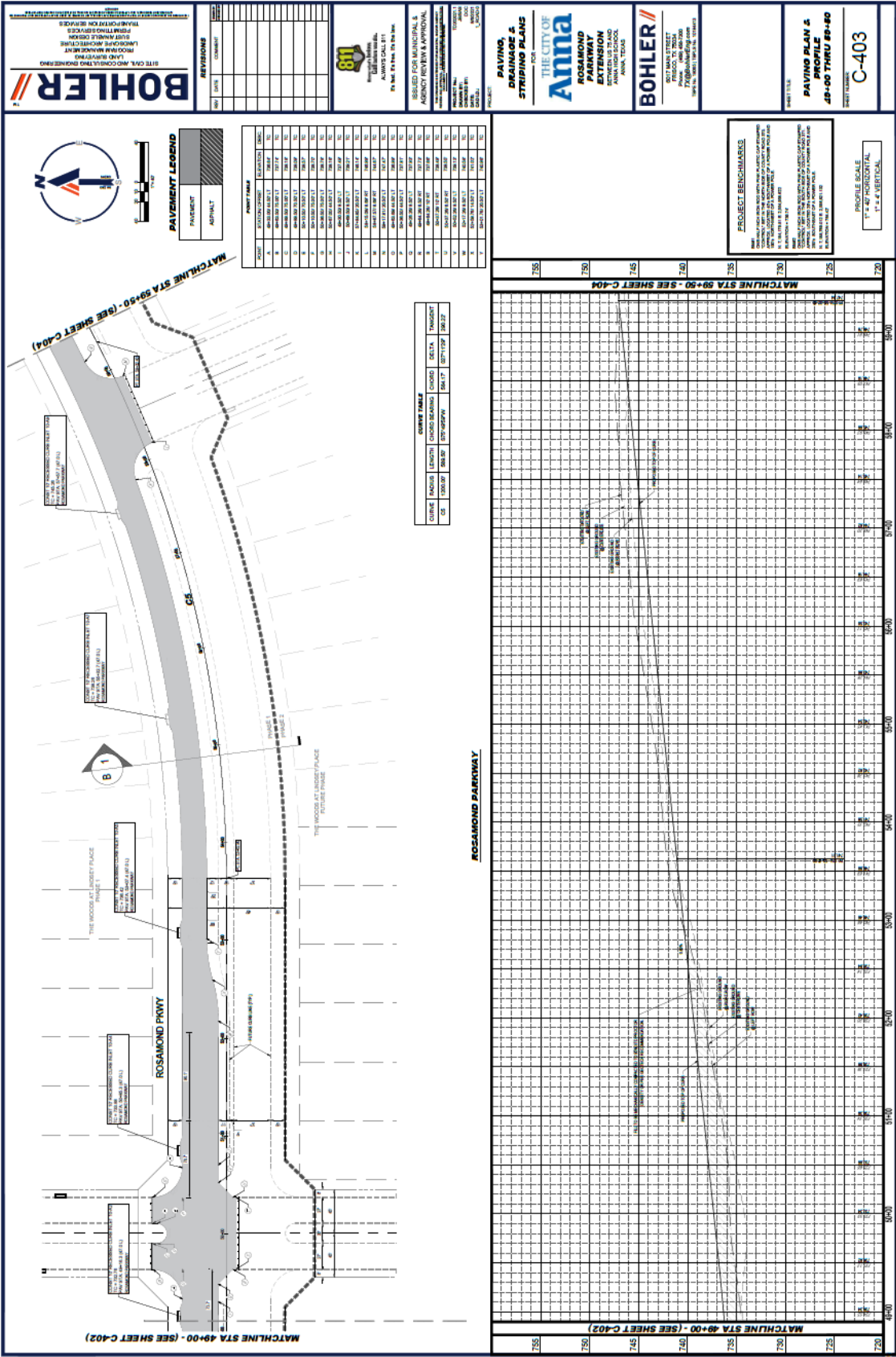
PAVEMENT	SYMBOL
PAVEMENT	
ASPHALT	

POINT TABLE

POINT	STATION	ELEVATION	TYPE
1	39+00.00	720.00	BM
2	39+00.00	720.00	BM
3	39+00.00	720.00	BM
4	39+00.00	720.00	BM
5	39+00.00	720.00	BM
6	39+00.00	720.00	BM
7	39+00.00	720.00	BM
8	39+00.00	720.00	BM
9	39+00.00	720.00	BM
10	39+00.00	720.00	BM
11	39+00.00	720.00	BM
12	39+00.00	720.00	BM
13	39+00.00	720.00	BM
14	39+00.00	720.00	BM
15	39+00.00	720.00	BM
16	39+00.00	720.00	BM
17	39+00.00	720.00	BM
18	39+00.00	720.00	BM
19	39+00.00	720.00	BM
20	39+00.00	720.00	BM
21	39+00.00	720.00	BM
22	39+00.00	720.00	BM
23	39+00.00	720.00	BM
24	39+00.00	720.00	BM
25	39+00.00	720.00	BM
26	39+00.00	720.00	BM
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28	39+00.00	720.00	BM
29	39+00.00	720.00	BM
30	39+00.00	720.00	BM
31	39+00.00	720.00	BM
32	39+00.00	720.00	BM
33	39+00.00	720.00	BM
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94	39+00.00	720.00	BM
95	39+00.00	720.00	BM
96	39+00.00	720.00	BM
97	39+00.00	720.00	BM
98	39+00.00	720.00	BM
99	39+00.00	720.00	BM
100	39+00.00	720.00	BM

CURVE TABLE

CURVE	STATION	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
1	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
2	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
3	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
4	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
5	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
6	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
7	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
8	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
9	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
10	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
11	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
12	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
13	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
14	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
15	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
16	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
17	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
18	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
19	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
20	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
21	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
22	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
23	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
24	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
25	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
26	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
27	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
28	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
29	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
30	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
31	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
32	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
33	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
34	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
35	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
36	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
37	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
38	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
39	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
40	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
41	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
42	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
43	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
44	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
45	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
46	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
47	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
48	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
49	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
50	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
51	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
52	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
53	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
54	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
55	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
56	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
57	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
58	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
59	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
60	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
61	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
62	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
63	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
64	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
65	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
66	39+00.00	100.00	0° 00' 00"	100.00	0° 00' 00"	100.00
67	39+00.00	100.00	0° 00' 0			



BOHLER
PAVING, DRAINAGE & STRIPING PLANS
THE CITY OF Anna
ROSAMOND PARKWAY
EXTENSION
BETWEEN US 29 AND
US 290
ANNA, TEXAS
ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL
DATE: 08/11/2023
PROJECT: 23-0001
SHEET: 1 OF 1
C-403

DOI: 10.1002/anie.201100000

[illegible]

[illegible]

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT WITH RISAND MANTUA, LLC, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is seeking to construct Rosamond Parkway from US 75 to State Highway 5 in Anna, Texas (“the Project”); and

WHEREAS, Risland Mantua LC is the owner of real property located at the northeast corner of US 75 and proposed Rosamond Parkway; and

WHEREAS, the proposed alignment of Rosamond Parkway will require significant right-of-way from the Risland Mantua commercial tract; and

WHEREAS, the City is seeking to enter into a Roadway Impact Fee Reimbursement Agreement with Risland Mantua, LLC, for the Project; and

WHEREAS, the Roadway Impact Fees to be reimbursed will come from Roadway Impact Fees generated by future development of the Risland Mantua commercial tract; and

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby approves entering into and authorizes the City Manager to execute a Roadway Impact Fee Reimbursement Agreement with Risland Mantua, LLC as shown in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT “A”

(Roadway Impact Fee Reimbursement Agreement on following pages)



Item No. 6.aa.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Housing Finance Corporation ("AHFC") Board of Directors, approve:
(a) resolutions approving the formation of entities to serve in the following capacities in connection with the Parmore Anna financing: (i) ground lessor, (ii) co-developer and (iii) general contractor; (b) resolutions approving substantially final partnership documents for the Parmore Anna financing; and (c) a resolution delegating signature authority to the developer partner in connection with the Parmore Anna financing. (Director of Economic Development Joey Grisham)

SUMMARY:

The following resolutions concern the financing of the Parmore Senior Living Project that will be located in Anna Town Square. Parmore Senior Living is a 185-unit Senior Living Project being developed by JPI. The following partnership resolutions are related to the following: Ground Lessor, Co-developer, and general contractor. All documents have been reviewed and approved by legal counsel.

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:

Approve the resolutions.

ATTACHMENTS:

1. Parmore Anna documents for HFC 12.14.21

APPROVALS:

Joey Grisham, Economic Development Director
Terri Doby, Budget Manager

Created/Initiated - 12/8/2021
Approved - 12/8/2021

Jim Proce, City Manager

Final Approval - 12/10/2021

ANNA HOUSING FINANCE CORPORATION

RESOLUTION AUTHORIZING THE FORMATION OF PARMORE ANNA HOLDINGS, LLC (THE “*GROUND LESSOR*”) IN CONNECTION WITH THE COLLIN COUNTY HOUSING FINANCE CORPORATION (THE “*GOVERNMENTAL LENDER*”) MULTIFAMILY HOUSING REVENUE NOTES (PARMORE ANNA APARTMENTS), SERIES 2022A AND SERIES 2022B; AUTHORIZING THE DESIGNATION OF THE ANNA HOUSING FINANCE CORPORATION (THE “*CORPORATION*”) AS THE SOLE MEMBER OF THE GROUND LESSOR; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE GROUND LESSOR; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Collin County Housing Finance Corporation (the “*Governmental Lender*”) and the Anna Housing Finance Corporation (the “*Corporation*”) have each been duly created and individually organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the “*Act*”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford; and

WHEREAS, pursuant to the Act, the Governmental Lender intends to issue, sell and deliver its Multifamily Housing Revenue Notes (Parmore Anna), Series 2022A and Series 2022B, in an aggregate principal amount not to exceed \$[_____] (the “*Notes*”) to provide for (i) the financing by Anna Senior Living, LP, a Texas limited partnership (the “*Borrower*”), of the acquisition, construction and equipping of a multifamily residential rental development for low-income seniors to be known as Parmore Anna Apartments, and located in the City of Anna, Collin County, Texas; and (ii) the payment of certain costs of issuance of the Notes in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, Parmore Anna Holdings, LLC (the “*Ground Lessor*”), a Texas limited liability company whose sole member is the Corporation will enter into a ground lease (the “*Ground Lease*”) with the Borrower; and

WHEREAS, as the sole member of the Ground Lessor, the Corporation desires to authorize all action necessary and appropriate to enter into and carry out all actions under the Ground Lease, to appoint officers of the Ground Lessor; to approve of the Ground Lessor’s formation and the form and substance of its Limited Liability Company Agreement (the “*Company Agreement*”); and to ratify all actions previously taken on behalf of the Ground Lessor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA HOUSING FINANCE CORPORATION THAT:

Section 1. Formation of Ground Lessor. The formation of Parmore Anna Holdings, LLC is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the Ground Lessor is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the Ground Lessor, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the Ground Lessor. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the Ground Lessor.

Section 5. Execution and Delivery of Financing Documents. The officers of the Ground Lessor are each hereby authorized to negotiate the terms of, execute and attest to the Ground Lease and any other such agreements, assignments, notes, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the Ground Lessor to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED AND APPROVED the 14th day of December, 2021.

ANNA HOUSING FINANCE CORPORATION

By _____
Nate Pike
President

ANNA HOUSING FINANCE CORPORATION

RESOLUTION AUTHORIZING THE FORMATION OF PARMORE ANNA DEVELOPMENT, LLC (THE “*CO-DEVELOPER*”) IN CONNECTION WITH THE COLLIN COUNTY HOUSING FINANCE CORPORATION (THE “*GOVERNMENTAL LENDER*”) MULTIFAMILY HOUSING REVENUE NOTES (PARMORE ANNA APARTMENTS), SERIES 2022A AND SERIES 2022B; AUTHORIZING THE DESIGNATION OF THE ANNA HOUSING FINANCE CORPORATION (THE “*CORPORATION*”) AS THE SOLE MEMBER OF THE CO-DEVELOPER; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE CO-DEVELOPER; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Collin County Housing Finance Corporation (the “*Governmental Lender*”) and the Anna Housing Finance Corporation (the “*Corporation*”) have each been duly created and individually organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the “*Act*”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford; and

WHEREAS, pursuant to the Act, the Governmental Lender intends to issue, sell and deliver its Multifamily Housing Revenue Notes (Parmore Anna), Series 2022A and Series 2022B, in an aggregate principal amount not to exceed \$[_____] (the “*Notes*”) to provide for (i) the financing by Anna Senior Living, LP, a Texas limited partnership (the “*Borrower*”), of the acquisition, construction and equipping of a multifamily residential rental development for low-income seniors to be known as Parmore Anna Apartments, and located in the City of Anna, Collin County, Texas (the “*Development*”); and (ii) the payment of certain costs of issuance of the Notes in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, Parmore Anna Development, LLC (the “*Co-Developer*”), a Texas limited liability company whose sole member is the Corporation, will serve as co-developer to the Borrower in connection with the acquisition, owning, leasing and managing of the Development pursuant to a Development Agreement (the “*Development Agreement*”) between the Co-Developer and the Borrower, or an affiliate or designee thereof; and

WHEREAS, as the sole member of the Co-Developer, the Corporation desires to authorize all action necessary and appropriate to enter into and carry out all actions for the benefit of the Borrower in connection with the Development, to appoint officers of the Co-Developer; to approve of the Co-Developer’s formation and the form and substance of its Limited Liability Company Agreement (the “*Company Agreement*”); and to ratify all actions previously taken on behalf of the Co-Developer;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA HOUSING FINANCE CORPORATION THAT:

Section 1. Formation of Co-Developer. The formation of Parmore Anna Development, LLC is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the Co-Developer is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the Co-Developer, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the Co-Developer. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the Co-Developer.

Section 5. Execution and Delivery of Financing Documents. The officers of the Co-Developer are each hereby authorized to negotiate the terms of, execute and attest to the Development Agreement and any other such agreements, assignments, notes, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the Co-Developer to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED AND APPROVED the 14thrd day of December, 2021.

ANNA HOUSING FINANCE CORPORATION

By _____
Nate Pike
President

ANNA HOUSING FINANCE CORPORATION

RESOLUTION AUTHORIZING THE FORMATION OF PARMORE ANNA CONTRACTOR, LLC (THE “*GENERAL CONTRACTOR*”) IN CONNECTION WITH THE COLLIN COUNTY HOUSING FINANCE CORPORATION (THE “*GOVERNMENTAL LENDER*”) MULTIFAMILY HOUSING REVENUE NOTES (PARMORE ANNA APARTMENTS), SERIES 2022A AND SERIES 2022B; AUTHORIZING THE DESIGNATION OF THE ANNA HOUSING FINANCE CORPORATION (THE “*CORPORATION*”) AS THE SOLE MEMBER OF THE GENERAL CONTRACTOR; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE GENERAL CONTRACTOR; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Collin County Housing Finance Corporation (the “*Governmental Lender*”) and the Anna Housing Finance Corporation (the “*Corporation*”) have each been duly created and individually organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the “*Act*”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford; and

WHEREAS, pursuant to the Act, the Governmental Lender intends to issue, sell and deliver its Multifamily Housing Revenue Notes (Parmore Anna), Series 2022A and Series 2022B, in an aggregate principal amount not to exceed \$[_____] (the “*Notes*”) to provide for (i) the financing by Anna Senior Living, LP, a Texas limited partnership (the “*Borrower*”), of the acquisition, construction and equipping of a multifamily residential rental development for low-income seniors to be known as Parmore Anna Apartments, and located in the City of Anna, Collin County, Texas (the “*Development*”); and (ii) the payment of certain costs of issuance of the Notes in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, Parmore Anna Contractor, LLC (the “*General Contractor*”), a Texas limited liability company whose sole member is the Corporation, will serve as general contractor to the Borrower in connection with the construction of the Development pursuant to a Construction Contract (the “*Construction Contract*”) between the General Contractor and the Borrower, or an affiliate or designee thereof; and

WHEREAS, as the sole member of the General Contractor, the Corporation desires to authorize all action necessary and appropriate to enter into and carry out all actions for the benefit of the Borrower in connection with the Development, to appoint officers of the General Contractor; to approve of the General Contractor’s formation and the form and substance of its Limited Liability Company Agreement (the “*Company Agreement*”); and to ratify all actions previously taken on behalf of the General Contractor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA HOUSING FINANCE CORPORATION THAT:

Section 1. Formation of General Contractor. The formation of Parmore Anna Contractor, LLC is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the General Contractor is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the General Contractor, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the General Contractor. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the General Contractor.

Section 5. Execution and Delivery of Financing Documents. The officers of the General Contractor are each hereby authorized to negotiate the terms of, execute and attest to the Construction Contract and any other such agreements, assignments, notes, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the General Contractor to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED AND APPROVED the 14th day of December, 2021.

ANNA HOUSING FINANCE CORPORATION

By _____
Nate Pike
President

ANNA SENIOR LIVING, LP

PARTNERSHIP RESOLUTIONS

_____, 2022

ANNA SENIOR LIVING GP, LLC, a Texas limited liability company (the “*General Partner*”), the sole general partner of ANNA SENIOR LIVING, LP, a Texas limited partnership (the “*Partnership*”) hereby adopts the following resolutions:

1. LEASE OF REAL PROPERTY

WHEREAS, the General Partner is the sole general partner of the Partnership; and

WHEREAS, the Anna Housing Finance Corporation (the “*Member*”), a Texas public, nonprofit, housing finance corporation, is the sole member of the General Partner; and

WHEREAS, Nate Pike, an individual, is the President of the Member (the “*President*”); and

WHEREAS, Parmore Anna Holdings, LLC (the “*Ground Lessor*”) will acquire certain real property located in the City of Anna, Collin County, Texas (the “*Real Property*”) on which a multifamily project for low-income seniors is to be constructed, developed and operated, to be known as “Parmore Anna Apartments” (the “*Apartment Complex*”); and

WHEREAS, the Ground Lessor will enter into a Ground Lease (the “*Ground Lease*”) with the Partnership pursuant to which the Ground Lessor will lease the Real Property to the Partnership for a 99-year term; and

WHEREAS, in connection with the lease of the Real Property from the Ground Lessor, the Partnership and/or the General Partner will be required to enter into various documents to evidence such leasehold interest, including but not limited to the Ground Lease (collectively, the “*Ground Lease Documents*”);

RESOLVED, that the prior actions of the President (or any other officer of the General Partner), acting on behalf of the General Partner, acting on behalf of the Partnership, with respect to the lease of the Real Property, including but not limited to the execution of the Ground Lease, are hereby ratified and approved;

RESOLVED, that (a) the Partnership is authorized to lease the Real Property and to execute and deliver the Ground Lease Documents; (b) the General Partner acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Ground Lease Documents and to do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon; and (c) the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby

individually authorized to (i) to execute and deliver the Ground Lease Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon.

2. EQUITY FINANCING

WHEREAS, CREA Parmore Anna, LLC, a Delaware limited liability company, along with its successors and assigns (the “*Equity Provider*”) has agreed to provide equity financing up to [\$16,982,881] to the Partnership for the development of the Apartment Complex (the “*Equity Financing*”); and

WHEREAS, in connection with the Equity Financing, the General Partner will enter into an Amended and Restated Agreement of Limited Partnership for the Partnership (the “*Partnership Agreement*”) with the Equity Provider, CREA SLP, LLC, an Indiana limited liability company (the “*Special Limited Partner*”) and Anna Senior Living SLP, LLC (the “*Class B Limited Partner*”); and

WHEREAS, the Partnership Agreement calls for the Partnership and/or the General Partner to enter into certain documents associated with the Equity Financing, including but not limited to a Development Agreement, a Guaranty Agreement, a Partnership Management Agreement, and a Property Management Agreement (collectively, with the Partnership Agreement and such other documents and certificates in connection with the purposes set forth in this Resolution, the “*Equity Documents*”);

RESOLVED, that (a) the Partnership is authorized to obtain the Equity Financing from the Equity Provider or its affiliates and to execute and deliver the Equity Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Equity Documents and do all things necessary and desirable to facilitate the Equity Financing; and (c) the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby individually authorized to (i) execute and deliver the Equity Documents, with such changes as the President (or in his absence, any other officer of the General Partner) in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Equity Financing and perform the Partnership’s and/or the General Partner’s obligations thereunder.

3. GOVERNMENTAL NOTE FINANCING

WHEREAS, the Collin County Housing Finance Corporation (the “*Governmental Lender*”) has agreed to issue its Multifamily Housing Revenue Note (Parmore Anna), Series 2022A and its Multifamily Housing Revenue Note (Parmore Anna), Series 2022B in the aggregate principal amount of up to \$[_____] (together, the “*Governmental Notes*”); and

WHEREAS, the proceeds from the sale of the Governmental Notes will be loaned by the Governmental Lender to the Partnership to finance a portion of the development of the Apartment Complex (the “*Governmental Note Financing*”) pursuant to a Borrower Loan Agreement between the Governmental Lender and the Partnership (the “*Borrower Loan Agreement*”); and

WHEREAS, the Partnership has requested that Citibank, N.A. (in such capacity, the “*Funding Lender*”) enter into that certain Funding Loan Agreement (the “*Funding Loan Agreement*”), by and among the Governmental Lender, Wilmington Trust, National Association, as fiscal agent (“*Fiscal Agent*”) and the Funding Lender, under which the Funding Lender will make a loan (the “*Funding Loan*”) to the Governmental Lender, the proceeds of such Funding Loan are being loaned to the Partnership under that certain Borrower Loan Agreement; and

WHEREAS, in connection with the Borrower Loan Agreement, the Governmental Note Financing and the Funding Loan, the Partnership will execute a Multifamily Note (Tranche A) and a Multifamily Note (Tranche B) (together, the “*Borrower Notes*”) payable to the Governmental Lender and assigned to the Fiscal Agent to secure the Funding Loan; and

WHEREAS, in connection with the Governmental Note Financing and the execution of the Borrower Loan Agreement and the Funding Loan Agreement, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Regulatory Agreement and Declaration of Restrictive Covenants, a Tax Certificate and Agreement, a Continuing Disclosure Agreement, a Construction Funding Agreement, a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, an Assignment and Subordination of Developer Fees, Pledge and Security Agreement, an Assignment of Architect’s Agreement, an Assignment of Equity Interests, Pledge and Security Agreement, an Assignment of Construction Contract, an Assignment of Management Agreement, and Assignment of Project Documents, a Deposit Account Control Agreement, an Agreement of Environmental Indemnification and a Replacement Reserve Agreement and any and all other types of agreements, certificates or documents necessary for the Governmental Lender to issue the Governmental Notes and for the Partnership to consummate the Governmental Note Financing and the Funding Loan (collectively, with the Governmental Notes, the Borrower Loan Agreement, the Funding Loan Agreement and the Borrower Notes, the “*Governmental Note Financing Documents*”);

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Governmental Note from the Governmental Lender and to execute and deliver the Governmental Note Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Governmental Note Financing Documents and do all things necessary to facilitate the Governmental Note Financing and the Funding Loan; and (c) the President, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to (i) execute and deliver the Governmental Note Financing Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the

Partnership to obtain the Governmental Note Financing and the Funding Loan and the Partnership's and/or the General Partner's obligations thereunder.

4. TAXABLE LOAN FINANCING

WHEREAS, the Citibank, N.A. (in such capacity, the "*Taxable Lender*") has agreed to issue a loan to the Partnership in the aggregate principal amount of up to \$[6,500,000] to finance a portion of the development of the Apartment Complex (the "*Taxable Loan Financing*") pursuant a Construction Loan Agreement between the Taxable Lender and the Partnership (the "*Construction Loan Agreement*"); and

WHEREAS, in connection with the Construction Loan Agreement, the Partnership will execute a Multifamily Construction Note (the "*Taxable Note*") payable to the Construction Lender; and

WHEREAS, in connection with the Taxable Loan Financing and the execution of the Construction Loan Agreement, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, an Assignment and Subordination of Developer Fees, Pledge and Security Agreement, an Assignment of Architect's Agreement and Plans and Specifications, an Assignment of Equity Interests, Pledge and Security Agreement, an Assignment of Construction Contract, an Assignment of Management Agreement, an Assignment of Project Documents and an Agreement of Environmental Indemnification and any and all other types of agreements, certificates or documents necessary for the Partnership to consummate the Taxable Loan Financing (collectively, with the Construction Loan Agreement and the Taxable Notes, the "*Taxable Loan Financing Documents*");

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Taxable Note from the Taxable Lender and to execute and deliver the Taxable Loan Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Taxable Loan Financing Documents and do all things necessary to facilitate the Taxable Loan Financing; and (c) the President, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to (i) execute and deliver the Taxable Loan Financing Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Taxable Loan Financing and the Partnership's and/or the General Partner's obligations thereunder.

5. AUTHORIZATION AND RATIFICATION

RESOLVED, that the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to (a) sign, certify to, acknowledge, deliver, accept, file, and record any and all instruments and documents required under the Ground Lease Documents, the Equity Documents,

the Governmental Note Financing Documents and the Taxable Loan Financing Documents and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the General Partner, and the Partnership as such person shall deem to be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions; and

FURTHER RESOLVED, that any and all action taken by the President (or any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, prior to the date this consent is actually executed in effecting the purposes of the foregoing resolutions is hereby approved, ratified, and adopted in all respects.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED this ____ day of _____, 2022.

ANNA SENIOR LIVING GP, LLC

By: Anna Housing Finance Corporation, its Sole
Member

By _____
Nate Pike
President

ANNA HOUSING FINANCE CORPORATION

The undersigned officer of Anna Housing Finance Corporation (the “*Sole Member*”), hereby certifies that he is the duly elected qualified and acting President of the Board of Directors (the “*Board*”) of the Sole Member, and hereby certifies that true, correct and complete copies of certain resolutions adopted by the Board at its December 14, 2021 meeting are attached hereto as *Exhibit A* (the “*Resolutions*”). The Resolutions have not been amended or revoked and are now in full force and effect.

Dated: December 14, 2021

By _____
Nate Pike
President

EXHIBIT A

ANNA HOUSING FINANCE CORPORATION

RESOLUTION OF THE SOLE MEMBER OF ANNA SENIOR LIVING GP, LLC

December 14, 2021

ANNA HOUSING FINANCE CORPORATION, a Texas public, nonprofit housing finance corporation duly organized and validly existing under the laws of the State of Texas (the “*Member*”), hereby adopts the following resolutions:

1. ASSIGNMENT OF OWNERSHIP OF GENERAL PARTNER

WHEREAS, Anna Senior Living SLP, LLC, a Texas limited liability company (the “*Assignor*”) is the sole member of Anna Senior Living GP, LLC, a Texas limited liability company, the general partner (the “*General Partner*”) of Anna Senior Living, LP, a Texas limited partnership (the “*Partnership*”); and

WHEREAS, the Assignor intends to assign all of its ownership interests in the General Partner to the Member pursuant to an assignment agreement (the “*Assignment Agreement*”); and

WHEREAS, Nate Pike, an individual, is the President of the Member (the “*President*”);

RESOLVED, that (a) the Member is authorized to take assignment to the Assignor’s ownership interests in the General Partner, (b) the Member is hereby authorized to execute and deliver the Assignment Agreement and to do all things necessary or desirable to facilitate the assignment of the ownership interests in the General Partner; and (c) the President (or in his absence, any officer of the Member), acting on behalf of the Member, is hereby individually authorized to execute and deliver the Assignment Agreement, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable.

2. LEASE OF REAL PROPERTY

WHEREAS, the Member is a public nonprofit housing finance corporation duly organized and existing pursuant to the laws of the State of Texas; and

WHEREAS, upon execution and delivery of the Assignment Agreement as set forth in Section 1, the Member will be the sole member of the General Partner; and

WHEREAS, the General Partner is the sole general partner of the Partnership; and

WHEREAS, Parmore Anna Holdings, LLC (the “*Ground Lessor*”) will acquire certain real property located in the City of Anna, Collin County, Texas (the “*Real Property*”) on which a

multifamily project for low-income seniors is to be constructed, developed and operated, to be known as “Parmore Anna Apartments” (the “*Apartment Complex*”); and

WHEREAS, the Ground Lessor will enter into a Ground Lease (the “*Ground Lease*”) with the Partnership pursuant to which the Ground Lessor will lease the Real Property to the Partnership for a 99-year term; and

WHEREAS, in connection with the lease of the Real Property from the Ground Lessor, the Partnership and/or the General Partner and/or the Member will be required to enter into various documents to evidence such leasehold interest, including but not limited to the Ground Lease (collectively, the “*Ground Lease Documents*”);

RESOLVED, that the prior actions of the President (or any other officer of the Member), acting on its own behalf or on behalf of the General Partner, acting on behalf of the Partnership, with respect to the lease of the Real Property, including but not limited to the execution of the Ground Lease, are hereby ratified and approved;

RESOLVED, that (a) the Partnership is authorized to lease the Real Property and to execute and deliver the Ground Lease Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Ground Lease Documents and to do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Ground Lease Documents and to do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon; and (d) the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby individually authorized to (i) execute and deliver the Ground Lease Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon.

3. EQUITY FINANCING

WHEREAS, CREA Parmore Anna, LLC, a Delaware limited liability company, along with its successors and assigns, (the “*Equity Provider*”) has agreed to provide equity financing up to \$[16,982,881] to the Partnership for the development of the Apartment Complex (the “*Equity Financing*”); and

WHEREAS, in connection with the Equity Financing, the General Partner will enter into an Amended and Restated Agreement of Limited Partnership for the Partnership (the “*Partnership Agreement*”) with the Equity Provider, CREA SLP, LLC, an Indiana limited liability company (the “*Special Limited Partner*”) and Anna Senior Living SLP, LLC, a Texas limited liability company (the “*Class B Limited Partner*”); and

WHEREAS, the Partnership Agreement calls for the Partnership and/or the General Partner and/or the Member to enter into certain documents associated with the Equity Financing, including but not limited to a Development Agreement, a Guaranty Agreement, a Partnership Management Agreement, and a Property Management Agreement (collectively, with the Partnership Agreement and such other documents and certificates in connection with the purposes set forth in this Resolution, the “*Equity Documents*”);

RESOLVED, that (a) the Partnership is authorized to obtain the Equity Financing from the Equity Provider or its affiliates and to execute and deliver the Equity Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Equity Documents and do all things necessary and desirable to facilitate the Equity Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Equity Documents and do all things necessary to facilitate the Equity Financing; and (d) the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby individually authorized to (i) execute and deliver the Equity Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Equity Financing and perform the Partnership’s and/or the General Partner’s obligations thereunder.

4. GOVERNMENTAL NOTE FINANCING

WHEREAS, the Collin County Housing Finance Corporation (the “*Governmental Lender*”) has agreed to issue its Multifamily Housing Revenue Note (Parmore Anna), Series 2022A and its Multifamily Housing Revenue Note (Parmore Anna), Series 2022B in the aggregate principal amount of up to \$[_____] (together, the “*Governmental Notes*”); and

WHEREAS, the proceeds from the sale of the Governmental Notes will be loaned by the Governmental Lender to the Partnership to finance a portion of the development of the Apartment Complex (the “*Governmental Note Financing*”) pursuant to a Borrower Loan Agreement between the Governmental Lender and the Partnership (the “*Borrower Loan Agreement*”); and

WHEREAS, the Partnership has requested that Citibank, N.A. (in such capacity, the “*Funding Lender*”) enter into that certain Funding Loan Agreement (the “*Funding Loan Agreement*”), by and among the Governmental Lender, Wilmington Trust, National Association, as fiscal agent (“*Fiscal Agent*”) and the Funding Lender, under which the Funding Lender will make a loan (the “*Funding Loan*”) to the Governmental Lender, the proceeds of such Funding Loan are being loaned to the Partnership under that certain Borrower Loan Agreement; and

WHEREAS, in connection with the Borrower Loan Agreement, the Governmental Note Financing and the Funding Loan, the Partnership will execute a Multifamily Note (Tranche A) and a Multifamily Note (Tranche B) (together, the “*Borrower Notes*”) payable to the Governmental Lender and assigned to the Fiscal Agent to secure the Funding Loan; and

WHEREAS, in connection with the Governmental Note Financing and the execution of the Borrower Loan Agreement and the Funding Loan Agreement, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Regulatory Agreement and Declaration of Restrictive Covenants, a Tax Certificate and Agreement, a Continuing Disclosure Agreement, a Construction Funding Agreement, a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, an Assignment and Subordination of Developer Fees, Pledge and Security Agreement, an Assignment of Architect's Agreement, an Assignment of Equity Interests, Pledge and Security Agreement, an Assignment of Construction Contract, an Assignment of Management Agreement, and Assignment of Project Documents, a Deposit Account Control Agreement, an Agreement of Environmental Indemnification and a Replacement Reserve Agreement and any and all other types of agreements, certificates or documents necessary for the Governmental Lender to issue the Governmental Notes and for the Partnership to consummate the Governmental Note Financing and the Funding Loan (collectively, with the Governmental Notes, the Borrower Loan Agreement, the Funding Loan Agreement and the Borrower Notes, the "*Governmental Note Financing Documents*");

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Governmental Notes from the Issuer and to execute and deliver the Governmental Note Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Governmental Note Financing Documents and do all things necessary to facilitate the issuance and sale of the Governmental Notes; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Governmental Note Financing Documents and do all things necessary to facilitate the Governmental Note Financing; and (d) the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby individually authorized to (i) execute and deliver the Governmental Note Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Governmental Note Financing and the Partnership's and/or the General Partner's obligations thereunder.

5. TAXABLE LOAN FINANCING

WHEREAS, the Citibank, N.A. (in such capacity, the "*Taxable Lender*") has agreed to issue a loan to the Partnership in the aggregate principal amount of up to \$[6,500,000] to finance a portion of the development of the Apartment Complex (the "*Taxable Loan Financing*") pursuant a Construction Loan Agreement between the Taxable Lender and the Partnership (the "*Construction Loan Agreement*"); and

WHEREAS, in connection with the Construction Loan Agreement, the Partnership will execute a Multifamily Construction Note (the "*Taxable Note*") payable to the Construction Lender; and

WHEREAS, in connection with the Taxable Loan Financing and the execution of the Construction Loan Agreement, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, an Assignment and Subordination of Developer Fees, Pledge and Security Agreement, an Assignment of Architect's Agreement and Plans and Specifications, an Assignment of Equity Interests, Pledge and Security Agreement, an Assignment of Construction Contract, an Assignment of Management Agreement, an Assignment of Project Documents and an Agreement of Environmental Indemnification and any and all other types of agreements, certificates or documents necessary for the Partnership to consummate the Taxable Loan Financing (collectively, with the Construction Loan Agreement and the Taxable Notes, the "*Taxable Loan Financing Documents*");

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Taxable Note from the Taxable Lender and to execute and deliver the Taxable Loan Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Taxable Loan Financing Documents and do all things necessary to facilitate the Taxable Loan Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Taxable Loan Financing Documents and do all things necessary to facilitate the Taxable Loan Financing; and (d) the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby individually authorized to (i) execute and deliver the Taxable Loan Financing Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Taxable Loan Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

6. EXECUTION OF PARTNERSHIP RESOLUTION

RESOLVED, that upon the Member's execution and delivery of the Assignment Agreement, and upon the General Partner's admission to the Partnership, the General Partner is hereby authorized to execute and deliver a Partnership Resolution (the "*Partnership Resolution*"), the form of which is attached hereto as Exhibit A-1, in order to authorize the Partnership's participation in the transactions described herein and in the Partnership Resolution; and

FURTHER RESOLVED, that the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized, without any further action or consent from the Member, to execute and deliver the Partnership Resolution.

7. CONSTRUCTION CONTRACT

WHEREAS, in connection with the construction and development of the Apartment Complex, the Parmore Anna Contractor, LLC will serve as general contractor (the “*General Contractor*”); and

WHEREAS, the Member is the sole member of the General Contractor; and

WHEREAS, the General Contractor, will enter into a construction contract with the Partnership (the “*Construction Contract*”) and a master subcontract with JPI Construction, LLC, (the “*Master Subcontract*” and together with the Construction Contract, the “*Construction Documents*”);

RESOLVED, that the President (or in his absence, any officer of the Member), acting on behalf of the General Contractor, is hereby individually authorized to (i) execute and deliver the Construction Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the General Contractor to perform the General Contractor’s obligations thereunder.

8. AUTHORIZATION AND RATIFICATION

RESOLVED, that the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on its own behalf or on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is individually authorized to (a) sign, certify to, acknowledge, deliver, accept, file, and record any and all instruments and documents, and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the Member, the General Partner, and the Partnership as such person shall deem to be necessary, desirable, or appropriate in order to effect the purposes of the foregoing resolutions.

FURTHER RESOLVED, that any and all action taken by the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on its own behalf or on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, prior to the date this consent is actually executed in effecting the purposes of the foregoing resolutions is hereby approved, ratified, and adopted in all respects.

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EXHIBIT A-1

FORM OF PARTNERSHIP RESOLUTION

ANNA SENIOR LIVING, LP

PARTNERSHIP RESOLUTIONS

_____, 2022

ANNA SENIOR LIVING GP, LLC, a Texas limited liability company (the “*General Partner*”), the sole general partner of ANNA SENIOR LIVING, LP, a Texas limited partnership (the “*Partnership*”) hereby adopts the following resolutions:

1. LEASE OF REAL PROPERTY

WHEREAS, the General Partner is the sole general partner of the Partnership; and

WHEREAS, the Anna Housing Finance Corporation (the “*Member*”), a Texas public, nonprofit, housing finance corporation, is the sole member of the General Partner; and

WHEREAS, Nate Pike, an individual, is the President of the Member (the “*President*”); and

WHEREAS, Parmore Anna Holdings, LLC (the “*Ground Lessor*”) will acquire certain real property located in the City of Anna, Collin County, Texas (the “*Real Property*”) on which a multifamily project for low-income seniors is to be constructed, developed and operated, to be known as “Parmore Anna Apartments” (the “*Apartment Complex*”); and

WHEREAS, the Ground Lessor will enter into a Ground Lease (the “*Ground Lease*”) with the Partnership pursuant to which the Ground Lessor will lease the Real Property to the Partnership for a 99-year term; and

WHEREAS, in connection with the lease of the Real Property from the Ground Lessor, the Partnership and/or the General Partner will be required to enter into various documents to evidence such leasehold interest, including but not limited to the Ground Lease (collectively, the “*Ground Lease Documents*”);

RESOLVED, that the prior actions of the President (or any other officer of the General Partner), acting on behalf of the General Partner, acting on behalf of the Partnership, with respect to the lease of the Real Property, including but not limited to the execution of the Ground Lease, are hereby ratified and approved;

RESOLVED, that (a) the Partnership is authorized to lease the Real Property and to execute and deliver the Ground Lease Documents; (b) the General Partner acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Ground Lease Documents and to do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon; and (c) the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby

individually authorized to (i) to execute and deliver the Ground Lease Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to facilitate the lease of the Real Property and the construction, development and operation of the Apartment Complex thereon.

2. EQUITY FINANCING

WHEREAS, CREA Parmore Anna, LLC, a Delaware limited liability company, along with its successors and assigns (the “*Equity Provider*”) has agreed to provide equity financing up to [\$16,982,881] to the Partnership for the development of the Apartment Complex (the “*Equity Financing*”); and

WHEREAS, in connection with the Equity Financing, the General Partner will enter into an Amended and Restated Agreement of Limited Partnership for the Partnership (the “*Partnership Agreement*”) with the Equity Provider, CREA SLP, LLC, an Indiana limited liability company (the “*Special Limited Partner*”) and Anna Senior Living SLP, LLC (the “*Class B Limited Partner*”); and

WHEREAS, the Partnership Agreement calls for the Partnership and/or the General Partner to enter into certain documents associated with the Equity Financing, including but not limited to a Development Agreement, a Guaranty Agreement, a Partnership Management Agreement, and a Property Management Agreement (collectively, with the Partnership Agreement and such other documents and certificates in connection with the purposes set forth in this Resolution, the “*Equity Documents*”);

RESOLVED, that (a) the Partnership is authorized to obtain the Equity Financing from the Equity Provider or its affiliates and to execute and deliver the Equity Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Equity Documents and do all things necessary and desirable to facilitate the Equity Financing; and (c) the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby individually authorized to (i) execute and deliver the Equity Documents, with such changes as the President (or in his absence, any other officer of the General Partner) in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Equity Financing and perform the Partnership’s and/or the General Partner’s obligations thereunder.

3. GOVERNMENTAL NOTE FINANCING

WHEREAS, the Collin County Housing Finance Corporation (the “*Governmental Lender*”) has agreed to issue its Multifamily Housing Revenue Note (Parmore Anna), Series 2022A and its Multifamily Housing Revenue Note (Parmore Anna), Series 2022B in the aggregate principal amount of up to \$[_____] (together, the “*Governmental Notes*”); and

WHEREAS, the proceeds from the sale of the Governmental Notes will be loaned by the Governmental Lender to the Partnership to finance a portion of the development of the Apartment Complex (the “*Governmental Note Financing*”) pursuant to a Borrower Loan Agreement between the Governmental Lender and the Partnership (the “*Borrower Loan Agreement*”); and

WHEREAS, the Partnership has requested that Citibank, N.A. (in such capacity, the “*Funding Lender*”) enter into that certain Funding Loan Agreement (the “*Funding Loan Agreement*”), by and among the Governmental Lender, Wilmington Trust, National Association, as fiscal agent (“*Fiscal Agent*”) and the Funding Lender, under which the Funding Lender will make a loan (the “*Funding Loan*”) to the Governmental Lender, the proceeds of such Funding Loan are being loaned to the Partnership under that certain Borrower Loan Agreement; and

WHEREAS, in connection with the Borrower Loan Agreement, the Governmental Note Financing and the Funding Loan, the Partnership will execute a Multifamily Note (Tranche A) and a Multifamily Note (Tranche B) (together, the “*Borrower Notes*”) payable to the Governmental Lender and assigned to the Fiscal Agent to secure the Funding Loan; and

WHEREAS, in connection with the Governmental Note Financing and the execution of the Borrower Loan Agreement and the Funding Loan Agreement, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Regulatory Agreement and Declaration of Restrictive Covenants, a Tax Certificate and Agreement, a Continuing Disclosure Agreement, a Construction Funding Agreement, a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, an Assignment and Subordination of Developer Fees, Pledge and Security Agreement, an Assignment of Architect’s Agreement, an Assignment of Equity Interests, Pledge and Security Agreement, an Assignment of Construction Contract, an Assignment of Management Agreement, and Assignment of Project Documents, a Deposit Account Control Agreement, an Agreement of Environmental Indemnification and a Replacement Reserve Agreement and any and all other types of agreements, certificates or documents necessary for the Governmental Lender to issue the Governmental Notes and for the Partnership to consummate the Governmental Note Financing and the Funding Loan (collectively, with the Governmental Notes, the Borrower Loan Agreement, the Funding Loan Agreement and the Borrower Notes, the “*Governmental Note Financing Documents*”);

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Governmental Note from the Governmental Lender and to execute and deliver the Governmental Note Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Governmental Note Financing Documents and do all things necessary to facilitate the Governmental Note Financing and the Funding Loan; and (c) the President, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to (i) execute and deliver the Governmental Note Financing Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the

Partnership to obtain the Governmental Note Financing and the Funding Loan and the Partnership's and/or the General Partner's obligations thereunder.

4. TAXABLE LOAN FINANCING

WHEREAS, the Citibank, N.A. (in such capacity, the "*Taxable Lender*") has agreed to issue a loan to the Partnership in the aggregate principal amount of up to \$[6,500,000] to finance a portion of the development of the Apartment Complex (the "*Taxable Loan Financing*") pursuant a Construction Loan Agreement between the Taxable Lender and the Partnership (the "*Construction Loan Agreement*"); and

WHEREAS, in connection with the Construction Loan Agreement, the Partnership will execute a Multifamily Construction Note (the "*Taxable Note*") payable to the Construction Lender; and

WHEREAS, in connection with the Taxable Loan Financing and the execution of the Construction Loan Agreement, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, an Assignment and Subordination of Developer Fees, Pledge and Security Agreement, an Assignment of Architect's Agreement and Plans and Specifications, an Assignment of Equity Interests, Pledge and Security Agreement, an Assignment of Construction Contract, an Assignment of Management Agreement, an Assignment of Project Documents and an Agreement of Environmental Indemnification and any and all other types of agreements, certificates or documents necessary for the Partnership to consummate the Taxable Loan Financing (collectively, with the Construction Loan Agreement and the Taxable Notes, the "*Taxable Loan Financing Documents*");

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Taxable Note from the Taxable Lender and to execute and deliver the Taxable Loan Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Taxable Loan Financing Documents and do all things necessary to facilitate the Taxable Loan Financing; and (c) the President, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to (i) execute and deliver the Taxable Loan Financing Documents, with such changes as the President in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Taxable Loan Financing and the Partnership's and/or the General Partner's obligations thereunder.

5. AUTHORIZATION AND RATIFICATION

RESOLVED, that the President (or in his absence, any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to (a) sign, certify to, acknowledge, deliver, accept, file, and record any and all instruments and documents required under the Ground Lease Documents, the Equity Documents,

the Governmental Note Financing Documents and the Taxable Loan Financing Documents and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the General Partner, and the Partnership as such person shall deem to be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions; and

FURTHER RESOLVED, that any and all action taken by the President (or any other officer of the General Partner), acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, prior to the date this consent is actually executed in effecting the purposes of the foregoing resolutions is hereby approved, ratified, and adopted in all respects.

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PASSED AND APPROVED this ____ day of _____, 2022.

ANNA SENIOR LIVING GP, LLC

By: Anna Housing Finance Corporation, its Sole
Member

By _____
Nate Pike
President

ANNA HOUSING FINANCE CORPORATION

The undersigned officer of the Anna Housing Finance Corporation (the “*Sole Member*”), sole member of Parmore Anna Holdings, LLC, hereby certifies that he is the duly elected qualified and acting President of the Board of Directors (the “*Board*”) of the Sole Member, and hereby certifies that true, correct and complete copies of certain resolutions adopted by the Board at its December 14, 2021 meeting are attached hereto as *Exhibit A* (the “*Resolutions*”). The Resolutions have not been amended or revoked and are now in full force and effect.

Dated: December 14, 2021

By _____
Nate Pike
President

EXHIBIT A

ANNA HOUSING FINANCE CORPORATION

RESOLUTION OF THE SOLE MEMBER OF PARMORE ANNA HOLDINGS, LLC

December 14, 2021

ANNA HOUSING FINANCE CORPORATION, a Texas public, nonprofit housing finance corporation duly organized and validly existing under the laws of the State of Texas (the “*Member*”), the sole member of Parmore Anna Holdings, LLC (the “*Ground Lessor*”), hereby adopts the following resolutions:

1. LEASE OF REAL PROPERTY

WHEREAS, the Member is a public, nonprofit housing finance corporation duly organized and existing pursuant to Chapter 394 of the Texas Local Government Code; and

WHEREAS, the Member is the sole member of the Ground Lessor; and

WHEREAS, Nate Pike, an individual, is the President of the Member (the “*President*”); and

WHEREAS, the Ground Lessor will acquire certain real property located in the City of Anna, Collin County, Texas (the “*Real Property*”) on which a multifamily project for low-income seniors is to be constructed, developed and operated, to be known as “Parmore Anna Apartments” (the “*Apartment Complex*”); and

WHEREAS, the Ground Lessor will enter into a Ground Lease (the “*Ground Lease*”) with Anna Senior Living, LP, a Texas limited partnership (the “*Partnership*”) pursuant to which the Ground Lessor will lease the Real Property to the Partnership for a 99-year term; and

WHEREAS, in connection with the lease of the Real Property to the Partnership, the Ground Lessor will be required to enter into various documents to evidence such leasehold interest, including but not limited to the Ground Lease (collectively, the “*Ground Lease Documents*”);

RESOLVED, that the prior actions of the President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the Ground Lessor, with respect to the lease of the Real Property, including but not limited to the execution of the Ground Lease, are hereby ratified and approved; and

RESOLVED, that (a) the Ground Lessor is authorized to acquire and lease the Real Property to the Partnership and to execute and deliver the Ground Lease Documents; (b) the Member, acting on behalf of the Ground Lessor, is hereby authorized to execute and deliver the

Ground Lease Documents and to do all things necessary or desirable to facilitate the acquisition and lease of the Real Property to the Partnership; and (c) the President (or in his absence, any other officer of the Member), acting on behalf of the Member, acting on behalf of the Ground Lessor, is hereby individually authorized to (i) to execute and deliver the Ground Lease Documents with such changes as he in his discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to facilitate the acquisition and lease of the Real Property to the Partnership.

2. AUTHORIZATION/RATIFICATION.

RESOLVED, that the President (or in his absence, any other officer of the Member), acting on behalf of the Member, acting on its own behalf or on behalf of the Ground Lessor, is individually authorized to (a) sign, certify to, acknowledge, deliver, accept, file, and record any and all instruments and documents, and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the Ground Lessor as such person shall deem to be necessary, desirable, or appropriate in order to effect the purposes of the foregoing resolutions;

FURTHER RESOLVED, that any and all action taken by the President (or in his absence, any officer of the Member), acting on behalf of the Member, acting on its own behalf or on behalf of the Ground Lessor, prior to the date this consent is actually executed in effecting the purposes of the foregoing resolutions is hereby approved, ratified, and adopted in all respects.

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**RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
ANNA HOUSING FINANCE CORPORATION**

WHEREAS, Anna Housing Finance Corporation, a Texas housing finance corporation (the “Corporation”), intends to assume the sole member interest of Anna Senior Living GP, LLC, a Texas limited liability company (the “General Partner”);

WHEREAS, General Partner is the general partner of Anna Senior Living, LP (the “Partnership”) and hereby consents to and approves the following resolution and each and every action effected thereby:

WHEREAS, the Partnership is in the process of developing a multi-family low income housing tax credit project in Anna, Texas, to be known as Parmore Anna (the "Apartment Complex");

WHEREAS, conducting the business of the General Partner and the Partnership, including development of the Apartment Complex, requires the taking of action and/or execution of documents for: (i) responding to due diligence requests from investors and lenders; (ii) obtaining insurance for the Apartment Complex; (iii) interacting with and fulfilling requirements of the Texas Department of Housing and Community Affairs; (iv) interacting with and directing professional service providers and (v) other matters necessary for conducting the business of the General Partner and the Partnership and development of the Apartment Complex (collectively, the "Operational Matters");

WHEREAS, the General Partner desires to grant to Payton Mayes, Manager and CEO of Anna Senior Living SLP, LLC (the “SLP”), authority to execute documents and take actions relating to the Operational Matters on behalf of the General Partner, on its own behalf or on behalf of the Partnership;

NOW, THEREFORE, BE IT RESOLVED, that the foregoing recitals are incorporated herein, made a part hereof, and approved, confirmed and ratified in all respects;

Be it resolved, that Payton Mayes, Manager and CEO of the SLP, is hereby designated an Authorized Representative of the General Partner and the Partnership and shall be authorized to execute any and all documents and take any and all action deemed necessary or advisable in connection with the Operational Matters on behalf of the General Partner and the Partnership except for requesting draws from the bank or writing checks to the General Contractor.

Further resolved, that Payton Mayes and SLP shall keep the Corporation fully informed as to his activities under this authority, and this designation may be revoked by the Corporation at any time.

[Signature page follows.]

The foregoing resolutions have been duly adopted by the vote of the board of directors of Anna Housing Finance Corporation, as of _____, 2021, at a meeting of the board of directors duly noticed and called.

Nate Pike
President

ATTEST:

Kevin Toten
Secretary



Item No. 6.bb.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Housing Finance Corporation ("AHFC") Board of Directors, approve and ratify the execution by the AHFC President of that certain letter agreement between AHFC and Hilltop Securities Inc. dated November 8, 2021. (Director of Economic Development Joey Grisham)

SUMMARY:

This item is to ratify the execution of a letter dated November 8, 2021 by Board President Nate Pike with Hilltop Securities.

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:

Approve.

ATTACHMENTS:

1. 2021.1108_AnnahFC_General Partner Advisor Engagement Letter_Hilltop

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021



Timothy Earl Nelson
Managing Director – Public Finance
Tim.Nelson@hilltopsecurities.com
512-481-2022

2700 Via Fortuna
Suite 410; Building 2
Austin, Texas 78746

Date November 8, 2021

VIA E-MAIL

Mr. Nate Pike
President
Anna Housing Finance Corporation

Mr. Pike,

As you know, Hilltop Securities Inc. (“Hilltop”) is currently providing **Anna Housing Finance Corporation** (the “Client”) with municipal advisory services pursuant to a certain **Municipal Advisory Agreement, dated 8/24/2021** (the “MA Agreement”). The MA Agreement provides for Hilltop to advise the Client regarding the issuance and sale of certain indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Client from time to time during the term of the MA Agreement.

The Client has requested that Hilltop provide certain additional advisory services in connection with the participation of the Client as the parent entity of, and the 100% sole member of, the proposed “to-be-formed” GP LLC (the “Company”) in the ownership partnership of Anna Senior Living, LP (the “Borrower”) sponsored Parmore Anna Apartments (the “Transaction”). Hilltop and the Client believe that the requested services related to the Transaction are not within the description of services of the MA Agreement. Therefore, we are pleased to submit this agreement and set-forth terms for the engagement of Hilltop by the Client as its advisor for the term of this letter agreement (the “Agreement”) with respect to the Transaction.

Description of Services

Upon the request of an authorized representative of the Client, Hilltop agrees to perform the consulting services stated in the following provisions of this Agreement and, for having rendered such services, the Company agrees to pay to Hilltop the compensation as provided in Attachment A. Hilltop will provide:

1. Negotiation; Documentation: Assist the Company in negotiating and reviewing all partnership related documentation for the Transaction.
2. Advice: Provide advice to the Company regarding the terms, amount and timing of payments to be received for each of the roles contemplated related to the proposed multifamily development.
3. Meetings: Agree to attend all Board Meetings as requested by the Company.
4. Conference Calls: Provide support and comment on all calls and communications regarding bond issuance, bond structures and development planning, as required by the as requested by the Issuer.

5. Closing of Transaction: Assist the Company in closing of the Transaction, including, if applicable, the generation of the Closing Memorandum.

Compensation and Expense Reimbursement

The fees and reimbursable expenses due to Hilltop for the services set-forth and described herein shall be in accordance with Attachment A, attached hereto. Payment for services shall be due and payable upon receipt of an invoice therefor.

Term and Termination

This Agreement shall become effective as of the date executed by the Company as set-forth on the signature page hereof and shall remain in effect until the closing of the Transaction unless terminated earlier by either party, with or without cause, upon at least thirty (30) days prior written notice, stating in such notice the effective date of the termination. In the event of such termination, it is understood and agreed that only the amounts due Hilltop for fees and expenses incurred to the date of termination will be due and payable.

Miscellaneous

1. Required Disclosures. Attached hereto as Attachment B, Hilltop is providing its Municipal Advisor Disclosure Statement, which sets forth disclosures by Hilltop of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how Hilltop addresses or intends to manage or mitigate the disclosed conflicts of interest, as well as describing the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop with the Securities and Exchange Commission.

Included as Attachment C, is a general description of the financial characteristics and material risks associated with the Transaction are foreseeable to us at this time.
2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.
3. Choice of Law and Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, and venue for and exclusive jurisdiction of any litigation related to or arising out of this Agreement shall be in the state district courts of Collin County, Texas.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If the foregoing correctly sets forth the terms of our Agreement, please sign the enclosed copy of this engagement letter in the space provided and return it to us.

HILLTOP SECURITIES INC.

DocuSigned by:

 Timothy Earl Nelson

By: _____

5DB0C17B47F27494

Name: Mr. Timothy Earl Nelson

Title: Managing Director

11/10/2021

Agreed to this _____ day of _____, 2021

**ANNA HOUSING FINANCE
CORPORATION**

By: _____


Name: Mr. Nate Pike

Title: President

Authorized Officer

ATTACHMENT A

FORM AND BASIS OF COMPENSATION

The fees due to Hilltop for the services described in this Agreement with respect to each Transaction during the term of this Agreement shall be as set-forth below, or as otherwise negotiated in advance and agreed to by the parties in writing:

1. For services relating to execution of the Transaction specified in the Agreement and referred to therein, Hilltop shall receive an advisory fee ("Advisory Fee") equal to **\$125,000**.

The Advisory Fee is contingent upon and shall be payable to Hilltop, by the Borrower, at the time of the closing of the Transaction.

Please note that the above fees are paid by the Borrower and not by the Client.

ATTACHMENT B

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

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

PART A – Disclosures of Conflicts of Interest

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

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

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

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

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

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

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

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

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the

securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

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

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

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

VII. Additional Conflicts Disclosures.

The Firm has identified the following additional potential or actual material conflicts of interest:

- The Firm is serving as Municipal Advisor to Collin County Housing Finance Corporation, who is issuing the bonds for the related Transaction.
- The Firm represents multiple issuers/obligors on same project.
- The Firm may serve in separate capacities in connection with the transaction, including escrow bidding agent, and will be compensated separately by a third-party for serving in any such capacity.

The Firm or an affiliate may be providing other services to the Issuer unrelated to the transaction or outside the scope of the Municipal Advisory Agreement and either will receive additional fees or may receive additional fees for such other services from the Issuer.

- The Firm serves as bidding agent escrow agent, GIC bidding agent, or swap advisor for the Issuer or provides derivatives or commodities hedging services to the Issuer and receives fees either under a separate contract or from a third-party.
- The Firm's affiliate, Hilltop Securities Asset Management, LLC, provides arbitrage rebate compliance services to the Issuer either under a separate contract or under the municipal advisory fee structure.

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

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

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

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

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.

- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

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

PART C – MSRB Rule G-10 Disclosure

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

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

PART D – Future Supplemental Disclosures

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

ATTACHMENT C

DISCLOSURE OF MATERIAL RISKS

Municipal entities and other obligated parties should carefully consider the risks of all securities transactions prior to execution. A certain level of risk is inherent in all liabilities. The key is to determine whether the level of risk is acceptable. Risks will vary depending upon the structure and terms of the partnership agreement. There are risks that are common to all deal types and some that are specific to each transaction. Some risks can be mitigated if properly identified ahead of time. Some risks are out of the control of all parties involved in the transaction and therefore cannot be mitigated nor avoided. Some risks are borne by the participant, resulting in the participant demanding a higher compensation to offset the acceptance of risk.

As a municipal advisor, it is our fiduciary duty to analyze every aspect of a client's financial situation. A municipal advisor must take into account all assets and all liabilities of the client, current and anticipated, to create the best financial plan to achieve the client's objectives. No single transaction is viewed as separate and apart from prior transactions. The analysis includes a number of other factors, but it must include a thorough understanding of the client's risk tolerance compared to the material risks associated with a specific contemplated transaction.

The following is a general description of the financial characteristics and material risks associated with the Transaction that are foreseeable to us at this time. As the transaction progresses, material changes to the risk disclosures identified here will be supplemented for your consideration. However, the discussion of risks contained here should not be considered to be a disclosure of all risks or a complete discussion of the risks that are mentioned. Nothing herein constitutes or shall be construed as a legal or tax advice. You should consult your own attorney, accountant, tax advisor or other consultant for legal or tax advice as it relates to this specific transaction.

Legal Risks

While the use of limited liability companies can limit the risk of litigation, there is no guaranty that a court would not "pierce the corporate veil" and look to the parent entity to meet any legal obligations of the LLC for which it is the sole member.

Reputation Risk

While the use of limited liability companies can limit the legal risk of litigation, there is no way to insure against the reputational risk that might be suffered through the Client's involvement with the proposed real estate partnership.

Tax Compliance Risk

The operation of a partnership formed for the purpose of developing a project using the tax credit program is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the closing of a tax credit transaction. You also must covenant to take certain additional actions after the closing of the tax credit transaction. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that is paid on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or the bond issue, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. This description of tax compliance risks is not intended as legal advice and you should consult with your counsel regarding tax implications of participating in a partnership.



Item No. 6.cc.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Stephanie
Beitelschies

AGENDA ITEM:

Approve a Resolution amending the City of Anna Personnel Policy Manual. (City Manager Jim Proce)

SUMMARY:

As a part of the adopted Strategic Plan, staff was directed to identify areas of the City Personnel Policy that required revision. As city staff has worked under this personnel policy manual, a few technical conflicts and operations realities have been found. Sections of the proposed policy are changed to provide clarification, cleanup, adoption of policy relating to quarantine leave for firefighters, peace officers, and emergency medical technicians employed by, appointed by, or elected by a political subdivision. (Texas House Bill 2073), adoption of a mental health leave policy for peace officers (Texas Senate Bill 1359), background check policy and to establish a Catastrophic Leave bank policy for city employees. The proposed revisions are listed below. Overall, these changes will provide support to staff's day-to-day city operations.

1. Cover page - Correction to resolution number on resolution amendments.
2. Paid Quarantine Leave Policy for Public Safety– Texas House Bill 2073
3. Mental Health Leave Policy for Peace Officers – Texas Senate Bill 1359
4. Defined list of current City of Anna observed holidays.
5. Catastrophic Leave Policy.
6. Background Check Policy.

FINANCIAL IMPACT:

Monetary impact to include paid time off for mental leave for peace officer and quarantine leave for peace officer, firefighters, and emergency medical technicians .

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval of the attached resolution approving changes to the Personnel Policy Manual.

ATTACHMENTS:

1. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, APPROVING AMENDMENTS TO THE CITY OF ANNA PERSONNEL POLICY MANUAL 12.14.2021.
2. Redline 12.2021 City of Anna Personnel Policy Adopted 10.26.2021 RES. No. 2021-10-1028

APPROVALS:

Stephanie Beitelschies, Human Resources Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, APPROVING AMENDMENTS TO THE CITY OF ANNA PERSONNEL POLICY MANUAL

WHEREAS, on March 11, 2014, the City Council of the City of Anna, Texas ("City Council") approved a Personnel Policy Manual that includes personnel guidelines for use in certain operations of the City's departments/personnel and in matters related to human resources; and,

WHEREAS, said Personnel Policy Manual was amended on September 22, 2015, January 26, 2016, July 11, 2017, and on October 26, 2021 and

WHEREAS, the City Manager has recommended approval of certain amendments to the Personnel Policy Manual, and

WHEREAS, the City Council finds that its approval of the amendments to the Personnel Policy Manual is not intended to and does not: (1) create any type of contract of employment between the City and any employee; or (2) have the force or effect of law or ordinance

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

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

Section 2. The City Council of the City of Anna, Texas hereby approves the amendments to the City of Anna Personnel Policy Manual for use by the City Manager and City departments in relation to certain organizational operations and matters related to personnel and human resources.

DULY PASSED AND APPROVED THIS 14th DAY OF DECEMBER 2021.

ATTEST:

APPROVED

City Secretary, Carrie Land

Mayor, Nate Pike

City of Anna

Personnel Policy Manual

Approved: March 11, 2014

Amended:

September 22, 2015, Res. No. 2015-09-24

January 26, 2016, Res. No. 2016-01-140

July 11, 2017, Res. No. 2017-07-334

October 26, 2021, Res. No. 2021-10-1028

December 14, 2021, Res. No. 2021-12-XXX

Preamble

This Personnel Policy Manual (this “Manual”) is prepared for informational and guideline purposes only and does not constitute a contract in any respect between the City of Anna (the “City”) and its employees. Except as expressly set forth in this Manual or in a written contract approved by the City Council, employment with the City is at will, and either the employee or the City may terminate the relationship at any time for any legal reason or for no reason. The City Manager may remove, with or without cause, any City employee or volunteer who is not required to be appointed by the City Council. The City reserves the right to release an employee at any time and for any reason, with or without cause, unless expressly prohibited by law.

The at-will status of an employee may only be modified by written contract between the City and an individual employee that is duly adopted by the City Council, signed by a duly authorized representative of the City, and contains express, clear and unambiguous language that identifies the employee and modifies the at-will status of that employee (“Employment Contract”). The at-will status in such case shall only be modified as to that individual employee and only to the extent modified by such contract. All statements in this Manual regarding the at-will status of City employees or any benefits provided herein shall control over any contradictory statements by any other person, whether oral or written, with the sole exception of an Employment Contract. Similarly, with the sole exception of benefits guaranteed in an Employment Contract, the City’s policies and practices with respect to any matter or any benefits now offered may be terminated at any time to full extent permitted under applicable law and same are not to be considered as creating any contractual obligation on the City’s part.

Statements of specific grounds for termination set forth in this Manual or in any other City documents are examples only, are not all-inclusive lists, and are not intended to restrict the City’s right to terminate at will.

It is the responsibility of each employee of the City to comply with all policies in this Manual and with other rules and regulations implemented in accordance with this Manual. If there are questions about any policies, procedures, rules or regulations, they should be discussed with the immediate supervisor, department head or City Manager, as appropriate.

Every employee in City service should understand that he/she is working for the public. It is the goal of the City to constantly develop more effective and efficient means to serve its citizens. Therefore, all employees should thoroughly understand their jobs duties and should possess respect for their work. Employees are expected to have knowledge of the relation of their jobs to those of other employees and to the entire City organization.

Individual departments may establish additional policies that are consistent with this Manual. Such departmental policies must be submitted to and approved by the City Manager. To the extent that such policies conflict with this Manual, this Manual shall control. Amendments to this Manual must be prepared by the City Manager and presented to the City Council for approval. Upon amendment, the modifications shall be distributed to all City employees and all City employees shall sign an acknowledgement that they have received, reviewed and understand the modifications (refer to Appendix A-1).

Notwithstanding any other provision of these policies, rules and regulations, the City Council may exempt individual City employees that the City Council appoints pursuant to its power under the

City's Home-Rule Charter from the application of certain policies, rules and regulations and may do so by duly adopted ordinance, resolution or written agreement. However, the City Council may not grant any exemption that would result in a violation of state or federal law.

Completion of an introductory or probationary period or "regular status" does not change an employee's status as an employee-at-will or in any way restrict the City's right to terminate such an employee or change the terms or conditions of employment.

**CITY OF ANNA
PERSONNEL POLICY MANUAL**

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City of Anna
Personnel Policy Manual
Section 100. Introduction

100.1 Objectives

- (a) Objectives. The Preamble to this Manual is incorporated here as if set forth in full. Although most major areas of the City's personnel policies are defined in this Manual, situations may arise that are not specifically addressed in this Manual. In these instances, the City Manager may establish an appropriate policy or address such matters on a case-by-case basis as appropriate. All personnel policies apply to all City employees, except as expressly stated otherwise.
- (b) The general purpose of the policies and procedures set forth in this Manual is to bring into the service of the City a high degree of understanding, cooperation, efficiency, and unity, which comes through appropriate application of sound procedures in personnel administration, and to provide a uniform policy for all employees, with all of the benefits such a program insures. The human resource management system objectives, which include this Manual, are as follows:
 - (1) Promote and increase efficiency, responsiveness to the public, and economy in the service of the City;
 - (2) Provide opportunity for qualified persons to enter and progress in City service based on merit and ability to perform the essential functions of the job with or without reasonable accommodations;
 - (3) Maintain recruitment, advancement, and tenure practices enhancing the attractiveness of a City career and encouraging all employees to give their best effort to the City and the public;
 - (4) Maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in City service; and
 - (5) Promote high morale among City employees by fostering positive working relationships and providing uniform human resources policies, opportunities for advancement, and consideration of employee needs and desires.
- (c) This Manual is not intended to fully describe or explain all of an employee's potential rights or duties. The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Employees who desire further information should independently investigate the governing law and contact an attorney to evaluate their position. Unenforceable provisions of this policy shall be deemed to be deleted without invalidating any other parts of this Manual.

100.1.1 Definitions

The words and terms used in this Manual shall have the meaning indicated as follows (unless the context in which the word is used clearly indicates otherwise):

Address means the street and number, city, state and zip code of a residence and/or the post office box mailing address, if applicable.

Administrative leave means an authorized absence with pay.

Anniversary date means the month and date at which one year or additional years of employment with the City are attained by a regular full-time or part-time employee. If an employee changes from part-time to full-time status, then the anniversary date is changed to reflect the date the employee begins full-time status.

Charter or City Charter means the City of Anna, Texas Home-Rule Charter as amended.

City means the City of Anna, Texas.

City's personnel policies mean this Manual and all ordinances, directives, regulations and other requirements relating to City personnel matters, as amended.

City Council means the governing body of the City of Anna, Texas.

Confidential Information means: (1) all information held by the City that is not available to the public under the Public Information Act (Chapter 552, Local Government Code, or as amended, "the Act"), and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act (Chapter 551, Local Government Code, or as amended), regardless of whether disclosure violates the Act and/or the Texas Open Meetings Act; and (2) information, whether or not subject to disclosure under the Act, that has not been made publicly available and that an employee has access to only because of the employee's status as a City employee or the employee's presence at City events or facilities that are not expressly open to the public.

Demotion means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

Department means a major functional unit of City administration, none of which are independent, jural entities.

Department head means any person, appointed by the City Manager, who is responsible for the administration of a department.

Employee means any person employed and paid a salary or wages by the City, and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, the Municipal Court Judge(s), the City Attorney, a member of an appointed Board or Commission, or a member of the City Council.

Exempt employee means any employee paid on a salary basis who occupies an executive, administrative or professional position, or is a computer employee, as defined by the Fair Labor Standards Act, 29 U.S.C. § 213(a)(17)(as amended). Exempt employees, whether full-time or part-time, are eligible for all benefits offered by the City to its employees.

Fiscal year means the City's fiscal year, starting October 1 and ending September 30.

Full-time employee means any employee scheduled to work forty (40) hours or more per work week. Full-time employees are eligible for all benefits offered by the City to its employees.

Grade means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified, according to such factors as level of difficulty, responsibility and other criteria.

Director of Human Resources or Human Resources Department means the individual(s) to whom various human resource functions have been delegated by the City Manager, regardless of whether there is a specific department designated as the Human Resources Department. These terms may also refer to the City Manager, to the extent that the City Manager has not delegated any such human resource functions. The City Manager retains authority over all human resources functions that have been delegated and may modify, reverse or direct any action or decision by the Director of Human Resources or Human Resources Department.

Job means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual.

Lateral transfer or transfer means any change of an employee from one position to another position in a classification having the same pay grade.

Leave without pay means an authorized temporary absence without pay. If non-disciplinary, an employee on leave without pay may be permitted to expend accrued vacation benefits, accrued compensatory time, or accrued sick time while on leave.

Management, when used as noun, means the City Manager, department heads, or Supervisors with administrative management authority.

Manual means this Personnel Policy Manual, as amended, also referenced from time to time herein as Personnel Policies and Procedures.

Mayor means the Mayor of the City of Anna, Texas.

Merit means character or conduct deserving reward, honor, or esteem.

Military leave means any authorized absence of an employee for active or reserve duty, or training in the United States armed forces.

Month means one calendar month.

Motor vehicle accident means an incident involving a motor vehicle in which there is either a fatality, an injury treated immediately and/or away from the scene, any potential property damage, any unintended contact between a vehicle and another vehicle, or a vehicle is required to be towed from the scene due to disabling damage.

Non-exempt employee means any City employee not falling under the definition of Exempt Employee.

Outside employment means any business, trade, occupation, or profession performed for any entity other than the City, including self-employment.

Part-time employee means any employee who is scheduled to work less than forty (40) hours per week and who is not a temporary/seasonal employee.

Personnel policies mean this Manual and all ordinances, directives, regulations, and other requirements relating to City personnel matters, as amended.

Physician or licensed physician means any physician licensed by the Texas State Board of Medical Examiners.

Probationary Employee means any newly hired employee during the time of the employee's probationary status as further described in this Manual.

Promotion means an assignment of an employee from a position of one classification to any vacant position in another classification having a higher pay grade.

Reclassification means an assignment of an employee to a new position and/or grade profile to an existing position.

Reduction in force means a separation from City service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him/her.

Regular employee means an employee who is full-time, and is non-seasonal and non-temporary.

Regulations mean these Personnel Policies and Procedures.

Residence means the domicile of an employee.

Retirement date means the first day an eligible employee becomes entitled to receive retirement benefits.

Separation means a voluntary or involuntary cessation of employment with the City.

Supervisor means an employee's direct report.

Suspension means an involuntary and unpaid discontinuance of City work for a specified period of time.

Temporary/Seasonal Employee means any employee appointed to any of the following:

- An assignment or job scheduled to last less than six (6) months;
- A position funded under a federal employment and training program, under which the employee meets federal eligibility requirements, but not including administrative or staff positions;
- A cooperative work-study program with an educational institution;

- A seasonal position, even though the assignment may last more than six (6) months;
- Any assignment of less than a full calendar year, which is repeated from year to year, even though the assignment may last more than six (6) months;
- A position which, by City policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force; or
- A part time position expected to work less than twenty (20) hours per week, or less than one thousand (1,000) hours per fiscal year.

Temporary/seasonal employees are not eligible for any City benefits, other than workers' compensation benefits.

Termination means a disciplinary cessation of employment with the City.

Transfer or lateral transfer means any change of an employee from one position to another position in a classification having the same pay grade.

Volunteer means any person who freely offers to take part in any effort or undertake a task for the City and is not compensated as a regular employee. However, stipends may be provided for some tasks, as determined necessary by the City Manager and department head, and within budgetary constraints, and in accordance with a written policy governing the terms of the stipend. *Volunteer* includes, without limitation, the following positions:

- Reserve Officers;
- Volunteer Firefighters;
- Persons working toward completion of community service requirements; and
- Any other non-compensated position performed by a person freely offering their work or services.

Volunteers are not eligible for any City benefits, other than workers' compensation benefits as applicable to volunteers.

Workday or Working Day means any one shift during which a department is open for business, or on which an employee is scheduled to work.

100.2 Administrative Authority

- (a) The City Manager may revise or amend this Manual within the law, and with City Council approval, to the extent deemed necessary by the City Manager in order to more effectively and efficiently promote the interest of the City and its employees. The City Manager shall develop and implement necessary procedures for the efficient administration of the City's personnel policies.
- (b) The general and final authority for human resources management rests with the City Manager, who may delegate it as necessary and proper, except for matters expressly reserved to the City Council under the City Charter or other applicable law. The Director of

Human Resources shall advise and support management in all areas, including employee-management relations; training and career development; classification; compensation; benefits; retirement; and employee health, safety and morale. When appropriate and necessary, the City Manager and/or Director of Human Resources or their designees shall consult with the City Attorney for additional advice and/or assistance regarding this Manual and the City's personnel policies in general.

- (c) Department heads are responsible for enforcing the City's personnel policies as set forth in this Manual and as otherwise set forth in directives, memorandums, and other forms of instruction by the City Manager. Department heads shall cooperate with the Director of Human Resources and/or his/her designee(s) on all matters pertinent to their organization units. All employees have a responsibility and role in the implementation of the City's personnel policies.
- (d) The City reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in these Personnel Policies and Procedures, in whole or in part, at any time, with or without notice. The issuance of these Personnel Policies and Procedures does not constitute an express or implied contract between the City and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City, which are not consistent with these Personnel Policies and Procedures.

100.3 Applicability and Scope

- (a) The City's personnel policies as set forth in this Manual and elsewhere shall apply to all employees except:
 - (1) when superseded by the state or federal constitutions, state or federal legislation;
 - (2) where expressly stated otherwise in this Manual;
 - (3) when specific appointment and removal power of an employee is vested in the City Council by ordinance, or other law, and only to the extent that the City Council has made an express finding in an ordinance or resolution that one, or more, of the policies or procedures in this Manual do not apply to such employee; or
 - (4) to the extent that this Manual conflicts with an employment contract duly adopted by the City Council that has been duly executed by the City Council's duly authorized representative.
- (b) Failure to comply with these policies may result in appropriate disciplinary action. All City employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Policies and Procedures.
- (c) Elected officials, the City Attorney, the Judge(s) of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered City employees for purposes of these policies. The City Attorney, City Secretary, and Judge(s) of the Municipal Court shall be evaluated by the City Council as set forth in the City's Charter.

100.4 Dissemination of Manual

All City employees shall be provided with a copy of this Manual and each department head shall keep an updated copy available for reference by employees. Whenever feasible, a newly hired employee should be provided with this Manual prior to reporting for duty on their first day. All employees must sign a statement that they have been furnished a copy of this Manual, and that the employee has read and understands it. It shall be the employee's responsibility to become thoroughly familiar with this Manual and any changes made to these this Manual. Employees shall not start work and shall not earn any wages, compensation, or benefits until the signed acknowledgement form has been returned to the Director of Human Resources (refer to Appendix A-1).

100.5 Amendments to Manual

Amendments to this Manual must be prepared by the City Manager and presented to the City Council, who may adopt them, with or without amendment. Upon any amendment to this Manual, each employee will be notified in writing of the amendment and directed to sign for having received amendment, and shall sign a statement that they have been furnished a copy of the amended policy or policies and have read and understand same as soon as is practicable thereafter.

100.6 Equal Opportunity Policy

- (a) It is the policy of the City to afford equal opportunity in all aspects of the employment relationship to all individuals. Equal Employment Opportunity is the law of the land, and the City will not discriminate because of race, color, religion, gender, age, national origin, political affiliation, disability, veteran's status, or other non-merit factors.
- (b) This Equal Employment Opportunity policy applies to all aspects of the employment relationship including but not limited to recruiting, interviewing, testing, ranking, selection, compensation, promotion, transfer, performance appraisal, training, discipline, layoff, and discharge.
- (c) The City will take necessary action to assure that its personnel policies and procedures support equal opportunities in employment. However, the City shall evaluate each individual based on merit and bona fide abilities and qualifications to perform the essential functions of the job.

100.7 Policy Directives, Departmental Policies

- (a) The City Manager may issue personnel policy directives which shall be in the form of written memorandums, the contents of which may not directly conflict with the policies and procedures in this Manual. Such directives shall be distributed to all affected employees and shall apply with the same force as if the policies and procedures were set forth in full in this Manual.
- (b) Individual departments may establish additional policies that are consistent with this Manual. Before being implemented, such departmental policies must be submitted to and approved by the City Manager. The City Manager may modify such department policies by issuing a policy directive in the manner set forth above. To the extent that such policies conflict with this Manual, this Manual shall control.

100.8 Employment at Will

Employment with the City is at the mutual consent of the City and the employee. Either party may cease the employment relationship at any time, with or without cause, and with or without advance notice. However, an employee who leaves employment without providing the notice set forth in the City's personnel policy may lose eligibility for certain accrued benefits.

City of Anna

Personnel Policy Manual

Section 101. Employee Hiring and Appointment

101.1 Vacancies

Department heads shall notify the City Manager of any anticipated vacancies in their respective departments as far in advance as is reasonably possible to permit sufficient time for the selection of qualified candidates. Department heads shall notify the City Manager of any unexpected vacancies as soon as practicable after the vacancy occurs. At the City's discretion, vacancies may be filled through public announcement, promotions, transfers, demotions or reinstatement.

101.2 Announcement of Vacancies

Job vacancies may but are not required to be posted on the City website, on bulletin boards located at City Hall or various other websites and publications. If so posted, each job announcement insofar as practicable, shall specify the title, salary or salary range, and nature of the job; the required qualifications; whether competition is open to the general public, City employees or both; and the application deadline. Each announcement shall also contain a statement affirming the City's commitment to a policy of equal employment opportunity.

101.3 Employment Applications

- (a) Applications for employment or reinstatement shall be submitted on an Application for Employment Form (Appendix A-2), for each vacant position. In addition to the Application for Employment Form, the City may require an applicant to submit additional forms and documents, depending on the position for which the applicant is applying. The City may reject incomplete applications and applications not submitted in the prescribed manner. All information submitted in connection with applying for City positions is subject to verification.
- (b) No one shall be employed in any position with the City until a completed application of employment is provided to the Human Resources Department. All applications for employment that have not resulted in employment will be retained active for not more than 30 days after application submittal or the application deadline, whichever expires sooner; provided, however, that the City may hire applicants whose application has expired when in the City's best interest and when in conformance with equal opportunity employment. After the expiration of an active application, the City may require that a new application and/or resume must be submitted in order to be considered for any new openings. Applications that have resulted in employment shall be included in the employee's City employment records and continue to be subject to verification of the facts stated therein.
- (c) The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

- (d) Employees shall be responsible for notifying the department head and Human Resources Department of any change in address, marital status, current telephone number or any other information required by the Human Resources Department.

101.4 Employment Evaluation/Disqualification

- (a) Employment with the City shall be based on merit, ability, and fitness to perform the essential functions of a job, with or without reasonable accommodations. The primary goal of the City is to fill vacancies with highly qualified applicants that are the best suited for the position. The City Manager, department head, or their respective designee(s) shall determine the most appropriate means of evaluating applicants against job requirements and organizational mission to identify the qualified persons suited for the job. Depending on the job positions and its essential functions, the City may, as deemed appropriate, use reference checks, interviews, medical and psychological examinations, drug tests, physical agility tests, criminal history checks, verification of citizenship or employment eligibility, skills tests, written tests, driver's license checks, credit checks, and/or other screening procedures as deemed appropriate and in all cases use of same shall be consistent with applicable employment laws and regulations and the City's personnel policies.
- (b) Applicants may be required to provide any information regarding work experience and qualifications necessary to demonstrate compliance with prescribed qualification requirements or proficiency.
- (c) At a minimum, to be eligible for employment with the City, or for a change in present personnel status, an individual must:
 - (1) be at least sixteen (16) years of age, depending upon the requirements of each position;
 - (2) have a social security number;
 - (3) agree to be fingerprinted, if requested;
 - (4) agree to a polygraph examination related specifically to job performance for positions designated by the City Manager, if requested, and such examination is not prohibited by law;
 - (5) where permitted by law, pass a physical and/or psychological examination administered by a licensed medical practitioner selected by the City, to ensure ability to perform essential duties of the job;
 - (6) where permitted by law, submit to alcohol and drug screening tests;
 - (7) satisfactorily complete any interviews, examinations and performance tests, if required because of job duties;
 - (8) show proof of United States citizenship, legal residence, or other documentation that establishes employment eligibility in the United States, as required by the Department of Justice;

- (9) possess a valid Texas driver's license and have an acceptable driving record in compliance with the City's personnel policies, where applicable, unless waived by the City Manager (when requested, applicants must provide a copy of their driving record to the City and/or provide the City with a signed and completed form of release that will allow the City to obtain the applicant's official driving record); and
- (10) meet minimum requirements of the job description for which employment is sought, and submit to all other employment procedures administered by the Human Resources Department.

(d) An applicant shall be disqualified from consideration if he or she:

- (1) does not meet the necessary position-performance qualifications;
- (2) has made any false statements of fact on the application, depending upon the seriousness, willfulness and materiality of the false information to the position;
- (3) commits or attempts to commit a fraudulent act at any stage of the selection process;
- (4) does not have a driving record that is acceptable to the City;
- (5) is in violation of the City's Substance Abuse Policy;
- (6) is not lawfully authorized to work in the United States in accordance with the Federal Immigration Reform and Control Act, as amended; or
- (7) would, if hired, be in violation of the nepotism policy or laws.

(e) Former employees of the City who were dismissed for reasons of misconduct or performance are considered ineligible for rehire.

(f) An applicant may also be disqualified from consideration upon other reasonable grounds relating to job requirements.

101.5 Americans with Disabilities Act

The City is an equal opportunity employer and, as such, requires compliance with the Americans with Disabilities Act (ADA). The Act prohibits discrimination against qualified persons with disabilities in application procedures, hiring, advancement, discharge of an employee, employee compensation, job training, and other terms, conditions, and privileges of employment. All requests by City employees for reasonable accommodations under the ADA should be submitted in writing to the Director of Human Resources, who shall notify the employee's department head. The City shall comply with ADA regulations when considering all requests for accommodation. Supervisors or department heads, as applicable, are required to engage in a good faith, interactive dialogue with qualifying persons to identify whether reasonable accommodations may be available for an employee's disability.

101.6 Applicant Referral, Interview and Selection Process

- (a) The referral of applicants to department heads for selection shall be in accordance with approved City policies, procedures, and practices developed by the City. Interviews will be structured and conducted in such manner as to appraise the applicant's qualifications and ability to perform the essential functions of the position. All applicants meeting the minimum requirements may not receive a personal interview. All departmental proposed hiring procedures that are more specific than the policies and procedures set forth in this Manual will be submitted in writing to the City Manager and Director of Human Resources who shall forward same for review by the City Attorney. Such proposed procedures shall not go into effect unless and until approved by the City Manager and City Attorney.
- (b) The department head will make the selection of the most qualified applicant. The department head will then submit the selection to the City Manager and/or his designee to proceed with any appropriate pre-hiring screening or background checks.
- (c) The City may conduct criminal history records checks on all new employees, including those in part-time, temporary and selected volunteer positions. Since it may take several weeks to receive results, applicants selected for positions may be offered provisional employment. If applicants have not provided accurate information regarding their criminal history, they may be dismissed from employment.
- (d) The City will obtain credit history information on a candidate for employment only when the credit history is related to the position for which the person is being considered. The City shall comply with the Fair Credit Reporting Act before obtaining a job-related credit history.
- (e) The City will conduct a criminal history record review for a final candidate for employment and will determine through the individualized assessment procedures described below whether the individual should be excluded from employment.
- (f) The City will conduct a motor vehicle record review on a candidate for employment when driving is an essential job function of the position for which the person is being considered. The City will determine through the evaluation criteria for applicants, as set forth in its Motor Vehicle Operator Standards, whether the individual should be excluded from employment.
- (g) An employee or prospective employee must be provided written notice that a credit or background check will be done, and give their written authorization to proceed, if an outside, private-sector agency or search engine will be used (can be on same form and be part of the application materials). If the results of a credit or background check result in the applicant being rejected for employment, the City must provide written notice of why, give the applicant a copy of the report, and provide the name and address of the service which provided the information.
- (h) This policy applies to all employees, including all full-time and part-time employees, paid and unpaid interns, temporary employees, contract staff employees, and volunteers.
- (i) Consumer Credit Reports

- "Adverse action" includes a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.
- "Consumer report" includes any information from a consumer reporting agency that is used or expected to be used as a factor in establishing the person's eligibility for employment.
- "Consumer reporting agency" is an agency that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.
- "Employment purposes" when used in connection with a consumer report means a report used for the purpose of evaluating a person for employment, promotion, reassignment, or retention as an employee.

15 U.S.C. 1681a

(j) Obtaining Reports

The City may not procure a consumer report for employment purposes unless:

- 1) The City has provided the applicant or employee a written disclosure that a consumer report may be obtained for employment purposes; and
- 2) The applicant or employee has authorized in writing the procurement of the consumer report.

(k) Adverse Action

- Before taking any adverse action based on the consumer report, the City shall provide the applicant or employee a copy of the consumer report and a written description of the person's rights under the Fair Credit Reporting Act, as prescribed by the Federal Trade Commission.

15 U.S.C. 1681(b)(3)

(l) Notice of Address Discrepancy

- "Notice of address discrepancy" means a notice sent to a user by a consumer reporting agency that informs the user of a substantial difference between the address for the consumer that the user provided to request the consumer report and the address(es) in the agency's file for the consumer.

(a) When the City receives a notice of address discrepancy, it will compare the information in the consumer report provided by the consumer reporting agency with information the City maintains in its own records, such as applications, change of

address notifications, and other personnel records. In addition, the City will verify the information in the consumer report provided by the consumer reporting agency with the consumer.

(b) If the City regularly and in the ordinary course of business furnishes information to the consumer reporting agency from which it received the notice of address discrepancy, the City will furnish an address for the consumer, which the City has reasonably confirmed is accurate, to the consumer reporting agency. The City will reasonably confirm an address is accurate by verifying the address with the consumer about whom it has requested the report; reviewing its own records to verify the address of the consumer; or using other reasonable means.

16 CFR 641.1

(m) Disposal of Records

- The City must properly dispose of a consumer report by taking reasonable measures to protect against unauthorized access to or use of the information.
- "Dispose" includes discarding or abandoning the consumer report, or selling, donating, or transferring any medium, including computer equipment, upon which the consumer report is stored.

(a) Examples of reasonable measures include:

- 1) Burning, pulverizing, or shredding papers containing a consumer report so the information cannot practicably be read or reconstructed;
- 2) Destroying or erasing electronic media containing a consumer report so that the information cannot practicably be read or reconstructed; or
- 3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of the consumer report.

16 CFR 682.3

(n) Individualized Assessment

- (a) Only City employee(s) authorized to view criminal history records will be involved in conducting an individualized criminal history record review.
- (b) Consistent with business necessity, the City shall disqualify from employment a person whose criminal history is inconsistent with the job duties of the position for which the person is being considered.
- (c) The City shall perform an individualized assessment of criminal history record information when determining a person's eligibility for employment in a specific position.

(d) The City shall take into account a variety of factors, including the following:

1. The nature of the offense;
2. The age of the person when the crime was committed;
3. The date of the offense and how much time has elapsed;
4. The adjudication of the offense (e.g., whether the person was found guilty by a trier of fact, pled guilty, entered a no contest plea, or received deferred adjudication);
5. The nature and responsibilities of the job sought;
6. The accuracy of the person's disclosure of his or her criminal history during the selection process;
7. The effect of the conduct on the overall environment; and
8. Any further information provided by the person concerning his or her criminal history record.

(e) In conducting the individualized assessment, the City will consider both the factors set out above and any additional information provided by the individual. The City may obtain court records, if needed, to validate the information provided.

(f) Using the available information, the City will determine whether or not exclusion from employment is consistent with business necessity.

(g) Failure to disclose criminal history on an employment application will exclude a candidate from employment with the City, regardless of whether the candidate's criminal history alone would have disqualified him or her for employment.

(h) Arrests

- (1) The fact of an arrest alone does not establish that criminal conduct has occurred, and the City shall not disqualify a person based solely on an arrest. The City may make an employment decision based on the conduct underlying the arrest if that conduct makes the person unfit for the position in question.

(i) Notice to Candidate for Employment

- (1) A candidate for employment who has a criminal history record will be notified in writing that he or she may be excluded from employment due to criminal history. The candidate will be given an opportunity to provide additional information concerning his or her criminal history record to be considered as part of the individualized assessment process.

Additional information may include:

- Documentation showing inaccuracies in the criminal record;
- Any evidence related to the factors for individualized assessment listed above;

- Evidence that he or she has performed the same type of work, since the incident(s) noted on the criminal history record, with no known incidents of criminal conduct;
- Rehabilitation efforts, including education and training;
- Employment or character references; and
- Whether or not he or she is bonded (if a bond is required for the job position with the City).

(2) If the individual does not provide additional information in a timely manner, the City will proceed with an individualized determination with the information available to the City.

(j) Claim of Errors in the Record

(1) A candidate for employment who claims that the reported criminal history record is erroneous may be provided a copy of the record so that he or she can undertake efforts to correct the record.

(o) Offenses for Which Exclusion is Likely

(1) A record of certain offenses carries a high likelihood that the City will exclude the individual from employment. Subject to an individualized assessment, the following classes of offense will likely preclude employment with the City:

- Any offense for which employment of the individual places the safety of other employees at risk, regardless of the date of the offense, its relation to the employee's job, or the age of the victim. Such offenses include: homicide, murder, capital murder, unlawful transport, false imprisonment, trafficking of persons, sexual assault, aggravated sexual assault, rape, child abuse, sale or purchase of a child, arson, robbery, aggravated robbery, prostitution or solicitation of prostitution, child pornography, and sexual solicitation of a child.
- Any offense that, because of the relationship between the offense and the duties and responsibilities of the position in question, creates a risk to the best interests of the City. For example, a person who has committed a property offense will not normally be eligible for a position with financial duties or responsibilities.
- Any felony conviction that occurred within the ten years prior to application for employment with the City.
- Any Class C misdemeanor conviction involving moral turpitude (i.e., theft) within the ten years prior to application for employment with the City.

(p) Adjudication of Offenses

(a) Conviction

(1) In considering the adjudication of the offense, the following standards apply. The City will ordinarily treat a conviction as proof of guilt. A conviction record constitutes reliable evidence that a person engaged in the criminal conduct "beyond reasonable doubt."

(b) Arrest

(1) An arrest record alone does not establish criminal conduct. Before the City makes an employment decision based on an arrest, the City will examine the circumstances surrounding the arrest and will make any necessary inquiries. The City is not required to conduct an extensive investigation to determine the individual's guilt or innocence but need only make inquiries that could shed light on the likelihood of the individual's guilt in committing the underlying offense.

(2) An arrest will be treated as a conviction when inquiries suggest a high likelihood that the individual committed the underlying offense. Where such a determination is not found, the arrest will not be used to take an adverse employment action against the individual.

(c) Deferred Adjudication

(1) A grant of deferred adjudication resulting from a no contest or guilty plea will ordinarily be treated as an admission of guilt. However, the City will make inquiries similar to the inquiries made when an arrest is reported.

(2) When such inquiries suggest a high likelihood that the individual committed the underlying offense, deferred adjudication will be treated as a conviction. Where such a determination is not found, deferred adjudication will not be used to take an adverse employment action against the individual.

(d) Not Guilty, Withdrawn, or Dismissed Charges

(1) For a not guilty, withdrawn, or dismissed adjudication, the individual will be asked to explain, in writing, the circumstances and must provide a certified copy of the court paperwork showing the final disposition of every charge. The City may make additional inquiries into the surrounding circumstances.

(2) The charges will be treated as a conviction when such inquiries suggest a high likelihood that the individual committed the underlying offense. Where such a determination is not found, the criminal history in question will not be used to take an adverse employment action against the individual.

(q) Types of Convictions

(1) If the criminal history record shows a conviction, or if inquiries made during the record review indicate a high likelihood of guilt and/or recurrence, then the following employment restrictions will apply:

(a) Felony

(1) For a felony offense committed within the ten years before application for employment, see OFFENSES FOR WHICH EXCLUSION IS LIKELY, above.

(2) If the individual committed a felony offense more than ten years before application for employment, the City will determine whether the conviction was for an offense that generally requires exclusion by law or by policy or, if not, whether the underlying offense relates to the duties and responsibilities of the desired position.

The following guidelines will apply:

- If the offense does not relate to the duties and responsibilities of the position, and was not for an offense that would otherwise preclude employment, the individual may be considered for employment or continued employment.
- If the offense does relate to the duties and responsibilities of the position, the City will consider the likelihood of recurrence of the criminal behavior. A determination that the behavior is unlikely to recur will result in the individual being eligible for employment; a finding to the contrary will result in the individual being ineligible for employment.

(b) Class A & B Misdemeanors

(1) An individual may be eligible for employment if the conviction for a Class A or Class B misdemeanor is not related to the duties and responsibilities of the position and/or has occurred more than five years prior.

(2) For a Class A or Class B misdemeanor offense involving moral turpitude committed within the ten years before application for employment, as applicable, see OFFENSES FOR WHICH EXCLUSION IS LIKELY, above.

The following guidelines will apply:

- If the offense does not relate to the duties and responsibilities of the position, and was not for an offense that would otherwise preclude employment, the individual may be considered for employment.
- If the offense does relate to the duties and responsibilities of the position, the City will consider the likelihood of recurrence of the criminal behavior. A determination that the behavior is unlikely to recur will result in the individual being eligible for employment; a finding to the contrary will result in the individual being ineligible for employment.

(3) If the conviction occurred in the past five years and does relate to the duties and responsibilities of the position, the employee is ineligible for employment in the City if it is determined there is a high degree of likelihood for the recurrence of the behavior.

(c) Class C Misdemeanors

(1) For a Class C misdemeanor offense involving moral turpitude committed within the ten years before application for employment, as applicable, see OFFENSES FOR WHICH EXCLUSION IS LIKELY, above.

(2) If convicted of a Class C misdemeanor that does not involve moral turpitude or that occurred more than ten years prior, the City will determine whether the underlying offense relates to the duties and responsibilities of the desired position.

The following guidelines will apply:

- If the offense does not relate to the duties and responsibilities of the position, and was not for an offense that would otherwise preclude employment, the individual may be considered for employment.
- If the offense does relate to the duties and responsibilities of the position, the City will consider the likelihood of recurrence of the criminal behavior. A determination that the behavior is unlikely to recur will result in the individual being eligible for employment; a finding to the contrary will result in the individual being ineligible for employment.

(d) Multiple Offenses

(1) An individual with multiple offenses that individually do not make him or her ineligible for employment may be deemed ineligible for continued employment when repetitious criminal behavior indicates a high degree of likelihood for recurrence of the behavior.

(e) Unlisted Criminal History

(1) If a criminal history record does not list an event reported by the candidate for employment, he or she will be asked to explain, in writing, the circumstances for each reported incident. A certified copy of pertinent court paperwork showing final disposition of the charge must be included. The City may make additional inquiries.

(f) Applicants for Employment with Police and Fire Departments

(1) The standards of elimination of employment for Police Department and Fire Department positions may differ and may be established by departmental policy.

(g) Other Policies

(1) Applicants are subject to elimination under other City policies if the applicant's criminal history limits his or her ability to perform the essential functions of the position (e.g., conditions of community supervision which restrict the applicant's workplace activities).

101.7 Authority for Employment Hire

- (a) Hirings shall be made based on the applicant's qualifications, experience, talents and suitability for the job as ascertained through fair and practical selection methods. It shall be the policy of the City to appoint the most qualified applicant best suited for the position.
- (b) The hiring authority for all City positions shall rest with the City Manager except as otherwise provided by the City Charter. The City Manager may delegate such authority to the department head for those positions under his/her supervision, and when hiring authority is delegated the department head shall keep the City Manager and Director of Human Resources informed of all proposed hirings in writing before an offer is made to an applicant. Offers of employment will be made through the Human Resources Department.

101.8 Employment Status

All employees are classified into one of the following categories:

- Regular or Full-Time Employee – Employment in an authorized position in which the employee works at least 40 hours in a regular work schedule.
- Part-Time Employee – Employment in a position normally budgeted less than 40 hours per work week.
- Temporary Employee – Employment in a position established for a specified period of time by the person(s) authorized to make such delegation(s), or for the duration of a specified project or group of assignments.

101.9 Exempt or Non-Exempt Status

(a) To determine eligibility for overtime pay, employment positions are classified as “Exempt” or “Non-Exempt” in accordance with federal and state labor laws and these Personnel Policies and Procedures. Eligibility for overtime pay is identified below:

(1) Exempt – Exempt employees are not eligible for overtime pay, but under limited circumstances may be granted personal time off during normal work hours for extra hours worked according to Section 105.04 of this Manual.

(2) Non-Exempt – This classification includes all positions that are not exempt. These positions are generally eligible for overtime pay.

(b) All job descriptions should state whether the position is exempt or non-exempt. However, in the event that this is not the case, or if any questions arise about whether a position is exempt or non-exempt, the matter shall be referred to the Human Resources Department prior to a final hiring or overtime payment decision.

101.10 Nepotism

(a) In addition to the minimum restrictions set forth in the Charter, the purpose of this policy is to define appropriate business relationships in the workplace that involve certain relatives either of blood, adoption, marriage or cohabitation.

(b) Definitions:

(1) *Nepotism* - The practice of employing, favoring, providing benefits to, or giving any workplace preference to certain relatives over other employees.

(2) *Relatives* - Includes, but are not limited to, the first, second and third degree of consanguinity (blood), including adoption; and the first and second degree of affinity (marriage). Common Law marriages, as recognized by the State of Texas, will also be included for purposes of this policy. See tables below for examples:

Consanguinity (Blood Relationships) and Adoptive Relationships		
<i>First Degree</i>	<i>Second Degree</i>	<i>Third Degree</i>
Mother	Grandparent	Great Grandparent
Father	Grandson	Great Grandson
Daughter	Granddaughter	Great Granddaughter
Son	Uncle	Great Niece
Brother	Aunt	Great Nephew
Sister	First Cousin	Second Cousin
	Niece	
	Nephew	

Affinity (Marriage Relationship)	
<i>First Degree</i>	<i>Second Degree</i>
Wife	Brother-in-Law
Husband	Sister-in-Law
Son-in-Law	Spouse's Grandparent
Daughter-in-Law	Spouse's Grandchild
Mother-in-Law	Step-Grandparent

Father-in-Law Stepmother Stepfather Stepdaughter Stepson	Stepsister Stepbrother
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- (3) *Cohabitants* – Persons who live together in a sexual relationship but are not married, nor are declared to be married.
- (4) *Roommates* – Any combination of Supervisor(s) and Subordinate(s) sharing the same living quarters. For the purposes of this nepotism policy, “living quarters” does not include City-owned or City-controlled facilities, such as a fire station, at which employees are scheduled to work or sleep overnight shifts.
- (c) In addition to any limitations or restrictions under state law or the City’s Charter, relatives, cohabitants, or roommates to any elected or appointed City Official, or to any department head, shall not be employed in any paid position with the City after the effective date of this Manual. For the purposes of this provision, the term “City Official” means and includes: the Mayor; Members of the City Council; Municipal Court Judges and Magistrates; the City Manager; the City Secretary; the City Attorney; and Members of the temporary or standing, current or future Boards, Commissions, Governing Bodies, and Boards of Directors when those Boards, Commissions, Governing Bodies, and Boards of Directors are appointed in their entirety or partially by the City Council. No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any City Council member or the City Manager may be employed by or contracted with for the City. This does not apply to:
- (1) any person employed by the City before the person related in the above degree files to run for elective office or is nominated for an appointment, or
 - (2) any person who is a seasonal employee or intern of the City.
- (d) No City employee shall be supervised directly by a relative, cohabitant or roommate. City employees will not be transferred or promoted into positions that would cause them to be in a direct supervisor/subordinate relationship with a relative, cohabitant, or roommate.
- (e) All external applicants for employment must, at the time of application and hire, disclose the name(s) of any relative(s), cohabitant(s), or roommate(s) serving as elected City officials, or currently working for the City in any capacity. Nondisclosure of this information by an applicant shall be deemed as falsification of his/ her application and shall result in non-consideration for a position, or termination if the person has already been placed on the payroll. In the case of collusion, the current employee who is a relative, cohabitant, or roommate may be subject to disciplinary action, up to and including, termination.
- (f) When a relationship is created which is not allowed by this policy, the employees are in violation of this policy. The affected employees must inform the Human Resources Department of the relationship that violates this policy within five business days of the creation of the prohibited relationship. Failure to disclose this policy violation to the Human Resources Department shall result in disciplinary action, up to and including, termination.

- (g) All employees who are being considered for promotion or transfer to another position (whether in the same department, or to a position in another department) must, at the time of the application for promotion or transfer, disclose the name(s) of any relative(s), cohabitant(s), or roommate(s) serving as elected City officials or currently working for the City in any capacity. Non-disclosure may result in disciplinary action, up to and including, termination.
- (h) Relatives, cohabitants, or roommates may not work in the same division, or in the same department under the direct supervision of the same immediate supervisor. Under no circumstance may relatives, cohabitants, or roommates permanently supervise one another. Further, no relatives, cohabitants, or roommates shall be placed in positions allowing for financial signature approval of any purchasing or payroll transactions for one another. In the case where business demands require indirect or temporary supervision of relatives, cohabitants, or roommates, the Department Head of the employee(s) is responsible for establishing a process of auxiliary review for the affected employee(s). This process will include review and signature authority over timesheets, purchase orders and any other action where a conflict could arise from the reporting relationship of relatives, cohabitants, or roommates. Additional related restrictions are set forth below in Section 101.10.1. In the event of any conflict, the more restrictive provision shall govern.

(Amended 9/22/2015, Res. No. 2015-09-10)

- (i) The hiring and promotion of relatives, cohabitants, or roommates shall not be allowed, even in different departments, if that action creates a conflict, or the appearance of a conflict of interest for the City, as determined by the City Manager. When any relationship through blood, adoption, marriage, or cohabitation presents a conflict of interest for the City, the City reserves the right to take appropriate action to eliminate the conflict, which may result in disciplinary action being taken up to and including termination.
- (j) A current City employee may not be involved in the hiring or selection, or the recommendation of hiring or selection of a relative, cohabitant, or roommate.
- (k) Supervisors may not participate in disciplinary decisions or appeals involving his/her relative, cohabitant(s), or roommate(s).
- (l) When a relationship is created which is not allowed by this policy or a departmental rule, one of the employees must resign his/her position. The decision as to which employee shall vacate his/her position shall, initially, be left up to the affected employees. In all such situations, the following procedure shall apply:
 - (1) The affected employees shall disclose their potential violation of this policy to their department head.
 - (2) The department head will notify the Human Resources Department of the potential policy violation.
 - (3) If the Human Resources Department determines there is a policy violation, the Director of Human Resources will notify the effected employee(s) and the City Manager of the policy violation.

- (4) Upon receipt of notification of the policy violation, the affected employees shall be given (15) fifteen calendar days from the date of the policy violation occurrence to make a decision as to which affected employee shall vacate his/her position. At the conclusion of 15-day post notification period, the affected employees shall be given an additional fifteen (15) calendar days in which to vacate one of the positions.
- (5) If the employees fail to make a decision as to whom should vacate his/her position within the fifteen (15) calendar day notification period, the City Manager shall notify the employee who has the least seniority with the City, based upon the most recent hire date, that he/she must vacate his/her position.
- (6) There are some departments/positions within the City that, because of the nature of work conducted with all other positions in the City, it is inappropriate for persons in these department/positions to be related to anyone employed by the City in any capacity, by blood, marriage, or cohabitation, or roommate relationship. Within the City , these departments, divisions and positions include:
 1. City Secretary's Office
 2. City Manager's Office
 3. Finance Department
 4. Human Resources Department

(m) The City reserves the right to designate additional departments/positions to those listed in subsection (l), above, as necessary, to prevent adverse impact on the work environment. If relatives, cohabitants, or roommates are mistakenly awarded these positions, the opportunity for alternate placement described earlier in this practice would apply.

101.10.1 Dating/Fraternization Policy

- (a) The City encourages a collegial and supportive atmosphere at work for its employees. However, interpersonal relationships such as dating or romantic relationships between employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the City with its citizens, its customers, its business interests, or in the community at large. For this reason, employees are subject to the following rules with respect to their relations with other employees, both on and off duty:
- (b) A supervisor shall not engage in any form of romantic relationship with a subordinate employee as doing so could impair the supervisor's judgment with respect to the subordinate or have the appearance of creating or promoting favoritism or special treatment for the subordinate employee. In addition, employees within the same department shall not engage with one another in any form of romantic relationship as doing so tends to disrupt the smooth and orderly flow of work within a department. Any of the relationships prohibited in this subsection (b) must be promptly disclosed to the Director of Human Resources or to the City Manager, as appropriate. The employees involved will be given the opportunity to choose which of them will be reassigned to an alternative position, if feasible and in the City's best interests as determined in the City's sole discretion and where favoritism, special treatment, and other potential negative effects will not be an issue. Alternatively, one or both employees may be subject to dismissal, depending upon the nature of the situation. All employees, especially managers, are reminded that the qualities of good judgment,

discretion, and compliance with guidelines are all taken into account when considering future advancement opportunities and salary increases.

(c) In addition to the types of relationships prohibited under subsection (b), relationships or social activity between two or more employees is prohibited if such relationship or activity:

- (1) has the potential or effect of involving the employees, their coworkers, or the City in any kind of dispute or conflict with other employees or third parties that is disruptive to the workplace;
- (2) unreasonably interferes with the work of any employee;
- (3) creates a harassing, demeaning, or hostile working environment for any employee;
- (4) disrupts the smooth and orderly flow of work within the workplace, or the delivery of services to the City's clients or customers;
- (5) harms the goodwill and reputation of the City; or
- (6) tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship.

Such relationships or activities must be promptly disclosed to the Director of Human Resources or to the City Manager, as appropriate. The employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances.

(d) Employees who conduct themselves in such a way that their actions and relationships with each other foreseeably become the object of gossip among others in the office, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the Director of Human Resources or the City Manager, as appropriate, to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

(e) Friendships and social contacts between employees are not a matter of concern as long as they are consistent with the above rules and guidelines. Employees may address any questions on this policy to the Director of Human Resources or the City Manager, as appropriate.

(f) The terms "dating" and "romantic relationship" as used in this section include, but are not limited to casual dating, serious dating, casual sexual involvement, and any other conduct or behavior normally associated with romantic or sexual relationships. This policy applies only to consensual romantic relationships. Unwanted sexual attention (including but not limited to physical contact) and sexually oriented behavior with the purpose or effect of creating an offensive environment is prohibited, and is covered in more detail in Section 104.11 of this Manual. The restrictions on romantic relationships in this section apply regardless of the sexual orientation of the employees involved. This policy shall be

implemented in a nondiscriminatory manner and the City shall take any steps necessary to avoid disparate impact on either sex.

101.11 Residency Requirements

Except as outlined in the City Charter, there shall be no absolute residency requirements for City employment. However, departmental policies and job descriptions outlined at the time of hire may require a specific response time for those employees likely to be called to work in cases of emergency. Such employees may be required to reside within a reasonable commuting range of their places of work. For these purposes, a reasonable commuting distance shall be defined as twenty miles from the City. The City Manager shall make any final determination regarding acceptable response time or distance for key personnel. Employees who are allowed to operate City vehicles between their places of residence and work may be required to reside within the City or a reasonable commuting range as defined above.

101.12 Pre-Employment Screenings and Examinations

- (a) Individuals who receive an offer of employment from the City must undergo a drug screening at a pre-designated laboratory as directed by the City prior to the first day of employment. The offer of employment is conditional upon the results of the drug screening. The lab work will be covered at the expense of the City.
- (b) When job-related and based on business necessity, certain pre-designated positions may also require individuals to take a medical and/or physical examination at City expense given by a doctor or other health care provider designated by the City. For such positions, the offer of employment is conditional upon the results of the required examination. The results and the information obtained regarding medical condition or history will be collected and maintained in separate forms and in separate medical files and shall be treated as confidential medical information to the extent required under law. The City Manager, or other hiring authority, acting upon information such medical/physical testing results, shall be the final authority in determining medical suitability for employment.
- (c) The Texas Commission on Law Enforcement Officer Standards and Education requires that all peace officers be examined by a licensed psychologist who certifies that they are in satisfactory psychological and emotional health to be a police officer. For all Fire Department employees/volunteers, the Texas Commission of Fire Protection requires a physical assessment under NFPA 1582.

101.13 Emergency Temporary Appointments

The City Manager may hire temporary employees in cases of emergencies, or unusual or extraordinary circumstances that create demands for service that exceed the work force capabilities of the City.

101.14 Promotions and Temporary Promotions

- (a) "Promotions" are position changes to classes with higher maximum salaries or wages and/or positions that carry additional responsibilities. Qualified employees may apply for promotion to vacant positions when positions are advertised or posted. To be eligible for a promotion, an employee must meet the current minimum requirements for the vacant position.

- (b) Probationary employees are generally not eligible for promotion during the probationary period. Exceptions may be granted by the City Manager when such promotion is in the best interest of the City. All promotions within an employee's current department shall be documented on appropriate forms and forwarded to the Human Resources Department for processing.
- (c) The following process shall be utilized for promotions:
 - (1) Application. A current City employee applying for a position outside the employee's department must complete a new employment application. If the position is within the employee's department, a Consideration for Promotion/Transfer Request Form (Appendix A-3) may be completed in lieu of the regular Application for Employment Form (Appendix A-2).
 - (2) Contacts. The applications submitted by qualified employees shall be delivered to the Human Resources Department and the department head. The department head may contact applicants to arrange interviews.
 - (3) Transfer Dates. If a current employee is selected to fill a vacancy in a different department, the Human Resources Department shall contact the employee's current department head to establish a mutually agreed-upon transfer date, and the City Manager shall have final authority to establish said date. Promotions must be effective the first day of a payroll period.
 - (4) Promotion Initiation and Approval Level. The department in which a transferred employee will be placed must initiate a Personnel Action Form (Appendix A-4) to promote and/or transfer the employee. See additional information in the subsection below to be stated in the Personnel Action Form if the promotion is temporary. The signature/approval level for promotions and temporary promotions is the City Manager.
- (d) Temporary or interim promotions may be authorized to ensure the proper performance of City functions, if a position is vacant or the regular incumbent is absent. Temporary promotions are intended to be of limited duration and shall not be used to circumvent the normal selection process. Employees given temporary promotions shall not acquire any status or rights to the positions to which they are temporarily promoted. Employees temporarily promoted may receive additional compensation for the duration of the temporary promotion. In those cases where additional compensation is provided, the City Manager or department head, as appropriate, must designate the duration of temporary assignment time period on the Personnel Action Form. Employees may be compensated at the base range for the temporary assignment position. If an interim promotion becomes permanent, the employee's promotion date will be the effective date of the interim promotion.
- (e) Exceptions to the procedures in this section may be made by the City Manager when it is in the best interest of the City.

101.15 Lateral Transfers

- (a) A lateral transfer is the assignment of an employee from one position to another position without a change in compensation. Qualified employees may apply for lateral transfers to vacant positions when the positions are advertised or posted.
- (b) Probationary employees are not eligible for lateral transfer during the probationary period. Exceptions may be granted by the City Manager when such lateral transfer is in the best interest of the City.
- (c) The transfer process is described below:
 - (1) Application. Employees applying for positions outside their departments must complete a new employment application. If the position is within an employee's department, a Consideration for Promotion/Transfer Request Form (Appendix A-3) may be completed in lieu of the regular Application for Employment Form (Appendix A-2).
 - (2) Contacts. Qualified employees referred to the Human Resources Department may be contacted by the department head for interview arrangements.
 - (3) Transfer Dates. If an employee is selected to fill the vacancy, the Human Resources Department shall contact the employee's current department head to establish a mutually agreed-upon transfer date. The City Manager shall have final authority to establish said date. Transfers must be effective the first day of a payroll period.
 - (4) Transfer Initiation. The department in which a transferred employee will be placed must initiate a Personnel Action Form (Appendix A-4) to transfer the employee. See additional information in the subsection below to be stated in the Personnel Action Form if the promotion is temporary.
 - (5) Transfers. Lateral transfers may be implemented at any time by the City Manager for administrative convenience.
 - (6) Approval Levels. The signature/approval level for lateral transfers is the City Manager. Approvals will be documented on a Personnel Action Form (Appendix A-4).
 - (7) Exceptions to the procedures in this section may be made by the City Manager when it is in the best interest of the City.

101.16 Demotions

- (a) A demotion is the assignment of a City employee from the employee's currently held position to a new or different position that provides less compensation. A demotion may occur as a disciplinary measure or for poor work performance.
- (b) Employees qualified to perform lower-level position duties may be approved for administrative demotion at their own request. Administrative demotions may be alternatives to layoffs or terminations. Administrative demotions shall not be considered disciplinary actions nor disqualify employees involved from consideration for later advancement. Demotions implemented as alternatives to layoffs may be fully or partially rescinded at any time. Probationary employees generally are not eligible for voluntary demotion during the

probationary period. Exceptions may be granted by the City Manager when such voluntary demotion is in the best interest of the City.

(c) All demotions must be approved by the City Manager.

101.16.1 Reduction in Pay for Disciplinary Reasons

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure. The period covered by this type of disciplinary action may not exceed sixty days. Any pay reduction for disciplinary reasons must be authorized by the City Manager.

101.17 Re-Hire Eligibility

Former employees of the City who left employment in good standing are considered eligible for rehire. Former employees of the City who were dismissed for reasons of misconduct or inadequate performance are considered ineligible for rehire. Should an exception be desired, a formal review can be requested in writing to the City Manager no sooner than one year after separation. Upon separation from employment, the status of eligibility for rehire shall be set forth in a Personnel Action Form (Appendix A-4).

101.18 Employee Orientation

- (a) Upon hire, new employees shall go through a thorough orientation about the nature of the job, the benefits, obligations and responsibilities of the position, and the general policies and procedures of both the City and the department in which he or she is employed. Depending on the position, the orientation may be more or less formal, and may require more or less time. This orientation may be conducted by the Human Resources Department or department head, as applicable.
- (b) In addition, the City shall obtain information needed for insurance programs, determining citizenship status, etc., such as date of birth, that were not provided for in the application for employment.
- (c) To the extent the following has not occurred before orientation, it should be the first step in the employee's orientation: (1) this Manual should be provided to and read by the employee; and (2) the employee shall provide the Director of Human Resources with a signed copy of the acknowledgement form (refer to Appendix A-1).

101.19 Employee Personal Information

- (a) Duty to Update. All employees are required, as a part of their employment duties, to furnish to their department head any change in address and telephone number, and to keep current a designation of beneficiary form. This information shall be forwarded to the Director of Human Resources to be filed as a part of the personnel records of the employee.
- (b) Public Information Act. Much of the information regarding employees of a governmental entity such as the City of Anna is subject to disclosure to the public under the Texas Public Information Act. Upon proper request, all information required to be disclosed under the Texas Public Information Act shall be released; however, information related to an employee's home address, home telephone number, emergency contact information, social security number or that reveals whether the employee has family members shall not be

released if the employee has requested that such information not be released. Employees who do not wish the information consisting of their address, home telephone number, or which reveals whether the employee has family members must notify the Director of Human Resources of their desire to withhold such information within fourteen days of beginning employment with the City, and must sign appropriate documentation that expresses such desire. If no request to withhold is received from an employee, by operation of state law the information will be subject to public access.

101.20 Internships

- (a) Internships provide students with an opportunity to combine work experience and professional development to enhance their formal education.
- (b) The City shall establish and maintain strong collaborative relationships with colleges/universities for the purpose of providing professional development opportunities to students interested in careers in local government.
- (c) Each year during the budget process, departments may submit to the Human Resources Department and the City Manager a request for an internship to provide internships for the following fiscal year. The request must include a description of the goals, objectives for the assignment and length of the internship. All internships, paid or unpaid, must be approved by the City Manager and the Human Resources Department.
- (d) Internships may be voluntary or paid. Candidates for internships will be required to complete a pre-employment drug screen and criminal background check as outlined in this Manual for other employees. Interns will be hired as temporary employees and therefore are not eligible for any benefits associated with permanent employment with the City.
- (e) The hiring supervisor will complete an evaluation of the intern's performance at the conclusion of their assignment and submit to Human Resources. If the Intern's educational institution provides an evaluation to be completed for their records, the City's review will be completed as a supplement to the institution's requirement. Any additional requirements of the intern's educational institution should also be met.

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Section 102. Reference Checks and Recommendations

102.1 Reference Checks

- (a) All requests for information, written or verbal, from persons outside the City concerning job applicants and/or current, retired, or terminated employees must be referred to the Director of Human Resources. Examples of requested items shall include, but not be limited to:
 - (1) Verification of employment for loan and/or credit application;
 - (2) Verification of employment status;
 - (3) Salary verification or information;
 - (4) Verification of work and/or attendance records; and
 - (5) Prior work history.
- (b) The Director of Human Resources shall inform an employee whose information has been requested. Unless the employee signs a release specifying specific additional information to be released, the Director of Human Resources will release only the dates of employment, position held and final salary, subject to any requirement to release additional information if required by law.

102.2 Recommendations

Letters of Recommendation written for a current, retired or terminated employee must be approved by the City Manager or his or her designee. A copy of the letter shall become a part of the employee's file.

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Section 103. Probation

103.1 Probation Period

- (a) Every newly employed person is a probationary employee until the employee successfully completes a probation period of six months, unless otherwise specified by department policy or law.
- (b) The department heads shall use the probation period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to their jobs. Only those employees who have satisfactory job performance and meet the minimum job qualifications during their probation periods shall be retained.
- (c) Satisfactory job performance includes, but is not limited to: regular attendance; punctuality; proper conduct toward the supervisor, fellow employees, City administration, City Council and the general public; and satisfactory performance of the duties of the position.
- (d) An employee's probation period may be extended up to three more months if, in the opinion of the department head or the City Manager, such additional time is necessary or warranted in order to adequately evaluate the employee or to secure any license or certification required for the position. In the case of appointing or promoting department heads, the probation period shall be evaluated by the City Manager.
- (e) Newly hired and newly promoted employees generally are not eligible for promotion, lateral transfer or voluntary demotion during the probationary period. Exceptions may be granted by the City Manager when such promotion, lateral transfer or voluntary demotion is in the best interest of the City.
- (f) Newly hired employees generally are not eligible for paid sick time during the first ninety (90) days of the probation period. Exceptions may be granted by the City Manager when such compensation is in the best interest of the City. During the first six months of employment, newly hired employees are not eligible to receive vacation pay, although vacation time begins accumulating upon the first day of employment. Exceptions may be granted by the City Manager when such compensation is in the best interest of the City.
- (g) The probation period does not modify the "at-will" nature of City employment. During or at the end of the probation period, the department head may discharge or discipline any employee at will and such disciplinary action or discharge shall not be subject to any grievance or other review.

103.2 Completion of Probation

- (a) Department heads shall submit a performance evaluation on each employee to the City Manager approximately two weeks prior to the completion of the probation period.

- (b) Notwithstanding subsection (a), an employee may be deemed to have failed their probation period at any time within the probation period or at the conclusion thereof, in which case the employee shall be subject to termination, without any recourse to grievance or other review proceedings. However, the employee may be administratively transferred to a more suitable position with approval of the City Manager.

103.3 Appeal of Failure of Probation

An employee failing probation shall have no right to appeal except on the grounds of discrimination or other grounds prohibited by law and City policies, in which case the employee may appeal in writing to the City Manager within three working days following notice of failure of probation. The decision of the City Manager shall be final.

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Section 104. Code of Conduct

104.1 Attendance/Standard Work Hours/Time Sheets

- (a) All employees are expected to be regular in attendance, report to work as scheduled, and work their scheduled hours and overtime, if necessary. Employees shall be at their place of work in accordance with City and departmental policies and regulations.
- (b) In general, the City's business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The standard work day will be eight hours exclusive of a one-hour meal period as approved. Employees in certain departments including but not limited to the Police and Fire Departments and Public Works will often have designated work schedules outside of the standard business hours that may exceed the eight hour standard work day. Department heads may provide for alternative schedules to the standard work day or may authorize alternative work locations (i.e. work from home) for individuals or groups of employees if necessary or desirable, subject to approval of the City Manager.
- (c) Unless otherwise authorized, an employee may take no more than two 15-minute rest periods each full work day if duties permit. Rest periods shall be considered a privilege and not a right and shall never interfere with the proper performance of the work responsibilities of each department, and time does not accumulate if not taken.
- (d) For pay purposes the work week begins at 12:01 am on Monday and ends at midnight on the following Sunday. The work week for eligible non-exempt police officer and firefighter employees runs on a 28-day cycle. Department heads shall establish work schedules and maintain daily employee attendance records. All employees are expected to submit their approved time sheet signed by their supervisor according to departmental policies; failure to provide a time sheet at the time specified by the supervisor may result in a delay in an employee receiving some or all of the compensation due for time worked. The Human Resources Department will maintain annual employee attendance records.

104.2 Work Standards

- (a) Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner and for treating coworkers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that unprofessional and abusive behavior will not be tolerated in the workplace. In addition to the provisions in this Manual, employees are responsible for complying with any other federal and state laws or regulations and local ordinances governing their conduct.
- (b) Grounds for immediate dismissal of an employee may include, but are not limited to:
 - (1) Use of intoxicants or controlled substance while on duty, or reporting for duty while under the influence of intoxicants or otherwise violating any policies related to controlled substances or substance abuse;

- (2) Unauthorized possession of firearms, explosives or any dangerous weapons at any time, on any City property (including, but not limited to parking lots and City vehicles, except as authorized by state law for concealed handgun permit holders transporting or storing a firearm in a locked and privately owned motor vehicle in accordance with the Texas Labor Code, Chapter 52, and other applicable law) or while performing City work;
- (3) Conviction of a felony (a plea of no contest will be considered a conviction for the purpose of this section); or crimes involving moral turpitude or dishonesty which can include, but are not be limited to, certain misdemeanors, depending on the circumstances;
- (4) Absence without leave for a full work day or more, with or without notice by the employee, or absence for a serious medical condition for more than twelve weeks unless such circumstances are in compliance with laws, including the Family Medical Leave Act to the extent applicable;
- (5) Insubordination or refusal to obey a just order, including, but not limited to, neglect of duty, refusal or failure to obey orders or instructions in the line of duty, public disrespect displayed toward a supervisor or the City while performing work for the City, abusive language to any supervisor, and refusal to sign a form acknowledging receipt of any documentation provided by the City to the employee if the documentation is accompanied by a statement indicating that the signature is not an admission of guilt;
- (6) Fighting, threat of violence or any unnecessary intimidating conduct or unreasonable disruption in the workplace;
- (7) Bullying of any employee or official of the City, including but not limited to peers, subordinates, or supervisors;
- (8) Willful or reckless misuse, destruction, theft or conversion of City property, whether on or off duty, including, but not limited to, destruction, misappropriation or removal of City property (including files and work documents) or the property of employees, clients or customers;
- (9) Falsification or unlawful destruction or use of official documents or records;
- (10) Repeated or habitual absenteeism, even if excused, or tardiness;
- (11) Abuse or unauthorized use of sick leave
- (12) Substandard performance, inability or unwillingness to perform the essential functions of the position with or without reasonable accommodations;
- (13) Misconduct or mismanagement of a position of employment by action or inaction, neglect that jeopardizes the life or property of another, intentional wrongdoing, intentional violation of a law or violation of a policy or rule adopted to ensure the orderly work and safety of employees;

- (14) Engaging in activities other than assigned work during working hours and/or while operating City equipment, without advance approval by the employee's supervisor;
 - (15) Use of City property or time for personal financial gain or personal enjoyment;
 - (16) Failure to report occupational injuries or accidents promptly to the employee's supervisor, including but not limited to motor vehicle accidents in a City vehicle;
 - (17) Violation of the ordinances of the City or of the City's personnel policies;
 - (18) Non-compliance with any written or established departmental policy; or
 - (19) Any reason or no reason as deemed appropriate by the City Manager.
- (c) The City will make reasonable efforts to establish a positive working climate in which employees may function. Management must maintain efficiency within its operations and must determine the methods by which functional areas accomplish their objectives. Management also must schedule work events and employees to accomplish its mission.
 - (d) It shall be the duty of each employee to maintain high standards of cooperation, proficiency, and economy in their work for the City. Employees are expected to conduct their personal business in such a manner as to cause little interference with individual or group work performance. This includes personal visits of friends and relatives, phone calls, and requests for absence from work for personal, financial, medical, or other reasons. If work habits, attitude, production, and or personal conduct of an employee become a problem, supervisors should take appropriate action at that time.
 - (e) Paid time off may be provided to conduct personnel-related business such as Workers' Compensation claims, promotion and transfer applications, discrimination complaints, grievances and insurance claims. These activities may be accomplished during working hours only with knowledge and approval of the employee's supervisor.

104.3 Political Activities

- (a) Employees may exercise their rights as citizens to express their opinions and vote in elections subject to the following:
 - (1) Employees may not make, solicit or receive any contribution for any candidate for public office in the City, or take part in the management, affairs or political campaign of such candidate.
 - (2) Employees may not use their position as a City employee to actively campaign for, or against, political issues or candidates.
 - (3) Employees may not campaign for or against any candidate for elective office at the city, county, state or federal level, or any voter proposition of the City of Anna, during normal work hours or at any City place of work, whether they are off duty at the time. Nor may any employee represent themselves as supporting or opposing any such candidate or voter proposition using their City employment, title, uniform, or authority.

- (b) If any employee of the City shall become a candidate for nomination or election to any elective public office for the City, then that employee shall immediately forfeit his or her place or position with the City.
- (c) Any City employee who is subject to the provisions of the Federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected.) City employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

104.3.1 Requests for Public Information

- (a) Unless an employee is otherwise directed by the employee's department head in writing as part of a written departmental policy that permits the employee to release specific categories of records or information to the public, the employee shall follow the procedures set forth in this section whenever an employee receives a written request for public information.
- (b) If an employee receives what appears to be a request for public information via email the employee should respond only by reply email. If the employee receives such a request via facsimile, the employee should respond only via facsimile. The content of the employee's response to a request received via email or facsimile shall be as follows, including the correct date and time of the email or fax in the blanks:

Please be advised that if the email/fax that I received on _____, 20____, at _____m. was intended to be a request for public information, I am not an authorized officer for public information for the City of Anna and therefore I cannot respond to the request. A request for public information may be sent to the City Secretary in accordance with The Anna City Code of Ordinances, Part II, Art. 48, Sec. 8. The Code can be accessed at www.annatexas.gov or by sending a written request for the Code to the City Secretary. If you have questions about this, please direct them to the City Secretary. Thank you for your cooperation.

- (c) If an employee continues to receive additional requests for information by email or fax from the same requestor after the employee has provided the requestor with the response set forth above, or if the employee receives any harassing or threatening communications or has any questions regarding how to handle a request, the employee should report to their supervisor or department head as soon as possible.
- (d) If an employee receives a written request for information that was submitted other than by email or fax (e.g., hand delivery, regular mail, courier, etc.) the employee shall promptly (same day as receipt if at all possible) provide the request to the employee's department head.
- (e) Department heads shall follow the same instruction set forth above as set forth above in this section, except that if a department head is the recipient of a written request for public information submitted other than by email or fax (or if a subordinate provides you with a request submitted to them by means other than by email or fax), the department head shall promptly (same day as receipt if at all possible) forward the request to the City Secretary.

- (f) Certain exception to this section may apply if a department head has already established and the City Manager has already approved a routine policy that allows the release of specific categories of information (e.g., release of accident reports by the Police Department). If a department head desires to establish a special policy that differs in any manner from the procedures set forth in this section, the department head shall draft a proposed departmental policy describing same and shall submit it to the City Manager for review. If approved in writing by the City Manager, the special policy shall be distributed to all employees in the department and it shall take precedence over the procedures in this section to the extent of any conflict.

104.3.2 Communications with the Public and the News Media

- (a) Communication with the public regarding City matters is the primarily the responsibility of the City Manager. Employees are to refer inquiries that are non-routine, controversial, or outside the scope of the employee's normal duties to their department head who shall consult with the City Manager. All inquiries/communications from the media or regulatory officials should be directed to the City Manager, appropriate department heads and/or the Communications Manager.
- (b) Any employee who, in the course and scope of employment, receives a news media inquiry or request for a media interview concerning City affairs shall immediately refer the inquiry to his/her department head and the Communications Manager. Employees in the course and scope of employment duties shall not provide the City's position in response to a media inquiry without prior authorization from his/her department head Communications Manager or the City Manager. Before responding to a media inquiry or interview request, the department head shall notify the City Manager and/or the Communications Manager of the inquiry. The City Manager has discretion to conduct official communications with the news media when it is in the best interest of the City.

104.3.3 Communications with City Council Members

- (a) Except for the purpose of inquiries and investigations as provided by the City Charter, City Council members must deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager. A City Council member may not give orders to any such officer or employee either publicly or privately except as otherwise provided in the Charter. Any communication by employees or volunteers with City Council members that circumvents or attempts to circumvent the authorities and/or duties of the City Manager in violation of the City Charter or these Personnel Policies is prohibited.
- (b) It is important that when requested, members of the City Council have access to complete, accurate and factually correct information regarding City operations. In response to information requests from City Council Members, the following procedures apply:
 - (1) Any employee or volunteer contacted by a member of the City Council shall promptly notify his or her supervisor and Department Director. Department Directors shall promptly notify the City Manager.
 - (2) Department Directors shall immediately notify the City Manager when a request from a City Council Member is received. Information requested by City Councilmembers will be provided consistent with the requirements of the Texas Public Information

Act. Absent extraordinary circumstances, any information provided to one City Council Member shall be available to each member of the City Council. The City Manager and City Secretary will also receive copies of all information provided to City Council Members.

- (c) Employees or volunteers who violate this Section or fail to follow the procedures outlined in this Section will be subject to disciplinary action up to and including termination of employment.
- (d) For additional information on communication with City Council members, reference the Governance Guide 2021 and Ordinance 930-2021.

104.4 Solicitation

- (a) Employees may not solicit other fellow employees or citizens while working or while their fellow employee is working. "Working" is all times when an employee is engaged in work tasks, but does not include an employee's own time such as lunch breaks, scheduled breaks, and before/after work. In addition, solicitation for goods or services at counters or any location where customers are present is prohibited.
- (b) In some instances, the City may consider the collection of money for particular causes or collecting money for gifts for special events as appropriate. Such approval must be granted by the department head or the City Manager. No employee shall be required to make any contribution or shall be penalized or rewarded in any way in connection with their employment according to their response to the solicitation.
- (c) The City does not allow employees to distribute advertising materials, handbills, printed or written literature of any kind in work locations. The City does not allow employees to engage in personal commerce of any kind while on the job or during working hours. The City does not promote, encourage or endorse private business relationships or arrangements between City employees. City bulletin boards may be provided for promoting items of public interest to the citizens of Anna. City administration reserves the right to remove any literature deemed to be inappropriate.

104.5 Outside Employment

- (a) Each full-time employee of the City shall understand that his/her position with the City is his or her primary occupation and it shall take precedence over all outside employment at all times. The same principle applies to any City employees that receive employment benefits from the City.
- (b) An employee who is working another job at the time of hire, and who intends to continue the outside employment, must so advise the appropriate department head or designee and receive approval to continue the outside employment.
- (c) An employee may be employed in any capacity in any other business, trade, occupation or profession, including self-employment, provided that prior written approval of the department head is secured. Such approval must be placed in the employee's personnel file. Failure to acquire prior approval is grounds for disciplinary action.
- (d) When engaged in outside employment, the employee must notify the department head in writing of the place and type of employment or business, and the hours of work. An

employee whose position with the City requires an “on-call” status shall recognize such status as an obligation to the City, and shall fulfill that obligation if called to work for the City during these hours even while working on the second job.

- (e) Outside employment shall not be permitted if it will bring the City into disrepute, reflect discredit upon the employee as an employee of the City, or interfere with the performance of the employee’s City duties.
- (f) An employee shall not perform any outside work or engage in extra-duty employment at any time when the employee is on leave from the City for paid injury leave, paid sick leave or is on leave due to a serious medical condition without advance approval by the employee’s department head, who shall consult with the City Manager.
- (g) No employee shall engage in any employment or business where the work performed by the employee, or that of the employee’s agents or employees, is subject to approval/rejection, inspection or licensing by the City, except pursuant to authorized department policies. An employee is not automatically prohibited from performing the same or other services, that he or she performs for the City, for a private or public organization, provided that there is no conflict with his or her employment or performance as a City employee and advance written approval has been given by the department head.
- (h) No employee shall engage in any employment or business on a matter that is, or has been, the subject of an investigation by the employee’s department within the last twelve (12) months, nor may the employee appear as a witness, except by court order, in any proceeding as a result of such employment.
- (i) No employee shall identify himself with his position, department, or the City in the course of a sale or solicitation for sale of any goods or services or the advocacy of any policy, practice, standard or position not officially sanctioned by the City.
- (j) No employee at any time shall use or utilize City property, equipment, goods or services in the performance of outside employment.
- (k) Department heads are prohibited from engaging in any form of outside employment, except as may be specifically approved in writing by the City Manager.
- (l) An employee of the City who holds another office of emolument or position of honor, trust or profit shall be subject to the provisions of the Texas Constitution, Art. XIV, § 40.

104.6 Health and Fitness

- (a) It is the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential duties of his or her position. An employee who becomes aware of a physical or mental disability, which may affect his ability to perform the essential duties of his assigned position, must inform his immediate supervisor and/or department head. An employee may be required to submit to a health examination, such as in cases when it is suspected that the health condition of an employee constitutes a hazard to persons or property, or prevents the employee from effectively performing his or her essential assigned duties. Authorization for disclosure of all reports to the City, including contacting and discussing health-related issues with any physician or health care provider shall be a condition of continued employment with the City, to the extent

not prohibited by law. The City also may require employees to return to a physician or health care provider for additional evaluation or information. If an employee is unable to perform the essential duties of his assigned position, reasonable accommodations, if available, shall be made by the City to provide for the employee to perform such duties, provided that such accommodations would not cause an undue burden. If a reasonable accommodation cannot be made without undue burden to the City, and the employee is unable to perform the essential duties of the assigned position, the employee may be terminated.

- (b) Department heads may require periodic special examinations to qualify for continued employment in the specific job classification when warranted by changes in the essential job functions or potential changes in the employee's ability to perform the essential job functions.
- (c) A City designated physician will perform any physical or medical examination. The City will pay for the examination. Correction or treatment of conditions diagnosed during these examinations will be the employee's responsibility and may or may not be covered by insurance benefits provided through the City's employee health coverage.
- (d) The City may also require a physical examination by its physician before authorizing an employee to return to work following either an on-the-job or an off-the-job injury or other incapacity of the employee that has required the employee to take leave from their job duties.

104.6.1 Tobacco Free Workplace

- (a) Smoking is prohibited in the following locations:
 - (1) within all buildings that are owned, leased, controlled or operated by the City and any political subdivision of the state;
 - (2) on any lot or tract owned by the City of any political subdivision of the state, and on which there is a building described in subsection (a) above or on which there is any improvement that is used in connection with a building described in subsection (a) above, including but not limited to porches, balconies, stairs, and parking lots;
 - (3) in all public parks and public recreation areas that are owned or operated by the City or any political subdivision of the state, including but not limited to recreation fields, athletic fields and stadiums, stadium seating and bleachers, trails, pools, pavilions, playground and recreation equipment, concession stands, parking lots and restrooms; and
 - (4) at any location where smoking is prohibited by any ordinance or regulation adopted by the City Council, or this Manual.
- (b) Notwithstanding the prohibitions in subsection (a) above, smoking is not prohibited in personal automobiles, public rights-of way, and public sidewalks located within public rights-of-way, except as otherwise prohibited by City Ordinance or this Manual.
- (c) Smoking and the use of smokeless tobacco products, including but not limited to Electronic cigarettes, by employees and volunteers may occur only before and after work hours, during designated breaks set by the supervisor, and during lunch breaks. The use of any tobacco

products (smoke or smokeless) and Electronic cigarettes by employees and volunteers is prohibited in any City owned building, vehicle, or piece of equipment, and in locations that are accessible or visible to the general public. The for purpose of this section, "Electronic cigarette" or "e- cigarette" means an electronic device usually composed of a mouthpiece, a heating element or atomizer, a battery, and electronic circuits that provides a gas derived from liquid nicotine and/or other substances which is inhaled by a user simulating smoking. The term includes such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarettes, cigars, pipes, or other smoking devices.

104.7 Dress Code/Appearance

- (a) General Guidelines: Dress, grooming, and personal cleanliness are vital to the City's image as well as the morale of its employees. All employees are expected to present a clean and neat appearance and to dress in a professional manner while on City premises and/or while conducting City business. Reporting to work in a clean and professional manner helps the City to present a positive and professional public image.
- (b) Employees who are required to wear uniforms and specified apparel will be provided new uniforms and apparel, complete with required insignia, etc., upon employment. Replacement uniforms and apparel will be furnished at City expense on an as needed basis. Supervisors are responsible for determining the need for uniform/apparel replacement. An employee whose employment with the City terminates for any reason must return all uniforms and apparel issued by the City to receive his or her final paycheck. Supervisors are responsible for the removal and return of all identifying patches and insignia.
- (c) Employees are expected to dress appropriately for their job and the nature of the work performed. Employees that do not wear uniforms provided by the City must adhere to the following guidelines:
 - (1) Males. Slacks or dress type trousers, long or short sleeve shirts with collars, or dress shirts with coat or blazer, and appropriate shoes or boots.
 - (2) Females. Dresses, skirts, or slacks and blouses or sweaters, and appropriate footwear.
 - (3) Both sexes. No shorts, jeans with holes, and no t-shirts. Friday shall be a standing casual day, allowing employees the freedom to wear blue jeans without rips, holes or excessive decorations and collared shirts, sweaters, or other tops that are appropriate for a professional business setting. The City Manager may declare a casual day at any time.
- (d) Employees who work at City Hall or a City Hall Annex, as well as other City employees who routinely have contact with citizens and other third parties, must also abide by the following:
 - (1) No visible tattoos. Employees who have tattoos must keep them covered with a shirt, pants, skirt, socks, hosiery, or other clothing.
 - (2) No facial or mouth jewelry shall be worn, except that females are permitted to wear a single or double earring in each earlobe provided the earring is not otherwise unprofessional in appearance. Men may not wear earrings.

- (3) Beards and mustaches must be kept clean and neatly trimmed and within department guidelines.
 - (4) Hairstyles must be clean and neat, avoiding extremes in styles and colors, and appropriate to the employee's position.
 - (5) Shoes/footwear should also be appropriate for a professional office environment. Acceptable shoes/footwear include: oxfords, loafers, pumps, dress sandals, boots, and flats. Inappropriate items include: sport shoes, casual sandals (including flip-flops), any sandal where a strap goes in between toes; or Tennis shoes.
- (e) The following items are not permitted for any employee, with the exception of those employees that wear uniforms provided by the City and whose work is regularly performed outdoors in the elements:
- (1) Any attire with slogans or pictures on them (at the discretion of the department head);
 - (2) Sweatshirts (at the discretion of the department head);
 - (3) T-shirts (unless they are tailored in a professional manner);
 - (4) Denim Jeans – all colors (except on Fridays and other causal days); or
 - (5) Tennis shoes (except on Fridays and other causal days).
- (f) The following items are not permitted for any employee:
- (1) Tight, shear or revealing clothing (such as crop tops, tank tops, halter tops, mesh, etc.)
 - (2) Except for earrings on female employees, visible body piercing (i.e., face, nose, eyebrow, and tongue; and ear gages)
 - (3) Visible tattoos below the wrist or above the neckline of a t-shirt.
 - (4) Visible tattoos added following the employee's date of hire.
- (g) An employee who is in doubt about the appropriateness of a particular mode of dress should consult their supervisor or department head in advance. Supervisors and department heads are charged with the responsibility of enforcing this policy. However, the City Manager has the final authority.
- (h) If an employee requires a reasonable accommodation regarding their dress for bona-fide religious beliefs, they should contact their department head. Unless an undue hardship would result, such an accommodation will be made.
- (i) Anyone who is not appropriately groomed or who dresses in violation of the policy will be required to leave the workplace to change into more appropriate attire. Under such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming

and/or personal appearance violates this policy may be disciplined, up to and including termination of employment.

104.8 Financial Obligations

No person who, after notice of any delinquency, is in arrears in the payment of taxes or any other liabilities due the City, is qualified to hold any compensative position with the City. Failure to pay other just debts may constitute grounds for disciplinary action if job performance is directly or indirectly impeded.

104.9 Conflict of Interest/Gifts

- (a) No current employee of the City, or relative, shall recommend, participate in the decision, including voting or discussion, or participate in the monitoring or fulfilling obligations of any contract (whether oral or written) for materials, supplies, or service with the City, nor in any sale of any rights or interest in land, if the officer, employee, or relative has a substantial financial interest in such contract rights or interest in land. In such event, the officer or employee of the City shall sign an affidavit specifying the financial interest, to be filed with the City Secretary prior to any discussion on the item.
- (b) A “substantial financial interest” for the purposes of this section requires that the employee receive an actual financial benefit from the transaction with the City. An “actual financial benefit from the transaction” shall not include:
 - (1) ownership in the entity transacting with the City where the ownership interest is less than one percent (1%);
 - (2) Compensation as an employee, officer, or director of the entity transacting with the City where the employee can prove that such compensation is not affected by the entity’s transaction with the City; or
 - (3) An investment or ownership in a publicly-held company in an amount less than ten thousand dollars (\$10,000.00).
- (c) An employee may not:
 - (1) represent or appear on behalf of the private interests of others before any agency of the City or any City board, commission or committee, represent any private interest of others in any action or proceeding involving the City, or voluntarily participate on behalf of others in any litigation to which the City might be party;
 - (2) accept or solicit any gift, favor, service, or other thing of value that might reasonably tend to influence the employee in the discharge of his or her duties, or that the employee knows or reasonably should know is being offered with the intent to influence the employee's official conduct;
 - (3) use their position as a City employee to secure special privileges or exemptions for the employee or others;

- (4) grant any special consideration, treatment, or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;
 - (5) engage in any outside activities that will conflict with or will be incompatible with the individual's position as an officer of the City, the duties of employment with the City, or in which employment with the City will give the employee an advantage over others engaged in a similar business, vocation or activity if the advantage is due to knowledge that the employee has obtained that is not subject to disclosure to the general public;
 - (6) accept other employment or engage in a business or professional activity that the employee might reasonably expect would require or induce the employee to disclose confidential information acquired by reason of the official position;
 - (7) accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of the employee's official duties;
 - (8) make personal investments that could reasonably be expected to create a substantial conflict between the employee's private interest and the public interest; or
 - (9) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the employee's official powers or performed the employee's official duties in favor of another.
- (d) Notwithstanding any provision of this section to the contrary, employees may not accept gifts in any value from persons, entities, organizations or corporations doing business with the City.
- (e) Any willful violation of any provision of this section shall subject the employee to discipline up to and including termination.
- (f) Except as specifically prohibited in this section, an employee is not prohibited from:
- (1) attending social functions, ground breakings, or civic events pertinent to the public relations and operations of the City;
 - (2) exchanging gifts with his or her family and relatives;
 - (3) exchanging gifts at church functions or City parties or functions where only City officers and employees and their families are invited or attend; or
 - (4) exchanging gifts at or receiving a bonus from his or her place of full-time employment;
 - (5) accepting a non-monetary gift with a value of no more than \$50.00 or products or items to be used in an officially recognized activity of the City or department sponsored services; or

- (6) exchanging gifts between co-workers in recognition of special milestones in an employee's life or career.

104.10 Professional Decorum

- (a) All employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. The attitude and demeanor of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City administration and its programs and policies. Employees should be mindful that public perception, even if incorrect, can greatly influence events and decisions, and employees should thus avoid anything that gives the appearance of improper conduct.
- (b) The actions of one employee impact the credibility of all other employees either in a positive or negative manner. Employees should always strive to conduct themselves in a positive manner. If an employee is uncomfortable with any decision or contemplated action, he/she should seek guidance regarding the propriety of the action. Similarly, if employees become aware of known or suspected wrongdoing on the part of another employee they should report that action or activity to their supervisor/manager, the Human Resources Department or the City Manager immediately.

104.11 Harassment and Sexual Harassment Prevention and Disciplinary Policy

- (a) No-Harassment Policy. The City's policy is to provide equal employment opportunities to persons without regard to age, race, religion, color, gender, sexual orientation, national origin, marital status, mental or physical disability, genetics, veteran's status, or other protected status in accordance with applicable laws. It is also the City's policy that employees have a right to work in an environment where each individual is respected. Harassment of employees, regardless of working relationships or supervisory status, is prohibited. Every employee is responsible for maintaining a professional environment free of discrimination, harassment, and retaliation, and for bringing to the City's attention incidents that interfere with providing a work environment free of such prohibited conduct. Employees who are found to have engaged in prohibited conduct will be subject to discipline, up to and including discharge. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary actions, or any other aspect of employment because of age, race, religion, sex, national origin, marital status, citizenship, mental or physical disability, genetics, veteran status, or other unlawful basis is prohibited. All City employees at every level are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, vendors and visitors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.
- (b) Sexual Harassment. One form of unlawful discrimination is sexual harassment. The City is committed to providing a work environment that is free of sexual harassment. Sexual harassment may include, but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or non-verbal communication or physical conduct of a sexual nature where:
 - (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or

- (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. It may be directed by a manager to a subordinate, manager-to-manager, or co-worker-to-co-worker. Conduct prohibited by this policy includes, but is not limited to: sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, sexual experiences, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

(c) Other Prohibited Harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or non-verbal communication or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

(1) Prohibited conduct includes but is not limited to epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes, comments, writings, or pictures any of which single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes likely to be perceived by others as offensive and related to such protected characteristics are wholly inappropriate and are strictly prohibited. Conduct, comments, or innuendoes—related to protected characteristics—by an employee reasonably believing same will not be perceived by others as offensive may still result in disciplinary action if the employee is advised that such conduct, comments, or innuendo is offense or unwelcome and the employee persists in such conduct, comments, or innuendo.

(2) This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., by means such as facsimile, e-mail, texting, cell phone or other electronic devices, social media, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age, disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

(d) Mandatory Reporting. The City requires that all employees, including supervisors and department heads, report all perceived incidents of unlawful discrimination, harassment, or retaliation, regardless of the offender's identity or position. Any employee who observes or otherwise learns of harassment in the workplace, believes that harassment has occurred, or has been subjected to conduct prohibited by this policy must report it as soon as possible—and no later than three business days absent justifiable circumstances—to the to the department head, Director of Human Resources, or City manager. Under this policy, an employee may report to and/or contact the Director of Human Resources or department

directly, or the City Manager directly, without regard to the employee's normal chain of command. If making a report of unlawful harassment or discrimination, employees are encouraged to use the Discrimination/Harassment/Sexual Harassment Complaint Form (refer to Appendix A-5). Any supervisor or department head who receives a complaint of such conduct must, without undue delay, notify the human resources director so that an investigation into the allegations may be commenced.

- (1) City employees are expected and encouraged to promptly raise questions and report conduct that they believe may be prohibited conduct, or conduct that, if left unchecked, may rise to the level of unlawful discrimination, harassment, or retaliation, even if an employee is unsure if the conduct violates the City's policy.
 - (2) City employees who wish to informally share or obtain information about perceived prohibited conduct without filing a formal complaint are expected and encouraged to promptly bring concerns to the to the department head, human resources director, or City manager.
 - (3) A City employee who submits a report, a witness who provides information regarding a report, and alleged violator will be kept confidential to the extent possible and permitted by law, consistent with a thorough and impartial investigation.
- (e) Investigation. All reports (verbal, written, or anonymous) of prohibited conduct will be treated seriously and investigated promptly thoroughly, and impartially. Information obtained during an investigation will be kept confidential to the extent consistent with a thorough and impartial investigation and to the extent permitted by law. The investigative process may include interview of the person that is the subject of the report of the harassment, the accuser, the accused, and other persons that are witnesses or who have relevant knowledge. The investigation shall be conducted by the Director of Human Resources or the City Manager as appropriate. Notwithstanding the foregoing, there may be some circumstances under which the investigation will be conducted by the office of the City Attorney. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality. If the investigation confirms evidence of prohibited conduct under this policy, the supervisor or department head shall take immediate and appropriate corrective action and enforce discipline as set out in subsection (g), below.
- (f) Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complainant's investigation is prohibited. The City strictly prohibits supervisors or managers from conditioning employment or making employment decisions based on an employee's tolerance of or resistance to harassment. Acts of retaliation must be reported immediately as set out above in subsection (d).
- (1) "Retaliation" is broadly construed to mean any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether related to employment or not, that could discourage an employee from making a complaint or testifying, assisting or participating in an investigation or hearing under this policy. It may also includesuch

conduct as “cold shoulder” treatment, changing job duties, failing to cooperate, or treating an employee rudely because he or she has made a complaint, or testified, assisted or participated in an investigation or hearing, resisted sexual advances, or intervened to protect other employees from such prohibited conduct.

- (2) Violation of this policy by an employee will result in appropriate disciplinary action, up to and including immediate discharge. The City may also require an employee who has violated this policy to receive appropriate training on harassment, retaliation, or other issues related to the conduct, at the employee’s expense.

- (g) Discipline. Conduct prohibited by this policy is of a very serious nature and will be dealt with appropriately. Discrimination and harassment are very serious matters that can have far-reaching, immediate and long-lasting impacts on the lives and careers of individuals. Intentionally false accusations or accusations not made in good faith can have a similar impact. Both a person who is found to have engaged in unlawful harassment or retaliation under this policy, and a person who knowingly and intentionally files a false complaint under this policy, are subject to immediate and proportionate discipline. Discipline, up to and including termination, will be imposed on any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action up to and including termination may be imposed when employees are untruthful during an investigation.
- (h) This policy (Section 104.11) extends to non-employees such as suppliers, contractors, City Council members, appointed officials, sales representatives, and job applicants, who may either be complainants or persons against whom a complaint is made. The City Manager or Human Resources Department, as appropriate, shall promptly notify any person of any complaints made against them.
- (i) At least annually, City employees, including supervisors and department heads, are required to attend and participate in interactive anti-harassment training to ensure employee understanding of the City’s harassment policies, procedures, expectations, and consequences of misconduct. Additionally, the City may solicit information from employees through anonymous surveys regarding employee awareness of and confidence in the City’s harassment policies and complaint procedures. City employees who wish to offer suggestions or ask questions regarding the City’s policies are encouraged to submit such communications to the Director of Human Resources or the City Manager as appropriate.

104.12 Indictments Against Employee

An employee may be suspended and placed on administrative leave, with or without pay, if accused or indicted for a crime of official misconduct or any felony crime or Class A misdemeanor pending a decision on the indictment such as dismissal, acquittal or conviction. If the indictment is dismissed or if the employee is acquitted, the employee could still be subject to disciplinary action up to and including termination, depending on the circumstances. If the indictment is upheld, and the employee is convicted, then the employee, depending upon the severity of the crime, will be subject to disciplinary action up to and including termination. This provision in no way prevents the City from taking appropriate disciplinary action against an employee in the absence of an accusation or indictment for a crime of official misconduct or any felony crime or Class A misdemeanor.

104.13 Violence in the Workplace

- (a) The City has a strong commitment to its employees to provide a safe, healthy and secure work environment. The City also expects its employees to maintain a high level of productivity and efficiency. The presence of unauthorized weapons and/or the occurrence of violent, hostile, abusive, or intimidating behavior in the workplace during working hours are inconsistent with these objectives. The City expects all employees to report to their work site without possessing weapons (with the exception of law enforcement employees authorized in writing to carry weapons, or transportation and storage of a firearm in a locked and privately owned motor vehicle by an employee who is a concealed handgun permit holder to the extent authorized by state law) and to perform their job without engaging in any of the behaviors described herein toward any other individual. The City will not tolerate any conduct or behavior, whether intentional or not, that is determined to be threatening, intimidating or coercive.
- (b) Any person who acts or speaks in a violent or threatening manner will be removed from the City's premises as quickly as safety permits. Any employee who engages in violent or threatening speech or behavior may be subject to disciplinary action up to and including termination, criminal penalties, or both.
- (c) At the City's sole discretion, employees and/or the public may be barred from City premises pending the outcome of an investigation. Employees barred from City premises on this basis will be placed on either paid or unpaid administrative leave, at the discretion of the City Manager.
- (d) The City has zero tolerance for violence or threats of violence between or by employees, officials, or representatives of the City, whether conducted on or off City premises. This policy and attached procedures shall apply to all employees, officials and representatives of the City. Employees who are victims of, or witnesses to, behaviors described herein should immediately report such conduct to their supervisors. If an employee's immediate supervisor is the person making the threats or exhibiting the violent behavior, the employee should immediately report such conduct to the department head or the City Manager, as appropriate.
- (e) If an employee is injured while participating in aggressive behavior or after instigating such behavior, then entitlement to workers' compensation benefits may be denied. No part of this policy, or any procedure herein, is intended to affect the City's right to manage or control its work force, or be construed as a guarantee or contract of employment or continued employment.

104.14 Workplace Bullying

- (a) The City is dedicated to maintaining a psychologically healthy work environment which is free of bullying activity. For the purposes of this policy, "workplace bullying" is defined as repeated mistreatment of one or more persons by means including, but not limited to: verbal abuse; threatening, humiliating, intimidating, or offensive remarks, conduct, or behaviors, whether verbal or nonverbal; infliction of social ostracism, such as through starting or spreading destructive rumors or gossip; conduct representing coercion as defined by the Texas Penal Code; or conduct intended to interfere with an employee's ability to perform their job duties (work interference or sabotage).

- (b) The City will not tolerate workplace bullying among its employees. Any employee who feels that they have been or are being targeted by workplace bullying should report such activity to their immediate supervisor, or if that supervisor is the source of the bullying, to the next appropriate person within the City chain of command. Retaliation of any sort is not acceptable and may result in disciplinary action in the discretion of the City Manager.
- (c) Supervisors receiving reports of workplace bullying must confidentially contact the reporting employee to investigate. Supervisors must memorialize the results of their investigation in a written report, including the names of all witnesses to the alleged bullying behavior (whether employees or nonemployees), dates and times of the events constituting bullying, and a description of the objectionable behavior in the greatest possible detail. Once complete, the report should be forwarded to the department head and the City Manager for review and possible disciplinary action.
- (d) Every employee of the City deserves respectful treatment in the workplace. An employee who is found to have engaged in workplace bullying may be subject to discipline up to and including termination.

104.15 City Logo Use

The City's logos, emblems and images (collectively "Logo(s)") are exclusively the property of the City and the City is the owner of all rights to the Logo. Employees may not use Logos other than for official and authorized City business or operations. It is the policy of the City to exercise due diligence to assure that misuse of its Logo by third parties (and other approved Logos representing the City such as Police and Fire, and the City development corporations) does not occur or is corrected, and that the Logo shall not be used by any third party for any purpose without express written authorization of the City Manager. Such written authorization will be in the form of a grant of a temporary, limited and nonexclusive license to use the Logo. Requests for such use shall be made by third parties on an application form to be provided by the City Secretary's office. Any unauthorized use of the Logo by any third party will be referred to the City Attorney for review and action. The City will determine standard City Logo apparel and other approved Logos representing the City, such as the Police and Fire Department, when and who should be wearing such apparel. The City requires each employee's choice of attire to be appropriate and in good taste for business as stated in this manual.

City of Anna

Personnel Policy Manual

Section 105. Compensation & Performance Evaluations

105.1 Compensation Plan and Philosophy

- (a) The City will, within its financial capability, provide equitable compensation for all employees in the form of pay and benefits, but differences will exist based on factors including the nature, category and classification of each position.
- (b) Salary reviews may be conducted annually, and wage or salary modifications may be based on performance and the employee's contributions to the overall mission of the City, as well as on cost of living. In the event of promotion, the anniversary date for salary review is the date of promotion.
- (c) All City pay ranges and job relationships may be reviewed annually. The City Manager may recommend blanket changes in the compensation plan to adjust salaries for individual positions as is necessary to keep the compensation plan current and competitive with other employees of the same personnel class. Recommended changes in the compensation plan will be included in the annual budget and become effective upon City Council approval of the budget. The City reserves the right to determine if and when the changes can be applied based upon budgetary realities.
- (d) Compensation Philosophy: This philosophy would include the following elements, defined as follows:
 - (1) Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.
 - (2) Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.
 - (3) Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.
 - (4) Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.
 - (5) Philosophy 5: Maintain a promotional vacancy practice providing for no less than 5% increase for promotions (or the next highest step, if in a step plan)
 - (6) Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

105.2 New Hires

- (a) In establishing new hiring rates, consideration will be given to the position in range as to whether it allows sufficient room for future growth and its relationship to rates paid to similarly qualified and more experienced employees in the job or department. Consultation with and review by the City Manager will provide a City wide perspective to department heads as they make hiring decisions.
- (b) The following factors shall be considered in determining a new hire rate:
 - (1) salaries paid to incumbents in the position and across the City;
 - (2) salary range of the position;
 - (3) qualifications of individuals versus qualifications of incumbents in the position; and
 - (4) budget considerations.

105.3 Employee Pay Schedule

Delivery of bi-weekly payrolls will be by electronic transfer with direct deposit to the employee's account in a designated financial institution. Payroll will not be issued other than on designated pay days. No salary advances or loans against future salary will be made to any employee for any reason.

105.03.1 Deductions

- (a) Deductions will be made from each employee's pay for: Federal Income Tax; Social Security; Texas Municipal Retirement System Contributions (for regular full-time employees and covered part-time employees); court ordered child support; an amount required to reimburse the City for the replacement value of City property wrongfully held, converted by, damaged by, unreturned or lost by an employee; any other deductions required by law
- (b) In accordance with the policies and general procedures approved by the City Council of the City, deductions from an employee's pay may be authorized by the employee for: group health/medical insurance for dependents; life insurance for the employee; such other deductions as may be authorized by the City Manager, the City Council, or these policies.

105.4 Overtime and Compensatory Time

- (a) Overtime, when ordered for the maintenance of essential City functions, shall be allocated as uniformly as reasonably possible among all eligible employees. Eligible employees, those qualified to perform overtime work, will be compensated in accordance with the Fair Labor Standards Act (FLSA) 29 C.F.R. § 785.11 et seq. Department heads are responsible for exercising adequate supervision to ensure that employees are complying with established work schedules. All overtime hours must be approved in advance by the employee's department head. Failure to obtain permission in advance may result in disciplinary action.
- (b) The use of compensatory time off is generally discouraged, but is permitted at the sole discretion of the department head and City Manager in order to offset amounts that would otherwise be paid for overtime hours worked (compensatory time received by an employee

in lieu of cash must be at the rate of one and one-half hours of compensatory time for each hour of overtime work), as stipulated by the Fair Labor Standards Act, and as follows:

- (1) The use of compensatory time off is not authorized unless approved in advance and in writing by the City Manager. The department head is responsible for the administration of compensatory time off in lieu of overtime pay.
 - (2) The use of accrued compensatory time off will be granted to employees within a reasonable period of time of the employee's request to use same, unless the granting of such time off would unduly disrupt the effective functioning of the department. The City does not guarantee that an employee will be able to use compensatory time off on the date(s) that the employee requests to use same. Requests for use of compensatory time off are the employee's responsibility and shall be made in the same manner as other leave requests. Department heads may also exercise control over accrued compensatory time by requiring the employee to use it at times determined by the department head. Unless granted an extension by the City Manager, compensatory time must be used within thirty (30) days of being accrued. If an employee's compensatory time is not used by the employee within thirty (30) days of being accrued and no extension has been granted by the City Manager, then the employee will receive payment for the value of the compensatory time. If the City Manager grants an extension, it may not be for more than one year from the date that compensatory time is accrued. If the City Manager grants an extension that is less than one year from the date that compensatory time is accrued, and the employee does not use the compensatory time before the expiration of the extension, then the employee will receive payment for the value of the compensatory time. If the City Manager grants an extension that is one year from the date that compensatory time is accrued, and the employee does not use the compensatory time before the expiration of said one-year period, the compensatory time shall lapse. Notwithstanding any other provision or statement in this Manual, the City always reserves the right to require an employee to use compensatory time at times determined by the City, and further reserves the right to pay the employee for the value of accrued compensatory time instead of allowing the employee to use compensatory time.
 - (3) Upon separation from employment, employees must be paid for all accrued compensatory time that has not lapsed at the employee's rate of pay at termination.
 - (4) Each department is responsible for maintaining records of compensatory time off earned and taken by or paid to employees within the Department, and for keeping them current and on file in the Department.
 - (5) The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment.
- (c) Overtime and Compensatory Time Off for Eligible Non-Exempt Employees Other Than Eligible Non-Exempt Police Officer and Firefighter Employees. The official work period for eligible non-exempt employees is a 7-day period. Eligible non-exempt employees will receive overtime pay or compensatory time off for any hours worked in excess of 40 hours in the 7-day work period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt employee works or is scheduled to work more than 40 hours in a 7-day work period. In the event it is not possible to grant time off during the same work

period in which actual hours worked are above 40 in a 7-day work period, the eligible non-exempt employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 40 in a 7-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment.

- (d) Overtime and Compensatory Time Off for Eligible Non-Exempt Police Officer Employees. The official work period for eligible non-exempt police officers is a 28-day period. Eligible non-exempt police officer employees will receive overtime pay or compensatory time off for any hours worked in excess of 171 hours in the 28-day work period with the first pay period paid for standard non-overtime hours and with overtime and/or compensatory time off figured after the 171 hours worked during the entire 28-day period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt police officer employee works or is scheduled to work more than 171 hours in a 28-day work period. In the event it is not possible to grant time off during the same work period in which actual hours worked are above 171 in a 28-day work period, the eligible non-exempt police officer employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 171 in a 28-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment. This provision is adopted pursuant to section 207(k) of the FLSA and 29CFR Part 553, and shall form a part of the City's payroll records. For the purposes of this subsection (d), "Eligible Non-Exempt Police Officer Employees" include only uniformed or plainclothes members of the City's Police Department who have: (1) the statutory power to enforce the law; (2) the power to arrest; and (3) participated in a special course of law enforcement training.
- (e) Overtime and Compensatory Time Off for Eligible Non-Exempt Firefighter Employees. The official work period for eligible non-exempt firefighters is a 28-day period. Eligible non-exempt firefighter employees will receive overtime pay or compensatory time off for any hours worked in excess of 212 hours in the 28-day work period with the first pay period paid for standard non-overtime hours and with overtime and/or compensatory time off figured after the 212 hours worked during the entire 28-day period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt firefighter employee works or is scheduled to work more than 212 hours in a 28-day work period. In the event it is not possible to grant time off during the same work period in which actual hours worked are above 212 in a 28-day work period, the eligible non-exempt firefighter employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 212 in a 28-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment. Further, it is the City's policy (subject to the discretion of the department head and internal department policies) and a term and condition of employment applicable to eligible non-exempt firefighter employees—that, for shifts in excess of 24 hours: (1) a maximum of eight hours

of sleep time may not be compensated for and may not be counted as hours worked for purposes of calculating overtime hours; and, (2) designated meal times may not be compensated for and may not be counted as hours worked for purposes of calculating overtime hours. The policy, stated above, excluding certain time for sleep hours and designated meal times from overtime compensation does not apply to a regular 24 hour shift that starts early or is extended due to emergency call out, or to an employee that, with the permission of the department head, works a shift normally assigned to another employee resulting in the employee working consecutive 24 hour shifts. This provision is adopted pursuant to section 207(k) of the FLSA and 29 CFR Part 553, and shall form a part of the City's payroll records. For the purposes of this subsection (e), an "Eligible Non-Exempt Firefighter Employee" includes only an employee of the City who is trained in fire suppression, has the legal authority and responsibility to engage in fire suppression, and is engaged in either: (1) preventing, controlling and extinguishing fires; or (2) responding to emergency situations where life, property or the environment is at risk.

- (f) Holiday leave and vacation leave will be counted as hours worked for the purpose of overtime calculations. All other paid leave, including but not limited to sick leave, ~~vacation leave, holiday leave~~, jury duty, administrative leave, bereavement leave, workers' compensation injury leave, disability leave, military leave, unpaid leave and compensatory time off will not be counted as hours worked for purposes of overtime calculations.
- (g) Exempt Employees. Exempt personnel are paid a salary and are not eligible to receive overtime compensation. Exempt personnel are expected to work the hours necessary to complete their job assignments, and it is expected that all exempt employees will occasionally be required to work additional hours to accomplish assigned tasks. Hour for hour compensatory time off is not authorized for Exempt employees; however, when possible, these employees will be allowed time off to discharge personal responsibilities as time and work load permits.

105.5 Call-Out

- (a) A non-exempt employee called out to work after he/she has been released from his/her normal work day shall be credited with a minimum of two (2) hours for the time between reporting for duty and release from such duty should actual time worked not exceed two (2) hours. This provision does not apply in the case of pre-scheduled overtime.
- (b) If the employee completes the work required in the initial call-out, and is subsequently called out within the same initial two-hour guarantee, he/she shall be paid for the actual time worked, or the minimum two (2) hour guarantee, whichever is greater. A second call-out within the initial two-hour guarantee period does not commence a second two-hour guarantee. An employee will not be paid more than the two hour guarantee unless he/she actually works more than two hours. If the employee receives a subsequent call-out, after the expiration of the initial two-hour period, such subsequent call-out shall commence an additional two-hour guarantee.
- (c) Call-out time will be paid at the applicable overtime rate only if the employee has exceeded 40 hours worked for the work week (or the equivalent maximums for police and firefighter employees). Any time less than 40 hours (or the equivalent non-overtime hours for police and firefighter employees) including call-out time will be paid at straight time.

105.6 Standby (On-Call Time)

- (a) Certain employees of the City are required to be on-call or standby for various periods of time. Employees on standby are not required to restrict their movement during such time to their homes or any other location, but are required to respond to radio pages, cell phones, or other portable communication devices provided by the City. After being called to work, employees on standby status must report to work within 30 minutes. Employees on standby are prohibited from consuming alcoholic beverages.
- (b) Non-exempt employees designated as being on standby will receive standby pay in addition to any hours worked from call-outs. Standby pay will be credited on a daily basis at the rate specified in the pay classification plan. An employee designated to be on standby, will receive daily standby pay regardless of hours worked or call-outs.
- (c) This Section 105.06 shall not apply to non-exempt police officer employees and non-exempt firefighter employees. Any similar provisions shall be set forth under departmental policy as approved by the department head and City Manager.

105.7 Travel Time

- (a) Commute Time. Travel time at the beginning or end of the work day is not compensable. Generally, an employee is not at work until he/she reaches the work site. This includes travel to offsite locations where the employee may have a temporary assigned worksite. However, if an employee is required to report to a meeting place to pick up materials, equipment or other employees, or to receive instructions prior to traveling to the worksite, then the time is compensable. In addition, if any employee is required to report to an off-site location that results in a commute time that is more than fifteen (15) minutes longer than the employee's normal commute time, then the difference between the employee's normal commute time and the commute time required to report to the off-site location is compensable. An employee who operates a City vehicle need not be compensated for commute time simply because he/she is driving the vehicle, so long as it is for the employee's convenience. An employee who is directed to chauffeur other employees by his supervisors is entitled to compensation.
- (b) Overnight Travel. Travel time is compensable when it occurs during the employee's normal work hours. Moreover, if the travel occurs during normal working hours on nonworking days (i.e. Saturday or Sunday for an employee who works Monday to Friday), the time is compensable. Travel time that occurs outside of regular working hours where the employee is a passenger and free to relax does not count as working time. However, if the employee is required to drive or perform work, then the time is compensable.

105.8 Meetings and Training Time

- (a) Time spent attending lectures, meetings and training programs will not be counted as hours worked, provided all the following conditions are met:
 - (1) The meetings are held outside working hours.
 - (2) Attendance is voluntary.

(3) The course, lecture, or meeting is not directly related to the employee's job. If a training course is undertaken for the purpose of preparing for advancement through upgrading the employee to a higher skill, and is not intended to make the employee more efficient in his/her present job the training is not directly related to the employee's job, even if the training incidentally improves his/her skill in doing his/her regular work; and

(4) The employee does no productive work during the meeting or training.

(b) If an employee on his or her own initiative attends school, college, or trade school after hours, that time is not hours worked even if the courses are job related.

105.9 Employee Performance Evaluation

(a) To ensure that the quantity and quality of work performed by employees meets the needs of the City, the department head shall interview each employee during the employee's tenure at least once each year and shall prepare a written performance evaluation in conjunction with said interview.

(b) If at any time the City Manager or a department head determines that an employee must substantially improve in any area of job performance in order to adequately discharge any essential function of the employee's job, the employee may be placed on a performance improvement plan for a time period of three to six months ("performance improvement period"). The performance improvement plan shall include a written description of: (1) the area of job performance in need of improvement; (2) the essential functions of the job at issue; (3) a description of goals, deadlines or other performance measures that the employee must meet within the performance improvement period; (4) a description of steps that the employee should take to meet certain criteria including goals, deadlines or other performance measures; and (5) a warning that failure to adhere to or meet said criteria will result in disciplinary action potentially including discharge from employment. The employee must sign the performance improvement plan to acknowledge receipt. If at the expiration of the performance improvement period the City Manager or department head determines that the employee has not been able to favorably resolve the job performance issue(s), the employee may be subject to discharge. A performance improvement plan is a tool that may be used to assist an employee with job performance issues, but it is not a prerequisite to employee discipline or discharge and does not alter the employee's "at-will" status.

(c) The department head or City Manager shall provide a copy of any written performance evaluation or any performance improvement plan to the employee and shall place a copy of same in the employee's personnel file together with a certification executed by the employee certifying that the employee has received and reviewed a copy of same. Refusal of the employee to sign said certification is insubordination.

(d) Employees may respond in writing to any performance evaluation or performance improvement plan. This written response shall be placed in the employee's personnel file.

105.10 Training and Development

In order to meet individual and organizational needs, it is the policy of the City to provide training and development opportunities to encourage high quality performance to prepare employees for

new or increased responsibilities, skills, and to extend opportunities for individual growth, promotion, development, and self-fulfillment. Availability of training funds will be dependent on the budget available at the time and will require advance written approval of the department head and the City Manager.

(a) Tuition Reimbursement. The City of Anna encourages life learning and education. In support of this value, the City of Anna offers a tuition reimbursement program. Tuition Reimbursement is a tool that employees can use to grow and develop within the field of public service.

(1) Scope. The policy described herein applies only to full-time, regular employees who are enrolled and participating in approved courses at approved educational institutions.

(2) Eligible Courses. In order to be approved hereunder, a course must be applicable to the field of public service and must be offered and completed at an accredited university or college. The following types of courses specifically are not approved for reimbursement hereunder:

(i) Courses which are required by any governmental agency or professional association in order to meet the minimum educational or continuing educational requirements of the employee's current employment.

(ii) Courses which are non-credit continuing education courses.

(iii) Course credit for previous work experience.

(iv) On-going certification courses.

(3) Course Work. All approved courses shall be scheduled outside of the employee's regular work hours, except upon written approval of the employee's department head. All work required by the approved course must be performed on the employee's own time.

(4) Determination of Course Approval. In each case, courses shall be approved or disapproved by the City Manager, the Director of Human Resources, the employee's direct supervisor, and the director of the employee's department prior to registering for coursework. Approval of a course applies only to that particular course, and shall not be approval of all courses required for a degree or certificate. Each course must therefore be applied for individually and will be evaluated separately from any other course.

(5) Employee Eligibility. In order to be eligible for tuition reimbursement for approved courses hereunder, the employee must meet the following minimum requirements:

i. The employee must be satisfactorily performing the duties and responsibilities of their current employment in the opinion of their direct supervisor or department head.

ii. The employee must have satisfactorily completed any applicable period of probation relating to their employment with the City.

(6) Application for Approval. In order to apply for tuition reimbursement of approval that has been approved hereunder, the applicant must submit the following to the Human Resource Director:

- i. A fully completed tuition reimbursement application signed by the director of the employee's department not later than the first day of the course;
- ii. A degree plan, if applicable (required if the course is part of the first semester or term in a degree program, or if the degree plan is changed after the first semester or term);
- iii. A written description of the course (which may be the description supplied by the educational institution); and
- iv. A receipt showing the costs associated with the course or the tuition costs.

(7) Reimbursement Procedure.

- i. Upon completion of course, final grade submitted, and appropriate approval as described herein, the City shall reimburse the costs of tuition and required course fees for no more than two courses or six academic hours per semester. A reimbursement schedule set by the Human Resource Director will establish a cap or ceiling on the amount of tuition reimbursement per course or semester. Exception to the reimbursement cap may be made only at the sole discretion of the City Manager. No reimbursement shall be provided for required texts or materials, which costs shall be the sole responsibility of the employee. No reimbursement shall be provided for any optional fees in addition to tuition (e.g. late fees, parking, athletic passes, financial aid fees, etc.), which fees shall be the sole responsibility of the employee.
- ii. Upon completion of an approved course the employee shall submit a certificate of completion or transcript, along with all receipts for sums expended for tuition and required fees, to his or her department head. The director shall then submit the same to the Human Resource Director. Upon review and approval, the Director of Human Resource shall submit the documentation to the Finance Department for reimbursement to the employee. With a grade of 'B' or above (at least 3.0 on a 4.0 grading system), or a passing grade if course performance is reported as either pass or fail, reimbursement shall be 100% of the approved amounts. With a grade of 'C' the reimbursement amount will be reduced to 50% of the approved amounts. With a grade of 'D' or below, the City will not provide reimbursement. The materials described herein shall be submitted by the employee not later than thirty (30) days after the completion of the course, or tuition reimbursement may be denied by the City.
- iii. Tuition shall not be reimbursed where the same has been or shall be paid from other non-student loan sources, including but not limited to grants, scholarships, financial aid, etc. In such case, reimbursement shall be limited to approved tuition expenses which are not paid by the subsidies. In addition, tuition shall not be reimbursed for any program subsidized by the City or any other governmental entity.

- (8) Repayment by Employee. In the event that an employee's employment with the City is terminated, either voluntarily or involuntarily, within two years of the completion of any approved course for which the employee has received reimbursement, the employee shall be required to repay to the City 100% of all reimbursement paid by the City for such courses. Such repayment shall be deducted from the employee's final paycheck, or shall be made to the City within thirty (30) days of the termination of the employment. In addition, any employee who terminates his or her employment with the City or whose employment is terminated by the City prior to completing an approved course shall not receive reimbursement for said course(s).
- (9) Acceptance of Terms. Each employee participating in the tuition reimbursement plan shall be required to sign an agreement stating that they have received a copy of this policy and agree to the terms of the same. Should an employee refuse to sign such an agreement, the employee shall not be allowed to participate in the tuition reimbursement plan described herein. Such agreement shall not alter the employee's at-will status, shall not constitute an agreement for continued employment, and shall not provide any employee the right to employment with the City.

(b) Licenses and Certifications.

- (1) Required Licenses and Certifications. Subject to funds available in the annual budget and approval by the department head and/or the City Manager, the City will pay for continuing education required to maintain a license or certification that an employee is required to maintain as a condition of his or her continued employment with the City.
- (2) Optional Licenses and Certifications. Subject to funds available in the annual budget and approval by the department head, the City may pay for continuing education and testing required to obtain additional licenses and/or certifications that an employee is not required to obtain or maintain as a condition of employment, but that prepare an employee for new or increased responsibilities, skills, or that extend opportunities for individual growth, promotion, and development. If required by internal departmental policies, the City may require an employee to repay to the City the cost of the continuing education and testing for an optional license or certification subject to the following:
 - (i) Departmental Policies. Departmental policies regarding the payment of fees for continuing education courses and testing for optional licenses and certification shall be approved by the City Manager, and shall be uniform for employees with the same job title.
 - (ii) Repayment by Employee. In the event that an employee's employment with the City is terminated, either voluntarily or involuntarily, within one year of the completion of a continuing education course or test for an optional license or certification paid for by the City, the employee may, subject to departmental policies and a prior agreement as outlined in paragraph (iii) below, be required to repay to the City 100% of all course and testing fees paid by the City for the optional license or certification. Such repayment shall be deducted from the employee's salary or other compensation that would otherwise have been compensable to the employee upon termination. If said deduction is not enough to compensate the City for the course and testing fees, the employee shall pay the remainder of the amount to the City within 10 business days of the effective date of the employee's termination .
 - (iii) Acceptance of Terms. If repayment may be required, each employee that requests approval to take a continuing education course or test for an optional license or certification shall be required to sign an agreement stating that they have received a copy of the departmental policy and this policy regarding repayment by the employee, and agree to the terms of same. Should an employee refuse to sign such an agreement, the City will not pay for the continuing education course or testing fees for the optional license or certification as described herein. Such agreement shall not alter the employee's at-will status, shall not constitute an agreement for continued employment, and shall not provide any employee the right to employment with the City.

105.11 Salary Increases

- (a) Salary Increases. Increases in salary may be granted by the City Manager in accordance with the compensation plan based on employee performance, evaluated merit, market comparison of pay for the employee's position, changes in an employee's job description or duties, and availability of funds.
- (b) Non-Merit Raises. As part of the City's annual budget, the City Manager may recommend a cost-of-living adjustment ("COLA") for employee salaries based on factors relevant to changes in the local cost of living and the availability of funds. Every COLA approved by the City Council shall apply the same percentage increase to the base salary of every City employee or group of employees, including but not limited to the City Secretary and City Manager.
- (c) No provision of this Manual shall be construed as authorizing any increase in salary or wages during a fiscal year which would result in exceeding appropriations made for such purpose.

105.12 Longevity Pay

- (a) Each year eligible employees shall receive a lump sum longevity payment based on their full months of employment with the City. Except as provided in subsection (b), below, eligible full-time employees shall receive ten dollars per full month of employment. Regular full-time employees who have completed at least 12 months of employment shall be eligible.
- (b) Longevity pay for eligible full-time employees whose employment commenced after March 11, 2014 shall be five dollars per full month of employment.
- (c) Except for certain non-civilian police and fire department employees, funds will be dispersed between the second week of November and the first week of December only to eligible employees actively employed on the date of payment, and months of service shall include all months served as of December 31 of each year.
- (d) Non-civilian police and fire department employees shall receive their longevity pay on or about their anniversary hire date after completion of their annual performance review. Months of service shall include all full months served as of their anniversary hire date.
- (e) Any employee leaving City employment and later being re-employed will forfeit all previous longevity. Employees on any type of leave without pay, disability leave, catastrophic leave, or workers' compensation leave will not accrue longevity for that period of leave.
- (f) Maximum annual longevity pay for full-time employees will be \$1,200.

105.13 Separation Pay

Subject to Section 116 of this Manual and any other applicable provisions of this Manual, employees who leave the service of the City, regardless of reason for separation, shall receive all pay that is due to them in accordance with and subject to the following provisions:

- (a) The final compensation check for a self-terminating employee will be issued not later than the next regularly scheduled payday after separation. The final compensation check for an

employee who has been involuntarily terminated will be issued not later than the sixth regular working day following termination. Separation pay may be delayed due to any pending investigation of an employee or unforeseeable administrative delays in processing payment.

- (b) Eligible employees will be paid for any hours worked, including any authorized overtime compensation due to him or her.
- (c) Only regular full-time employees who have successfully completed their probation period shall be paid for unused vacation time earned.
- (d) Employees may request that any retirement benefits paid by him or her, through payroll deductions, be refunded in accordance with the applicable program. In the event a member of the retirement system leaves the employment of the City prior to retirement and is not vested, such member may elect to leave his contributions on deposit with the system for not more than five (5) years, may file application for a full refund of the employee's contributions and accrued interest thereon, or may roll the funds over into a qualified account. In the event that an employee receives a full refund of his contributions, the employee forfeits any seniority towards retirement under Texas Municipal Retirement System ("TMRS"). To the extent of any conflict between this provision and any mandatory provision of the City's TMRS plan, said plan shall govern.
- (e) Any indebtedness to the City which the employee might have incurred shall be deducted from their final paycheck and all City equipment and property must be returned before the final compensation check is released.
- (f) A regular employee who gives less than ten working days' notice of resignation or who is dismissed because of violating personnel rules and regulations concerning conduct will forfeit accrued vacation pay unless mutual agreement is reached between the department head, City Manager, and the employee.
- (g) If any employee dies while employed by the City, the City shall pay their designated beneficiary or if no beneficiary is designated, the City shall pay their duly appointed representative or representative of their estate any unpaid compensation, unused vacation time and accumulated benefits.

105.14 Retirement

- (a) Regular full-time employees are afforded retirement under the Texas Municipal Retirement System ("TMRS"). This plan is administered by the Human Resources Department and details regarding the plan may be obtained from the Director of Human Resources. Participation in TMRS shall be immediate and a condition of employment. Where practical, employees shall give the Director of Human Resources written notice of their intent to retire at least three months prior to the proposed date of retirement.
- (b) Details of the retirement plans, as well as additional information, is provided in the Texas Municipal Retirement System Handbook available through the Human Resources Department.
- (c) Part-time and seasonal employees are not eligible to make contributions to TMRS, unless the number of hours worked requires eligibility under TMRS rules.

- (d) Employees on leave without pay are not eligible to make contributions to TMRS.
- (e) In addition to TMRS, all employees of the City are included in the Medicare System.
- (f) To the extent that any provision in this Manual directly conflicts with state law governing TMRS, or directly conflicts with the plan as provided to the City through TMRS, this Manual shall yield to the extent of the conflict if the conflict.

105.15 Recovery of Pay and/or Benefits

- (a) It is the employee's responsibility to review their payroll information and deductions for accuracy. In the event that an employee is over paid, given excessive leave benefits or receives any other benefit and/or compensation in error, through an employee's misrepresentation or through the misapplication of a policy or an error in processing, the employee is expected to notify their department head (or Director of Human Resources, as appropriate) and the City will take steps to recover those benefits and/or compensation. This also includes any form of payroll deduction that results in an underpayment.
- (b) Attempts will be made to establish an agreed-upon method to recover the resources. Failure to agree on a method will result in appropriate actions at the City's discretion (such as payroll deduction, reduction in leave time accrual rate, reduction in rate of pay, etc.) to recover the City's resources. An employee's failure to cooperate in the recovery process could result in disciplinary action up to and including termination.
- (c) Upon notification of an error employees will be expected to repay the City. Generally, employees will be given the same amount of time to complete repayment to the City as the time period during which the error was made. For example if an employee received overpayments for three (3) pay periods, the employee will have three (3) pay periods from the date of notification to complete repayment to the City. If unusual circumstances warrant, other payback periods may be allowed by the City Manager.

City of Anna

Personnel Policy Manual

Section 106. Holidays, Absences & Leaves

106.1 Holidays

- (a) The following holidays are declared official holidays for regular full-time ~~and regular part-time~~ employees:

~~(1) Federal holidays (except Columbus Day);~~

~~(2) Good Friday;~~

~~(3) Friday after Thanksgiving; and~~

~~(4) Christmas Eve.~~

~~(Amended 9/22/2015, Res. No. 2015-09-10, effective 1/1/2016)~~

(1) New Year's Day

(2) Martin Luther King Jr. Day

(3) President's Day

(4) Good Friday

(5) Memorial Day

(6) Independence Day

(7) Labor Day

(8) Veterans Day (Firefighter can observe September 11th in lieu of Veterans Day)

(9) Thanksgiving Day

(10) Day after Thanksgiving

(11) Christmas Eve

(12) Christmas Day

- (b) The City Council may declare special holidays in addition to the holidays identified in subsection (a), above. Any such special holidays will be taken according to established procedures relating to holidays.
- (c) As many employees as possible shall be given each holiday off consistent with the maintenance of essential City functions.
- (d) On declared official or special holidays, regular full-time employees shall be paid for holiday leave as outlined in the table below. Regular part-time employees shall not receive holiday pay.

(Amended 9/22/2015, Res. No. 2015-09-10)

	Full-time Fire Department 24 hour Shift Employees	Full-time Police Department 12 hour Shift Employees	All other Full-time Employees
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Hours of Holiday Leave	12 hours	12 hours	8 hours
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(e) Employees on any type of leave without pay, disability leave, or workers compensation injury leave (except during periods of salary continuation) shall not be entitled to paid holiday leave.

(f) Temporary employees will not be paid for holiday leave.

(g) A regular employee who is required to work on an official or special holiday shall be paid for the hours worked at a rate of one and one-half times their regular hourly rate plus receive e e

pay for holiday leave, or take paid holiday leave within 30 days of the official holiday as approved by his/her department head.

(h) Except for employees regularly scheduled to work on a shift basis, a holiday that falls on a Saturday will be observed the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday. The City Manager may make adjustments as necessary.

(i) An employee absent without authorized leave on the working day immediately preceding and/or following a holiday shall lose pay for the holiday as well as for the unauthorized absence(s). An employee absent without permission when scheduled to work a holiday will not receive holiday pay and is subject to disciplinary action.

(j) If the last day of an employee's employment falls on a holiday, the employee will not be paid for that holiday;

(k) Employees in the City's Fire Department shall be granted the same number of vacation and holidays, or days in lieu of vacation days or holidays, granted to other City employees, at least one of which shall be designated as September 11th. Notwithstanding any other provision of this Section 106.01, this holiday shall always be observed on September 11 regardless of the day of the week. Fire fighters receive September 11th as a holiday, but it does not increase the total number of holidays received. It is an optional holiday for fire fighters. If a fire fighter chooses to take September 11th as a holiday, the Veterans Day (November 11th) will be the holiday deducted from the total accrued holidays to keep the number of holidays the same as what is granted to other City employees.

(l) Holidays falling within an employee's vacation period or within a period of absence properly chargeable to illness shall not be counted against vacation or sick leave.

(m) An employee on workers' compensation leave will receive holiday pay only when the employee would have normally been authorized to be paid for that holiday.

(n) Employees desiring to observe bona-fide religious holidays not listed as an official City of Anna holiday may be given time off without pay or may be authorized to use accrued vacation leave.

(o) Department heads shall ensure that eligible shift workers and other employees working unusual schedules receive benefits of the full number of official holidays. Should an

official holiday fall on an employee's normal day off, the employee shall either receive holiday leave pay for the holiday, or be allowed to take paid holiday leave within 30 days of the official holiday as approved by his/her department head.

106.2 Vacation

- (a) All regular full-time employees of the City shall be allowed vacation leave with pay after the successful completion of the probationary period following initial employment.
- (b) Regular full-time employees begin to accrue vacation leave on the first day of employment as shown in following table:

Vacation Leave Accrual

	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time Employees (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
1st	4.31	2	3.23	2	3.08	2
2nd	4.74	2.2	3.55	2.2	3.38	2.2
3rd	5.17	2.4	3.88	2.4	3.69	2.4
4th	5.6	2.6	4.2	2.6	4	2.6
5th	6.03	2.8	4.53	2.8	4.31	2.8
6 or more	6.462	3	4.847	3	4.616	3
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Vacation Accrual	336	6	252	6	240	6

Vacation Leave Accrual						
	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
1st	4.31	2	3.23	2	3.08	2
2nd	4.74	2.2	3.55	2.2	3.38	2.2
3rd	5.17	2.4	3.88	2.4	3.69	2.4
4th	5.6	2.6	4.2	2.6	4	2.6
5th	6.03	2.8	4.53	2.8	4.31	2.8
1-9 6 or more	6.462	3	4.847	3	4.616	3
10 or more	9.230	4	6.920	4	6.160	4
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Vacation Accrual	336	6	252	6	240	6

- (c) Eligible employees accrue paid vacation at the end of each pay period.
- (d) All employees shall be allowed to take vacation leave with pay after the successful completion of the probationary period following initial employment. Except in cases of emergency or as otherwise approved by the City Manager, vacation leave may not be taken prior to the successful completion of the six month probation period. Approval of the City Manager's office is required in such situations.
- (e) Absence on account of sickness or injury in excess of that authorized for such purposes, at the request of the employee and approval of the department head can be charged against available accrued vacation leave allowance.
- (f) In the event that an official paid holiday falls during the vacation period, holiday pay shall be given instead of vacation pay.
- (g) Full-time employees may accrue more vacation leave than the Maximum Annual Vacation Accrual, however, accumulated vacation time may not be carried forward each year in excess of the Maximum Annual Vacation Accrual. The cutoff date for vacation accumulated in excess of Maximum Annual Vacation Accrual shall be January 31 of each year. Any excess accrued vacation over the Maximum Annual Vacation Accrual on February 1 of each year will be forfeited.
- (h) Department heads will approve vacation requests, giving due consideration to the needs of the department. All leave requests should be made in writing and require prior approval of the employee's supervisor. Supervisors are encouraged to approve/disapprove an

| employee's vacation request in a timely manner.

- (i) Employees who separate from the City following satisfactory completion of the probationary period shall receive compensation for unused vacation leave up to the Maximum Annual Vacation Accrual. Employees who separate from the City prior to the satisfactory completion of their probationary period or who are dismissed due to violations of the personnel rules and regulations concerning employee conduct will forfeit accrued vacation pay unless a mutual agreement is reached between the department head, City Manager, and the employee.
- (j) Vacation leave shall not be advanced.
- (k) Vacation leave may be taken in not less than one hour increments.
- (l) Employees on leave without pay, or disability leave shall not continue to accrue vacation leave or sick leave. Employees on workers' compensation injury leave shall continue to accrue vacation leave during the period of salary continuation only
- (m) Part-time, seasonal and temporary employees shall not earn or accrue paid vacation leave.
- (n) The City Manager may authorize paid leave as part of an offer of employment to a prospective employee.

106.3 Sick Leave

- (a) All regular full-time employees shall be entitled to sick leave with pay. Regular full-time employees begin to accrue sick leave on the first day of employment as shown in the following table. During the first ninety (90) days of the probationary period, sick leave may not be used as accrued unless specifically authorized under Section 103.01(f) of this Personnel Policy Manual.

(Amended 9/22/2015, Res. No. 2015-09-10)

Sick Leave Accrual						
	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time Employees (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
Annual Accrual	5.17	2.4	3.88	2.4	3.69	2.4
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Sick Accrual	1344	24	1008	24	960	24

- (b) Sick leave may be taken at any time for illness, injury, exposure to contagious disease or routine medical or dental appointments which cannot reasonably be scheduled outside of working hours, and illness of a member of the employee's immediate family who requires the employee's personal care and attention. For this purpose, immediate family member shall be the employee's child, stepchild, parent, stepparent or spouse. A child is defined as a biological, adopted or foster child, stepchild, child of an employee who is standing in loco parentis or legal ward of the employee. The child must be under 18 years of age, or 18 years of age or older but incapable of self-care because of a mental or physical disability. Illness arising from pregnancy or complications thereof, shall be regarded the same as other types of illness.
- (c) Sick leave can be used in not less than one hour increments.
- (d) Employees who become ill and cannot report to work are expected to ensure that proper notification is received at their department no later than one hour after regular reporting time. Individual departments may require earlier reporting times. Failure to ensure proper notification without valid reason shall constitute absence without leave.
- (e) Sick leave not used during the year in which it accrues accumulates and is available for use in succeeding years up to the Maximum Annual Sick Accrual.. Each December 31, any sick leave balance in excess of the Maximum Annual Sick Accrual is reduced to the Maximum Annual Sick Accrual without compensation.
- (f) Sick leave may not be used prior to accrual.
- (g) Upon separating employment from the City, all sick leave credits shall be canceled and shall not be reinstated should the employee later be re-employed.
- (h) Employees shall continue to accumulate sick leave during absences from work on legal holidays, during sick leave or vacation leave. Sick leave accumulation shall be at the regularly prescribed rate during absence, as though the employee were on duty. Employees on leave without pay, or disability leave shall not continue to accrue sick leave. Employees on workers' compensation injury leave shall continue to accrue sick leave during the period of salary continuation only.
- (i) The department head may require satisfactory proof of illness at any time the employee is away from the office using sick leave. The department head may also require a statement from the attending physician of the need for an employee to remain at home to attend to a sick child, spouse or parent. A department head may disallow use of sick leave in the absence of satisfactory proof of need. Employees using or attempting to use sick leave without proper cause shall be subject to disciplinary action, up to and including dismissal. Employees on sick leave for more than two consecutive work days, or three or more work days within any five day period, must produce a doctor's certificate indicating treatment for a legitimate illness or injury in order to receive sick leave with pay. The doctor's certificate must contain a specific explanation of the reasons the employee was unable to work. A department head may require the employee to furnish a statement from the attending physician confirming the employee's ability to resume his/her job duties before permitting the employee to return to work.
- (j) Any employee terminated or resigning from the City shall forfeit all accumulated sick leave.

(k) An employee on sick leave may be subject to disciplinary action, up to and including termination, under the following circumstances:

- (1) If the employee engages in other work for pay while receiving sick leave benefits;
- (2) Engages in activities not authorized by the attending physician, or fails or refuses to comply with the attending physicians instructions or advice regarding the injured condition, other than for bona-fide religious beliefs;
- (3) Fails to act in a manner conducive to convalescence;
- (4) Refuses to perform work authorized by the attending physician;
- (5) Refuses to accept or perform a different job, which is within the employee's physical capacity to perform, as specified by the attending physician.
- (6) If the employee uses or attempts to use sick leave without proper cause.

(l) An employee who becomes ill or injured during a vacation may request that the vacation be terminated and the time off due to the illness or injury be charged to sick leave. Application for such substitution must supported by a medical certificate or other acceptable evidence.

(m) Part-time, seasonal, and temporary employees shall not earn or accrue paid sick leave.

106.4 Military Leave

- (a) Leave, Zero to 120 Hours. Employees are entitled to military leave with pay in accordance with state and federal laws for a cumulative maximum of 120 hours in any federal fiscal year (October to September). This includes both active duty training and regular active duty. The term "with pay" means full and regular pay for days and times the employee would ordinarily have been working. Employees must notify their supervisors before their pending duty.
- (b) Extended Leave. More than 120 Hours. Employees with military leave extending beyond the 120 hours will be treated as employees in non-pay status. Should employees have accrued vacation leave, they may request any part of it through their supervisors. This will not affect their military leave status.
- (c) Duty Verification. Employees shall provide written performed duty verification as soon as possible, but no later than their return to work. Verification is necessary in order to confirm payment of military pay and to confirm any veterans' reemployment rights. Verification may include, but is not limited to, orders, drill letters, training schedule and or a duty verification signed by the officer in charge.
- (d) Uniformed Services Employment and Reemployment Rights Act. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who perform duty, voluntarily or involuntarily, in the "uniformed services." USERRA also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. Those that served have the right to be reemployed if they left to perform service in the uniformed service and meet these requirements:

- (1) The employee must have been absent from a civilian job on account of service in the uniformed services;
- (2) The employee must have given advance notice to the employer that he or she was leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
- (3) The cumulative period of military service with the City must not have exceeded five years;
- (4) The employee must not have been released from service under dishonorable or other punitive conditions; and
- (5) The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable.
- (6) If eligible to be reemployed, the employee must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.

(e) Health Insurance Protection. If a City employee leaves their job to perform military service, they have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military. Even if they do not elect to continue coverage during their military service, they have the right to be reinstated in the City's health plan if and when reemployed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.

(f) Enforcement. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

106.5 Bereavement Leave

Department heads or the City Manager, after ascertaining the exact circumstances, may grant a regular full-time employee up to 24 work hours per year of paid leave for deaths within the employee's immediate family. For the purpose of bereavement leave, "immediate family" shall always include a spouse, parent*, parent-in-law, child*, brother*, sister*, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent-in-law. Vacation leave may be used to supplement bereavement leave, upon request and approval. Employees may be required, at the discretion of the department head, to present proof of immediate family death. Death of other relatives who had been residing in the same household will be considered on an individual case basis, with approval, of the City Manager.

* Also includes "step-[relatives]" of these types.

106.6 Jury/Court Duty

Employees required by summons to report for jury duty (including grand jury duty), or who are impaneled as a juror or alternate, shall receive their regular pay during the time period directly related to jury duty (not to exceed 40 hours of jury duty per summons).

(a) Regular Pay.

- (1) Employees requesting regular pay for work time spent on jury duty must present proof of attendance from the presiding court before pay can be issued. Upon release from jury duty, employees must return to their assigned work location.
- (2) Employees will not be discharged for reporting to jury duty or serving as a juror. Employees failing to return to work after being excused from jury duty during their normal work hours are subject to disciplinary action.

(b) Official City Business.

- (1) Employees who are subpoenaed to appear in court or before any other judicial or administrative body for and on behalf of official City business or on behalf of the county, state or federal government for services related to City duties, shall be compensated in accordance with the procedures specified under this Section.
- (2) Employees requesting regular pay shall provide a copy of the subpoena and, if available, proof of attendance by the court or respective administration body.

(c) Personal/Private Business. Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the department head.

106.7 Administrative Leave with Pay

(a) Elections. Employees on duty on the date of any national, state, or local election and who are eligible to vote in such elections shall be granted leave without loss of pay or benefits to exercise this right if the polls are not open for voting for two consecutive hours outside of the voter's work hours. Evidence of voter registration and voting may be required by the supervisor.

(b) Hazardous Weather Conditions. Except for extraordinary circumstances, City offices DO NOT CLOSE. In the event of inclement weather, employees are expected to use their good judgment and are not asked to take unnecessary risks.

- (1) Closings of City administrative offices are only authorized by the City Manager.
- (2) During official closing period, each department head will designate essential or emergency service personnel who are required to be on the job regardless of weather conditions. Such employees are not given time off at a later date for hours worked during the period of closing. Employees not designated to work are granted paid administrative leave. Such employees will be compensated at their regular pay rate for the hours they were scheduled to work. This is to assure that employees do not lose compensation due to circumstances beyond their control.

- (3) Non-exempt employees who are designated essential and who must continue to work during emergency or weather related closings are compensated at their regular pay rate during the emergency closing period. Such employees are not given time off at a later date for hours worked during the period of closing.
- (4) Exempt and non-exempt employees on sick leave or vacation leave on a day when a partial or full day closing occurs are charged with sick or vacation leave for that day as was scheduled.
- (5) Non-exempt employees unable to travel to work during a period of non-closing will either take vacation leave or leave without pay.
- (6) Exempt employees unable to travel to work during a period of non-closing must miss the entire work day before having to take vacation leave or leave without pay. Partial day absences do not apply to exempt employees. If an exempt employee has no accrued vacation time, he or she will be required to make up the missed time at a later date.

- (c) Disciplinary or Criminal Investigations. The City Manager may determine, as a matter of administrative discretion, that an employee subject to a disciplinary or criminal investigation should not be in the workplace while that investigation is pending. In such case, the City Manager may place an employee under investigation on administrative leave with pay for a period of time appropriate in the individualized circumstances.

106.8 Authorized Leave without Pay

- (a) A leave of absence without pay may be granted at the discretion of the department head and must be approved by the City Manager. Such factors, including but not limited to, length of time away from the job, reason for, and urgency of the request, and length of service with the City, will be taken into consideration by the City Manager. Leave without pay is granted as a matter of administrative discretion. No employee may demand leave without pay as a matter of right, but it may be granted to any employee.
- (b) An employee may be granted leave without pay, when all other forms of leave such as vacation, compensatory time off, holiday, and personal leave have been exhausted. If the leave is not medical in nature, then accrued sick leave is not an available option.
- (c) Leave without pay may be considered for the following reasons:
 - (1) To participate in training that would result in increased job ability.
 - (2) To achieve an educational level necessary for advancement in the City.
 - (3) To perform a service that will contribute to the public welfare.
 - (4) To recover from an illness or disability, not believed to be of a permanent or disqualifying nature, for which sick leave and wage supplementation benefits have been exhausted or are not available.
 - (5) When return to work would threaten the health of others.

- (6) To provide necessary care for a family member who is ill or is incapacitated.
 - (7) For an excused absence during the initial employment period.
 - (8) For an excused, but non-compensable, absence of less than a day.
 - (9) To permit vacation.
 - (10) To perform duties in the military service.
- (d) In circumstances not falling within other provisions of these rules, the City Manager may authorize an employee to take leave without pay under mutually agreeable terms and conditions. Employees taking leave without pay shall not lose or gain seniority. All employee benefits will remain in effect during periods of authorized leave without pay.
 - (e) Service credit. An employee who is on leave without pay for more than six 6 consecutive calendar weeks loses service credit for that period in excess of the six calendar weeks except in regards to Military Leave.
 - (f) Accrued leave. An employee granted leave without pay forfeits use and accrual of sick leave, vacation leave, holiday leave, bereavement leave, court leave, except to the extent that leave without pay is authorized under federal or state law.
 - (g) Termination. An employee granted leave without pay must physically return to work to retrieve sick credit, but will be paid any vacation leave balance due if the employee terminates in accordance with the terms of this Manual.

106.9 Absence without Leave

Unauthorized leave not reported within 72 hours of the scheduled reporting time shall serve as notice of immediate resignation by the employee.

(a) Policy

It is the policy of the City to offer eligible participating employees who have exhausted all available leave balances the opportunity to receive additional leave benefits from a Catastrophic Leave bank for extended absences in the case of catastrophic illness or injury to the employee or eligible family member for an FMLA qualifying event.

(b) Procedure/Rule

1. Eligibility. All regular full-time employees are eligible to participate and contribute to the Catastrophic Leave bank. Eligible contributing employees must have successfully completed six (6) months of employment. An employee requesting catastrophic leave must be employed with the City of Anna for ninety (90) days and must be in good standing. Employees that are placed on a Performance Improvement Plan or have received any written disciplinary action within the past year of employment are not eligible to access the leave bank. Participation in the program is voluntary and must be requested in writing (Appendix A).

2. Minimum Contribution. Fulltime employees wishing to participate may contribute a minimum of two (2) hours of accrued vacation leave. The contribution for sick leave is a minimum of forty (40) hours. Contributions from sick leave will be credited at a rate of 50% to the Catastrophic Leave bank. Contributions will be credited to the Catastrophic Leave bank. Donated hours will not be distributed directly to the recipients leave bank but will be available as needed. Employees electing to participate must contribute hours from the sick or vacation accrual account. In such case that employees lack the necessary hours in their sick accrual account, employees may contribute from their vacation accrual accounts, if applicable. Compensatory time accrual is not eligible for contribution to the leave bank.

Employees contributing to the Catastrophic Leave bank, must retain no less than 50% of their annual sick and vacation accrued leave balance available after donation and must be in good standing.

3. Maximum Contribution. The maximum annual contribution to the Catastrophic Leave bank is eighty (80) hours per employee per calendar year.

4. Open Donation Period. The Human Resource Department will notify employees when there is an open period for donations. The notification will be based on the current need request by employees. The donation period will be open for thirty (30) days.

5. Contributions to the Catastrophic Leave bank may not be designated for use by any specific employee, to avoid quid pro quo, HIPAA violations, or any privacy concerns.

6. Leave cannot be traded, sold, bartered, etc. directly to any employees.

7. Time donated by an employee may not be recovered or recaptured. As recovering or recapturing donated time is an administrative burden, leave time donated to the bank will remain for future occurrences or incidents.
8. Employees that are terminated from the city are not eligible to donate sick or vacation hours to the catastrophic leave bank.
9. Employees that are not in good standing and have submitted a resignation are not eligible to donate sick or vacation hours to the catastrophic leave bank.
10. Employees that leave the city within good standing and successfully completed the probationary period are not eligible to donate accrued sick leave or vacation hours to the Catastrophic Leave bank.

(c) Definitions

1. Catastrophic Illness or Injury: Catastrophic illness or injury is defined as a serious health condition that affects the employee, or the employee's spouse, child or parent, which is unanticipated, non-job related, not self-inflicted, and requires an employee's absence without pay for a period of at least two weeks after all leave balances have been exhausted. This is further defined as those illnesses or accidents which require confinement in a hospital or accidents which require extensive medical care of an unforeseeable nature. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. Catastrophic illnesses shall not include elective surgery nor unforeseeable medical care rendered as a result of something other than injury or disease.
2. Catastrophic Leave Administration. All requests for Catastrophic Leave shall be reviewed by the Human Resources Department. A representative from the Human Resources Department will act as the primary administrator and contact for the program.
3. Leave Request Process. An employee making application for Catastrophic Leave must be made on the standard form provided by the Human Resources Department (Appendix A). Each application must include the standard FMLA form with a health care provider's signed statement. The request must include the health care provider's name, address and phone number. The forms shall be submitted to the Human Resources Department.

The maximum hours of Catastrophic Leave that may be requested and be granted is 480 in a calendar year. The guidelines set forth in the City of Anna Personnel Policy Manual continue to be applicable. The maximum hours of Catastrophic Leave that can be granted to a single employee is 960 hours in a lifetime.

4. Advance Notice of Need. Requests that are approved will not be granted retroactively. When possible, the employee should request catastrophic leave at least fifteen (15) working days prior to exhausting all paid leave.
5. Application Review. The Human Resources Department will review each application and ensure that each of the following conditions have been met:
 - (a) Employee is enrolled as a participant in the Catastrophic Leave bank. This does not guarantee that requested Catastrophic Leave will be granted to a participating employee.
 - (b) Employee's entire accumulated leave (holiday, sick, vacation, comp- time, etc.) has been exhausted. The leave balance must be zero (0) balance.
 - (c) Proper documentation is complete and is provided in a timely manner (Appendix A and standard FMLA form) and

(d) Requesting employee or immediate family member has a qualifying catastrophic illness or injury.

(e.) The Human Resources Department will inform the applicant of their decision in writing within five (5) days after the receipt of the application.

6. The Human Resource Department will inform the City Manager of request for leave. The City Manager's approval is final.

7. Employees may request donations in eight (8) hour increments only or greater if shift schedules are in larger increments, e.g. 10; 12; 24.

8. While an employee is receiving benefits from the Catastrophic Leave bank, he or she will not continue to accrue vacation time, compensatory time, sick leave, or personal holiday leave.

9. Catastrophic Leave that is granted and not used by the employee will revert back to the Catastrophic Leave Bank.

10. If a separation of employment occurs while an employee is utilizing Catastrophic Leave, the employee may not receive payment for the remaining balance of their Catastrophic Leave.

11. Ineligibility. A participating employee shall lose the right to obtain benefits from the Catastrophic Leave bank by:

(a) Termination of employment, including resignation, involuntary termination and retirement; or

(b) Refusal to comply with the policies and procedures set forth in the Human Resources Manual and/or this policy; or

(c) Determination of permanent disability by the U.S. Social Security Administration; or

(d) Accumulation of other city derived compensation, e.g. sick leave, vacation leave, etc; or

(e) Return to work after two (2) weeks in his/her normal status, at which time all unused granted leave by the bank shall be returned to the bank; or

(f) Compensation from short-term disability or long-term disability; or

(g) Currently on salary continuation for workers compensation.

12. Coordination with FMLA: In those cases where the employee is eligible for leave for a serious health condition which qualifies under both the Catastrophic Leave and FMLA, these benefits shall automatically run concurrently and be counted against the employee's entitlement to family medical leave.

CATASTROPHIC LEAVE REQUEST FORM

Employee Name: _____

Department Number: _____ Date: _____

I am requesting consideration for approval of Catastrophic Leave for the following reasons:

The standard FMLA form including an attending physician's signed signature must be attached to this request form.

I am requesting Catastrophic Leave until: _____

Available leave accruals were/will be exhausted on: _____

I understand that if I receive Catastrophic Leave it will count as leave under the City's FMLA policy.

Applicant Signature _____ Date _____

Department Director Signature _____ Date _____

For Human Resource Department Use Only:

☐ Approved ☐ Denied

Date: _____

Reason for Denial:

If approved, time period leave granted for: _____ Total hours
approved: _____

Human Resource Dept. Representative Signature

Date

Mental Health Leave for Peace Officers(a) Definitions

Traumatic event - an event, series of events, incident, or set of circumstances that is experienced by the employee, during the scope of employment, as physically harmful, emotionally harmful, or life threatening and that has the potential to cause lasting adverse effects on the employee's functioning and mental, physical, social, or emotional well-being outside of the typical setting for the position.

Traumatic events may include, but are not limited to, the following:

- (1) Major disasters which may include response to weather related events involving multiple
 - a. casualties; or explosions with multiple casualties; or search and recovery missions involving
 - b. multiple casualties;
- (2) Incidents involving multiple casualties which may include shootings or traffic accidents;
- (3) Line of duty death or suicide of a department member;
- (4) Death of a child resulting from violence or neglect;
- (5) Officer(s) involved shooting of a person.

(b) Eligibility and Applicability

- (1) This policy is applicable to employees who are employed for the purpose of acting as peace officers, as defined by the Texas Commission on Law Enforcement (TCOLE), for the City of Anna.
- (2) This provisional policy takes effect September 1, 2021 (Texas G.C 614.015), and may be later updated by the City.
- (3) This policy allows the use of mental health leave for those eligible peace officer employees who experience a traumatic event in the scope of employment.
- (4) Employees who meet all eligibility requirements are entitled to up to three calendar days per calendar year of mental health leave.
- (5) Mental health leave beyond three days will be reviewed to determine if the leave is an FMLA-qualifying reason.
- (6) Approved mental health leave will be paid leave that does not utilize accruals or cause a deduction in salary.
- (7) If mental health leave is not requested by an employee during the 12 months following the traumatic event, the employee will not be compensated for unused time. This time does not roll over or accumulate over calendar years and will not be paid out upon separation from employment with the City.

(c) Process

- (1) If eligible, an employee, or supervisor on their behalf if requested by the employee, may request Mental Health Leave in writing through a memorandum to the Human

Resources Director within two days of the traumatic event. The request must be accompanied by an authorization from the employee for the City to access information from the employee's treatment providers as necessary for implementation of this policy.

- (2) Notice of intent to utilize mental health leave should be given immediately upon a determination of need.
- (3) If the City determines that leave is being taken for an FMLA-qualifying reason, the City shall notify the employee in writing and generally within five business days of the determination.
- (4) Human Resources will provide reasonable assistance regarding obtaining mental health services and contacts for the employees who have been approved for mental health leave.
- (5) Approved leave will run concurrently with FMLA under appropriate circumstances. This means that use of mental health leave will count against the employee's 12 week annual allotment of FMLA leave.
- (6) Prior to returning to work, the City may request the employee to submit to a fitness for duty as a requirement in order to return to work. Fitness for duty certifications will be required whenever an employee indicates any inability to fully perform any portion of their assigned job description due to experiencing a traumatic event.
- (7) The employee is required to authorize the City's Human Resources Department their status with the psychologist including: status regarding their ability to return to work; additional care or treatment that is considered necessary; timeframes regarding the care expected or needed necessitating absence from the workplace; and status updates that provide a depiction of the employees ability and competency to complete their position's requirements, attendance.
- (8) If an employee wants to contest a denied mental health leave request, they may do so in writing to the Director of Human Resources within 3 business days of receiving the denial. They may appeal the decision of the Director of Human Resources to the City Manager in writing within 3 business days of receiving the denial. The decision of the City Manager shall be final.
- (9) Once the employee's mental health leave allotment under this policy has been exhausted, additional leave outside of this policy may be available through FMLA, which may be paid or unpaid as dictated by the City's FMLA policy and the employee's accrued leave balances.

(d) Anonymity

- (1) The memorandum submission will only be sent to the employee's department or division head and the Director of Human Resources, in order to maintain anonymity for the employee.
- (2) Memorandum submission will only be used in order to process the employee's request, including: leave request review, medical professional assistance, and other items pertaining to the review and execution of mental health leave for peace officers.
- (3) Status of the employee, if mental health leave is granted, will only be conveyed to necessary members of the Human Resources Department for processing, the employee's department or division head, and the City Manager.
- (4) Approved leave and the nature of the requested leave will not be reflected, expressed,

or conveyed to employees, outside of those individuals listed above, except as necessary in order to process the claim.

(5) Use of mental health leave by an individual will be kept confidential to the extent possible with only those on a need-to-know basis.

106.12 Public Safety Paid Quarantine Leave

- (a) Purpose: To provide paid quarantine leave to the City's Public Safety employees as required by and in accordance with Texas Local Government Code, §180.008. The City provides paid quarantine leave for all employees who are certified and employed by the City as a firefighter, police officer, paramedic, and/or certified EMT (together "Public Safety employees") in accordance with state law and this policy.
- (b) Eligibility. Paid quarantine leave will be provided to Public Safety employees when they are ordered by their supervisor (through the chain of command) or the City's Health Authority (Collin County) to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. Paid leave for scheduled work time missed due to quarantine will be provided for the duration of the quarantine period.
- (c) The City's Health Authority. Collin County is the City's Health Authority and will determine when a threat of a highly communicable or a life-endangering disease is immediately present and may release quarantine orders or protocols for Public Safety employees to follow. If this occurs, Department supervisors will confer with the HR Director to allow for the use of paid quarantine leave based on the health authority's orders/protocols for appropriately dealing with the disease and/or prevention of community spread. Public Safety employees will be released from quarantine leave based on guidance from the local health authority.
- (d) Required Notification by Employees. You must immediately notify your supervisor (or next in line in your chain of command if your immediate supervisor is unavailable) and the HR Director:

 - (1) Of any known or possible on duty exposure to a communicable disease.
 - (2) If you test positive for a communicable disease (you must provide your test results).
- (e) Benefits While on Leave. Employees on paid quarantine leave continue their eligibility for all employment benefits and compensation, including leave accruals, pension benefits, and group health insurance coverage for the duration of the leave. While on paid quarantine leave, the employee's paid leave balances will not be reduced.
- (f) Reimbursement for Expenses. When applicable, employees ordered to quarantine may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs. Employees must obtain written approval for reimbursement from their Department Head and the HR Director prior to incurring quarantine expenses. Timely submission of receipts and other appropriate documentation of expenses is required. See City's Travel & Expense Reimbursement Policy for additional information on meal reimbursement, allowable and non-allowable expenses, etc.
- (g) Lodging During Quarantine. It is expected that most employees will stay at their primary residence (i.e., the employee's home address on file with HR) during quarantine leave. If an employee is unable to effectively distance from other household members at their primary residence and they want to quarantine elsewhere they may, with proper authorization, elect to stay at either of the following locations:

- (h) A hotel in McKinney (or other location) that the City has arranged to provide accommodations for City employees ordered to quarantine, or
- (i) Another location available to the employee where distancing can be maintained, e.g., a second home or RV.
- (j) You must obtain written permission from both your Department Head and the HR Director if you choose to quarantine away from your primary residence.
- (k) Expectations During Quarantine. During quarantine, employees are expected to restrict their activities and limit actions that may put them in contact with others. This means that while necessary trips to a testing facility, doctor, or other health care provider are permissible, other activities and/or travel away from your approved quarantine location are prohibited. You must obtain written permission from both your Department Head and the HR Director if you want to quarantine away from your primary residence or if you want to travel away from your approved quarantine location. Additional expectations:
 - (1) Stay at home (or at other approved location). Only leave to get needed medical care or to be tested.
 - (2) If staying at home or other shared areas, separate from others (unless they are also in quarantine).
 - a. Stay in a separate room from other household members, if possible.
 - b. Use a separate bathroom, if possible.
 - c. Avoid common areas, contact with other household members, and pets.
 - d. Do not make or serve food to others. If you are the sole caregiver and must prepare and/or serve food to others, wear a mask and wash your hand frequently.
 - e. Don't share personal household items, like cups, towels, and utensils.
 - f. Do not allow non-essential visitors.
 - g. If you must be in the same room with someone else:
 - i. Everyone should wear a mask.
 - ii. Keep 6 feet away.
 - iii. Open windows or use a fan or air conditioner in shared spaces.
 - iv. If sharing a bathroom, disinfect after use.
 - (3) Monitor your symptoms and your health. Take care of yourself. Get rest and stay hydrated. Seek medical care when needed, but call first except in an emergency.
 - (4) When getting medical care or traveling to a testing location:
 - a. Avoid public transportation, ride-sharing, and taxis.
 - b. Use a private car if possible.
 - c. If you cannot drive yourself, keep as much distance between yourself and the driver and keep the windows down.
 - d. Have others shop for food and other necessities.
 - (5) If you do not have someone to help you, arrange for food and other supplies to be left at your door.
 - (6) Use common sense and take steps to prevent others from getting infected.
- (l) Public Safety employees are required to use appropriate PPE as set out in their Department's internal directives, policies, and procedures in order to reduce the risk of a possible exposure to COVID-19. Employees with a possible or known exposure to COVID-19 will be tested in accordance with Collin County's testing orders/protocols for Public Safety employees. If you test positive for COVID-19, HR will notify the City's workers' compensation provider. (The absence may also be designated as FMLA.) Normally, the

quarantine period for COVID-19 is 10 days; if, however, you test positive for COVID-19, the quarantine period may be extended in increments of 3 days to allow for additional testing. Employees must submit to all testing required by the City. (Note: The City's COVID-19 testing and quarantine requirements are subject to change without a formal amendment to this policy.)

- (m) During quarantine, employees who have the ability to work from home (or other approved quarantine location) based on their job duties may be required to do so.
- (n) Employees must timely provide documentation requested by the City in support of their need for leave, including but not limited to test results and proof of an order to quarantine.
- (o) Violation of quarantine expectations and other requirements of this policy will likely result in disciplinary action, up to and including termination of employment. Violations may also result in the employee being denied paid leave and/or other benefits provided in this policy.

City of Anna
Personnel Policy Manual
Section 107. Family Medical Leave

107.1 Definitions

The City will provide Family Medical Leave in accordance the terms and conditions prescribed by state and federal law and these policies. The following definitions are provided for ease of reference and employees should refer to the Family Medical Leave Act ("FMLA") for more complete or updated information. If the following definitions conflict with the definitions set forth in the FMLA, the definitions in the FMLA shall control to the extent of the conflict.

- (a) Child. A biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis. The child must be under 18 years of age, or 18 years of age or older, but incapable of self-care because of a mental or physical disability.
- (b) Covered Servicemember.
 - (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
 - (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (c) Eligible Family Member. An Eligible Employee's child, stepchild, parent, stepparent and spouse. The term "parent" does not include a parent "in-law."
- (d) Health Care Provider.
 - (1) Includes doctor of medicine or osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, clinical social worker, Christian Science practitioners (if listed with the First Church of Christ, Scientist in Boston, Massachusetts), and any health care provider recognized by the City or City's group health plan benefits manager. These health care providers must be authorized to practice in the state in which the provider practices and be performing within the scope of their practice as defined under state or federal law.
 - (2) This term also includes a health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.
- (e) Outpatient status. The status of a member of the Armed Forces assigned to:
 - (1) a military medical treatment facility as an outpatient; or

- (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- (f) Serious Health Condition. Includes an illness, injury, impairment, or physical or mental condition that involves any of the following:
- (1) Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;
 - (2) A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
 - (3) Any period of incapacity due to pregnancy, or for prenatal care;
 - (4) Any period of incapacity (or treatment therefore) due to a chronic serious health condition;
 - (5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - (6) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated.
- (g) Serious injury or illness.
- (1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in subsection (b)(2), above, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

107.2 Eligibility

- (a) Subject to subsection (h), below, and only to the extent that an employee is an "eligible employee" under this section 107 and under 29 U.S.C. § 2611 (Family Medical Leave Act), the City will provide up to twelve weeks of unpaid leave in a twelve-month period. This benefit will be offered to eligible employees for the following reasons:
- (1) Birth of a child;

- (2) Upon placement with the employee of a child for adoption or foster care;
 - (3) Care of an eligible family member;
 - (4) The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - (5) Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation. A list of qualifying exigencies is available from the U.S. Department of Labor (Wage and Hour Division); and
 - (6) Any other reason if required under federal law.
- (b) Time taken under (a)(1) or (a)(2) must be completed within twelve months of the occurrence.
- (c) An employee who is the spouse, child, parent, or next of kin of a covered servicemember with a serious injury or illness may be eligible for up to 26 work weeks of unpaid leave during a 12-month period to care for that servicemember (Military Caregiver Leave). Employees who need further information on this type of leave should contact the U.S. Department of Labor (Wage and Hour Division).
- (d) Employees must have worked for the City at least twelve months and must have worked for the City at least 1,250 hours during the twelve months prior to the request for leave under the FMLA. In determining whether or not an employee has worked for the City for the required twelve months, all time worked for the City will be counted (even if in nonconsecutive periods). In determining the amount of leave available to an employee, the City will consider any leave under the FMLA taken in the twelve (12) months prior to the date the requested leave is to begin.
- (e) If both the employee and the employee's spouse are employed by the City, family leave may be limited to a total of 12 workweeks combined if the reason for FMLA leave is for: birth and care of a child; for the placement of child for adoption or foster care, and to care for the newly placed child; or to care for an employee's parent who has a serious health condition. As an example of how this limitation may work, during a 12-month designated period, the married couple took 12 weeks combined (mother/wife took 10 weeks, father/husband took 2 weeks) for the birth and care of the newborn child. The mother/wife would have two workweeks of FMLA leave to care for her own serious health condition or that of her or child or spouse. The father/husband would have remaining 10 weeks of leave to care for his own serious health condition or that of his spouse or child. Since this married couple used 12 workweeks of FMLA leave for the birth and care of the newborn child, no additional FMLA leave may be taken to care for the parent with a serious health condition by either spouse in the remaining 12 months.
- (f) Most employees taking leave under the FMLA will be allowed to return to the same or equivalent position upon returning to work. Certain salaried employees meeting the FMLA definition of "key" employees may be denied reinstatement to employment when the City believes it would cause substantial and grievous economic injury to its operations. If any "key" employee is to be denied reinstatement, the City will provide the employee with written

notice of: his/her status as a “key” employee and the reasons for denying job restoration. In such circumstances, the “key” employee will be provided a reasonable opportunity to return to work after provision of the notice.

- (g) Any employee taking family and medical leave due to their own serious health condition may be required to provide a completed Notice of Intent to Return from Leave form (refer to Appendix A-6).
- (h) Exclusion. Notwithstanding any other provision in this Manual, an employee is not eligible for FMLA leave if employed at a worksite at which the City employs less than 50 employees if the total number of employees employed by the City within 75 miles of that worksite is less than 50.

107.3 Continuation of Medical Benefits

- (a) While the employee is on family medical leave, the City will continue to provide the employee with health benefits. These benefits will be provided to the employee under the same conditions as if the employee was actively working. The employee must continue to pay applicable premiums, co-payments, deductibles and other out-of-pocket expenses (including premiums for dependent coverage, if any).
- (b) Any employee taking leave under the FMLA must work with the Director of Human Resources to determine a written schedule for paying insurance benefit premiums. The meeting shall take place prior to the employee taking family medical leave. When an employee is placed on unpaid leave under the FMLA, the City will continue eligible employees’ health care benefits including medical benefits. During the period of unpaid leave, the employee receives the same benefits and has the same payment obligations as employees who are working. This means that employees on unpaid leave must make arrangements with the Director of Human Resources to continue paying the employee share of premiums, if any. A 30-day grace period for payment of premiums will be provided before coverage is affected.
- (c) An employee who is on unpaid leave under the FMLA and chooses not to pay, or agrees but fails to pay, insurance premiums, shall have insurance benefits cancelled for non-payment of insurance premium. An employee whose insurance benefits are cancelled (due to non-payment of premium) shall, upon returning to work (full-time), have insurance benefits restored as if there was no break in coverage. Insurance benefits for the employee will be restored without the employee having to meet any qualifications, take a physical examination or satisfy pre-existing conditions.
- (d) The City will cease to make health benefit payments if and when an employee informs the employer of any intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The City may, at its option, cease to make health benefit payments on behalf of an employee if the employee’s premium payment is more than 30 days late. If the City anticipates terminating health benefit payments on this basis, the employee will receive written notice advising that coverage will cease if payment is not received at least 15 days in advance of the City’s cessation of health benefit payments.

- (e) The City may require any employee who fails to return to work after using family medical leave to reimburse the City for any insurance premiums paid by the City to maintain the employee's dependent health coverage.

107.4 Notification

- (a) Employees are required to give 30 days' notice (when possible) to their supervisor of the intent to take leave under the FMLA. If 30-day notice is not possible, notice should be provided immediately upon a determination of need. Employees should provide at least verbal notice within two business days of learning of the need to take FMLA leave. The employee must provide sufficient information to make the City aware of the need for FMLA leave and the anticipated timing and duration of the leave. If an employee seeks leave for an FMLA-qualifying reason for which the employer has previously provided the employee with FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.
- (b) If the City determines that leave is being taken for an FMLA-qualifying reason, it shall notify the employee that the leave is designated and will be counted as FMLA leave. Such notice will be in writing and generally provided within five business days of the determination.

107.5 Medical Certification

- (a) Any employee requesting family medical leave for a serious health condition of the employee or of an eligible family member shall complete a Certification of Health Care Provider form (refer to Appendix A-7). Employees have at least 15 calendar days of the request for FMLA leave, but not more than 20 calendar days to obtain and submit to the Human Resource Administrator the required medical certification. The certification form must be completed by the patient's health care provider(s) and must contain at least the following:
 - (1) Date condition began;
 - (2) Probably duration of condition;
 - (3) Appropriate medical facts about the condition; and
 - (4) Statement that the employee is needed to care for the ill family member or, in the case of their own illness, is unable to perform their job.
- (b) The City may require a second opinion from a health care provider of its choice at its own expense. If the opinions of the two health care providers conflict, the City may require, at its expense, a third medical opinion from a health care provider mutually agreed upon by the employee and the City. The third opinion shall be considered final and binding on both the employee and the City.
- (c) The City will not require a second or third opinion of certification, or require recertification, of a covered servicemember's serious injury or illness, or of a qualifying exigency. The City may, at its option, contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

- (d) To protect the employee's privacy, the certifications will be treated as confidential medical records and will be disclosed on a strict need-to-know basis.

107.6 Reduced Work Schedule

- (a) Any employee placed on a reduced/intermittent work schedule while on leave under the FMLA must provide their department head with a completed certification form (refer to Appendix A-7). The medical certification must be completed by the patient's health care provider. The form shall state that intermittent leave is medically necessary and must specify the approximate length of time the employee will be on a modified work schedule.
- (b) When an employee requests intermittent leave or a reduced work schedule, the employee may be temporarily transferred to alternative positions with equivalent pay and benefits. The purpose of the transfer is to better accommodate recurring leave periods.

107.7 Use of Paid Leave

- (a) Accrued sick and vacation leave or other accrued paid leave must be used concurrently with unpaid leave under the FMLA (administrative leave without pay). If the City substitutes paid leave for unpaid FMLA leave, it may be counted against the 12-week FMLA entitlement if the employee is notified of the designation when the leave begins.
- (b) In the case of family and medical leave, the Department Head shall send notification to the employee, with a copy to the Director of Human Resources designating the time off as leave under the FMLA.

107.8 Parties' Responsibilities

- (a) Employee.
 - (1) Notify the City of any needed leave required due to a Serious Health Condition. If the employee fails to notify the City of the reason for leave, the leave may only be retroactively designated as FMLA leave if the City is notified of the designation while the leave is in progress or within two business days of the employee's return to work. However, retroactive designation is not available if the employee's failure to notify the City of the reason for leave resulted in the employee's separation of employment from the City under circumstances in which the City had no actual notice that the leave was required for a Serious Health Condition.
 - (2) Employee on leave under the FMLA may be required to report their medical status and/or intent to return to work or expected date of return to their Department Head at least every two weeks.
 - (3) Other responsibilities as set forth in this Section 107.
- (b) Department Head.
 - (1) Requesting leave under the FMLA and designating the same is a process that requires interaction by the employee and Department Head. Because employees may not always use the specific terms "leave under the FMLA" or "family and medical leave," upon the employee's request for leave, it is the responsibility of the employee

to discuss the reason(s) for the leave and the Department Head to determine whether they meet FMLA guidelines. As soon as possible, the employee shall inform their Department Head of a need to take leave under the FMLA an Application for Family and Medical Leave shall be completed (refer to Appendix A-8). Department Heads should review the circumstances of the leave to determine if it should be considered family medical leave.

- (2) At the time an employee begins taking leave that would qualify as family medical leave, the Department Head should notify the employee in writing, that the leave will be treated as leave under the FMLA. The Department Head shall record when the leave began and how long it is expected to last.
- (3) It is the responsibility of the Department Head to track the family medical leave that their employees take. If an employee requests leave for family and medical purposes that necessitate time off without pay (i.e., all applicable accrued paid time has been exhausted), the Department Head must generate a Personnel Action Form (PAF), indicating in the PAF "Comments" section that the leave without pay is for family and medical purposes. The employee should be given a copy of the PAF designating the time off as unpaid family medical leave. If an employee has taken leave for family and medical purposes within the prior twelve months, this should be noted in the "Comments" section, along with the dates the leave was taken. This will document that the total amount of leave under the FMLA (unpaid in addition to paid) does not exceed the 12-week maximum.

NOTE: Use of the PAF is mandatory for unpaid family medical leave. In some cases, employees may have more than 12 weeks paid time accrued. Because the City's leave policy is more generous than what FMLA requires, paid leave in excess of twelve (12) weeks is not a concern unless unpaid leave is also required.

- (c) The City. The City, as employer, shall not use the taking of FMLA leave as a negative factor in employment actions such as hiring, promotions, or disciplinary actions. The City will not count FMLA leave under any "no fault" attendance policy currently in place or which may be enacted in the future.

107.9 Coordination with Workers' Compensation Benefits

In those cases where the employee is eligible for leave for a serious health condition which qualifies under both the FMLA and Workers' Compensation (WC), these benefits shall automatically run concurrent. This coordination shall occur in circumstances such as when an employee sustains a serious work related injury resulting in hospitalization, or misses more than three workdays (in excess of 4 hours a day) due to a compensable work related injury. Coordination shall occur as follows:

- (1) Notification Procedure. The injured employee must submit a completed incident report to the Director of Human Resources. This report shall be submitted within 24 hours and will serve as official notification to the Director of Human Resources that an incident has occurred. Upon receiving the completed incident report the Director of Human Resources shall notify the employee's Department Head of a qualifying WC claim and will designate the employee's lost time as leave under the FMLA (if applicable). If such injury is designated as leave under the FMLA the Department Head shall notify the employee in writing within two business days of such

designation. The time of absence will be deducted from the employee's available family and medical leave.

- (2) Light Duty Position. The City may not require employees who are using leave under the FMLA and WC leave concurrently to accept a light duty position recommended by the physician treating the employee for the WC injury if the employee is still eligible for and wants to utilize any leave under the FMLA. However, an employee who declines the City's offer for light duty work will lose their right to collect WC benefits. Once WC benefits cease, the City will require the employee to use accrued paid leave (e.g. vacation, sick, etc.) before unpaid leave may be used.
- (3) Payment of Workers' Compensation Benefits. At no time shall any employee be allowed to collect Workers' Compensation benefits and sick/vacation leave benefits equal to more than 100% of employee's normal rate of pay.

107.10 Temporary Replacements

If, due to business necessity, the department needs to fill the position during the leave period, authorization may be requested from the City Manager for the hiring of a temporary employee.

City of Anna

Personnel Policy Manual

Section 108. Employee Communications Policy

108.1 Open Communication/Open Door

- (a) It is the City's goal to maintain approachable, open-minded, two-way communication at all levels between all City employees and to improve the quality and efficiency of City services. All employees are encouraged to participate in a free and uninhibited exchange of questions, suggestions and information which may improve municipal service, safety, employee performance and morale, efficiency, cost effectiveness, effective maintenance or public relations: anything that will enable us to do a better job.
- (b) Employees are strongly urged to first discuss the issue of concern with their immediate supervisor; however, when unusual circumstances merit departure of the normal chain of command, employees may contact anyone in the City administration structure, including the City Manager, to answer their questions or concerns.

108.2 Privacy Expectations

- (a) All employees are responsible for maintaining a level of confidentiality that will preserve an environment that supports sincerity, honesty, and ethical behavior. City employees shall not use their position to secure official information about any person or entity for any purpose other than the performance of official responsibilities. Additionally, a City employee shall not intentionally or knowingly disclose any Confidential Government Information gained by reason of the employee's position.
- (b) Subsection (a) does not prohibit:
 - (1) the reporting of illegal or unethical conduct to authorities designated by law; or
 - (2) any disclosure, not otherwise prohibited by law, in furtherance of public safety.
- (c) "Confidential Government Information" as used in this section includes:
 - (1) all information held by the City that is not available to the public under the Texas Public Information Act;
 - (2) all information held by the City that is available to certain persons based only on the person's special right of access as applies under the Texas Public Information Act;
 - (3) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act; and
 - (4) any information protected by client-attorney privilege, attorney work product, or other applicable legal privilege.

- (d) As City employees supported by public funds, employees should not expect privacy in their work facilities, workstations, and/or anything that belongs to the City used to produce that work.
- (e) If an employee has questions about whether certain information is considered confidential, please contact your superior or the Director of Human Resources.

108.3 Telephone Usage

If requested, department heads shall be responsible for producing logs of long distance telephone calls and for assuring that they are only made for necessary City business. Telephones should be answered promptly and courteously. Personal calls shall be limited so as to not interfere with City business.

108.3.1 Personal Use of City Provided Cell Phones

- (a) Employees are responsible for exercising good judgment regarding the reasonableness of personal use. City cell phones are to be used for City business. (Occasional personal use is permitted as long as it does not exceed the total monthly allocation.) Employees are subject to the rules set forth below in Section 108.03.3 when using City cell phones for personal use.
- (b) When personal calls cause the monthly plan minutes to be exceeded, employees shall reimburse the City for the total amount in excess of the normal monthly bill.
- (c) The smallest cell phone plan available that accommodates the business needs shall be utilized at all times. If the business needs of the employee require a cell phone contract based on unlimited monthly use, the employee is required to reimburse the City for monthly personal calls. The reimbursement rate will be 20% of the total monthly bill.

108.3.2 Cell Phone Issuance

- (a) Issuance of a city cell phone must have the approval of the City Manager or his/her designee. City positions will be evaluated on a case-by-case basis by the City Manager's office and department directors. If a city position has been approved for issuance of a city cell phone the city equipment will be supplied by the Information Technology Director.
- (c) Employees are advised that records related to calls made on city issued cell phones are public information. Information related to telephone numbers called, time and date, and length of calls ordinarily may be obtained through the Open Records Act except in narrowly defined circumstances. Employees are advised and should be aware of the fact that cellular calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cellular phone conversations without the consent of one of the parties to the conversation. A party to the conversation can legally monitor or record the conversation.

108.3.3 Use of Personal Cell Phones

- (a) The City recognizes that many employees have cell phones that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City, as set forth in Section 108.03.1 and 108.03.2. The use of an employee's personal cell phone—including but not limited to cell phones with functions such as cameras and video and audio recorders—at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's job performance. Use of personal cell phones should not be used in areas that are accessible to the public, such as the front desk, or in the presence of a customer. An employee may not photograph or otherwise record any event or situation that would constitute confidential information, as that term is defined in Section 101.01.1, without obtaining the advance permission from the employee's department head or the City Manager. An employee may not photograph or otherwise record any activity or event during work hours, without obtaining the advance permission from the employee's department head or the City Manager, unless the employee's work assignments include duties that would require taking photographs or recordings in the performance of their official responsibilities, in which case any such photographs or recordings are the property of the City.
- (b) Cell phone use that violates any City policy, including but not limited to the policy on sexual and other unlawful harassment, will be subject to disciplinary action, up to and including termination.

108.4 Electronic Communications Policy ¹

(a) Generally.

- (1) The City may provide computer networks, intranet and internet access, email, telephones, pagers, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as "electronic communications systems" or "systems."
- (2) The City systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City's electronic communications systems and, to a certain degree, use of employee's personal computers or electronic communications devices used during performance of City business.

¹ Notwithstanding any provision of this Manual to the contrary, this Electronic Communications Policy shall not apply to employees, including peace officers, to the extent that applying the policy would effectively: (1) require the employee to disclose information that is made confidential by law to a person who is not authorized to receive same; (2) interfere with a peace officer's lawful attempts to enforce the law or to investigate, detect or prevent criminal activity; or (3) otherwise violate an applicable state or federal law or regulation. If an employee has any questions about the applicability of this policy, they should consult with their supervisor, their department head, or the Human Resources Director. See also Section 116.02 of this Manual.

- (3) This policy applies to all City employees, contractors, volunteers and other representatives of the City who use the City systems. The City systems must be used in a professional, responsible, efficient, ethical and legal manner and in a manner that does not unreasonably disrupt the working environment.
 - (4) The City owns the rights to all data and files stored in the City's electronic communications systems to the extent that such rights are not superseded by applicable laws relating to intellectual property.
- (b) Employee Consent. By accepting employment with the City, employees expressly consent to the collecting, reading, cataloguing, or other monitoring of electronic communications stored on the City's electronic communications systems, regardless of whether the City systems are being used for City business or non-City business. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than City systems or the City-provided Internet access.
- (c) Acceptable Use.
- (1) Acceptable uses of the City's systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user's job responsibilities, subject to the exception set forth in the following paragraph (2). Employees who use the systems are encouraged to develop uses which meet their individual job-related needs and which take advantage of the City's electronic communications systems. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.
 - (2) Users must understand that use of the City's electronic communications systems is a privilege. Minimal personal use of the internet or email and other electronic communications systems is allowed under this policy as long as such use is not excessive, does not impede job performance or the performance of City business, and does not result in any unauthorized expenses or charges to the City. The City is not responsible for personal communications sent or received on City systems, or for maintaining the confidentiality of such communications.
 - (3) The City reserves the right to monitor employee email and internet usage stored on the City's electronic communications systems, including the right to monitor electronic mail messages (including personal/private/instant messaging and text message systems) and their content, as well as any and all use by employees of the internet and computer equipment used to create, view, or access email and Internet content where such content is stored on the City's electronic communications systems.
- (d) Prohibited Uses and Rules Governing City Systems include:
- (1) The use of video, audio, image, storage, etc. can put a strain on the available resources of the City systems and bandwidth. The City reserves the right to prohibit or limit any bandwidth limiting activities. The City also reserves the right to require a review of any usage that is discovered to have strained the City's resources. Employees found to violate this policy will be subject to the disciplinary process.

- (2) Distributing or otherwise using profanity, obscenity, or other language or content which may be offensive or harassing to other coworkers or third parties.
- (3) Accessing, displaying, downloading, or distributing sexually explicit material.
- (4) Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- (5) Copying, use, distribution, or downloading commercial software onto City systems in violation applicable licensing agreements or of copyright law.
- (6) Using City systems for financial gain or for any commercial activity unrelated to City business.
- (7) Using City systems in such a manner as to create a security breach of the City systems or network.
- (8) Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual preferences.
- (9) Transmitting or sharing information regarding a coworker's health status without his/her permission.
- (10) Expressing opinions or personal views that could be misconstrued as being those of the City.
- (11) Expressing opinions or personal views regarding management of the City or other political views that are unreasonably disruptive to the work environment.
- (12) Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- (13) Playing games or gambling.
- (14) Initiating, propagating, forwarding, or recklessly handling of chain e-mail, unsolicited advertising materials, or other "spam."
- (15) Tampering with, or alterations to, electronic mail messages without the sender's permission; including but not limited to placement of unauthorized attachments or content on another's electronic mail message or computer equipment.
- (16) Unauthorized access to or hacking into City systems.

(e) Responsibility.

- (1) All users that are issued access to City systems and accounts are responsible at all times for its proper use, regardless of the user's location. The City provides and maintains these systems are designed to assist in the conduct of City business. All transmissions created, sent, received, retrieved or accessed and that are stored on

City systems are considered property of the City and may be subject to disclosure as public information. Every employee has the responsibility to maintain and enhance the City's public image with the proper use of City systems in a professional and productive manner.

- (2) Employees may only use software approved or provided by the City. Additionally, the software must be installed in compliance with procedures as established by the City Manager and the technology department head. To prevent computer viruses, there will be no unauthorized downloading of any software. Each City employee is responsible for his or her computer files and for seeing that the following precautions are in place to limit the City's possible exposure and damage from computer viruses as follows:
 - (i) Virus detection software has been purchased by the City and installed on all computers and the servers. The virus detection application will be set to automatically scan the computer and scan any hard disks and any removable media (e.g. CD, DVD, flash drive, external storage drive, etc.) and all of the files on such devices to be read, moved, or copied onto the City-assigned computer.
 - (ii) No employee shall disrupt, "turn-off" or tamper with the City-assigned computer virus detection application.
 - (iii) Any employee who identifies a virus or a problem with or absence of the virus detection software on a City-assigned computer or anywhere else on the City's system shall immediately notify his or her supervisor and the finance department.
 - (iv) City employees shall make every effort not to read, move or copy files from any removable media received from an unknown source.
 - (v) City employees shall make every effort not to read, move or copy files from any removable media that has not been professionally recorded unless the source of the media is well-known and reasonably trustworthy and the content of the media is believed to be solely related to City business or City functions.
 - (3) All computer files that are required to be maintained by the City shall be stored or saved to a network drive on the City system and backed up on a regular schedule via the chosen method and network backup software.
 - (4) The City reserves the right to change policies as it relates to the City's electronic communications systems and its use at any time and as may be required by changing circumstances. It is therefore the responsibility of all employees to ensure full knowledge of the City systems use policies. Violations of the policy and its guidelines may result in the loss of use privileges and disciplinary action, up to and including termination.
- (f) No Right of Privacy/Monitoring.

- (1) All passwords used for any City systems are to be on file with the network administrator designated by the City Manager. These will be kept confidential and only used for security or investigative purposes.
 - (2) Users of City systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. The Internet itself is not secure. To ensure proper use of City systems, the City will monitor same.
 - (3) The City may use software in City systems that allows monitoring by authorized personnel or programs and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on City systems is electronically stored and subject to inspection, monitoring, evaluation, and City use at any time. Further, to the extent permitted under applicable law, employees who use City systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege waive whatever right they may have to assert such confidentiality or privilege from disclosure as a term and condition of City employment.
 - (4) The City Manager or their designee reserves and intends to exercise the right to review, audit, intercept, access and disclose all transmissions created, received, sent, retrieved or accessed on the City systems to assure that the City's resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. The City systems may be checked periodically for business reasons, without permission from the employee in each instance, and the employee, as a term and condition of employment with the City, hereby fully consents to any and all such periodic checks.
- (g) Filtering. The City may use software to filter Internet and instant message content for all employees. This software may prevent access to informational content or reduce said access. Unauthorized modifications or workarounds as relates to such filters are prohibited.
- (h) Copyright Restrictions. Any software or other material, including music, downloaded to City systems may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from a department head is required before introducing any software into the City systems. Employees may not download entertainment software, games or any other software unrelated to their work.
- (i) Public Information. Employees are advised that any data or electronic information could be subject to release in accordance with the Public Information Act of the State of Texas. Employees must take appropriate measures to keep their private information secure.

108.4.1 Social Media Policy

- (a) Policy Statement. Whether or not an employee chooses to create or participate in a blog, wiki, online social network or any other form of online publishing or discussion is his or her own decision. However, the City recognizes that emerging online collaboration platforms are fundamentally changing the way individuals and organizations communicate, and this

policy is designed to implement policy and offer practical guidance for responsible, constructive communications via social media channels for employees.

The same principles and guidelines that apply to the activities of employees in general, as found in this Manual, apply to employee activities in social media channels and any other form of online publishing.

In general, what an employee does with respect to social media on their own time is their own business. However, activities in or outside of work that affect your job performance, the performance of others, or the City's governmental functions are a proper focus for City policy.

(b) Definitions.

- (1) *Social Media Channels* - Blogs, micro-blogs, wikis, social networks, social bookmarking services, user rating services and any other online collaboration, sharing or publishing platform, whether accessed through the web, a mobile device, text messaging, email or any other existing or emerging communications platform.
- (2) *Social Media Account* – A personalized presence inside a social networking channel, initiated at will by an individual. YouTube, Twitter, Facebook and other social networking channels allow users to sign-up for their own social media account, which they can use to collaborate, interact and share content and status updates. When a user communicates through a social media account, their disclosures are attributed to their User Profile.
- (3) *Social Media Disclosures* - Blog posts, blog comments, status updates, text messages, posts via email, images, audio recordings, video recordings or any other information made available through a social media channel. Social media disclosures are the actual communications a user distributes through a social media channel, usually by means of their social media account.
- (4) *External vs. Internal Social Media Channels* – External social media channels are social media services that do not reside at a domain. Internal social media channels are located at a City-owned domain, require a password to access and are only visible to employees and other approved individuals.
- (5) *User Profile* – Social Media Account holders customize their User Profile within a Social Media Channel with specific information about themselves which can be made available others users.
- (6) *Copyrights* – Copyrights protect the right of an author to control the reproduction and use of any creative expression that has been fixed in tangible form, such as literary works, graphical works, photographic works, audiovisual works, electronic works and musical works. It is illegal to reproduce and use copyrighted material through social media channels without the permission of the copyright owner.
- (7) *Controversial Issues* – Issues that form the basis of heated debate, often identified in political campaigns as wedge issues, since they provoke a strong emotional response. Examples include political views, health care reform, gun control and

abortion. Religious beliefs may also be controversial, particularly to those intolerant of beliefs different from their own.

- (8) *Official Content* – Publicly available online content created and made public by the City verified by virtue of the fact that it is accessible through the City's website.
- (9) *Tweets and Retweets* – A tweet is a 140 character social media disclosure distributed on the Twitter micro-blogging service. Retweets are tweets from one Twitter user that are redistributed by another Twitter user. Retweets are how information propagates on Twitter.

(c) Objectives.

- (1) Establish practical, reasonable and enforceable guidelines by which employees can conduct responsible, constructive social media engagement in both official and unofficial capacities.
- (2) Promote a safe environment for employees to share subject matter expertise that is not proprietary and earn management's recognition for the outstanding use of social media for business.
- (3) Prepare the City and its employees to utilize social media channels to help each other and the community that the City serves, particularly in the event of a crisis, disaster or emergency.
- (4) Protect the City and employees from violating local, state or federal rules, regulations or laws through social media channels.

(d) General Guidance.

- (1) The City trusts and expects employees to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Employees should never use social media for covert advocacy, marketing or public relations. If and when employees use social media to communicate on behalf of the City, they should clearly identify themselves as employees.
- (2) Only those officially designated can use social media to speak on behalf of the City in an official capacity, though employees may use social media to speak for themselves individually.
- (3) When an employee sees misrepresentations made about the City by media, analyst, bloggers or other social media users, employees may use their blog, social networking account, or someone else's to point that out. But an employee may only do so in an official capacity if the employee has been designated by the City Manager to do so and the employee follows the terms of this policy.
- (4) Different social media channels have proper and improper business uses. For example, members of social networks are expected to read, and when appropriate respond, to questions asked of them from another member of their social network. It is important for employees to understand what is recommended, expected and

required when they discuss work-related topics, whether at work or on their own time.

- (5) Employees are responsible for making sure that their online activities do not interfere with their ability to fulfill their job requirements or their commitments to their managers, co-workers or members of the public.
- (6) Employees may not post information to Social Media Channels during work hours without obtaining advance permission from the employee's department head or the City Manager, unless the employee's regular work assignments include duties that would require posting information to Social Media Channels as an official representative of the City in the performance of their official responsibilities, such as the City's public information officer.

(e) Disclosure and Transparency.

- (1) Since reputations are built on trust, employees are strongly requested to disclose their identity and affiliation to the City whenever discussing City or work-related topics via social media channels. Be aware of your relationship to the City in all social media disclosures. Nothing gains more notice in social media channels than honesty -- or dishonesty. If you have a vested interest in something you are discussing, be the first to acknowledge that relationship and point it out.
- (2) Comply with all laws and regulations regarding disclosure of your identity.
- (3) The City believes in transparency and honesty. Employees are encouraged to use their real name and identify that they work for the City in any social media disclosure that involves City or work-related topics. The use of pseudonyms and aliases are strongly discouraged.
- (4) If communicating on behalf of the City, never represent yourself to be anyone other than who you really are.
- (5) Whenever commenting on City or work-related topics via social media channels, employees are requested to:
 - (i) Use a method of disclosure that makes it easy for the average reader to understand their position, avoid jargon or ambiguous language and always provide a functional means by which you can be contacted in a timely manner based on the nature of your social media disclosure. Misinformation has the potential to spread quickly online and it is our intention to limit the use of technical or ambiguous language that could be misinterpreted by others. The failure to reply to legitimate questions which arise from comments made by City employees in social media channels, particularly by employees who instigated a conversation, could also result in a negative impressions of the City and its services. Employees who choose to engage in social media channels about the City or work-related topics are required to monitor their feedback and use their best judgment to respond appropriately when warranted.

- (ii) Employees may only mention the City's official policies in their social media disclosures when those policies are publicly available on the Internet, and may only do so if they include a link to that policy in their disclosure.
- (iii) If an employee chooses to share an opinion on City policy, they may do so only if they precede their social media disclosure with a disclaimer acknowledging that their personal opinion does not necessarily reflect the opinion of their employer. (See subsection (k), Disclaimers, below).
- (iv) When engaging in discussion with others on City or work-related topics via social media channels, employees should: (1) disclose their relationship to the City, and ask those they are engaging with to disclose their relationships and affiliations as well; (2) never ask someone else to make anonymous social media disclosures; (3) never use their relationship to the City exclusively for personal gain; (4) never use services or technologies for bulk-posting social media disclosures. Bulk posting of comments to blogs and social networking services is an unethical practice known as comment spam and is prohibited.
- (v) Employees are generally discouraged from engaging directly with minors via social media channels if the minor is not under the care of the employee or the engagement is not associated with some type of organizational event, activity, or program. When engaging in discussion with others on City or work-related topics via social media channels with minors, employees must have approval of a department head on the purpose and content of the interaction. Employees must always use extreme care if creating content intended to be consumed by minors.

(f) Respectfulness.

- (1) Employees should always be respectful of every individual's legal right to express their opinions, whether those opinions are complimentary or critical. The City recognizes and appreciates the rights of individuals to free speech. By respectfulness, we mean tolerance and consideration for the opinions and positions of others, whether they are in alignment or conflict with your own.
- (2) Whether officially authorized to speak on behalf of the City or not, employees may be seen by people outside of the City as representatives of our brand. Employees are encouraged to represent the core values of the City whenever they make social media disclosures about the City or work-related topics.
- (3) Employees should always strive to add value to online conversations by advancing the dialogue in a constructive, meaningful way. By adding value, employees can effectively demonstrate respectfulness to those they engage via social media channels.
- (4) Harassment, threats, intimidation, ethnic slurs, personal insults, obscenity, racial or religious intolerance and any other form of behavior prohibited in the workplace is also prohibited via social media channels.
- (5) Employees who choose to make social media disclosures about topics relevant to the City or work-related topics should always be aware that their disclosures are not

necessarily private or temporary. Social media disclosures may live online indefinitely, and employees should remember that they will be visible to a broad audience and possibly even read out of context.

- (6) Always show proper consideration when discussing religion, politics or any other controversial issues that may provoke a charged, emotional response by demonstrating tolerance and patience and always strive to show compassion for alternate points of view.

(g) Personal Privacy.

- (1) Employees have a right to their personal privacy. They have the right to keep their personal opinions, beliefs, thoughts and emotions private. Employees are prohibited from sharing anything via social media channels that could violate another employee's right to personal privacy, especially with respect to work-related topics.
- (2) Examples of social media disclosures that may compromise an employee's right to privacy include, but are not limited to, pictures, video or audio recorded and shared through social media channels without the permission of any single employee featured, the public disclosure of private facts or the disclosure of information gained through unreasonable intrusion.

(h) Confidential Information.

- (1) Effectively managing and protecting the City's confidential information is a critical responsibility of all employees. Failure to manage and protect confidential information correctly may result in legal or regulatory fines, damages to the City's reputation and lost productivity.
- (2) Externally, employees are restricted from referencing customers, partners or suppliers by name, or the confidential details of their projects, in their social media disclosures without first obtaining the permission of the City Manager.
- (3) Social media channels are not the place to conduct confidential business with co-workers, customers, partners or suppliers.
- (4) External social media channels should not be used for internal business communications among fellow employees. It is fine for employees to disagree, but please don't use your external blog or other online social media channels to air your differences publicly.
- (5) Think carefully before you make any social media disclosures. What you publish online may be available to a broad audience for a very, very long time. When in doubt, leave it out.

(i) Security.

- (1) The use of cameras or other visual or audio recording devices is prohibited at City facilities, complexes, or at City sponsored events, unless approved in advance by the City Manager or a department head.

- (2) The creation of text messages, text notes, text descriptions, emails, photographs, sketches, pictures, drawing, maps or graphical representations or explanations of City facilities or complexes is prohibited without first obtaining permission from by the City Manager or a department head.
- (3) Whether internal or external, social media communications are generally not private. Sharing of any information via social media channels that could comprise the security of any City facility or complex is prohibited.

(j) Diplomacy.

- (1) Internal social computing platforms permit a broad audience to participate, so be sensitive to who will see your social media disclosures. If someone hasn't given explicit permission for their name to be used, think carefully about how your social media disclosure could impact intangibles such as morale or productivity. Again, when in doubt, leave it out.
- (2) Don't try to settle scores or goad competitors or others into inflammatory debates. Here and in other areas of public discussion, cooperate and acknowledge that everyone is important. Never assume superiority. Always be humble. And be open to compromise, particularly when the cost of conflict outweighs the cost of losing ground.

(k) Disclaimers.

- (1) In order to protect the City's brand, the City wants to make it as easy as possible for others to be able to distinguish social media disclosures issued in an official capacity by management from those issued by employees who are not our official City spokespeople. Only those authorized to speak on behalf of the City in an official capacity do so via social media channels without including a disclaimer.
- (2) Employees who are not authorized to speak on behalf of the City in an official capacity may share their opinions or thoughts about the City and work-related topics via social media channels as long as they include a disclaimer clearly acknowledging that their personal opinions do not reflect the opinions of the City. Disclaimers do not need to be in the actual social media disclosure itself. Social media disclaimers can be stated once -- preferable in the biography or about field -- on the profile page of the social media account holder. Here are two sample social media disclaimers:
 - (i) "I work for the City of Anna and this is my personal opinion, not the City's."
 - (ii) "I am not an official spokesperson but my personal opinion is..."
- (3) If employees choose to use social media channels to distribute links to official content, they are not required to disclaim their relationship, so long as they have clearly acknowledged their relationship to the City on the profile page of the social media account or channel used to distribute the link, and preferably any other social media channels they may use to redistribute or syndicate their social media disclosures.

- (4) Any employee who chooses to use social media to publish content or engage in online conversations in an unofficial capacity without referencing links to official content are requested to feature the following disclaimer prominently on the profile page of the social media channel used to distribute the disclosure, and the profile pages on any social media channels they use to redistribute and/or syndicate those disclosures. At a minimum, the following standard disclaimer should be used: "The postings on this site are my own and don't necessarily represent the City policies, practices, customs or opinions."
- (5) This standard disclaimer does not by itself exempt employees from a special responsibility when making social media disclosures. By virtue of their position, they must consider whether the personal thoughts they publish may be misunderstood. And a department head or supervisor should assume that his or her subordinates will read what is written. Public social media channels are not the place to enforce City policy or reprimand employees.
- (6) Social media disclosures which do not mention the City or work-related topics do not need to include a disclaimer.

(l) Legal Matters.

- (1) For your protection, and the protection of the City, employees using social media channels are expected to do so without infringing on the copyrights of others. Employees are prohibited from engaging in any activities via social media channels that interferes with the copyrights of others.
- (2) For your protection, and the protection of the City, employees are prohibited from using internal or external social media channels for evaluating the performance of their co-workers.
- (3) For your protection, and the protection of the City, employees are prohibited from using internal or external social media channels to discuss confidential information, legal matters, litigation or the City's financial performance. When asked by others to discuss any of these matters, employees should relay that "our social media policy only allows authorized employees to discuss these types of matters but I can refer you to someone at the City if you'd like to ask them," and refer the question to an appropriate person designated by the City Manager.

(m) During Emergencies.

- (1) As evidenced by FEMA's adoption, social media tools are becoming increasingly important in local and incidental crisis and emergency management communications. Nevertheless, even in times of crisis, disaster or emergency, only employees with the authority to speak on behalf of the City are permitted to do so.
- (2) If an employee who is not authorized to speak on behalf of the City has valuable information that could benefit those affected by a crisis, disaster or emergency, they may share that information via social media channels, so long as they include a disclaimer and do so in accordance with the guidelines of this policy.

(3) All employees may use social media channels to extend the reach of official communications. While only those officially designated by the City Manager are authorized to speak on behalf of the City, all employees are encouraged to share official content via social media channels, particularly during a crisis, disaster or emergency, so as long they take the time to verify that the information they are sharing is, in fact, official content. For example, before sharing a link, employees should always verify that (1) the source of the information is legitimate and (2) that the link they are sharing transits to the correct information hosted at the domain.

(4) If an employee decides to endorse or republish someone else's social media disclosure about City or work-related topics or emergency relief information, employees must first verify that the social media disclosure they are republishing was distributed by the designated source. For example, before retweeting someone else's tweet, verify that the Twitter user cited did, in fact, distribute that tweet. There have been numerous cases where false tweets attributed to news sources were redistributed by other Twitter users, promoting misinformation and confusion.

(n) Penalties. Failure to comply with these social media policies may result in: withdrawal, without notice, of access to information and/or information resources; disciplinary action, up to and including termination; and/or civil or criminal penalties as provided by law.

(o) Policies and Procedures: Reference the Social Media Policies and Procedures document

108.5 Whistleblower Policy

The City is committed to upholding the requirements of all state and federal laws including the applicable Whistleblower Act(s). The City will not suspend, terminate, or otherwise materially discipline or discriminate against an employee who in good faith reports a violation of law by the City or another public employee to an appropriate law enforcement authority

City of Anna

Personnel Policy Manual

Section 109. At-Will, Discipline, Appeals and Grievances

109.1 Disciplinary Action

(a) Generally.

(1) The City is an "at-will" employer and may terminate employees at any time and for any reason, with or without cause, unless expressly prohibited by law. It is the intent of the City to provide employees with a progressive discipline process designed to help an employee correct performance problems and build a renewed commitment to the City in an equitable and consistent manner.

(2) Discipline shall be administered without regard to race, color, religion, sex, national origin, age, disability or other non-performance related factors.

- (3) Administrative Procedures. These administrative procedures are established to provide appropriate guidelines in carrying out the policies of the City's progressive disciplinary program. The administrative procedures are intended to address general application of the principles of disciplinary actions in typical situations. It is the responsibility of each department head to determine the nature, extent, facts, and circumstances in each disciplinary action case and to use judgment under the City Manager's direction in the application of the policies and procedures in this Manual.
- (4) Disciplinary Process. There will be two different methods for disciplinary actions. One will be based upon unsatisfactory job performance. The other will be based upon improper conduct or inappropriate behavior or unsatisfactory attendance. The City Manager may be consulted at any time should a department head wish to discuss a contemplated disciplinary action.
- (5) Unsatisfactory job performance may result in one or more of the following actions:
 - (i) Oral warning.
 - (ii) Written Reprimand. (refer to Appendix A-13)
 - (iii) Performance Improvement Plan. (refer to Appendix A-10).
 - (iv) Demotion, Transfer or Dismissal.
- (6) Inappropriate conduct or unsatisfactory attendance may result in one or more of the following actions:
 - (i) Oral warning.
 - (ii) Written reprimand.
 - (iii) Pay reduction.
 - (iv) Demotion
 - (v) Suspension.
 - (vi) Dismissal.
- (7) The City Manager shall be consulted whenever a department head wishes to issue a disciplinary action other than an oral warning. The department head may change the order of the above progressive disciplinary process, and/or may choose not to utilize one or more of these steps, depending on the facts of the case. Nothing in this Section shall preclude the department head from using alternative discipline procedures where such procedures have been approved by the City Manager. While it is the ultimate decision of the department head or, as applicable, the City Manager, to determine the type of discipline, the action should be appropriate for the deficiency or infraction.
- (8) Notwithstanding any other provision of this Manual, the forms in the Appendix to this Manual are for guidance, and may be altered to appropriately address any particular

situation. Non-use of a form or use of materials that are different than the forms in the Appendix does not in any manner invalidate any otherwise valid employment action or decision.

(b) Oral Warnings.

- (1) Oral warnings should be documented by department heads and kept within the department for performance evaluation and record keeping purposes.
- (2) Oral warnings may not be appealed by employees. However, employees who disagree with the counseling action may discuss the basis of disagreement with their department heads. Should oral warnings be given to employees in written form, the employees may submit written responses/rebuttals to be attached to the oral warnings.

(c) Written Reprimands (refer to Appendix A-13).

- (1) Written reprimands shall be presented and a copy given to the employees indicating the following:
 - (i) The specific employee act(s) which demonstrated the unacceptable conduct or behavior.
 - (ii) The expected conduct or behavior.
 - (iii) That such act(s) must not be repeated.
 - (iv) That further disciplinary action will result if the employee fails to show and maintain satisfactory improvement.
 - (v) Signed acknowledgment of receipt of the written reprimand by employee.
- (2) Written reprimands may not be appealed by employees; however, employees may submit responses/rebuttals for attachment to written reprimands.
- (3) Written reprimands become a part of employees' permanent personnel files and shall be forwarded, along with any employee responses/rebuttals to the City Manager.

(d) Placement in a Performance Improvement Plan (refer to Appendix A-10).

- (1) When the job performance or behaviors of an employee falls below an acceptable standard, the department head, or City Manager, if applicable, may place the employee on a Performance Improvement Plan ("PIP"). The PIP shall consist of timely discussions between the department head and the employee with the following provided in writing:
 - (i) The specific unacceptable deficiency in the employee's performance;
 - (ii) The necessary improvement in performance;

(iii) The period of time in which improvement must occur; and

(iv) A statement that further disciplinary consequences will result if the employee fails to show and maintain satisfactory improvement.

(2) A PIP may not be appealed. Employees may, however, submit written responses/rebuttals for attachment to the PIP. The PIP and any associated response shall be maintained in the employee's personnel file in the Human Resources Department, with a copy given to the employee and one retained by the employee's department.

(e) Suspensions.

(1) Suspensions result in time off without pay. An employee may be suspended without pay for a period of not less than one day or more than 30 calendar days.

(2) Prior to issuing a suspension for a non-exempt employee, the department head must consult with the Director of Human Resources and City Manager to ensure compliance with the Fair Labor Standards Act.

(3) As notice, an employee shall be given a Notice of Disciplinary Action (Suspension) and shall have the right to respond to the department head to the alleged charges within two workdays after which the suspension becomes effective; provided, however, that the City Manager shall have discretion to dispense with the procedures outlined herein and to immediately suspend an employee with or without pay or to transfer an employee at any time and without notice if the City Manager determines that such actions are appropriate based on the conduct in question and the need to prevent disruption in the work environment.

(4) Suspensions become permanent parts of the disciplinary record maintained in the employee's permanent personnel file.

(5) Suspensions may be appealed in accordance with City policy.

(6) An employee may be suspended when under investigation for a crime or official misconduct, or is awaiting hearing or trial in a criminal matter. These suspensions shall be without pay for the duration of the investigation or proceedings when such suspension would be in the best interests of the City.

(7) Upon completion of the investigation or proceedings, the employee may be eligible to resume work under terms and conditions specified by the City Manager.

(f) Demotions. Demotions result in employees being moved into jobs with lower responsibility levels and/or lower pay rates. Pay rates after a demotion will be reviewed on a case-by-case basis.

(1) The decision to demote employees for disciplinary purposes should be written, with a copy given to the employee and the original retained in the official personnel file.

- (2) As notice, an employee shall be given a Notice of Disciplinary Action (Demotion) and shall have the right to respond to the department head to the alleged charges within two workdays before the demotion becomes effective.
- (3) Personnel Action Forms must be completed and sent to Human Resources (refer to Appendix A-4).
- (4) Demotions may be appealed in accordance with City policy.

(g) Dismissals. Dismissals result in termination of City employment.

- (1) Prior to initiating any dismissal action, the department head or designee shall confer with the Director of Human Resources and City Manager and present all relevant facts, circumstances and information, including whether the employee will be placed on administrative leave with pay or without pay pending the outcome of the proposed dismissal.
- (2) The City Manager will review the information and discuss available options and their consequences with the respective department head or designee.
- (3) It is the responsibility of the department head or designee to decide whether to initiate a dismissal and to communicate the decision to the City Manager.
- (4) As notice, an employee shall be given a Notice of Disciplinary Action (Proposed Dismissal) and shall have the right to respond to the department head to the alleged charges within two workdays before the dismissal becomes effective; provided, however, that the City Manager shall have discretion to dispense with the procedures outlined herein and to dismiss an employee at any time and without notice if the City Manager determines that such actions are appropriate based on the conduct in question and the need to prevent disruption in the work environment.
- (5) Dismissals may be appealed in accordance with City policy.

(h) Notice of Certain Proposed Disciplinary Action and Employee Response.

- (1) A department head who is considering disciplinary action shall prepare a notice of disciplinary action to the employee. For the purposes of this subsection, "disciplinary action" means suspension, demotion and/or dismissal. The Notice of Disciplinary Action should include an explanation of why the discipline is proposed, such as alleged policy violations, so the employee may adequately respond. The Notice of Proposed Disciplinary Action shall also establish a meeting time with the employee within two workdays or as soon as practicable thereafter if meeting within two workdays is not reasonably possible. The Notice must be forwarded to the City Manager and Director of Human Resources.
- (2) A regular employee who receives a Notice of Proposed Disciplinary Action may respond with any relevant facts and documentation that might affect the proposed disciplinary action. The employee's response/rebuttal must be submitted within two workdays from the date the Notice of Proposed Disciplinary Action is received by the employee. This response should be provided to the department head and forwarded to the City Manager and the Director of Human Resources.

- (3) The employee response must be presented orally during the meeting established in the Notice of Proposed Disciplinary Action. The employee may also present a response in writing as supplemental information to the meeting, or as a reasonable accommodation if oral presentation is not an option.
- (4) The City Manager will determine whether the City Attorney should be present at this meeting.
- (5) The department head will review the employee's response/rebuttal and determine within five workdays whether the basis for the proposed disciplinary action still supports a conclusion to take the proposed action. The department head shall notify the employee of the decision within five workdays of receiving the employee's response/rebuttal. If the decision of the department head is to take the proposed disciplinary action, the employee should be notified of the appeal procedure.
- (6) Whatever pay status the employee was in at the time of the proposed disciplinary action will continue until the response is completed.
- (7) Upon dismissal, the employee will receive accrued vacation in accordance with Human Resources procedures, in addition to their final paycheck for hours worked. The employee will also be able to purchase health insurance in accordance with current provisions.

(i) Criminal Offenses.

- (1) If, during the course of any disciplinary investigation, the potential exists that the employee may be charged with a criminal offense, the employee shall have the full benefit of assert the Fifth Amendment against self-incrimination. Once the potential of a criminal offense exists or becomes known, the employee shall be informed that the employee has all rights afforded to any person subject to a criminal investigation and shall specifically be given the "Garrity" warning (refer to Appendix A-9). A criminal investigation may be ordered by the department instead of or in addition to a disciplinary investigation. Once the employee has been given the "Garrity" warning, the employee is required to cooperate fully in the disciplinary investigation. Any failure on the part of the employee to cooperate fully in the disciplinary investigation shall be considered insubordination. Information obtained from an employee during a disciplinary investigation following the administration of the "Garrity" warning may not be used in any criminal prosecution.
- (2) In the event the department determines that a criminal investigation is necessary, the Police Chief or designee shall be notified and shall begin an official police investigation, regardless of the complainant's predisposition concerning the filing of criminal charges.
- (3) The Police Department shall follow its normal departmental procedures in investigating the potential criminal complaint and may, at the discretion of the Police Chief, assign such investigation to another law enforcement entity, as may be appropriate.

- (4) The imposition of discipline, in whatever form, shall in no way preclude a further sanction imposed against an employee in subsequent criminal or civil proceedings. Any sanctions imposed in criminal or civil proceedings against an employee shall not preclude the imposition of administrative sanctions.

(j) Appeals.

- (1) Appeal Rules. Employees who are suspended, demoted or dismissed from City service may appeal such actions in accordance with the following rules.

- (i) Employees who are dismissed for non disciplinary reasons, such as incapacity, will use the same appeal process as for disciplinary dismissals.
- (ii) Employees who are terminated by the City as a result of a reduction in force may not appeal decisions of department heads.
- (iii) All requests, responses and decisions to appeal must be in writing. An employee who chooses to appeal may have a representative at any step during the appeal process. The City Manager may provide procedural assistance at any time.
- (iv) Time limits may be extended or shortened at any or all steps via a request from either party to the City Manager, who will make the final decision. If the last day of a time limit falls on a weekend or a City holiday, the time limit shall be extended to 5:00 p.m. on the next workday.
- (v) If an employee does not respond within the prescribed time limits, the appeal may be voided and barred from resubmittal as determined by the City Manager overseeing the appeal.
- (vi) Employees who have not completed their initial probationary period may not appeal.

- (2) Appeal Process for Suspensions, Demotions or Dismissals.

- (i) An employee who chooses to appeal a suspension must submit the completed appeal form to the Director of Human Resources within five workdays from the date of the letter notifying the employee of the effective action (refer to Appendix A-11).
- (ii) All appeals will be heard by the City Manager or his or her designee.
- (iii) An employee's appeal can result in modification of the original disciplinary action. Consequently, the Personnel Action Form dismissing or taking other action against the employee and the Personnel Requisition intended to replace the employee shall be withheld or suspended pending final appeal-process disposition. Upon receipt of notification that the appeal process has been completed, the department head shall submit the forms necessary, if any, to finalize the action.

- (iv) Confidentiality. Any disclosure of information related to a disciplinary action or subsequent inquiry of any employee's separation from employment must be coordinated with the City Manager.

109.2 Grievances

- (a) The City believes that open communication is essential when employees have problems or concerns regarding their jobs. Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be addressed before serious problems develop. Most incidents resolve themselves through effective communication by discussions between the employee and the department head.
- (b) "Grievance" shall mean a claim by an employee that a violation, misinterpretation, misapplication, or disparity in the application of a written policy, regulation or procedure adversely affected the employee.
- (c) Application.
 - (1) Items covered by the Grievance Policy include misapplication of written policy, regulation or procedure of the City or department for whom the employee works, which has personally affected the grieving employee.
 - (2) The following items are not covered under the Grievance Policy and should be resolved through the employee's chain of command:
 - (i) Generalized feelings of unfairness. A grievance must be specifically related to a written policy, regulation or procedure.
 - (ii) Performance evaluations, performance improvement or discipline actions (oral correction, written reprimand, suspension, release from duty, and dismissal from employment). When allowed by appropriate policy, an employee may appeal the action in compliance with the applicable policy and procedure.
 - (iii) Complaints of civil rights violations such as issues concerning race, color, religion, sex, national origin, age, disability, or whistleblower. An employee must complain of these violations in accordance with Section 104.11 of this Manual.
 - (iv) Complaints questioning the substance of a policy, rule or regulation. Policy formulation is reserved as a right of management.
 - (v) Other issues where a separate appeal process has been established.
 - (3) To promote harmony in each department and to foster goodwill among employees, the employee must take questions or concerns that may become grievances to their department head in an attempt at resolution through a discussion between the employee and the department head. The department head is obligated to give an oral response as soon as possible. If the employee is not satisfied with the oral response or the employee declines to discuss the matter of concern with the department head, the employee may file a formal grievance.

(d) Formal Grievance Procedures.

- (1) Step One: The affected employee will complete a Grievance Form (refer to Appendix A-12) citing specific policy(ies) that have been violated, including the direct and adverse effect the violation had on the employee. In addition, the specific corrective action requested, and explanation supporting this request, must be included. The completed form must be submitted to the employee's department head within ten workdays of the event giving rise to the grievance or the employee becoming aware of the event. Upon receipt of the completed Grievance Form, the department head must consult with the City Manager or designee to determine if the issue is grievable. The department head must enter comments or decision on the Grievance Form and return it to the employee within ten workdays of receipt of the grievance.
- (2) Step Two: If it is determined to be a grievable issue, and if the written response received in Step One does not satisfy the employee, the employee may proceed to the next level by signing the Grievance Form and submitting it to the City Manager within ten workdays from the date the decision was received in Step One. The City Manager or designee will consult with the department head and may conduct whatever investigation deemed necessary, including interviewing any person who may assist in resolving the grievance. The City Manager will render a final written decision within 30 workdays of receipt of the grievance. In the event a grievable issue is raised against the City Manager, Step Two shall be taken by the City Council.

City of Anna

Personnel Policy Manual

Section 110. Voluntary and Involuntary Separations

110.1 Resignation

- (a) Department heads may leave the employment with the City in “good standing” by submitting their written resignation at least 30 days before their termination date. An employee other than a department head may leave the employment with the City in “good standing” by giving two weeks’ notice. The City Manager may waive any portion of the notice periods set forth in this paragraph. The personnel records of any employee who resigned by giving proper notice shall show that the employee resigned of their own accord.
- (b) An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered as absent without leave which constitutes abandonment of duties, except when the failure to notify is due to circumstances beyond the control of the employee. Absence without leave may be considered as an employee's immediate resignation without notice. In such cases, the employee's separation shall not be considered to be in “good standing.”
- (c) Any employee who leaves their employment with the City in “good standing” will be paid for accrued vacation time subject to the provisions of this Manual. Any employee who fails to provide such notice forfeits their accrued vacation and shall be ineligible for rehire by the City.

110.2 Reduction in Force

- (a) A reduction in force (“RIF”) may occur as a result of changes in duties, organizational changes, lack of work, or budget cutbacks. A RIF shall be carried out on the basis of demonstrated job performance and efficiency, with the most proficient employees being retained the longest. Seniority within City service may be used to determine the order of layoff among employees with substantially equivalent records of job performance and efficiency, with the most senior employees being retained the longest. Temporary employees may be included in the RIF before regular employees performing similar duties. A RIF shall not be considered a disciplinary action.
- (b) Employees included in a RIF may be recalled back to their job or another similar job in which they meet the minimum job requirements and qualifications in the reverse order of the RIF up to one year from the date of the lay-off. Employees being recalled within the year from the date of the RIF, shall have precedence over other job applicants. Employees recalled back to work shall report to work as instructed. An employee failing to report back to work shall be considered as having forfeited their right to reemployment.

110.3 Incapacity

An employee may be terminated for medical reasons when the employee as an individual no longer meets the standards of fitness required to perform the essential functions of the position, and reasonable accommodation under the Americans with Disabilities Act is not possible

without causing undue financial hardship to the City. A finding of incapacity shall be based on an individual medical determination by a competent physician chosen by the City.

110.4 Retirement

Eligible employees may elect to retire from the City service in accordance with the applicable retirement programs.

110.5 Military Separation

Employees leaving City service in “good standing” to enter active duty or for active-duty training with the armed forces of the United States shall be eligible for reinstatement in accordance with applicable state and federal laws.

110.05.1 Death

If a City employee dies, his or her estate or designated beneficiary shall receive all compensation and payable benefits earned as of the date of death. The City shall assist the beneficiary in processing any claim under an insurance policy, retirement, or benefits plan issued by or through the City.

110.6 Separation Process

- (a) Department heads are responsible for obtaining all City-issued property (i.e., ID cards, keys, purchasing cards, tools, manuals, protective gear, etc.) during the separation process. The replacement cost of City property not returned by an employee will be deducted from the employee’s final paycheck.
- (b) Final paychecks will be available to the employee on the next regularly scheduled payday. If not picked up by the employee on that day, the final paycheck will be sent to the employee by mail. It is the employee’s responsibility to provide the City with the employee’s current mailing address.

City of Anna

Personnel Policy Manual

Section 111. Personnel Records

111.1 Personnel Files and Records

- (a) The City maintains an official basic personnel file in the Human Resources Department on each employee including such information as the employee's job application, resume, performance evaluation forms, personnel action forms, and other similar employment records. The basic personnel file does not contain benefit claims forms, reimbursement requests for medical expenses, forms relating to workers' compensation claims, drug testing results, post-offer medical examinations, voluntary disclosure information from the applicant regarding a "disability" as defined by Section 503 of the Rehabilitation Act of 1973 or any record of voluntary medical history obtained from an employee or any documents relating to an employee's medical condition. Medical records are kept in separate files in the Human Resources Department and are maintained as confidential employee records.
- (b) Employees are required to notify the Human Resources Department when there is a change in name, address, telephone number, marital status, number of dependents, military status, person to notify in case of accident or emergency, or beneficiary assignment of any employee benefits plan. Such notification shall be provided by the employee within one week of such change.
- (c) The Human Resources Department shall maintain the official personnel files and records for all City employees. Unless otherwise provided by law, personnel files shall be confidential and may not be used or divulged for purposes unconnected with the City personnel management, except with the permission of the employees involved. All personnel records are subject to the rules governing the Public Information Act and could be open to review by the public. Nothing herein shall prevent the dissemination of impersonal statistical information. An employee shall have a right of reasonable inspection of their official personnel files and records under appropriate supervision.
- (d) An employee may request a copy of their personnel file upon written request to Human Resources or designee. Upon receipt of the request, Human Resources will provide a copy of the employee's file within a reasonable time frame. Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file. An employee of the City who objects to material in the employee's personnel file on the grounds that it is inaccurate or misleading may file a statement relating to the material.
- (e) Employees are expected to consistently update their personnel records. Forms are available in Human Resources to change address for payroll, medical insurance, TMRS and driver's license. The City also requires updated Emergency Contact information for each employee.
- (f) No records properly placed into an employee's personnel file shall be removed from the file except if required by law, court order, or agreement between the City and the employee.
- (g) Release of information contained in and access to employee basic (non-health related) personnel files is controlled by provisions of the Texas Public Information Act, Texas Government Code Chapter 552. No information on current or former employees will be

released except by the Human Resources Department or the City Manager or City Secretary.

111.2 Change in Personnel Status: New Hires

Department heads shall submit recommended changes in the personnel status of their employees or requests to hire new employees to the Human Resources Department prior to making any commitments to either existing employees or prospective new hires.

111.3 Personnel Records and Reports

- (a) Department heads shall be responsible for providing the Human Resources Department or designee with all necessary employee reports and records associated with good personnel management for their department. Such records and reports shall include, but not be limited to, employee sick leave, vacation leave, attendance and overtime records, performance reports, counseling records, and all types of disciplinary action. Failure to do so may result in formal disciplinary action.
- (b) City personnel records are property of the City and, except to the extent required to be released under the Public Information Act or other applicable law, shall not be disclosed to outside persons without the express approval of the City Manager. Any employee receiving a request for personnel records should forward it to the City Secretary.
- (c) The Human Resources Department or designee shall prepare such narrative reports, statistical summaries, and other personnel reports as are necessary or desirable to provide useful information to the City Manager.

111.4 Employment Verification

It is the policy of the City that all employment verifications and references be referred to the Human Resources Department. Unless exceptions are made based on established laws, such as in the field of public safety, the City will only confirm dates of employment salary and position/title.

City of Anna
Personnel Policy Manual
Section 112. Employee Benefits

112.1 Workers' Compensation Insurance

- (a) Any City employee injured as a result of duties performed in the course of their job shall be eligible to receive workers' compensation benefits from the City's insurance carrier at no expense to the employee. Workers' compensation benefits are intended to compensate workers with job-related injuries or illnesses by reimbursing them for income losses and paying for medical and rehabilitation treatment.
- (b) Workers' Compensation insurance will not provide compensation for any injury which occurred if the injury:
 - (1) Occurred while the employee was in a state of intoxication;
 - (2) Was caused by the employee's willful attempt to injure himself or to unlawfully injure another person;
 - (3) Arose out of an act of a third person intended to injure the employee because of a personal reason and not directed at the employee as an employee or because of the employment;
 - (4) Arose out of voluntary participation in an off-duty employment;
 - (5) Arose out of voluntary participation in an off-duty recreational, social, or athletic activity that did not constitute part of the employee's work-related duties, unless the activity is a reasonable expectancy of or is expressly or impliedly required by the employment;
 - (6) Arose out of an act of God, unless the employment exposes the employee to a greater risk of injury from an act of God than ordinarily applies to the general public;
or
 - (7) Involves the employee's horseplay as a producing cause of the injury.
- (c) The City will promptly report any suspected fraud to the Texas Department of Insurance or to its Workers' Compensation insurance carrier.
- (d) Occupational Disability or Injury Leave.
 - (1) An employee who is disabled as a result of an injury covered by Workers' Compensation on the job will be granted injury leave with pay at the employee's regular salary for up to seven calendar days following the date of the injury. This injury leave will not be charged to Personal Leave.

- (2) After the aforementioned seven days, the employee may receive from the City the difference between his regular salary and any Workers' Compensation payments received for such injury for twelve weeks. To receive this benefit in the form of salary continuation from the City according to the regular pay schedule, the employee must request salary continuation in writing and the employee's Workers' Compensation check must be endorsed and exchanged for the employee's regular bi-weekly check. Otherwise, the employee will only receive from the City a smaller amount corresponding to the difference between his regular salary and the amount of Workers' Compensation payments received while those payments are being collected. After this initial twelve week period, the injured employee will be reviewed, if appropriate, for fitness for duty by a qualified health care provider and may only receive Workers' Compensation payments, depending upon the outcome of the review. The employee may be replaced after twelve weeks and may receive no further compensation or benefits from the City. This injured leave status is subject to review and medical opinion at any time. Eligibility for paid injury leave is subject to the discretion of the City Manager.
- (3) An employee will report injuries incurred in the line of duty immediately to his immediate supervisor/department head and file an accident report with Human Resources within 24 hours of the injury. Failure to report an injury or illness, within thirty days of the date on which the injury occurs or the date the employee knew or should have known of an illness, may delay the employee's receipt of Workers' Compensation benefits or render an employee ineligible for benefits unless good cause exists for failure to provide timely notice.
- (4) When an employee suffers injury or death on the job, the Human Resources Manager will complete an accident report immediately on forms provided by the Texas Department of Insurance and submit it to the Division of Workers' Compensation as directed, and retain one copy in the personnel files. Any exceptions to this policy must be approved by the City Manager.

(e) Examination and Treatment.

- (1) As a condition of receiving or continuing to receive salary continuation payments, the Director of Human Resources may require an injured employee to submit to examination and treatment, at the City's expense, by a physician approved by Human Resources or the Workers' Compensation insurance carrier. An injured employee forfeits all rights to salary continuation payments if he/she refuses to submit to an examination or to any diagnostic test, x-ray, surgical procedure, or other treatment prescribed or recommended by the City designated physician as medically necessary or indicated to diagnose, treat, or cure the employee's injured condition.
- (2) An injured employee also forfeits all rights to any salary continuation payments to which they would normally have been entitled, if they:
 - (i) engage in work, whether part-time or full-time, for pay or as a volunteer, for themselves or for any other person, firm or corporation, while receiving salary continuation payments;
 - (ii) terminate employment for any reason while receiving salary continuation payments;

- (iii) fail or refuse to comply with the treating physician's instructions or advice regarding treatment of the injured condition, except because of a bona-fide religious belief;
- (iv) fail to act in a manner which is conducive to being off work convalescing;
- (v) refuse to perform light, partial or part-time duty when authorized by the treating physician;
- (vi) refuse to accept or perform a different job with the City that, in the opinion of the treating physician, is within the employee's physical capacity and for which the employee is qualified or will be trained;
- (vii) represent their injured condition, physical incapacity, or disability as worse than it is while receiving salary continuation payments; or
- (viii) refuse to return to regular duty after being released for regular duty by the treating physician.

(f) Termination for Reasons Other Than Injury or Disability.

- (1) The City shall not discharge, or in any other manner discriminate against, an employee because that employee filed a workers' compensation claim in good faith or for hiring a lawyer to represent the employee in such a claim. The City also shall not discriminate against an employee for instituting in good faith a proceeding under the Workers' Compensation Act, causing such a proceeding to be initiated, or for prior or anticipated testimony in such a proceeding.
- (2) This section does not preclude an employee from being terminated for reasons other than their disability or continued injury, as otherwise allowed by these regulations. An employee terminated for any such other reason is not entitled to the relief found in this section, even if the termination occurs at some time in close proximity to the time of an on-the-job injury. This section does not preclude an employee from being terminated during an official reduction in work force due to budget restrictions.

- (g) Employee Assistance. The City encourages any employee injured on the job to contact the Texas Department of Insurance's Division of Workers' Compensation (TDI-DWC) as soon as a need for Workers' Compensation benefits is identified. The TDI-DWC provides free information about how to file a workers' compensation claim. Also, TDI-DWC staff can more fully explain an employee's rights and responsibilities under the Workers' Compensation Act and assist in resolving a dispute about a claim. Employees may obtain this assistance by contacting the local Texas Department of Insurance Division field office or by calling 1-800-252-7031.

112.2 Modified or Light Duty

- (a) Generally. Subject to the availability of positions, the City may provide employees with modified or light duty if the employee is unable to perform their regular duties due to injury or illness. If positions are available, the City will attempt to accommodate medical restrictions, when and where reasonable, to the extent required by law and in consideration

of the City's needs, whether the safety of citizens and other City employees might be compromised, and the requirements of the Americans with Disabilities Act (ADA). If provision of a modified or light duty would unduly burden the City's operations, it may not be available to an individual employee. A decision to provide employees modified or light duty assignments is entirely at the discretion of the City, subject to applicable provisions, if any, of the ADA.

- (1) "Modified duty" or "light duty" is defined as any reduction, elimination or alteration of the essential job functions of a position, as outlined in the job description for the position.

- (2) Determination Process. All modified duty is subject to availability of positions:

- (i) A position must be available for an employee to be considered for eligibility under these guidelines. The City is not obligated to create a position for restricted employees.
- (ii) Prior to returning to work after an absence or after receiving restrictions, the employee requesting modified duty must present the physician's directive to his/her department head or the Director of Human Resources.
- (iii) The Director of Human Resources, medical consultant and/or the employee's treating physician will review the directive and determine if the directive is subject to the ADA.
- (iv) The employee's supervisor may be contacted by the Human Resources Department to determine the employee's suitability for modified duty.
- (v) The employee and the employee's supervisor will engage in an interactive process to attempt to identify a reasonable accommodation for a disability or temporary medical restriction. If the City cannot accommodate the restriction, the employee will not be authorized for active duty and will be subject to the leave policies listed below until released to regular (unrestricted) duty.

- (b) Procedures. Employees unable to return to work due to personal medical issues will be subject to the leave provisions of this Manual. Employees unable to return to work due to workers' compensation will be subject to the Texas Workers' Compensation rules and regulations and this Manual.

- (1) Eligibility and Notice. Subject to Texas Workers' Compensation Commission Act rules, upon receipt of a physician's notice regarding a return to work with restrictions, an employee may be offered modified or light duty, if available, according to the determination process listed above.
- (2) Modified or Light Duty in Current Position: When the employee can return to his/her regular job with restrictions, modified or light duty (if available) may continue to up to twelve weeks. Continuation after twelve weeks will be contingent upon receipt of an updated notice from the treating physician, availability of a limited duty position, and based on City need.

- (3) Modified Duty in Alternate Position: When an employee's restrictions prevent temporary continuation of his/her regular job, modified duty, if available, may continue at an alternate work-site for up to twelve weeks. Continuation after twelve weeks will be contingent upon receipt of an updated notice from the treating physician, availability of a limited duty position, and based on City need.
- (4) Modified Duty/Transportation of Citizens & City Personnel: In order to assure safe transportation of citizens and City personnel, modified or light duty is not available for employees who transport and/or supervise citizens in/on City vehicles or transportation, subject to any applicable provisions of the ADA.
- (5) Worker's Comp Treatment & Overtime Pay: "Hours worked" are defined as the hours actually worked by the employee in performance of their normal or modified job duties. Leave hours taken for worker's-comp-related treatment, medical appointments, or meetings will not be counted as hours worked for the purpose of computing overtime.

112.3 Social Security

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age, Survivors, and Disability Insurance," provides for benefits for retirement, disability or upon death. This insurance is financed by social security taxes, which are paid through payroll deductions by the employee. The City contributes a matching amount on behalf of the employee.

112.4 Unemployment Insurance

All employees of the City are covered under the Texas Unemployment Compensation Insurance program and the Federal Unemployment Tax Act (FUTA). This program provides payments for unemployed workers in certain circumstances as provided by law.

112.5 Health Related Benefits

The City is committed to providing cost-effective benefits which assist employees in being physically and mentally healthy. All regular full-time employees are offered options relating to medical (and in some instances dental) insurance provided by the City. This insurance provides coverage of hospitalization and major medical expenses for illness and accidental injuries off the job. Dependent coverage is available by payroll deductions. The Human Resources Department has more information concerning these insurance coverages and benefits. The benefits and services offered by the City may be changed or terminated at any time and do not constitute a guarantee of continued employment with the City.

112.6 Continuation of Group Insurance (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives covered employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City of Anna's health, dental, and vision plan for specified periods of time when a "qualifying event" would normally result in the loss of eligibility. Qualified beneficiaries are individuals who, on the day before a qualifying event, are covered under a group health plan as a covered employee, spouse of a covered employee, or a dependent child of a covered employee. Qualified beneficiaries also include children who are born to, or placed for adoption with, a

covered employee during the period of COBRA continuation coverage. Some common qualifying events are resignation, termination of employment, (except terminations for gross misconduct) or death of an employee; a reduction in an employee's hours; an employee's divorce or legal separation; and a dependent child who no longer meets eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administrative fee. Each eligible employee will be provided with information describing rights and obligations granted under COBRA when the employee becomes eligible for coverage under The City of Anna's health insurance plan. Once a qualifying event has occurred, the City will notify the qualified beneficiaries of their right to continue health care coverage.

112.7 Miscellaneous Benefits

As with the health related benefits, the miscellaneous benefits and services offered by the City may be changed or terminated at any time and do not constitute a guarantee of continued employment with the City.

- (1) Life Insurance. The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life, accidental death and dismemberment insurance on themselves, and dependent life insurance covering their eligible dependents.
- (2) Short Term Disability. The City may offer, if economically feasible, Short Term Disability (STD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. Short-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by the City Council on an annual basis.
- (3) Long Term Disability. The City may offer, if economically feasible, Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of a disability. Long-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by the City Council on an annual basis.
- (4) Deferred Compensation. The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee.

City of Anna

Personnel Policy Manual

Section 113. Travel Policy

113.1 Applicability of Travel Policy

- (a) It is the policy of the City to reimburse certain expenses incurred by employees and other persons who are authorized to represent the City at various conferences, meetings, conventions, seminars, and functions. The City recognizes that the public interest requires employees to travel at times to conduct City business. The City also recognizes that the public interest is served by the advancement of training and professional development of employees. It is the policy of the City to arrange travel on City business utilizing the most economical means available.
- (b) This policy is applicable to all City employees and applies to all travel on City business outside the City limits and to all travel reimbursements, subject to budget limitations and authenticated expenses. The purpose of this policy is to establish general guidelines and provide uniformity in handling expenditure requests, and to establish proper accounting for allowable expenses.
- (c) Except for in extraordinary circumstances, the City will only reimburse travel expenses for pre-approved travel on City business. Department heads should notify the Finance Department of any travel to be undertaken by their employees at the earliest practicable date so that a decision on reimbursement can be made.
- (d) Travel Policy Responsibilities.
 - (1) Department heads are responsible for communicating and administering the provisions of this policy to employees and approving all travel requests within his/her department and should strive to be proactive in planning for the department's travel needs in the annual budgeting process. It is the responsibility of the department head to ensure all travel expenses are accounted for within ten working days from the date of return and the Travel Expense Report forwarded to the Finance Department.
 - (2) Employees are responsible for all pertinent information on the Travel Expense Report, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditure and funds advanced. Employees are also responsible for retaining records of all transactions for which reimbursement is or will be requested, such as fuel receipts, registration confirmations, final hotel invoices, etc. Copies of these documents must be turned in to the employee's department head within five working days of the return from travel in order to qualify for reimbursement.
 - (3) The Finance Department is responsible for distributing travel funds in compliance with established policies and guidelines.

- (4) If the travel is out-of-state, the City Manager is responsible for either approving or denying the request in advance. After making a decision, the City Manager will return the [Travel Expense Report \[cm1\]](#) to the department.

113.2 Authorization Required

The department director or designee shall authorize travel leave and expenses for City business outside the City. All travel requests must be approved by the department director or designee prior to its occurrence. Any employee traveling on official City business shall communicate with their supervisor as to where they can be reached while out of the City. All travel requests must be submitted on forms provided for that purpose. Any travel out-of-state for City business requires approval of the City Manager or designee prior to its occurrence.

113.3 Allowable Expenses

- (a) Registration. The City will reimburse actual expenses incurred in registering for a conference, seminar, or meeting. The registration may also be paid with the City P-Card. An original receipt must be furnished for reimbursement purposes. The City encourages advance payment of fees to take advantage of any discounts available. However, any recreation expenses included in the registration (i.e., golf, tennis, runs, etc.) will not be reimbursed.
- (b) Transportation. The department head/supervisor will be expected to select the mode of transportation that is most economical to the City considering cost and time consumed. Normally, when travel is required for City business a City vehicle, rental car, or personal car may be used when such travel distances are within a 200 mile radius. Employees may be required to use a City vehicle or a rental car if it is more economical than using a personal vehicle. For travel beyond a 200 mile radius of the City, air transportation may be approved.
- (c) All approved transportation expenses will be reimbursed as follows:
- (1) (1) For those with a vehicle allowance in place, reimbursement for travel will be provided for pre-approved overnight travel and any travel over 50 miles from City Hall.
 - (2) When employees use their personal vehicles, all travel mileage will be paid at the most recent corresponding GSA rate per mile plus any parking fees incurred by undertaking the City business. Employees may not use a City P-Card to purchase fuel for their personal vehicles. Fuel is included in the mileage rate.
 - (3) When City vehicles are used, all expenses incidental to the use of such vehicle (parking, gasoline, oil, repairs, etc.) shall be reimbursed if a City P-Card is not used. Receipts will be required.
 - (4) When air travel is permitted, employees will book their flight as far in advance as possible. Air travel reimbursement shall be limited to "coach" fares. Additionally, if the employee requires parking at the airport for 24 hours or less, the employee will be reimbursed at the short term parking rates. If requiring parking for 24 hours or more, the reimbursement shall be at the long term parking rate. Original receipts will be required for reimbursement.
 - (5) Reimbursement will be made for the use of rental vehicles, taxi or bus fares, etc., provided such expenses are necessary and reasonable. Approval to rent a vehicle

should be obtained prior to the trip whenever possible. Employees are expected to use the City's rental vehicle agreement negotiated by the City with Enterprise. The City account is TXM0048. Rental car reservations can be made at <https://www.enterprise.com/en/home.html>. The employee shall sign and accept the liability/collision insurance agreement on the contract.

- (d) Meals. A maximum reimbursement for meals will be provided based on the General Services Administration (GSA) guidelines for the location of travel. Total allowance of reimbursement includes a maximum of twenty percent (20%) for gratuity. Expenses for alcoholic beverages are not reimbursable. Original receipts will be required for each meal and the travel expense report should include the date, location, and amount for each meal. The City Manager may approve an exception to the maximum reimbursement amount if the meal is purchased in connection with the conference or event.

- (1) Per Diem Rate – For overnight trips, employees may, in lieu of the per meal reimbursement and with the approval of their department head, elect to request per diem allowance as follows:

Breakfast	\$10 (if travel commences prior to 6 a.m.)
Lunch	\$15
Dinner	\$25 (if travel concludes after 7 p.m.)

(Per Diem rate includes all tips) No receipts are required when the employee elects to receive the Per Diem Allowance. Reimbursement or Per Diem will not be provided for meals provided at conferences and included in the registration fees, except when limitations of an individual cannot be accommodated by the conference organizers or when the exception is approved by the department head for business purposes.

- (e) Lodging. Employees are expected to make lodging reservations well in advance whenever possible, and to take other actions to ensure lodging is secured at a moderate rate. Lodging may be secured at facilities provided at the conference location or at facilities recommended by the conference sponsoring organization. Lodging should be a reasonable single accommodation. Receipts for lodging must be provided to obtain reimbursement.

- (1) Reimbursement will not be made for personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except as provided in subsection (f), below.

- (2) Employees will be allowed a reasonable amount for laundry and dry cleaning expenses for trips lasting five or more days. Original receipts will be required for reimbursement.

- (f) Entertainment/Business Meals. The City recognizes that from time to time, it is necessary to entertain or provide business meals for dignitaries and state, federal, and business representatives whenever it may be deemed in the best interest of the City. Such expenses may be reimbursed at the discretion of the City Manager. Receipts will be required before reimbursement can be made. Whenever practical, prior authorization should be obtained from the City Manager.

- (g) Dependent Expenses. There is no objection to a spouse/family member accompanying an employee on an out of town business trip; however, the City will not be financially

responsible for the spouse/family member of the employee. Any additional expenses incurred such as travel, lodging, meals, or any other miscellaneous expenses will be the sole responsibility of the employee. Employees may not allow family members, friends, or other third parties to enter or ride in a City vehicle or a vehicle rented for the purpose of City-related travel.

113.4 Travel Advances

Minimum, but sufficient cash advances may be drawn from the City treasury by employees traveling on City business. All unused travel advances shall be returned immediately upon return of the business trip. Failure to return unused funds will subject the employee to a payroll deduction to credit the proper fund and disciplinary action, up to and including termination.

113.5 Travel Expense Report Procedures

(a) Prior to Travel/Trip:

- (1) A Travel Expense Report form shall be filled out for all overnight travel and for all travel that takes an employee out of the Metroplex for City business.
- (2) The employee will fill out all information pertinent to the request, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditures and funds required in advance. The report shall then be forwarded to the department head for approval. The department head will review the request and sign off if the trip is approved. If the request is for out-of-state travel, it must be approved by the City Manager prior to the time of travel.
- (3) If the request is for out-of-state travel, the City Manager will note approval or disapproval of the request. If the request is disapproved, it will be sent back to the department head. If the request is approved, it will be forwarded to the Finance Department for processing if an advance payment is requested. Finance will then return the approved form to the employee with the advance payment.

(b) During Travel/Trip: Follow policies for reimbursable expenses.

- (1) If more than one employee attends the same trip/event, each employee is responsible for completing his/her own expense report. In such instances where employees dine together, a reasonable effort should be made to split the bill.
- (2) If the bill cannot be split, then one designated employee should pay the full amount and obtain a receipt for the entire amount and document the employees' names that were present on the Travel Expense Report for reimbursement.

(c) Upon Completion of Travel/Trip:

- (1) The employee will fill out all the pertinent expenditure information, indicating what funds are due the City or what funds are due to the employee within ten working days after returning from the trip. Failure to submit an expense report will subject the employee to a payroll deduction for any funds advanced. All cash advances and expenditure reports shall be submitted on forms provided for that purpose.

- (2) All meeting/event expenses will be indicated on the expense form. All applicable receipts must be included with the report, including registration and airfare.
- (3) The employee will certify that the expenses are correct and will sign off on the report. The report will be forwarded to their department head for approval.
- (4) The department head will review the report, sign off and forward to the Finance Department for processing and filing.

113.6 General Provisions

- (a) Employees are expected to participate each day while attending any conference, seminar or training session paid for by the City.
- (b) Actions and behaviors of employees and representatives, while traveling on City business at City expense, reflect on the City of Anna. Professionalism is expected of Anna employees and representatives at all times during this type of travel. Any action that is inappropriate or would give the appearance of being inappropriate should be avoided.
- (c) All employees are expected to report any abuse and/or misuse of travel and training funds to appropriate management.
- (d) When travel plans are cancelled, the employee shall promptly notify the Finance Department. If the trip is cancelled due to employee illness, a conflict with City business, the City will be responsible for any fees that result from the cancellation. If the trip is cancelled for personal reasons, the employee shall reimburse the City for any fees charged as a result of the cancellation. Any exception to this rule must be approved by the City Manager.
- (e) Exceptions to these Travel Policies are made only in exceptional circumstances and only in those cases where the best interests of the City are clearly manifested. The City Manager shall determine whether or not to approve such exceptions.
- (f) Employees may not allow family members, friends, or other third parties to enter or ride in a City vehicle or a vehicle rented for the purpose of City-related travel; provided, however, that an employee may allow family members, friends, or other third parties to enter or ride in the employee's personal vehicle or rental vehicle if the employee chooses to personally rent the vehicle (or chooses to drive their personal vehicle), in which case the City shall not provide any vehicle-related reimbursement except for mileage reimbursement and parking.

City of Anna

Personnel Policy Manual

Section 114. Equipment/Vehicle Policy

114.1 Purpose of Equipment/Vehicle Policy

The purpose of these equipment/vehicle policies is to provide for the safe and effective utilization of the City vehicle fleet through rules, regulations and procedures. Employees using City vehicles in the performance of their job duties, or who use private vehicles in the performance of City business, must comply with all federal, state, and local laws regarding vehicle use, operator licensure, and appropriate maintenance of the motor vehicles used for said purposes. Each employee will be held responsible for the proper use, care and operation of a vehicle or piece of equipment assigned to him/her. Abuse of equipment and vehicles constitutes grounds for disciplinary action, up to and including termination.

114.2 Applicability

These policies shall apply to all City-owned equipment and vehicles and all persons assigned the equipment and vehicle, inclusive of operators and passengers. These policies shall also apply to City employees who drive privately owned vehicles while conducting City business.

114.3 Use of City Vehicles

All City equipment and vehicles are intended for official City business uses only. The City Manager may extend said use according to need and circumstances to another public agency or for uses beneficial to the general public; provided, however, that such extensions (unless in case of emergency or public calamity) must be specified in a written agreement in order to be valid. Use of City equipment and vehicles is limited to the Collin County area unless otherwise approved by the City Manager or a department head. The City Manager will issue any exceptions to this policy to the affected employees in writing.

114.4 City Driving Qualifications

- (a) Generally. No employee or agent of the City may operate any City vehicle unless they meet all of the qualifications listed in this section. No employee or agent of the City may operate a privately owned motor vehicle in pursuance of City business unless they meet all of the applicable qualifications of this section.
- (b) Driver's License Mandatory.
 - (1) If an employee's position requires the operation of a motor vehicle on public roads while conducting City business, the employee must maintain the appropriate or required, valid State of Texas Driver's License and must meet City standards for driving records.
 - (2) No employee shall be qualified to drive on City business if he/she does not have a current, valid driver's license (including any necessary endorsements or additional licensing requirements for the position) from applicant/employee's state of

residence. All employees must supply their department head or supervisor with a copy of a current, valid driver's license prior to operating any City vehicle or motor-driven equipment.

- (3) No temporary or provisional commercial driver's license will be accepted. No out-of-service order may be in effect for any CDL driver. Upon moving to the State of Texas, drivers must obtain a valid Texas Driver's License within 30 days.
 - (4) In addition, certain City employees must possess and carry a current, valid, Commercial Driver's license while driving a City vehicle or privately owned vehicle being used for City business as required by state law, including whenever driving a vehicle:
 - (i) Having a manufacturer's gross vehicle weight rating of more than 26,000 lbs.;
 - (ii) Towing a unit with a manufacturer's gross vehicle weight rating of more than 10,000 lbs. when the gross combination weight rating is more than 26,000 lbs.;
 - (iii) Used to carry 16 or more passengers (including the driver); or
 - (iv) Carrying hazardous materials in amounts requiring placarding.
 - (5) Whenever driving a motor vehicle which does not require a Commercial Driver's License, employees must possess and carry a current and valid operator's license issued by the State of Texas. Employees will present their motor vehicle operator's license to any authorized person upon request.
- (c) Safe Driving Record. The City will require all persons operating City vehicles and those employees driving their own vehicles on City business to maintain a safe driving record. A "safe driving record" will be defined as:
- (1) No more than three moving violations or motor vehicle accidents, in any combination, within a 36 month period;
 - (2) No conviction of driving/boating/flying while intoxicated (DWI/BWI/FWI), driving while under the influence of drugs or alcohol (DWI/DUI); and
 - (3) No felony conviction of failure to stop and render aid, failure to leave identification at the scene of an accident, involuntary manslaughter, criminally negligent homicide, or any other felony involving use of a motor vehicle.
- (d) Reporting Requirements. Each employee who drives on City business shall report to his/her supervisor (immediately if on-duty, or upon return to work if occurring off-duty) any event which might potentially disqualify the employee from driving on City business, such as citations for moving violations or motor vehicle crashes. **Any failure to report a Driving Event(s) to the direct supervisor within 24 hours will subject the employee to disciplinary or corrective action, up to and including termination.** At a minimum, any employee who drives on City business shall report all of the following events ("Driving Events"):
- (1) Moving violation conviction(s);

- (2) A conviction for DWI/DUI or flying/boating while intoxicated (or entering a deferred adjudication program for DWI/DUI);
 - (3) Any cancellation, revocation, or expiration of the employee's driver's license without immediate renewal or reinstatement;
 - (4) Any suspension of a driver's license, any temporary suspension, or out-of-service order of a Commercial Driver's License, occurring for any reason. This includes, but is not limited to: suspensions for nonpayment of child support; habitual violations; revocations for medical reasons, criminal mischief, fraud, or drug offenses; "serious" traffic violations, or as set forth in Texas Transportation Code Chapter 521;
 - (5) Felony conviction, including but not limited to intoxication assault or intoxication manslaughter, etc., involving the use of a motor vehicle;
 - (6) A suspension, cancellation, revocation, or expiration of the employee's personal liability insurance on his/her privately-owned vehicle used for City business (or non-owned rider coverage); or
 - (7) Arrest, citation, or indictment for any offense related to public intoxication (PI), driving while intoxicated (DWI), or similar offense involving alcohol or any other drug or substance, whether or not the events forming the basis of the charge or investigation occurred while the employee was on-duty.
- (e) Driving Record. Employee driving records will be checked at random periodically to ensure that no persons with unsafe driving records are operating City vehicles or driving on City business. A copy of the driving record of all employees with driving responsibilities who do not meet the safe driving requirement will be submitted to their department head for review. Action to be taken in each case will be recommended by the department head, to the City Manager for final approval. Upon request, an employee shall provide their department head with a signed and completed form of release that will allow the City to obtain the employee's official driving record.
- (f) Employees who fail to meet the safe driving requirements may be required to submit to one or more of the consequences below, at the discretion of the City Manager:
- (1) Required to attend a defensive driving class on their own time and at their own expense;
 - (2) Assigned non-driving responsibilities within their current department, if available;
 - (3) Transferred to another department and assigned non-driving responsibilities, if available;
 - (4) Assessed another type of remedial action as determined by the City Manager to be appropriate in that specific case; or
 - (5) Dismissed from employment, if none of the above alternatives can be achieved within a reasonable period of time. A "reasonable period" will be defined as generally

not to exceed 30 calendar days from the date an employee is notified of his/her failure to meet the safe driving requirements.

- (g) **Proof of Financial Responsibility.** Any employee driving a private vehicle on City business is individually responsible for maintaining liability insurance. Employees who operate their privately owned vehicles on City business shall carry proof of financial responsibility (such as a current insurance card for an amount of liability insurance equal to or exceeding the minimum coverage required by state law) at all times the vehicle is in operation, and must present evidence of current insurance coverage upon request to any authorized person.
- (h) **Driver Training.** Those employees who drive City-owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions. The defensive driving requirements are as follows:
 - (1) New employees shall complete a defensive driver training course approved in advance by the employees' department head. New employees shall take the course at the first available course date after the commencement of employment.
 - (2) Current employees driving a City-owned vehicle—as well as those employees who change positions or assignments to include driving a City-owned vehicle—are similarly required to complete a defensive driver training course approved in advance by the employees' department head. These employees shall take the course at the first course date as determined by their department head.
 - (3) All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.
- (i) **Other Qualifications.**
 - (1) All employees must be at least 18 years of age before operating any City vehicle or motor-driven equipment.
 - (2) Employees must also consistently operate any City vehicle or privately-owned vehicle used in support of City business in a manner which reflects positively on the City. This includes courtesy to other drivers, appropriate distancing when parking any City vehicle, and heightened caution in the presence of pedestrians.

114.5 Operation and Ridership

- (a) Except for maintenance, service and repair, only City employees are allowed to operate a City vehicle. Ridership should be limited to employees or persons on official City business. Due to the nature of certain employees being required to be on call and take a vehicle home, the City Manager may exercise limited discretion in situations wherein the ridership policy might cause transportation difficulties to an employee required to be on standby and use a City vehicle.
- (b) Employees should organize vehicle use to avoid unnecessary trips and minimize vehicle wear and tear. Employees travelling to a common destination should travel in as few vehicles as is practical under the circumstances.

- (c) Employees shall be personally liable for any citations or penalties accompanying violations of this provision. Tolls and parking fees (but not fines, penalties, costs, or citations) may be reimbursed upon presentation of appropriate documentation to the Director of Human Resources or department head. In some instances, due to frequent toll use, some vehicles may be outfitted with a City-purchased and owned toll tag. Toll tags are to be assigned to a specific vehicle and are the responsibility of the department head to monitor and ensure that toll tags are maintained and used only for City business.
- (d) Employees shall be responsible for paying all fines and penalties stemming from moving violations or other fines received while on duty or when operating a City vehicles or privately-owned vehicle on City business. Even if properly paid by the employee, such violations may be used to determine whether an employee may continue to drive motor vehicles on City business.

114.6 Privately Owned Vehicles on City Business

- (a) Employees may use privately owned vehicles on City business only after approval from the department head or City Manager. No employee shall be allowed to use a privately owned vehicle without first providing proof of adequate insurance coverage and a valid driver's license issued by the State of Texas.
- (b) Privately owned vehicles being used for City business must display valid registration and inspection stickers and have a current, valid, Texas license plate attached to the front and rear of the vehicle. Employees are responsible for the expense of maintaining these items and shall take all steps to ensure legal operation of the vehicle during their off-work hours.
- (c) Privately owned vehicles will not use City gasoline, oil, fuel additives, filters, or any maintenance supplies provided by the City. Only eligible employees can be reimbursed for mileage driven in support of City business. No mileage reimbursements will be possible without properly documented mileage and advance authorization of mileage reimbursement.

114.7 Safety, Maintenance, and Care

- (a) Generally. Supervisors shall not allow any driver to operate an unsafe City vehicle or operate any vehicle for something other than its designed purpose, or issue any directives that may cause a violation of this motor vehicle use policy.
- (b) Safety. All operators and passengers will be individually accountable for abiding with all laws pertaining to vehicles and their operation.
 - (1) No one is allowed to operate a City vehicle or piece of equipment while under the influence of alcohol, medication or drugs which might impair the operator's mental or physical faculties, including but not limited to judgment, reflexes, and senses..
 - (2) No person with corrective lenses, devices, or appliances shall be allowed to operate City equipment or vehicles without same being in place and in good repair.
 - (3) No City employees may operate or place in motion any motor vehicle on City business unless all vehicle occupants are first secured using all available safety restraints, such as seat belts and shoulder harnesses, in the manner prescribed by

state law. All City employees riding in a motor vehicle while on City business shall use all available safety restraints. Failure to appropriately use safety devices while operating or occupying a motor vehicle on City business may be the basis for disciplinary action, up to and including termination.

- (4) No motor vehicle used for performance of City business shall be operated with vision obstructed by broken or cracked glass, dirt, frost, ice, dew, or other condensation on windows or mirrors. Employees are required to remove any impediments to clear view prior to putting any vehicle in motion.
- (5) No City vehicle shall be operated if it has a door which does not close properly or if it has a door that must be secured by means other than the appropriate standard latching mechanism.
- (6) Any person who is injured or becomes ill should use the radio and/or cellular phone to obtain assistance rather than try to operate a vehicle or piece of equipment.
- (7) Use of tobacco is not allowed in City vehicles (see Section 104.06.1 of this Manual).
- (8) Employees shall take all practical measures to eliminate distractions while driving any motor vehicle in support of City business. Caution must be exercised with the use of communication radios and/or cellular phones while operating a vehicle. Every effort should be made to minimize the use of these devices while driving. Use of cellular phones or other wireless communication devices in a "hands-free" mode is permitted unless a department policy mandates otherwise. Reading or sending text messages while driving is strictly prohibited. Fire and law enforcement officers are permitted to use electronic devices while driving if the usage is within the course and scope of an official emergency response or communication, in circumstances where the device is essential for the nature of the emergency response and no other employee is available to utilize the device, so long as such use does not unduly endanger any persons or property.
- (9) No personal or City-issued cell phones (including texting), two-way communication radios, or any other device utilizing earphones (whether or not issued by the City) shall be worn or operated while driving, with the exception of those devices utilized by the Police Department and/or Fire Department in the execution of their job functions as necessary to communicate through dispatch services and respond to emergency situations. In the event an employee is found to be using one of these devices while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
- (10) Any City employee operating a City vehicle shall avoid any behavior which presents an increased risk of damage to the vehicle or which unnecessarily accelerates wear and tear of that vehicle or its components. Forbidden behaviors include, but are not limited to: excessively racing a cold engine; riding a clutch; continuing to operate a City vehicle/item of equipment when instruments or warning lights indicate a malfunction or deficit of operating liquids (e.g., "Low Oil" light); continuing to operate a City vehicle that is producing unusual noises or is difficult to control; overloading any City vehicle or item of equipment or using it for purposes other than those for which it was designed; and introducing incorrect fuel (such as

diesel rather than gasoline) or incorporating any foreign substance (such as water into the oil system) into a City vehicle or equipment.

- (11) Operators of City vehicles shall insure that all loads are secured in accordance with the rules of the road, that the vehicle load will safely pass under all obstructions (suspended lines, under/overpasses) on the planned route of travel, and that all passengers can be safely and lawfully transported before setting the vehicle in motion.
 - (12) City vehicles shall not be used to push or tow any other vehicle unless properly equipped for such purpose.
 - (13) City vehicles should not be left unlocked, except in extreme emergencies. Under no circumstances should keys be left with unattended vehicles.
 - (14) Any employee who is using prescription or non-prescription medication or substances having side effect(s) that may hinder or impair safe driving shall not drive on City business. In the event an employee is found to be using these substances while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
 - (15) Employees shall not drive a City vehicle or a privately-owned vehicle on City business while under the influence of alcohol or any controlled substance. In the event an employee is found to be under the influence of alcohol or any controlled substance while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
- (c) Maintenance and Care. Periodic inventory of equipment and vehicles will be taken at the discretion of the City Manager or other functional manager. All damaged, broken, or lost equipment will be repaired, replaced, or removed from service.
- (1) Those personnel assigned use of a vehicle or piece of equipment will be responsible for the maintenance and care of said vehicle/equipment.
 - (2) Damage arising from misuse or neglect attributable to operator negligence is subject to review by the City Manager and subsequent repair at the expense of employee held responsible for same.
 - (3) No one shall operate a City vehicle or piece of equipment that is unsafe. All employees shall report any unsafe condition, maintenance warning, or other disrepair immediately to the appropriate supervisor. If a City vehicle becomes disabled, malfunctions, or is believed to possess any characteristic presenting a safety risk in the opinion of a reasonably prudent motor vehicle operator, all employees are required to report the disrepair or unsafe condition to the appropriate supervisor immediately. In the event a City vehicle can still be operated safely without harm or undue risk to the vehicle, its passengers, or others, the City vehicle may be driven to a repair facility. If it is uncertain whether or not a City vehicle is safe for driving, the department head responsible for the vehicle shall make arrangements for the vehicle to be towed to a repair facility.

- (4) Employees shall not make any modifications to City vehicles or City vehicle mounted equipment without prior written authorization from the appropriate department official responsible for the maintenance of that vehicle or piece of equipment.
- (5) Employees who drive City vehicles shall keep the interior clean and free of trash and other debris.
- (6) No employee shall cause or allow the engine of a City vehicle within his or her custody or control to idle for more than five consecutive minutes in a one-hour period when the City vehicle is not in motion or when that engine is not being used for its primary function. No employee shall switch the City vehicle engine off and back on in a manner that would serve to comply with the five-minute limitation, but defeat the intent of this restriction, which is to reduce emissions, fuel consumption, and vehicular wear caused by engine idling. Exceptions to this rule include:
 - (i) City vehicles prohibited from movement due to traffic conditions over which the operator has no control;
 - (ii) City vehicles being used in an emergency or law enforcement capacity;
 - (iii) City vehicles being used as a primary power source for another device, such as a power take-off unit;
 - (iv) City vehicles being operated for maintenance and diagnostic purposes;
 - (v) City vehicles being used in transit operations, in which case the engine may be allowed to idle for up to 30 minutes; or
 - (vi) City vehicles idling to protect employee health or safety.

114.8 Vehicle Logs

It will be the responsibility of each operator of a City vehicle or piece of equipment to properly fill out any paperwork associated with the use, mileage, gas/lubricant applications, maintenance or any other documentation, which may be required from time to time. It is ultimately the department head's responsibility to ensure that required reports associated with City vehicles in use by their department are completed and properly filed.

114.9 Take Home Vehicle Policy

- (a) Under limited circumstances, employees of the City may be permitted to drive a City vehicle to be kept off of City premises in "home storage." Employees may be authorized to drive a City vehicle home under the following conditions:
 - (1) Employee is on 24 hour call.
 - (2) Department heads, supervisors, or other employees that are subject to emergency call-back after regular work hours.
 - (3) Employees that conduct City business on a frequent basis before and after normal working hours.

(a) Any employee allowed to take home a City owned vehicle must:

- (1) receive permission form his or her department head and the City Manager, in writing, stipulating the conditions and privileges.
- (2) keep the vehicle at their home or at a pre-designated area;
- (3) use the vehicle for City business use only. Personal or private use of a City owned take-home vehicle is prohibited.
- (4) park the vehicle off the street; and
- (5) only allow City employees to ride in the City vehicle without explicit authorization.

(b) Use of a City owned vehicle as a take-home vehicle is a discretionary privilege that can be withdrawn by the City Manager for any reason.

114.10 Traffic Citations and Accidents

(a) Generally. Supervisors receiving a report of a Driving Event, or any employee condition related to driving safety, shall promptly investigate the surrounding circumstances, prepare a written report, and forward it report to the department head within 48 hours. The supervisor shall require the employee to present all court documents and motor vehicle record reports necessary for the department to evaluate whether a potentially disqualifying Driving Event has occurred.

(b) Traffic Citations. If an employee receives a traffic citation for a moving violation committed while operating a City-owned vehicle or while driving their personal vehicle on City business, the employee will be expected to pay any resulting fine at their own expense. Repeated traffic violations or misuse of City vehicles or equipment may result in disciplinary action, up to and including termination.

(c) Accidents in City-Owned Vehicles. If an employee is involved in an accident while driving a City vehicle, that individual will be required to follow the specific accident reporting procedure outlined by the department. In general, for all departments, the employee should:

- (1) Call 911 for immediate assistance.
- (2) Call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a police officer.
- (3) Obey all state laws regarding rendering assistance to any injured persons, providing required information, and cooperating with law enforcement investigation of the accident.
- (4) Provide their name and department to the other driver without discussing the accident with anyone except the investigating officer or their supervisor.
- (5) Call the supervisor who will then be responsible to file the required accident form. Forms are available in the department or from Human Resources. An accident report

shall be filed in all instances involving City vehicles and equipment, regardless of the amount of the damage or location of the accident.

- (6) Report to one of our drug and alcohol testing sites immediately. A supervisor or other member of City administration must provide transport unless otherwise directed by the City Manager. Exceptions can only be made by the City Manager or his or her designee.
- (7) Failure to report any accident or vehicle damage immediately may result in disciplinary action including termination.
- (d) Employees who are involved in any arrest, citation, indictment, investigation, collision, or other incident in which the employee's use of alcohol, over-the-counter drugs, prescription medications, or some other drug or controlled substance is alleged to be a factor are expressly forbidden from operating any motor vehicle on City business pending re-authorization by the City. This includes, but is not limited to, arrests or citations for DWI/PI which have not yet reached a final adjudication.
- (e) The City Manager and department head shall review all reports of Driving Events and determine whether the employee can be permitted to drive on City business. An employee whose essential job functions including driving on City business may be subject to termination if suspended from driving City vehicles for any period.

114.11 Authority of City Manager to Control Use

The City Manager has the authority to impose additional qualifications and restrictions on the operation and use of City vehicles, if such restrictions contribute to the safety of the general public and City employees, or if they serve to improve the functional operations of any City department without compromising the safety of any person.

City of Anna Personnel Policy Manual Section 115. Substance Abuse Policy
--

115.1 Purpose

It is the policy of the City to maintain a work environment free from the use, possession and effect of controlled substances and alcoholic beverages. The City recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making, and reduced productivity. Therefore, the City expects all employees to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

115.2 General Policy

- (a) Being under the influence of alcohol or controlled substance on City property is prohibited, regardless of whether or not the employee is currently on duty. The unauthorized use or possession of prescription drugs or excessive or improper use of over-the-counter drugs on City property is prohibited.
- (b) Employees who violate this policy are subject to appropriate disciplinary action, including termination.
- (c) This policy applies to all employees of the City, regardless of rank or position, and includes temporary and part time employees.

115.3 Violations

- (a) The sale or unlawful manufacture, possession, distribution, and/or use of controlled substances or alcoholic beverages by an employee while on duty or during lunch and/or other breaks or at any time while the employee is on a City work site or on duty, is absolutely prohibited and constitutes cause for discipline, up to and including termination, in accordance with these personnel regulations. The appropriate law enforcement agency will be notified of any such sale, distribution, and/or use of illegal substance by employees. Any employee who is arrested for a drug-related crime under a state or federal criminal drug statute for violations occurring on or off duty must report their arrest to their supervisor within three days.
- (b) The City retains the right to perform drug tests of its employees at any time when appropriate under these regulations and at a testing facility of its choosing. Failure to comply with instructions to report and submit to a drug test as authorized under these policies will be considered insubordination and may constitute grounds for disciplinary action up to and including termination.

115.4 Surveillance, Searches, and Testing

- (a) Generally. By accepting an offer of employment, all employees of the City consent to the video surveillance described below, at any time the City may choose, and also release the

City from all liability, including liability for negligence, associated with the enforcement of the policies and procedures in this Manual and/or any searches or surveillance or testing undertaken pursuant to this section. This consent to surveillance and searches and accompanying release of liability does not create, modify, or otherwise affect the employee-at-will status of any City employee, and should not be interpreted to constitute any guarantee or promise of employment. Failure to adhere to this section and any related policies or procedures may subject an employee to disciplinary action, up to and including termination without warning.

(b) Surveillance. In order to promote the safety of employees and City visitors, as well as the security of its facilities, the City may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms. The City may position video cameras in appropriate places within and around City buildings to monitor activity and promote the safety and security of people and property. All desks, storage areas, lockers, and all vehicles owned, financed, or leased by the City or used by the City to transport employees, goods, and/or products are subject to monitoring and search at any time without the employee's knowledge, presence, or permission.

(c) Searches.

(1) The City reserves the right to conduct searches to monitor compliance with rules concerning the safety of employees, security of the City and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" includes: illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription; unauthorized weapons; any items of an obscene, harassing, demeaning, or violent nature; and any property in the possession or control of an employee who does not have authorization from the owner of the property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. The City may search employees, their work areas, lockers, personal vehicles (if driven or parked on City property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers, and such searches shall be conducted in accordance with these policies. In requesting a search, the City makes no accusation of theft, some other crime, or any other variety of improper conduct.

(2) There is no general or specific expectation of privacy in the workplace of the City, either on the premises of City property or while on duty. Employees should assume that what they do while on duty or on City premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, the City will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the City a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to City officials and/or law enforcement authorities.

- (3) The City may conduct unannounced searches or inspections of City-owned property where there is reasonable suspicion of criminal activity or the presence of alcohol or controlled substances. These searches may include, but are not limited to, lockers, offices, tool chests, and desks located on City property, work sites and City-owned vehicles. Where an employee may be able to limit access to a City-owned container (such as a locker securable by a padlock), the City may either request that the employee remove any locks to allow a search or physically remove the locks without prior notice to the employee. The City will not reimburse any expenses associated with removal of a security device to allow a search of City premises.
- (4) The City may search or seize an employee's personal property when there is reasonable suspicion of criminal activity or the presence of alcohol or controlled substances. In conducting such searches or seizures, the City will coordinate with the Police Department and/or the City Attorney's office before conducting a search or seizure, except when exigent circumstances are present. All employees of the City are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending on the situation. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search performed under this policy will be done in a manner protecting the employees' privacy, confidentiality, and personal dignity to the greatest extent possible.
- (5) No employee will be physically forced to submit to a search or seizure unless exigent circumstances require same. However, an employee who refuses to submit to a search request from the City will face disciplinary action, up to and possibly including immediate termination of employment.

(d) Testing.

- (1) When the department head, Human Resources or City Manager has a reasonable suspicion that an employee, at work or when reporting to work, is under the influence of alcohol or a controlled substance, or is abusing alcohol or a controlled substance and appears to be impaired or unfit for duty, the employee will be required to submit to a drug-alcohol test. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or reduced. Observations which constitute a factual basis for determining reasonable suspicion may include, but are not limited to: odor of alcoholic beverage, erratic behavior, violent mood swings, excessive absenteeism including tardiness, a medical emergency that can be attributed to drug use, physical on-the-job evidence of drug use, documented deterioration in the employee's job performance, or an accident which is caused by the apparent action or inaction of the employee.
- (2) The immediate supervisor or department head or Human Resources will submit information in writing, to the City Manager that describes the incident, documenting the circumstances leading to the conclusion that a drug test is necessary. Such documentation will include the date, time, place, description of incident, and statements of witnesses. Any other evidence such as drugs, drug paraphernalia and containers will be collected. After documenting the incident, the department head

will contact Human Resources and the City Manager to determine if drug testing is appropriate and to arrange for testing. If drug testing is appropriate, the immediate supervisor or department head will transport the employee to the drug specimen collection facility. The drug/alcohol tests may utilize urine, blood, hair follicle, or other type of sample as medically appropriate and feasible under the circumstances. After testing, the employee will be transported home by their immediate supervisor, a relative or their emergency contact of record and instructed not to report to work until the results of the test are known.

- (3) Failure to comply with requested drug testing will subject the employee to disciplinary action, which may include termination.

115.5 Preventive Acts

- (a) Employees taking drugs prescribed by an attending physician must advise their immediate supervisor in writing of the possible effects of such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential and communicated to the immediate supervisor prior to the employee commencing work. All prescription drugs must be kept in their original container.
- (b) Supervisors should reasonably accommodate any temporary or permanent limitations caused by an employee's medications. Extreme caution should be used in all assignments of medicated employees involving operation or supervision of motor vehicles or heavy equipment, and any doubt should be resolved in postponing any such operation or supervision until it is certain that the employee can safely do so.

115.6 Work Related Accident

Any employee involved in a work related accident shall be subject to urine, breath, blood and/or hair follicle testing for drug or alcohol use or abuse. In the context of this subsection, "involved" includes all rational connections to the accident, and may call for drug testing of an employee who was injured due to the apparent fault of another person.

City of Anna

Personnel Policy Manual

Section 116. Reservation of Rights

116.1 Reservation of Rights

- (a) The City reserves the right (with or without notice) to interpret, change, suspend, cancel or dispute all or any part of this policy, or the procedures or benefits discussed herein. Where practicable, employees will be notified before implementation of any change.
- (b) Although adherence to this entire Manual is considered a condition of continued employment, nothing in this Manual alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice and the City retains the right to terminate any employee at any time, for any or no reason, without notice.
- (c) In the event of a typographical or scrivener's error in this Manual as to any number, letter, word, sentence, phrase or other content, which if implemented literally would have the effect of proving any unintended benefit or degree of benefit, the City Manager shall have full discretion to implement the provision(s) where such errors appear as if the provision(s) had been stated without the error and with the correct content. Any employee who notices a typographical or scrivener's error in this Manual or any amendment to this Manual shall promptly report same to the employee's supervisor or department head.

116.2 Other Laws and Regulations

This Manual is not intended to fully describe or explain all of an employee's potential rights or duties. The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Employees who desire further information should independently investigate the governing law and contact an attorney to evaluate their position. Unenforceable provisions of this policy shall be deemed to be deleted without invalidating any other parts of this Manual.

Exhibit 1

107.5 Medical Certification

(a) Any employee requesting family medical leave for a serious health condition of the employee or of an eligible family member shall provide a completed Certification of Health Care Provider for Employee's Serious Health Condition or a completed Certification of Health Care Provider for Family Member's Serious Health Condition (refer to Appendix A-7 or Appendix A-7.1, as applicable). Employees have at least 15 calendar days of the request for FMLA leave, but not more than 20 calendar days to obtain and submit to the Human Resource Administrator the required medical certification. The certification form must be completed by the patient's health care provider(s) and must contain at least the following:

- (1) Date condition began;
Probably duration of condition;
- (2) Appropriate medical facts about the condition; and
- (3) Statement that the employee is needed to care for the ill family member or, in the case of their own illness, is unable to perform their job.
- (4) Use of Paid Leave

107.07

- (b) Accrued sick leave, vacation leave, or other accrued paid leave must be used concurrently with unpaid leave under the FMLA (administrative leave without pay); provided, however, that sick leave shall not be used concurrently with unpaid leave under FMLA in any situation where sick leave is not authorized by the City's personnel policies including without limitation Section 106.03(b) or when an employee fails to provide the proof and/or certificate that may be required under Section 106.03(i). If the City substitutes paid leave for unpaid FMLA leave, it may be counted against the 12-week FMLA entitlement if the employee is notified of the designation when the substitution begins.
- (c) In the case of family and medical leave, the Department Head shall send notification to the employee, with a copy to the Human Resources Administrator designating the time off as leave under the FMLA.

Exhibit 1

105.04

Overtime and Compensation Time

- (f) Holiday leave and vacation leave for purposes of overtime calculation shall be calculated on the basis of sick leave, vacation leave, workers' compensation leave, disability leave, and other leave and shall not be counted as hours worked for overtime calculation.

106

- (1) Employees shall begin to accrue vacation leave on the first day of employment as shown in the following table:

Vacation Accrual						
	Full-time Department 24 hour Employees (Avg. 50 hours per week)		Full-time Police 12 hour Shift (Avg. 42 hours per week)		All other Full-time (Avg. 40 hours per week)	
	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
4-31		2	3.23		2	
4-74		2.2	3.55		2.2	
5-17		2.4	3.88	2.4	2.4	
5-6		2.6	4.2	2.6	2.6	
5-13		2.8	4.53	2.8	2.8	
1-9	2 (168)	3	4.847 (126)	3		
10 or more	4 (240)	4	6.920 (180)	4	6.1	
	Approx. Hours per year	Hours per year	Approx. Hours per year	Hours per year	Approx. Hours per year	Hours per year
Maximum Annual Vacation Accrual	336					

- (n) The City Manager may authorize paid leave as part of an offer of employment to a prospective employee.

Personnel Policy Manual

Acknowledgement Form Property of the City of Anna

TO BE SIGNED & RETURNED PRIOR TO START OF CITY EMPLOYMENT
(Employees are not eligible for compensation, leave, or benefits until this document has been signed and included in that employee's personnel file.)

I, _____, acknowledge receipt of a full copy of the City of Anna Personnel Policy Manual (this "Manual") and that I have read and understood its contents. Like all other employees of the City covered under this Manual, I am responsible for knowing its contents and keeping it updated. I also understand that this Manual is City property that must be returned to the Human Resources Administrator when I leave this organization. I understand and acknowledge that the City of Anna may change or modify the policies and procedures in this handbook at any time, with or without prior notice. I understand that violating the policies and rules set out in this handbook may lead to disciplinary action up to and including termination.

I further understand that this Manual does not create a contract for employment with the City of Anna or in any way modify, limit, or alter the "at-will" nature of the undersigned's employment with the City of Anna.

Issued to: _____

Signed: _____

Date received: _____

A copy of this signed page shall be placed in the employee's personnel file.

CONSIDERATION FOR PROMOTION/TRANSFER REQUEST

I understand that the information conveyed in this document shall be used to consider my request for the promotion/transfer described herein only. Furthermore, I understand that I must provide a separate completed form to be considered for each promotion/transfer.

Name _____ SSN (last 4 digits) _____

I request to be considered for a promotion/transfer (circle one) from my present job position,

(Position Title and Department)

to the job position of:

(Position Title and Department)

Years Employed with the City: _____ Years in Current Position: _____

Reason for Promotion/Transfer:

Applicant's Signature

Date

Current Department Head
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

Receiving Department Head
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

City Manager
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

Appendix A-4

PERSONNEL ACTION FORM

Name		Telephone		Sex—	
Address					
Fund No.		Cost Center		Social Security No.	
Employee ID #					
Date of Hire—			Date of Birth—		

PROMOTION, DEMOTION OR TRANSFER APPOINTMENT

FROM: _____ TO: _____

Job Code/Position No.		Job Code/Position No.	
Title		Title	
Pay Group	Cost Ctr	Pay Group	Cost Ctr
Department Name		Department Name	
Hrly Salary	Grade	Hrly. Salary	Grade
Status		Status	
Regular	Temporary	Regular	Temporary
Part-time	Full-time	Part-time	Full-time

PERFORMANCE INCREASE, PAY DECREASE OR PAY ADJUSTMENT

Date of Pay Decrease:		Title	
From: Hrly Salary	Grade	To: Hrly Salary	Grade
Pay Decrease:		Performance Award (Lump Sum) \$	

LEAVE OF ABSENCE OF SUSPENSION (Check "J" Leave classification)

Placed on:	☐ Leave of Absence	☐ Suspension	Effective Date
Return from:	☐ Leave of Absence	☐ Suspension	Effective Date
Nature of Leave -			

SEPARATION (Check "J" Separation classification)

Title		Hrly Rate	
☐ Retirement	☐ Dismissal	☐ Layoff	☐ Disability
☐ Resignation	☐ Deceased	☐ End of Temporary Work	

Effective Date: _____

Remarks: _____

ACCOUNTING USE ONLY

Benefits:

Regular Hrs	_____	@	_____	_____	Comp Time	_____	@	_____	_____
Overtime Hrs	_____	@	_____	_____	Longevity	_____	@	_____	_____
Sick Leave	_____	hrs	_____	_____	Ins Refund	_____	@	_____	_____
Vacation	_____	hrs	_____	_____	Other (specify)	_____	@	_____	_____

APPROVALS REQUIRED (SEE NEXT PAGE)

Current Department Head		Approval/Denial (circle one)	
Printed Name: _____		Printed Name: _____	
DATE _____		DATE _____	
s Department (circle one)		ger (circle one)	
Printed Name: _____		Printed Name: _____	
DATE _____		DATE _____	

DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT**COMPLAINT FORM**

This form may be filled-out by the complainant or person receiving the complaint.

Date of Complaint: _____

Name of Person Completing this Form: _____

Phone Number: _____ Title: _____

Complainant Information

Name: _____ Title: _____

Direct Supervisor: _____ Department: _____

Work Address: _____ Work Phone: _____

Home Address: _____ Home Phone: _____

Type of Complaint: *(check the type(s) of discrimination/harassment that relates to this complaint)*

Sexual Harassment ☐	Sex Discrimination ☐	Racial Discrimination ☐
Age Discrimination ☐	Religious Discrimination ☐	National Origin Discrimination ☐
Disability Discrimination ☐	Pregnancy Discrimination ☐	Color Discrimination ☐
Sexual Orientation ☐	Gender Identity ☐	Genetic Information ☐

Hostile Work Environment or Retaliation: *(must be based on one or more of the protected groups listed above, check if appropriate)*

Hostile Work Environment ☐

Retaliation ☐

By initialing the below box you are acknowledging that you understand that every complaint of a discrimination/harassment/sexual harassment nature will be investigated and that the accused will be notified of the complaint.

Initials

What or who do you believe was responsible for the alleged discrimination or harassment incident(s)?

Accused Information

Name: _____ Title: _____

Relationship to Complainant: (i.e. supervisor, co-worker, subordinate, etc.) _____

Direct Supervisor: _____ Department: _____

Work Address: _____ Work Phone: _____

Describe the alleged harassment or discrimination incident(s). Please specify location(s), date(s), and time(s) of each occurrence. Use as much detail as possible. Attach additional sheets, if necessary.

Did you inform the alleged offender(s) their behavior was unacceptable?

Yes ☐

No ☐

If yes, please describe:

Were there any witnesses to the alleged harassment or discrimination incident(s)?

Yes ☐

No ☐

If yes, please provide the name(s), address(es) and phone number(s):

Have you reported this incident to anyone else?

Yes ☐

No ☐

If yes, please provide the name(s), address(es) and phone number(s):

What remedy are you seeking?

Please attach any supporting documentation to this form.

I, _____ (complainant name) certify this statement is true and factual.

Complainant's Signature:

	Date:
Printed Name:	Phone Number:

**NOTICE OF INTENT TO RETURN
FROM FAMILY MEDICAL LEAVE**

Name:	Date:
Social Security Number:	Department:
Date of Leave Commenced:	Date of Planned Return:

I understand that my restoration to employment is subject to the following conditions:

1. If leave was for a continuous block of time and my health care provider has released me to return to work, I intend to return to work as scheduled.

____ Yes

____ No. If “no” is selected, I am stating I do not intend to return to work and I am resigning my employment with the City of Anna.

2. I was advised, prior to the date of this Notice, that as a condition of my restoration to employment, I would be required to provide a written certification from my health care provider that I am able to resume working and can perform the essential functions of my job. My health care provider has reviewed documents related to my job and their certification is indicated below.

Employee’s Signature:

	Date:
--	-------

Health Care Provider Information:

Health Care Provider Name:	Certification Date:
I have examined the above referenced employee and compared the employee’s condition to the job duties and requirements for the position of _____. I hereby certify that he/she is fully able to resume working in that position.	

Health Care Provider’s Signature:

	Date:
Printed Name:	Phone Number:

Appendix A-7

CERTIFICATION OF HEALTH CARE PROVIDER

The Following is to be Completed by the Attending Physician or Practitioner:

The information requested on this form relates only to the *serious health condition* for which the employee is requesting leave under the Family and Medical Leave Act.

Employee's Name:	Patient's Name (if different from employee)
Employee's Department:	Patient's Relationship to Employee:
Do you believe the physical presence of the employee named above is necessary or beneficial in the care of the patient? ☐ Yes ☐ No If Yes, for how long? _____	
<i>Please check the applicable category of the patient's qualifying condition.</i>	
☐ Hospital Care Admission to Hospital Date: _____ Discharge Date: _____ ☐ Acute Condition (Absence Plus Treatment) ☐ Birth of a Child Estimated Date of Delivery _____ ☐ Request for Mother ☐ Request for Father ☐ Chronic/Permanent Expected frequency of absence: _____ days per month Lasting _____ hours per absence	
1. Length of time your patient has had/will have this condition from: _____ through: _____ (keeping the employee from essential function of his/her job.) 2. Describe the <i>regimen of treatment</i> to be prescribed indicating the number of visits, general nature and duration of treatment, including referral to other provider(s) of health services. <i>Include schedule of visits or treatment, if medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.</i> _____ _____ _____	
Print or Type Name of Healthcare Provider _____ Signature of Healthcare Provider _____ Type of Practice _____ Street and Mailing Address _____ Telephone Number _____ FAX Number _____ Physician Signature _____ Date _____	

GARRITY WARNING

To be given to an employee by their employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

GARRITY WARNING

I wish to advise you that you are being questioned as part of an official investigation of your employer. You will be asked questions specifically, directly and narrowly related to performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent discipline.

I, _____ (employee name) agree to testify or to answer questions relating to the performance of my official duties or fitness for duty.

_____ Yes

_____ No. If “no” is selected, I am stating I refuse to testify or to answer questions relating to the performance of my official duties or fitness for duty and I am resigning my employment with the City of Anna.

Employee's Acknowledgment:

	Date:
Printed Name:	

Human Resource Representative Acknowledgement:

	Date:
Printed Name:	

PERFORMANCE IMPROVEMENT PLAN

Employee Name:	Job Title:
Department:	Date:

Performance in need of improvement *(List the goals the employee will initiate to improve work performance, as well as an action plan for how the employee will achieve each goal. Include skill development and changes needed to meet work performance expectations):*

Goals	Action Plan
1.	
2.	
3.	

Targeted Date for Improvement:

Expected results *(List measurements, where possible):*

Projects are completed on time and within budget

Dates to review progress by the employee and supervisor:

Progress at review dates *(Use additional sheets as necessary):*

D Employee has achieved the required improvement(s) described above.

D Employee has not achieved the required improvement(s) described above.

Employee Signature:	Date:
Supervisor Signature:	Date:

APPEAL OF DISCIPLINARY ACTION FORM
(To be completed by Complainant and returned to Human Resources)

Name:	Date:
Social Security Number:	Department:

Effective Date of Action: _____

Type of Action: *(check the type of action that relates to this appeal)*

Involuntary Transfer ☐ Dismissal ☐ Suspension ☐ Demotion ☐

Were you serving a probationary or trial period at the time of the action you are appealing?

Yes ☐ No ☐

Employment status at the time of the action you are appealing?

Permanent ☐ Seasonal ☐ Temporary ☐

Describe the action taken against you and why it was not reasonable, in your opinion. Attach additional sheets, if necessary.

What remedy are you seeking?

Employee's Signature:

	Date:
--	-------

Appendix A-11

Outcome of Appeal to be recorded by Human Resources Department, below.

SUPERVISOR/DEPARTMENT HEAD

DATE

HUMAN RESOURCES ADMINISTRATOR

DATE

FORMAL GRIEVANCE FORM

(To Be Completed By Complainant)

Date: (Date of Letter) _____

To: (Employee's Supervisor) _____

Supervisor's Position: _____

From: (Name of Employee) _____

Employee Position: _____

Department: _____

Nature of Grievance: _____

Date grievance reported to Supervisor: _____

Date to be resolved: _____

SIGNED:

COMPLAINANT

DATE

FIRST STEP - SUPERVISOR / DEPARTMENT HEAD:

Date of Meeting: _____ Time: _____ Place : _____

Comments or Additional Information (Supervisor/Department Head):

SIGNED:

SUPERVISOR/DEPARTMENT HEAD

DATE

Appendix A-12

Outcome of Grievance (or reasons for failure to reach settlement) to be recorded by Supervisor or Department Head, whichever is appropriate, below.

Accepted / Not accepted by Complainant: _____

SIGNED :

COMPLAINANT

DATE

WITNESS

DATE

WITNESS

DATE

SECOND STEP – CITY MANAGER LEVEL

Date of Meeting: _____ Time: _____ Place : _____

Comments or Additional Information (City Manager or his/her designee):

Outcome of Grievance (or reasons for failure to reach settlement) to be recorded by Mayor or his/her designee, whichever is appropriate, below.

Accepted/Not accepted by Complainant: _____

Appendix A-12

SIGNED:

COMPLAINANT

DATE

WITNESS

DATE

WITNESS

DATE

City Manager's Printed Name: _____

CITY MANAGER'S SIGNATURE

DATE

The content of this form is Private and Confidential

EMPLOYEE REPRIMAND

(To be Completed by Employee's Supervisor or Department Head)¹

To: (Name of Employee/ Position) _____

From: (Name of Supervisor/ Position) _____

Department: _____

Date(s)/time period(s) of employee's conduct resulting in reprimand: _____

Summary description of employee's conduct resulting in reprimand: _____

_____ (continue on additional pages if necessary)

The conduct described above must not be repeated and further disciplinary action will result if the employee fails to show and maintain satisfactory improvement. Summary description of expected conduct and behavior:

_____ (continue on additional pages if necessary)

Date to be resolved by employee (insert date and/or circle one or more):

Date: _____ immediately / all future times / all future similar situations

SIGNED:

SUPERVISOR or DEPARTMENT HEAD

DATE (Date of Reprimand)

(Section Below to be Completed by Employee)

I understand that my signature below does not necessarily mean that I agree with this reprimand, but rather only that I was given this reprimand. I also understand that if I were to refuse to sign this reprimand, I will be subject to further discipline up to and potentially including termination.

SIGNED:

EMPLOYEE

DATE

Employee's comments (optional) _____

_____ (continue on additional pages if necessary)

¹ Note: In certain circumstances, a reprimand may be completed and signed by the City Manager.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003

Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact:

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your _____ name:
First Middle Last

Name of family member for whom you will provide care:
First Middle Last

Relationship of family member to you:

If family member is your son or daughter, date of birth:

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature

Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:
Type of practice / Medical specialty:
Telephone: () Fax: ()

PART A: MEDICAL FACTS

1. Approximate date condition commenced:

Probable duration of condition:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Was medication, other than over-the-counter medication, prescribed? No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date:

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity:

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary:

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?
No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

hour(s) per day; days per week from through

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? No Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: times per week(s) month(s)

Duration: hours or day(s) per episode

Does the patient need care during these flare-ups? No Yes.

Explain the care needed by the patient, and why such care is medically necessary:

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.



Item No. 6.dd.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Jim Proce

AGENDA ITEM:

Approve votes for the 2022-2023 Texas Coalition for Affordable Power (TCAP) Board of Directors. (City Manager Jim Proce)

SUMMARY:

The City is a member of the Texas Coalition for Affordable Power (TCAP). Authorized when the Texas Legislature took action to deregulate the state's electricity market in 2001, the TCAP is a unique alliance of cities and other political subdivisions that have joined together to purchase electricity for their own governmental use.

TCAP is having an election to the Board of Directors. Anna is entitled to cast seven votes,

City Manager Proce recommends the following:

Gary Broz, Edna – LC (I)
Darron Leiker, Wichita Falls – HC (I)
Miles Risley, Corpus Christi – HC (I)
Courtney Alvarez, Kingsville – MC (I)
David Esquivel, Tomball – MC (I)
Karen Manila, North Richland Hills, HC (I)
Roy Rodriguez, McAllen – HC (I)

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2022 TCAP BOARD BALLOT

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

2022-2023 TCAP Board Ballot

BALLOT – 2022/2023 TCAP BOARD OF DIRECTORS

Instructions for Voting:

Only one ballot per member city/entity. The member representative is entitled to cast seven for the seven current positions. **PLEASE BE SURE THAT NO MORE THAN SEVEN CANDIDATES HAVE BEEN CHECKED!** **Ballots with more than seven cast votes will be rejected.** No more than one vote may be cast for the same nominee. Places 2, 4, and 6 will be filled by the three candidates in the high consumption (HC) category receiving the most votes. Place 8 will be filled by the candidate in the medium consumption (MC) category receiving the most votes. Place 10 will be filled by the candidate in the low consumption (LC) category receiving the most votes. Places 12 and 14 will be filled by the two candidates receiving the most votes but who were not elected to a particular consumption category. The exception to this rule is the requirement in TCAP Bylaws that stipulates the board of directors include at least one member from each of the four ERCOT zones (North, South, West, and Houston). Nominees who are incumbents (I) are noted on the ballot.

(Vote for seven)

Names were randomly drawn for ballot order

☐ Gary Broz, Edna – LC (I)	☐ David Esquivel, Tomball – MC (I)
☐ Darron Leiker, Wichita Falls – HC (I)	☐ Karen Manila, North Richland Hills, HC (I)
☐ Miles Risley, Corpus Christi – HC (I)	☐ Isom Cameron, DeSoto - MC
☐ William Linn, Kenedy - LC	☐ Roy Rodriguez, McAllen – HC (I)
☐ Courtney Alvarez, Kingsville – MC (I)	

Please complete and return by **5 p.m. C.S.T.,**

Thursday, December 30, 2021 to:

Janet DeVault, TCAP Secretary

15455 Dallas Parkway, Suite 600

Addison, TX 75001

or jdevault@tcaptx.com

You may also submit in person by 11:00 a.m. at the January 7, 2022, TCAP Annual Membership Meeting

Submitted by (MUST BE COMPLETED):

Printed Name

Signature

Member City/Entity:

Submit Ballot

2022/2023 TCAP Board Biographies

(alphabetical order)



Courtney Alvarez, City of Kingsville

Courtney Alvarez is the City Attorney for the City of Kingsville, Texas. She has served as a city attorney for Kingsville since 2000. She received a BBA in International Business and a BBA in Finance from the University of Texas in Austin. Courtney attended law school at the South Texas College of Law in Houston and interned at the Texas Supreme Court. Prior to her career in Kingsville, she worked at an insurance defense firm in Corpus Christi. She was involved with the South Texas Aggregation Project (STAP) from its creation in 2001 to its later merger with Cities Aggregation Power Project (CAPP) in 2011 to form TCAP. Courtney has served on the TCAP Board of Directors since its formation in 2011. She has been licensed to practice law in the State of Texas for over twenty-five years. Courtney is a member of several professional organizations which include the State Bar of Texas, the Texas Bar College, the Texas Municipal Courts Association, the International Municipal Lawyers Association, the Texas City Attorneys Association, and the Texas Bar Foundation. She currently serves as the TCAP President.



Gary Broz, City of Edna

Gary was born on September 15, 1955 in San Angelo, Texas. Gary and his siblings grew up in San Angelo. He graduated from Paint Rock High School. Gary went onto college in Sul Ross State University in Alpine, Texas where he graduated in 1977 with a bachelor's degree.

After school, came back home to the family farm and ranch. Mid 1980's were bad farming years. He went to work outside the family farm as General Manager at Paint Rock Wool Warehouse where they brokered wool, lamb feed lot, general store and automotive center.

In 1987, Gary went to work for the City of Brady. He began as Purchasing Agent moved up to Director of Public Works. He soon became Assistant to the City Manager, then Assistant City Manager and was promoted to City Manager in 1997.

After leaving Brady in November 2000 and accepted the position as City Manager in Port Lavaca where he worked there until November 2009. Gary and his wife moved to Liberty. He continued his career as City Manager in Liberty until retirement in 2018. After retiring, he and his wife, moved outside Columbus, Texas to start enjoying retirement. In July 2018, Gary was asked to be the City Manager in Eagle Lake, Texas where he worked until May 2019. The City of Edna proudly hired Gary to be their City Manager where he is now.

Gary has been married to Georgia for forty-one (41) years. They have two children. Their daughter, Shawna and her husband live in Ganado, Texas while son, Jonathan and grandson live in Port Lavaca, Texas.

2022/2023 TCAP Board Biographies

(alphabetical order)



Isom Cameron, City of DeSoto

Isom Cameron is the Deputy City Manager for the City of DeSoto. As Deputy City Manager, Isom oversees the following areas: Public Utilities, Development Services, Parks and Recreation, Environmental Health, Solid Waste Contractual Services, and various special projects. Additionally, Isom serves as the City Manager's liaison to the Fire Department, Southwest Regional 911 Communications Center, and Municipal Court.

Prior to becoming Deputy City Manager, Isom served as the City of DeSoto's Director of Public Utilities from 2010 to 2019 and as Water Superintendent from 2007 to 2010. Before joining the City of DeSoto, Isom spent 15 years with the City of Jackson, Mississippi in various capacities, including 6 years as Water Plant Operations Manager.

Isom earned a Bachelor of Business Administration Degree from Jackson State University and a Master of Business Administration Degree from the Richard DeVos School of Management at Northwood University. He is also a graduate of the National Forum for Black Public Administrators Executive Leadership Institute and an ICMA Credentialed Manager Candidate.



David Esquivel, PE City of Tomball

David Esquivel currently serves as City Manager for the City of Tomball. David previously served the City of Cleburne for 11 years in various capacities including Public Works director and Assistant City Manager. David came to the City of Tomball as the Public Works director and then served as the Assistant City Manager before the City Council appointed him as the City Manager in July 2021. David holds a Bachelor of Science degree in civil engineering from Texas Tech University and is a registered professional engineer. David has a wonderful wife, Brandilyn, and blessed with 3 terrific kids. Twin daughters Nadia and Sophia and a son Joaquin.



Darron Leiker, City of Wichita Falls

Darron Leiker has served as City Manager in Wichita Falls for 16 years. He oversees 1,240 employees and an annual budget of \$196 million. He was an Assistant City Manager here for three years before that. Darron has over 25 years of local government experience, in Texas and Kansas.

He has a Master of Public Administration degree and is a Credentialed City Manager by the International City Management Association (ICMA), a distinction held by less than 13% of members. Darron is also a graduate of the Senior Executive Institute at the University of Virginia.

2022/2023 TCAP Board Biographies

(alphabetical order)



William Linn, City of Kenedy

Mr. Linn is the current City Manager of Kenedy, Texas and a well-seasoned professional with a high overall acuity in addition to a high business and government acumen. The eldest grandson of a life-long public servant in Western Pennsylvania, Mr. Linn's grandfather during his lifetime was considered one of the most respected and influential political figures within Pennsylvania. From silently observing his grandfather's actions, Mr. Linn learned the art of politics and how to bring opposing sides together for the common good of all.

Mr. Linn attended Indiana University's Southeast campus in New Albany, Indiana where he earned his Bachelor of Science Degree in Business. After graduating with his Bachelor's Degree, Mr. Linn was accepted to several law schools where he intended to specialize in business and intellectual property law. However, due to law school strict non-work requirements for incoming first year students and weighing that against needing to support his family, Mr. Linn opted to forego a law degree and enrolled in Southern New Hampshire University where he earned his Master of Business Administration and Master of Science in Organizational Leadership degrees concurrently. In addition to his degrees, Mr. Linn is a Certified Fraud Examiner and a Certified Public Manager and is working to complete both the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

Throughout Mr. Linn's career he has been a participant on a regional CDBG oversight board, a county water supply board, and various other advisory committees for both for-profit and non-profit organizations alike. Additionally, when Mr. Linn is not serving a Governing Body or Municipality, he is busy with his consulting business, ministry, writing, serving as CFO of his wife's coffee shop organization, and enjoying quality time with his family.

Mr. Linn and his wife have been married for over 23 years and have 5 children. Mr. Linn and his family are active within their church, and Mr. Linn's God appointed ministry has led him to preach and teach on a domestic and international level taking God's message to countries like Pakistan.



Karen Manila, City of North Richland Hills

Karen Manila is an Assistant City Manager for the City of North Richland Hills and oversees administrative / fiscal services for the City including budget, finance, information services, municipal court, human resources, legislative analysis, organizational analysis and mineral leasing for city property. She is the city's liaison for franchised utilities including electricity, telephone and gas and has oversight of the city's solid waste contract. Ms. Manila earned a bachelor's of business administration in management from the University of Texas at San Antonio and a master's in public administration from the University of North Texas. She joined the City of North Richland Hills in 1999 as the city's director of budget and research. Prior to this, Ms. Manila held positions with the City of Garland, Texas; the City of Kaufman, Texas and worked for several years in public accounting. She has been on the TCAP board of directors since 2011.

2022/2023 TCAP Board Biographies

(alphabetical order)



Miles Risley, City of Corpus Christi

Miles Risley has served as a director for TCAP since it was established at the beginning of 2011. He is currently President of TCAP. He has served as City Attorney for the cities of Victoria, Wichita Falls, and Corpus Christi. He has been involved in electricity regulation issues since 1994, when he became a municipal attorney in Victoria, Texas, and, in the following years represented Victoria to the Steering Committee of Cities served by Central Power & Light and the South Texas Aggregation Project, Inc. (STAP). In 2009, he became the City Attorney for Wichita Falls and represented it to the Cities Aggregation Power Project (CAPP) and the Oncor Cities Steering Committee. In 2014, he became the City Attorney for Corpus Christi. As a municipal attorney for more than 25 years, Mr. Risley has drafted numerous resolutions and ordinances relating to electric, gas, and other utility issues. He has also negotiated franchise agreements with electric, gas, cable, and telephone providers. In addition, he has lobbied legislators throughout the years on various issues.



Roy Rodriguez, City of McAllen

Since March 2014, Roel Roy Rodriguez, P.E., has served as City Manager for the City of McAllen. Reporting directly to the Mayor and City Commission, Mr. Rodriguez manages 35 departments including two international ports of entry, an international airport, a municipal golf course, and the Convention Center District and has direct oversight over the City's \$197 million operating budget.

Mr. Rodriguez has over 30 years' experience managing diverse fiscal, environmental and community areas. He previously served as General Manager for the McAllen Public Utility where he oversaw all water and wastewater operations, including a capacity of 59 million gallons of treated water per day and growing. He previously worked as the City Engineer, Assistant City Manager and City Manager in Harlingen; the City Engineer in Weslaco; Jefferson County Engineer in Texas; and as Area Engineer in Oklahoma.

Mr. Rodriguez has a Bachelor of Science in Civil Engineering from Texas A&I University and a Master of Public Administration from the University of Texas - Pan American.

He served on the Texas Municipal Retirement System (TMRS) Board of Trustees from 2005 to 2018, to which he was appointed by Governor Rick Perry in 2005. He was also appointed by Governor Rick Perry in 2009 to serve on the Rio Grande Regional Water Authority.

Mr. Rodriguez is a member of the engineering advisory council at the University of Texas Rio Grande Valley as well as South Texas College. He also serves on the Public Administration Advisory Council at South Texas College and the Texas A&M University Kingsville College of Engineering Dean's Advisory Board. He is a member of the Texas City Manager Association and the American Society of Civil Engineers.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to amend Planned Development-Restricted Commercial (Ord. No. 821-2019) in order to reduce the front yard setback from 50 feet to 20 feet. Located at the southwest corner of W. White Street and Ferguson Parkway. (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the Ferguson-White Addition, Block A, Lots 1, 2, & 3, Final Plat.

C) Consider/Discuss/Action on a Resolution regarding the Ferguson-White Addition, Block A, Lot 1, Site Plan.

SUMMARY:

REMARKS:

The zoning associated with Ordinance No 821-2019 was established as part of a development request for a Bank at the southwest corner of W. White Street and Ferguson Parkway on June 30, 2021. Within this ordinance is a Planned Development Standard that allowed for a reduced front yard setback from 50 feet to 20 feet.

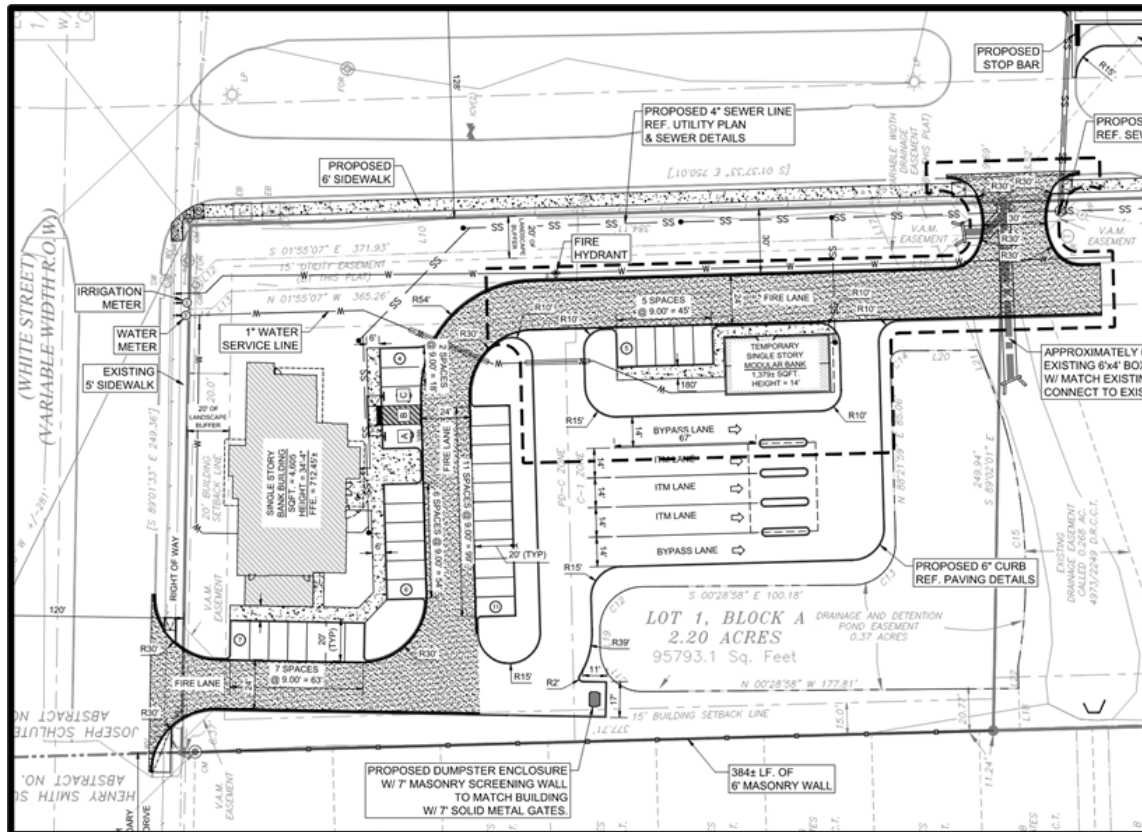
When the initial zoning was being considered by the Planning and Zoning Commission they recommended a timeframe be placed on the front yard setback variation request. When the zoning was ultimately approved by City Council the deadline was set to June 30, 2021.

"Front yard setbacks shall be a minimum of 20 feet. If construction is not completed on or before June 30, 2021, the front yard setback shall revert back to 50 feet."

When the zoning was established in 2019, the development of the property was proposed as a Bank (Chase Bank). The current development proposal for the property is also a bank (Lamar National Bank). As shown in the following images, the location of the proposed building along W. White Street is in general conformance with the previously approved concept plan submitted as part of the original 2019 zoning.

Previously Approved Concept Plan:





SUMMARY:

The applicant is requesting to re-establish zoning that allowed for a reduced front yard setback along W. White Street from 50 feet to 20 feet.

The proposed use for the property has not changed and the applicant is not requesting any additional amendments to the zoning. Additionally, as part of the zoning request the applicant has submitted a Site Plan and Final Plat development application associated with construction of the bank site. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval

ATTACHMENTS:

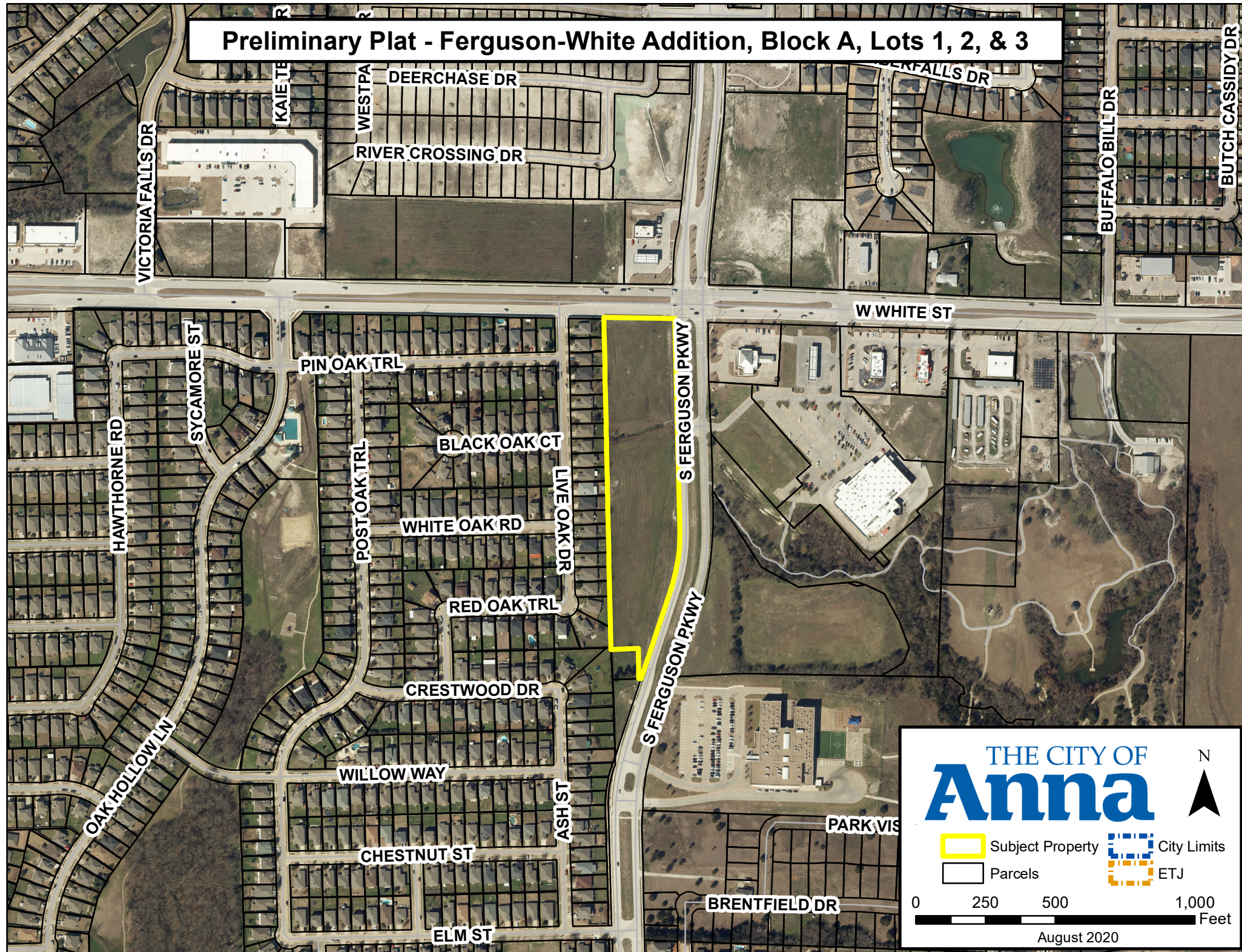
1. Agenda Map
2. Ordinance - (zoning) Ferguson-White Addn Lamar National Bank
3. Exhibit A (Legal Description) - Ferguson-White Addn - Site Plan
4. Exhibit B (Site Plan) - Ferguson-White Addn
5. Final Staff report - Amendment Ord. No. 821-2019
6. Responses
7. RESOLUTION - (SP) Ferguson-White Addition, Block A, Lots 1
8. Exhibit A (STAMPED) - Ferguson-White Addn - Site Plan
9. RESOLUTION - (FP) Ferguson-White Addn BL A Lts 1, 2, & 3
10. Exhibit A (STAMPED) - Ferguson-White Addn - Final Plat

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

Preliminary Plat - Ferguson-White Addition, Block A, Lots 1, 2, & 3



THE CITY OF
Anna

N

0 250 500 1,000 Feet

August 2020

Legend:

- Subject Property
- City Limits
- Parcels
- ETJ

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the southwest corner of W. White Street and S. Ferguson Parkway)

ORDINANCE NO. _____

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

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a request to amend zoning and development regulations in Ordinance No. 821-2019 from Lamar National Bank on Property described in Exhibit A and Exhibit B ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest corner of W. White Street and S Ferguson Parkway is requested to re-establish a Planned Development Standard associated with Ordinance No. 821-2019 that allowed for a reduced front yard setback along W. White Street from 50 feet to 20 feet; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Zoning Change

The Anna City Code of Ordinances and Ordinance No. 821-2019 are hereby amended as follows (additions are underlined; deletions are ~~struck through~~):

1.01 Permitted Uses

A Building or premise in this PD shall be used only for the uses as listed in Appendix 2 of Zoning Ordinance of C-1 (Restricted Commercial) Part of the Code (Ord. No. 654-2014, adopted 4/22/2014)

1.02 Height and Area Regulations

- (a) Front yard setbacks shall be a minimum of 20 feet along W. White Street. ~~If construction is not completed on or before June 30, 2021, the front yard setback shall revert back to 50 feet.~~
- (b) No side yard setback is required between adjacent non-residentially zones.
- (c) Driveway entries and exits on the same tract shall be separated by at least 100 feet.

1.03 Masonry Regulations

Except as otherwise authorized in this section, the exterior walls (excluding doors, door frames, windows, and window frames) of buildings in this District shall use only stone, brick, and/or split face concrete masonry units (CMU). Any use of EIFS for architectural accent shall be done 15 feet from the floor elevation. The use of other high-quality materials for building trim, architectural decoration, and other design elements shall not be precluded; however, they are subject to approval by the Director of Planning & Development and should contribute to the overall design concept.

1.04 Permitted Accessory Uses

Accessory uses customarily appurtenant to a permitted Use, and Accessory Uses as permitted in the Schedule of Uses as per C-1 (Restricted Commercial) District.

Section 3. **Official Zoning Map**

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

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

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict

with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 14th day of December, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit "A"

BEGINNING at the North West corner of Joseph Schluter Survey, Abstract No. 856 an addition to the City of Anna, Collin County, Texas, also being in the existing right-of-way line of FM Highway 455 of said Lot;

"THENCE along the South and Easterly line of said FM Highway 455, the following courses and distances:

South 89 deg 01 min 35 sec East, along East line, at a distance of 249.24 feet to the North East corner of the lot;

South 01 deg, 39 min 01 sec East, along Ferguson Parkway, at a distance of 183.39 feet to a point;

North 89 deg, 01 min 35 sec West, at a distance of 60.63 feet to a point;

North 01 deg 20 min 28 sec West, at a distance of 4.89 feet to a point;

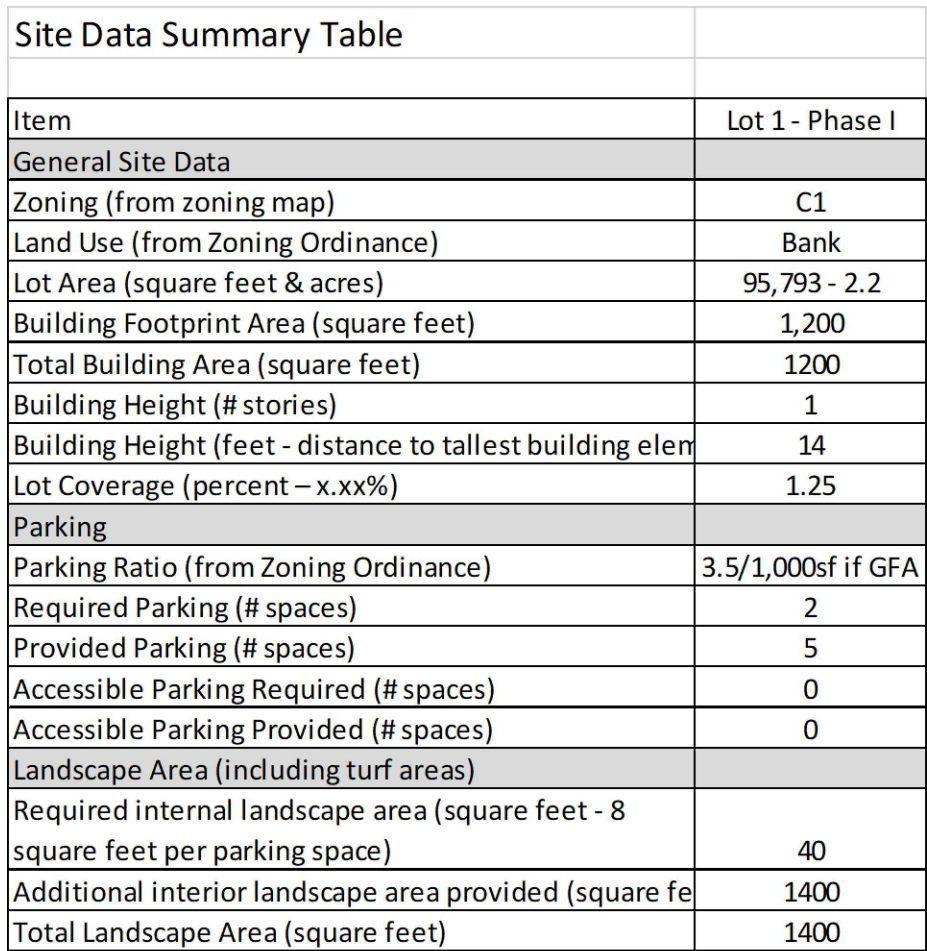
South 88 deg 39 min 32 sec West, at a distance of 188.81 feet to a point;

THENCE, North 01 deg 32 min 11 sec West, at a distance of 186.15 feet to the POINT OF BEGINNING".

CONTAINING within these metes and bounds 45,496 square feet or 1.04 acres of land approximately.

821-2019

N:7177557.0870
E:2558352.8950
Z:707.41
LAT:33.34463501
LON:96.56830279
1/2" Iron Rod Found
w/Red Cap Stamped
"Greer"

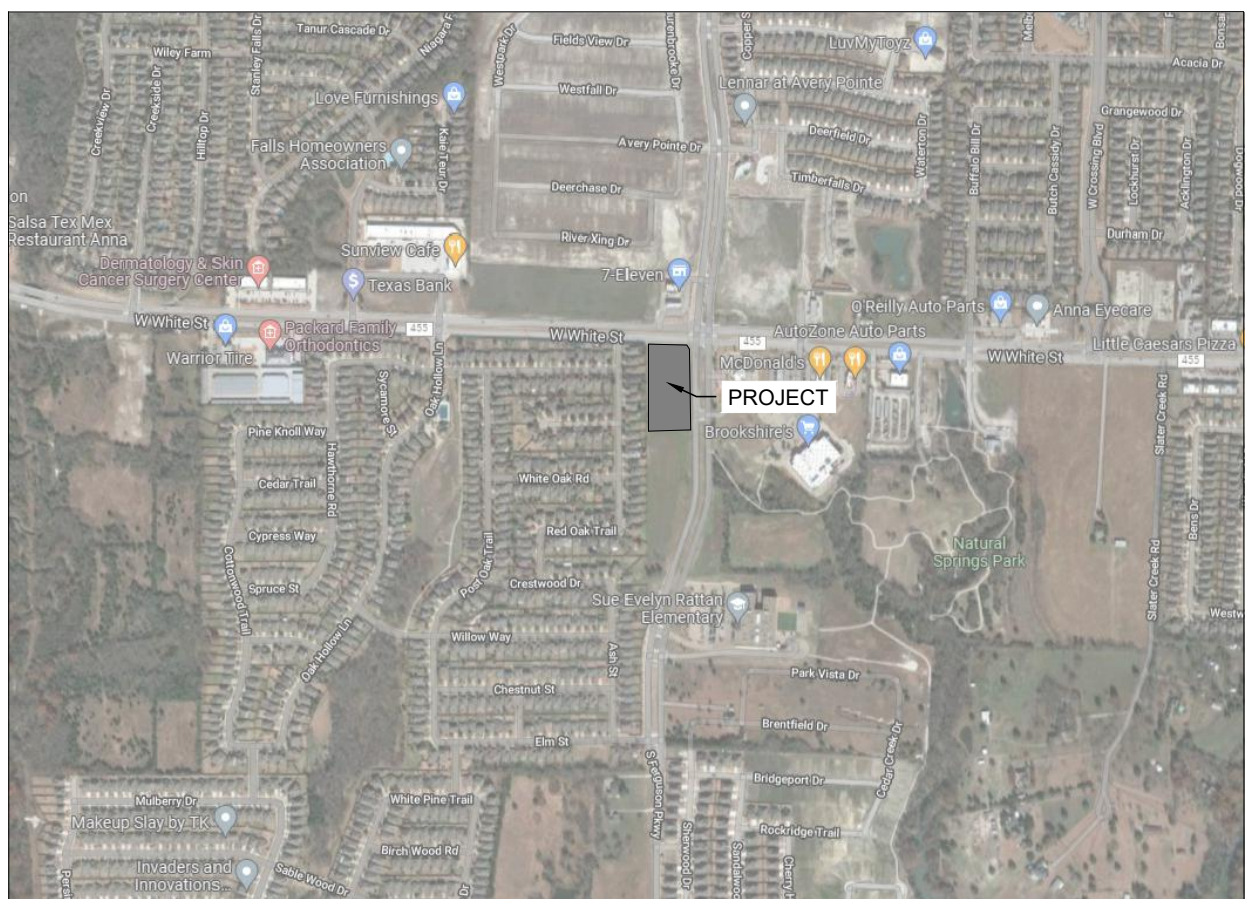


HANDICAP SPACE KEY NOTES:

- A** 11.00' WIDE VAN HANDICAP PARKING SPACE.
- B** 10.00' WIDE HANDICAP WALKWAY.
- C** 9.00' WIDE HANDICAP PARKING SPACE.

NOTE:

1. 9'x18' PARKING STALLS
W/ 2' OVERHANG (TYP).
2. TEMPORARY MODULAR BANK SHALL BE REMOVED
AFTER 18 MONTHS OF ISSUANCE OF CERTIFICATE
OF OCCUPANCY FOR STRUCTURE UNLESS
EXTENSION IS GRANTED BY CITY COUNCIL
WITHIN THIS TIME FRAME.



EST, Inc.
1500 CLARKSVILLE STREET, PARIS, TX. 75460
Ph. (903) 732-6303
www.estinc.com

REGISTRATION NO.
F-10777

PROGRESS SET - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF

JEFFREY D. ELDER, P.E. 99238

ON 10/06/2021.

IT IS NOT TO BE USED FOR CONSTRUCTION, RIDDING, OR PERMITTING PURPOSES.

REV.	DATE	DESCRIPTION	BY

LAMAR NATIONAL BANK

FERGUSON-WHITE ADDITION
LOT 1, BLOCK A
2.20 ACRES
95,793.1 Sq. Feet
SURVEY ABSTRACT NUMBER:
CONTACT: GREG WILSON
ADDRESS: 200 S. COLLEGIATE
PHONE: 903-785-0701
ANNATYCOLLINCOUNTY

OVERALL
PROPOSED
SITE PLAN

JOB NO.: 21-00420
DATE: 10/06/2021
DESIGNED BY: S.N.
DRAWN BY: E.C.
CHECKED BY: S.N.

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

SITE PLAN OF
FERGUSON-WHITE ADDITION
BLOCK A, LOTS 1
2.20 ACRES
ANNA, TEXAS, COLLIN COUNTY
JOSEPH SCHULUTER SURVEY, ABSTRACT NO. 856
OCTOBER 20, 2021

EXHIBIT B

CITY OF ANNA
PLANNING & ZONING COMMISSION

November 1, 2021

Public Hearing: Amend Ordinance No. 821-2019

Applicant: Lamar National Bank / Greg Wilson, President & CEO

DESCRIPTION:

Request to re-establish a Planned Development Standard associated with Ordinance No. 821-2019 that allowed for a reduced front yard setback along W. White Street from 50 feet to 20 feet.

REMARKS:

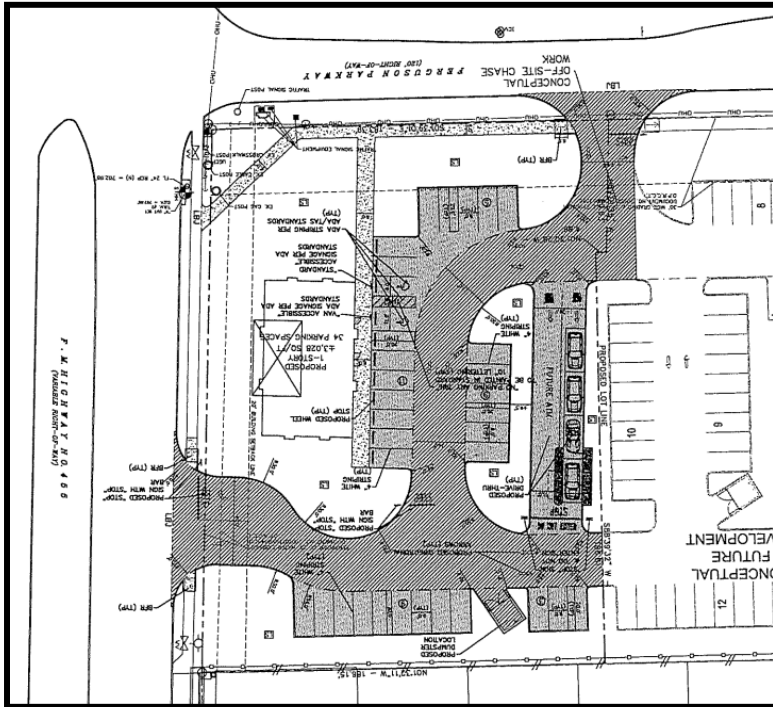
The zoning associated with Ordinance No 821-2019 was established as part of a development request for a Bank at the southwest corner of W. White Street and Ferguson Parkway on June 30, 2021. Within this ordinance is a Planned Development Standard that allowed for a reduced front yard setback from 50 feet to 20 feet.

When the initial zoning was being considered by the Planning and Zoning Commission they recommended a timeframe be placed on the front yard setback variation request. When the zoning was ultimately approved by City Council the deadline was set to June 30, 2021

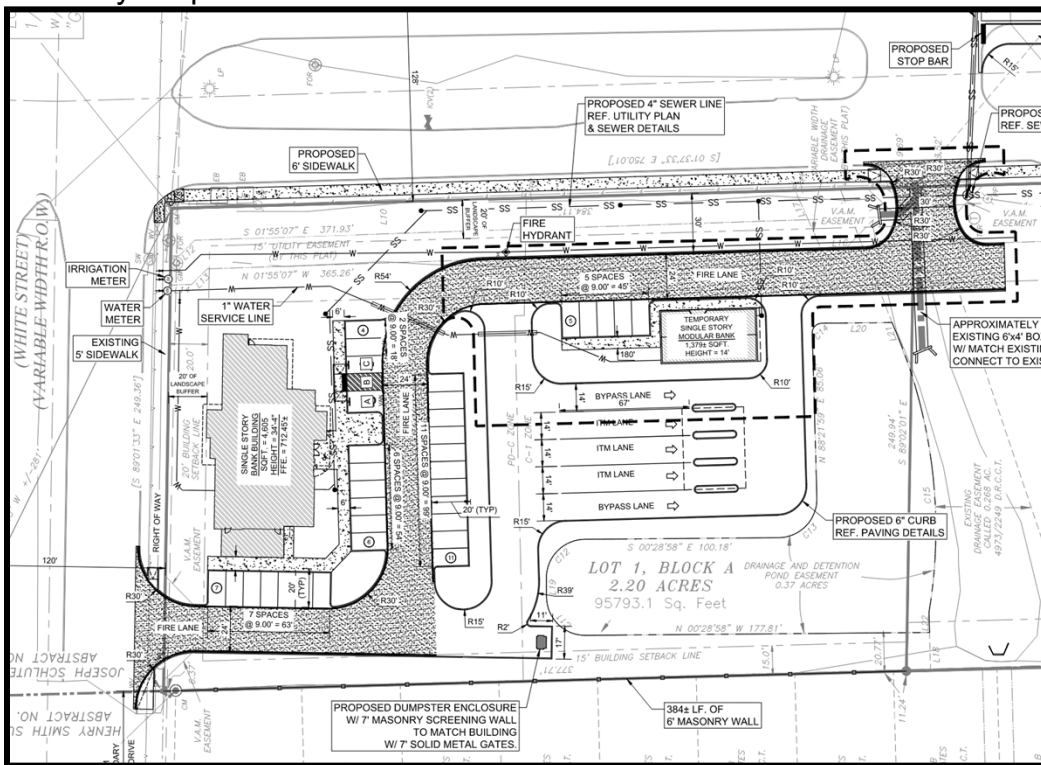
“Front yard setbacks shall be a minimum of 20 feet. If construction is not completed on or before June 30, 2021, the front yard setback shall revert back to 50 feet.”

When the zoning was established in 2019, the development of the property was proposed as a Bank (Chase Bank). The current development proposal for the property is also a bank (Lamar National Bank). As shown in the following images, the location of the proposed building along W. White Street is in general conformance with the previously approved concept plan submitted as part of the original 2019 zoning.

Previously Approved Concept Plan:



Currently Proposed Site Plan:



SUMMARY:

The applicant is requesting to re-establish zoning that allowed for a reduced front yard setback along W. White Street from 50 feet to 20 feet.

The proposed use for the property has not changed and the applicant is not requesting any additional amendments to the zoning. Additionally, as part of the zoning request the applicant has submitted a Site Plan and Final Plat development application associated with construction of the bank site. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval.

THE CITY OF Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Car Cleaning shop's noise already affects us severely.
50 feet down to 20 will affect our life further.
Please do not reduce the setback.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

TAW DU
Name (Please Print)


Signature

701 Live Oak
Address

10/26/2021
Date

Please return this form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF FERGUSON-WHITE 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, Lamar National Bank / Greg Wilson, President & CEO has submitted an application for the approval of the Ferguson-White 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 Ferguson-White 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 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, Lamar National Bank / Greg Wilson, President & CEO has submitted an application for the approval of Ferguson-White Addition, Block A, Lots 1, 2, & 3, Final Plat;

WHEREAS, the Ferguson-White Addition, Block A, Lots 1, 2, & 3, Final Plat generally conforms to the approved Ferguson-White Addition, Block A, Lots 1, 2, & 3, Preliminary Plat;

WHEREAS, The Final Plat of Ferguson-White Addition, Block A, Lots 1, 2, & 3 conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the final plat of Ferguson-White Addition, Block A, Lots 1, 2, & 3 hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

BOUNDARY DESCRIPTION

ALL that certain 6.45 acre lot, tract or parcel of land situated in the Joseph Schluter Survey, Abstract No. 856, Collin County, Texas, and being all of a called 6.448 acre tract described in a deed from John H. Rattan and Patricia Diane Rattan to Lamar National Bank as recorded in Instrument No. 2021-0723001483020, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), said 6.45 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod and cap stamped "Geer" found at the northeast corner of said 6.448 acre tract and at the intersection of the south right-of-way line of Farm to Market Highway No. 455 and the west right-of-way line of S. Ferguson Parkway;

THENCE S 01°38'01" E along the east line of said 6.448 acre tract and said west right-of-way line a distance of 749.92 feet to a 1/2" iron rod and cap stamped "Geer" found at the beginning of a curve;

THENCE along the east line of said 6.448 acre tract and said west right-of-way line, along a curve to the right having a central angle of 19°46'19", a radius of 640.00', a chord bearing and distance of S 08°15'14" W, 219.76 feet, through an arc length of 220.86 feet to a 1/2" iron rod and cap stamped "Geer" found;

THENCE S 18°08'02" W along the east line of said 6.448 acre tract and said west right-of-way line a distance of 340.87 feet to a 1/2" iron rod and cap stamped "Geer" found at the southeast corner of said 6.448 acre tract, at the northeast corner of Lot 2 of the Anna Elementary School #2 Addition according to the plat thereof as recorded in Volume 2006, Page 364, Plat Records, Collin County, Texas, (P.R.C.C.T.), and on said west right-of-way line;

THENCE S 86°53'08" W along a south line of said 6.448 acre tract and the north line of said Lot 2 a distance of 1.60 feet to a 1/2" iron rod and cap stamped "Geer" found at a southwest corner of said 6.448 acre tract, on the north line of said Lot 2, and at the southeast corner of the Lair Cemetery (No deed found);

THENCE N 01°41'14" W along a west line of said 6.448 acre tract and the east line of said cemetery a distance of 96.49 feet to a 1/2" iron rod and cap stamped "Geer" found at an ell corner of said 6.448 acre tract and at the northeast corner of said cemetery;

THENCE S 87°11'35" W along a south line of said 6.448 acre tract and the north line of said cemetery a distance of 96.22 feet to a 1/2" iron rod and cap stamped "Geer" found at a southwest corner of said 6.448 acre tract, at the northwest corner of said cemetery, and on the east line of Lot 38, Block B of the Oak Hollow Estates Phase 2 according to the plat thereof as recorded in Volume 5355, Page 2121, P.R.C.C.T.;

THENCE N 01°32'50" W along the west line of said 6.448 acre tract and the east line of said Lot 38, Block B, at 20.92 feet passing a 1/2" iron rod found at the northeast corner of said Lot 38, Block B, and at the southeast corner of Lot 21, Block B of the Oak Hollow Estates Phase 1 according to the plat thereof as recorded in Volume 5093, Page 4114, P.R.C.C.T., continuing along said course and the east line of Lots 1-21, Block B of said Oak Hollow Estates Phase 1 (5093/4114 P.R.C.C.T.), at 1197.66 feet passing a 1/2" iron rod found at the northeast corner of Lot 1, Block B and at the southeast corner of a 20 foot landscape and utility easement of said Oak Hollow Estates Phase 1 (5093/4114 P.R.C.C.T.), continuing along said course and the east line of said 20 foot easement in all a total distance of 1204.03 feet to a point at the northwest corner of said 6.448 acre tract, at the northeast corner of said 20 foot easement, and on said south right-of-way line;

THENCE S 89°02'01" E along the north line of said 6.448 acre tract and said south right-of-way line a distance of 249.36 feet to the POINT OF BEGINNING and containing 6.45 acres (280842.2 Sq. Feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Lamar National Bank acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein described property as FERUGSON-WHITE ADDITION, BLOCK A, LOTS 1,2, & 3, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time of procuring permission from anyone.

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

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

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block A, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

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

WITNESS my hand this _____ day of _____, 20____.

STATE OF: _____
COUNTY OF _____

BEFORE me, the undersigned authority, a Notary Public in and for said County and State,

on this day personally appeared _____, known to me to be the person 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 _____, 20____.

Notary Public in and for _____ County

My Commission Expires: _____

CERTIFICATE OF APPROVAL

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

Mayor _____

City Secretary _____

FINAL PLAT

SCALE: 1"=60'

DATE: 10/25/2021

SURVEYED BY: A.A.

DRAWN BY: Z.M.F.D

TECHNICIAN: Z.M.

JOB NO. 21-00420

CW

Control Monument

Calculated Point

1/2" Iron Rod Found

1/2" Iron Rod Found w/Cap

Stamped "Geer"

1/2" Iron Rod Set w/Pink Cap Stamped "EST"

OWNER

Lamar National Bank

Greg Wilson
President & CEO

200 S. Colligate
Paris, TX 75460
903-785-0701

101 Bill Bradford Road, Suite 13
Sulphur Springs, Texas 75482
Phone: 903-436-2400 Fax: 903-436-9955
Firm License No. 10024400
www.estinc.com

NOTICE: Selling a portion of this addition by metes and bounds as a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.

NOTE: All easements are proposed by this plat.

NOTE: Current zoning is PD-C, (Commercial Planned Development) and C-1, (Commercial).

NOTE: The Bearings were taken on the Texas State Plane NAD 83, Texas North Central Zone, FIPSZONE 4202.

NOTE: All record calls are denoted in [] per document recorded in Inst. No. 2021-0723001483020, O.P.R.C.C.T., unless otherwise noted.

NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown hereon.

FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to lie within a 100 year flood zone area, according to Flood Insurance Rate Map No. 48085C0155U, dated June 2, 2009, published by the Federal Emergency Management Agency.

KNOW ALL MEN BY THESE PRESENTS:

That I, Stephen A. Hudson, Registered Professional Land Surveyor, 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.

Stephen A. Hudson
Stephen A. Hudson, R.P.L.S. No. 4896

4896

DATE 10/25/2021

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Stephen A. Hudson, 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 and under the authority therein expressed.

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

Notary Public for and in the State of Texas

VICINITY MAP

(NOT TO SCALE)

NO. DELTA

RADIUS

CHORD B.

CHORD L.

ARC L.

C1 32°25'28"

30.00'

S 17°10'43"

W 17.03'

17.26'

C2 85°51'13"

30.00'

S 46°00'10"

E 40.23'

44.24'

C3 89°58'09"

54.00'

S 46°38'56"

E 76.35'

84.79'

C4 42°29'05"

30.00'

N 87°51'52"

W 21.74'

22.24'

C5 42°29'05"

30.00'

S 84°35'51"

W 21.74'

22.24'

C6 90°00'00"

30.00'

N 46°38'01"

W 42.43'

47.12'

C7 32°28'19"

30.00'

N 15°16'10"

W 17.06'

17.29'

C8 90°00'00"

20.00'

N 44°31'02"

E 28.28'

31.42'

C9 90°00'00"

20.00'

S 45°28'58"

E 28.28'

31.42'

C10 91°09'03"

20.00'

S 46°03'29"

E 28.57'

31.82'

C11 91°05'34"

5.00'

S 46°05'14"

E 7.14'

7.95'

C15 31°00'14"

257.66'

S 84°04'37"

W 137.73'

139.42'

LINE

BEARING

DISTANCE

L1 S 86°53'08" W 1.50'

[S 86°53'08" W 1.70']

L2 N 01°41'14" W 96.49'

[N 01°41'14" W 96.72']

L3 S 87°11'35" W 96.22'

[S 87°11'35" W 96.61']

L4 N 01°38'01" W 80.00'

[N 01°38'01" W 80.00']

L5 S 88°21'59" W 24.00'

[S 88°21'59" W 24.00']

L6 S 01°38'01" E 9.09'

[S 01°38'01" E 9.09']

L7 N 01°38'01" W 8.09'

[N 01°38'01" W 8.09']

L8 N 88°21'59" E 24.00'

[N 88°21'59" E 24.00']

L9 S 89°02'01" E 15.02'

[S 89°02'01" E 15.02']

L10 S 45°00'00" E 11.31'

[S 45°00'00" E 11.31']

L11 N 45°00'00" W 11.35'

[N 45°00'00" W 11.35']

L12 N 01°38'01" W 11.04'

[N 01°38'01" W 11.04']

L13 S 68°48'19" W 31.84'

[S 68°48'19" W 31.84']

L14 N 01°38'01" W 21.68'

[N 01°38'01" W 21.68']

L15 N 66°01'03" E 32.44'

[N 66°01'03" E 32.44']

L16 N 88°27'30" W 19.62'

[N 88°27'30" W 19.62']

L17 N 89°31'02" E 9.59'

[N 89°31'02" E 9.59']

L18 S 00°30'22" E 36.30'

[S 00°30'22" E 36.30']

L19 S 68°48'19" W 13.57'

[S 68°48'19" W 13.57']

L20 S 88°27'30" W 10.38'

[S 88°27'30" W 10.38']

L21 S 44°02'01" E 21.10'

[S 44°02'01" E 21.10']

L22 S 45°57'59" W 21.10'

[S 45°57'59" W 21.10']

L23 S 46°38'01" E 20.43'

[S 46°38'01" E 20.43']

L24 N 43°21'59" E 20.44'

[N 43°21'59" E 20.44']

APPROVED

DECEMBER 14, 2021

CITY COUNCIL

CITY OF ANNA

APPROVED

NOVEMBER 1, 2021

P&Z COMMISSION

CITY OF ANNA

FINAL PLAT OF

FERUGSON-WHITE ADDITION

BLOCK A, LOTS 1,2, & 3

6.448 ACRES

ANNA, TEXAS, COLLIN COUNTY

JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856

AUGUST 20, 2021

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Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to amend the zoning on 6.0± acres located on the north side of W. White Street, 293± feet east of S. Ferguson Parkway to allow mini-warehouse by Specific Use Permit with modified parking standards on Lot 3 and to reduce the existing 15-foot Residential Buffering standard to 10-feet on Lot 2R. Zoned: Planned Development-General Commercial (PD-C-2) (Ord. Nos. 709-2015, 226-2005, and 179-2005). (Director of Development Services Ross Altobelli)

SUMMARY:

At the request of the applicant, the Planning & Zoning Commission's Public Hearing was tabled at their December 6, 2021 meeting and continued and held open until the January 3, 2022 Planning & Zoning Commissions regularly scheduled meeting.

Staff recommends the City Council table and hold open the public hearing associated with the zoning request until the City Councils January 11, 2022 regularly scheduled meeting to be held at the Anna ISD Board Room. This will allow the Planning & Zoning Commission to issue its final report on the zoning request to the Council.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommend the City Council table and hold open the public meeting until City Councils regularly scheduled meeting on Tuesday, January 11, 2022 at 6:30PM to be held at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas.

ATTACHMENTS:

APPROVALS:

Lauren Mecke, Planning Manager
Terri Doby, Budget Manager

Created/Initiated - 12/7/2021
Approved - 12/8/2021

Jim Proce, City Manager

Final Approval - 12/10/2021



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham
Ross Altobelli

AGENDA ITEM:

Crystal Park Development Agreement. (Director of Development Services Ross Altobelli)

Consider/Discussion/Action on a Resolution approving a Development Agreement with Bloomfield Homes, L.P. regarding the development of Crystal Park, a single-family residential, mixed-use, and commercial development, subject to approval as to legal form of said development agreement by the City's legal counsel.

SUMMARY:

The applicant is requesting to enter into a Pre-annexation agreement with the city in order to adopt development regulations and development standards for 390 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 property shall be developed as generally depicted on the Illustrative Plan, and contain single-family homes of various sizes, commercial, mixed-use, and professional campus development over multiple phases and is to be known and referred as Crystal Park

The permitted single-family uses and standards for development of the Property shall be in accordance with the SF-60 Single-Family Residence District, SF-72 Single-Family Residence District, SF-84 Single-Family Residence District, and SF-10 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 (not included areas identified as Mixed-Use) will have a maximum of 969 lots meeting the following thresholds;

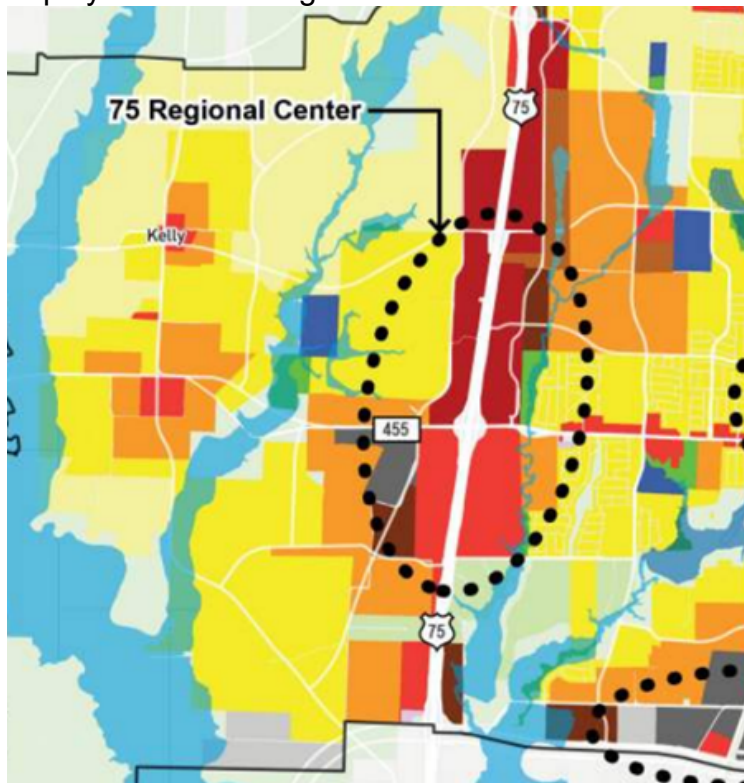
- Max SF-60 lots: 419 (50' x 120')
- Max SF-72 lots: 306 (60' x 120')
- Min. SF-84 lots: 149 (70' x 130')
- Min. SF-10 lots: 90 (80' x 130')

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

Preferred Scenario Diagram – The Anna2050 Comprehensive Plan identifies the area of the pre-annexation request within one of the four Key Centers (75 Regional Center) shown in the Preferred Scenario Diagram. The Preferred Scenario reflects the desired direction for four key Centers in Anna, each with distinct economic development opportunities. The Centers create unique centers within the community intended to allow for diverse development types so that each one has a specific market focus. The 75 Center is expected to evolve into Anna's primary activity center and will be a regional draw due to its combination of PlaceTypes – Regional Activity Center, Community Commercial, Mixed Use and a range of residential PlaceTypes. The 75 Center will be a major hub for shopping, entertainment, healthcare, recreation, employment and living.



Future Land Use Map – The Future Land Use Map designates this property within multiple PlaceTypes. Mixed Use between U.S. Highway 75 and CR 286 (future

Standridge Parkway), Professional Campus on the west side of CR 286, and residential to the west of Professional Campus PlaceType.



Mixed Use center offers people the ability to live, shop, work and play in one community. They include a mixture of housing types and multiple residential housing choices within close proximity to the goods and services residents need on a daily basis. This PlaceType typically includes a higher intensity of uses developed in an urbane style that are supported by nodes of activity. The design and scale of development in a Mixed Use center encourages active living, with a complete and comprehensive network of walkable streets.

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

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 diverse, walkable, single-family neighborhoods that will include a significant amount of private open space that will be open to the public that will connect neighborhoods. This will be the first development that will include one of the new single-family zoning districts intended to diversify the city's housing stock. Additionally, the applicant is preserving nonresidential zoning that is envisioned in the Anna2050 Comprehensive Master Plan.

The applicant made an informal presentation to the Planning & Zoning Commission at their regularly scheduled December 6, 2021 meeting.

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:

Recommended for approval as submitted

ATTACHMENTS:

1. Resolution - Crystal Park Dev Agreement
2. (BLOOMFIELD) ANNA CRYSTAL PARK -- Development Agreement

APPROVALS:

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

Created/Initiated - 12/10/2021
Approved - 12/10/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE CRYSTAL PARK DEVELOPMENT AGREEMENT WITH BLOOMFIELD HOMES, L.P. AND PROPERTY OWNERS RELATING TO DEVELOPMENT OF PROPERTY FOR MIXED USE MASTER PLANNED DEVELOPMENT

WHEREAS, approximately 390.452 acres of real property located in and/or near the municipal boundaries of the City, in Collin County, Texas is intended to be developed as a mixed use master planned development (the “Property”); and

WHEREAS, the City intends that the Property be developed in accordance with Crystal Park Development Agreement, attached hereto as **Exhibit 1**;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authority to Execute

The City Council hereby approves the Crystal Park Development Agreement, attached hereto as **Exhibit 1**, and authorizes the Mayor’s or the City Manager’s execution of the same. The Mayor or City Manager are hereby authorized to execute all documents and take all other actions necessary to finalize, act under, and enforce the Development Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 14th day of December 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

CRYSTAL PARK DEVELOPMENT AGREEMENT

This Crystal Park Development Agreement (this “Agreement”) is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the “City”), Bloomfield Homes, L.P., a Texas limited partnership (“Developer”), and the following individuals: [JAN SHERLEY MILLER, VIRGIL A. MILLER, KUNKLE, ROLLINS, BONA, MARQUIN M. PAYNE, F.A. MILLER and VIRGIL WREN MILLER] (collectively, the “Commercial Tract Owner”) (each individually, a “Party,” and collectively, the “Parties”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2; and

WHEREAS, the City is a home-rule municipality of the State of Texas; and

WHEREAS, Developer and the Commercial Tract Owner own approximately 390.452 acres of real property, described by metes and bounds in Exhibit A-1 and depicted in Exhibit B (the “Property”); and

WHEREAS, a portion of the Property, described by metes and bounds in Exhibit A-2 (the “ETJ Property”) is located within the extraterritorial jurisdiction of the City (the “ETJ”) and the remaining portion of the Property is located within the corporate limits of the City; and

WHEREAS, Developer owns an approximately 360.452 acre portion of the Property (which portion excludes the Commercial Tract) (the “PID Property”); and

WHEREAS, the Commercial Tract Owner owns an approximately 30 acre portion of the Property (the “Commercial Tract”) described by metes and bounds in Exhibit A-3; and

WHEREAS, it is intended that the Property be developed as generally depicted on the Concept Plan, and contain single-family homes of various sizes, townhomes, commercial, mixed-use and professional campus development over multiple phases and is to be known and referred as Crystal Park (the “Project”); and

WHEREAS, it is the intent of the Parties that the Property will be developed substantially in compliance with an agreed upon Illustrative Layout (as defined herein), which is attached hereto as Exhibit C, and which may be revised as set forth in this Agreement and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development standards (“Development Standards”), which Development Standards are attached hereto as Exhibit D; and

WHEREAS, the Concept Plan is intended to comply with the vision of the 2050 Comprehensive Plan; and

WHEREAS, Developer intends to file a voluntary petition for annexation of the ETJ Property within 30 days of its closing on the PID Property; and

WHEREAS, the Parties intend for the City to provide water and sewer service to the Property; and

WHEREAS, Developer desires and intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the PID Property (“Authorized Improvements”), which Authorized Improvements are generally identified in Exhibit E and that Developer’s costs incurred therewith will be financed or reimbursed through PID Bond Proceeds; and

WHEREAS, in consideration of Developer’s agreements contained herein, the City shall use reasonable efforts to exercise its powers under the PID Act to provide financing arrangements that will enable Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the PID Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the Parties desire and intend for the design, construction, and installation of the Authorized Improvements to occur in a phased manner over the Term of this Agreement and that Developer will dedicate to and the City will accept the Authorized Improvements for public use and maintenance, subject to the City’s approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost(s) shown on Exhibit E and approved by the City’s Director of Public Works or his designee and the costs associated with the administration of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, up to \$50,000,000 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

WHEREAS, the City shall use reasonable efforts to issue PID Bonds periodically up to a maximum principal amount of \$50,000,000 in multiple series, to finance the Authorized Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, prior to or concurrent with the sale of any PID Bond issue: (a) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the “PID Documents”) and (b) the City shall have reviewed and approved the Home Buyer Disclosure Program and a landowner agreement(s) to be executed by owners of the PID Property constituting all of the acreage in the applicable phase of the PID for which PID Bonds are being issued; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID, the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors (excluding the fees associated with closing the PID Bonds), Developer shall be responsible for advancing such funds, shall have a right to reimbursement for certain funds advanced from PID Bond Proceeds, Assessments, and the City will not be responsible for such reimbursement or the payment of such costs from any other sources of funds; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, it is the Parties' mutual intent that this Agreement shall supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement; 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 acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit Developer's development of the Property; and

WHEREAS, immediately following annexation of the ETJ Property, the City intends to consider zoning the Property as a planned development district and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement; and

WHEREAS, as the ETJ Property is in the City's ETJ on the Effective Date of this Agreement, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code;

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:

2050 Comprehensive Plan means the Anna 2050 Comprehensive Plan and application provisions of the Anna 2050 Parks Master Plan adopted on April 27, 2021.

Administrative Expenses means reasonable expenses incurred by the City and Developer in the establishment, administration, and operation of the PID.

Administrator means an employee, consultant, or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Assessment(s) means the special assessments levied on the Property on a phase-by-phase basis, under one or more Assessment Ordinances adopted on a phase-by-phase basis to reimburse Developer for a portion of the Authorized Improvements benefitting the applicable phase(s) as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the PID Bonds and the costs associated with the issuance of the Authorized Improvements.

Assessment Ordinance means an ordinance approved by the City Council under the PID Act establishing one or more Assessment(s).

Authorized Improvements means all on- and off-site public water, sewer, drainage, and roadway facilities, rights-of-way, along with other public improvements, such as landscaping and screening, that benefit the Property, are to be constructed by Developer, are identified on **Exhibit E**, and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the terms of this Agreement.

Authorized Improvements Cost means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all actual costs related in any manner to the Authorized Improvements.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth by phase in **Exhibit E**.

Capital Improvement(s) shall mean the “capital improvements” described in Section 5.11(a) hereof.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan (“CIP”) means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City means the City of Anna, a home rule municipality located in Collin County, Texas.

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date; 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 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, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council 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 the City Manager if the designation is in writing and signed by the current or acting City Manager.

City PID Fee means a fee of \$3,400 per residential lot to be paid by Developer to the City upon the closing of PID Bonds for each phase of development of the PID Property and which shall be calculated based on the number of residential lots in such phase of development in accordance with Section 3.3.

City Regulations mean City Code provisions, ordinances, design standards (including but not limited to the City's Neighborhood Design Standards and the Development Standards), uniform codes, policies, requirements, limitations, restrictions, and other regulations (including but not limited to all fees and land dedications applicable to the Project) duly adopted by the City and in effect on the Effective Date; 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 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, except that to the extent there is a conflict between the City Regulations and the Development Standards, the Development Standards shall control. The term does not include Park Fees, which shall be assessed on the Property in accordance with this Agreement.

Concept Plan means the intended conceptual plan for the as may be approved by the City in accordance with Section 5.8 in which case it shall fully supersede and replace the Illustrative Layout.

Developer Cash Contribution means any amount required to pay Authorized Improvements Cost that for a phase of development that is not funded or reimbursed with PID Bond Proceeds from the PID Bond issued for such phase.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means an account into which Developer shall deposit the Developer Cash Contribution to provide security and to fund any amount of Authorized Improvements Cost not funded or reimbursed with PID Bond Proceeds.

Development Standards mean the design specifications and construction standards identified in Section 5.13(d) of this Agreement, including without limitation the standards set forth in Exhibit D and applicable 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 and the City's legal counsel has signed this Agreement, approving same as to form.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Collin County.

Governing Regulations mean the regulations identified in Section 5.13(d).

HOA means the homeowners association formed with respect to the Project, which shall privately function as a homeowners association for the Project to be named the Crystal Park Homeowners Association or such similar name as may be available with Texas Secretary of State or its successors.

Home Buyer Disclosure Program means the disclosure program, administered by the Administrator, as set forth in a document in the form of Exhibit F or another form agreed to by the Parties, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the PID.

Illustrative Layout means the intended plan for the development of the Project as depicted on Exhibit C.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Impact Fee Accounts means the interest-bearing deposit accounts maintained by the City pursuant to Section 395.024, Texas Local Government Code, as amended.

Impact Fee Credits means credits against Impact Fees otherwise due from the Project.

Improvement Account of the Project Fund means the construction fund account created under the Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the Authorized Improvements.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed.

Independent Appraisal means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific phase for which Assessments have been levied as established by publicly available data from the Collin Central Appraisal District, (ii) the Collin Central Appraisal District Chief Appraiser's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction, (iii) an "as-complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the particular phase for which said Assessments have been or will be levied, as applicable (iv) a certificate delivered to the City by a qualified independent third party (which party may be the PID Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the particular phase, as applicable, for which such Assessments have been levied based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in such phase for which the Assessments have been levied or (y) the sales price in the actual lot purchase contracts in the particular phase for which such Assessments have been or will be levied, as applicable.

Non-Benefited Property means parcels or lots that accrue no special benefit from the Authorized Improvements, including but not limited to property encumbered with a public utility easement that restricts the use of such property to such easement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Park Fees means those fees assessed and charged against the Project in accordance with Sections 9.02.135 and A3.006 of the City Code.

PID means the "Crystal Park Public Improvement District" for which the City agrees to exert reasonable efforts to create for the benefit certain portions of the Project pursuant to the PID Act and this Agreement.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bond(s) means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the Authorized Improvements.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

PID Financial Summary means the document attached to this Agreement as **Exhibit M**, which summarizes financial data related to the PID.

PID Resolution means the resolution adopted by the Council creating the PID.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed by Developer and dedicated to the City under this Agreement. The term includes the PID Projects.

Real Property Records means the official land recordings of the Collin County Clerk's Office.

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

School Site means a tract of land of at least 9.5 acres that the Developer is required under this Agreement to dedicate in fee simple to the AISD.

Service and Assessment Plan ("SAP") means the service and assessment plan for the PID, to be adopted and amended annually by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against portions of the Project located within the boundaries of the PID having terms, provisions, and findings approved by the City, as required by this Agreement.

SECTION 3 **PUBLIC IMPROVEMENT DISTRICTS**

3.1 Creation of the PID; Levy of Assessments. The City shall use reasonable efforts to initiate and approve all necessary documents and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID (up to three), and to levy the Assessments. The City will prepare and approve a Preliminary Service and Assessment Plan providing for the levy of the Assessments on the PID Property. Promptly following preparation and approval of a preliminary SAP acceptable to the Parties and subject to the City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Developer shall develop the PID Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Following the levy of the Assessment applicable to a particular phase of the Project, Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by Developer; (b) approve and accept in writing the Home Buyer Disclosure Program related to such phase; and (c) cause covenants running with the land to be recorded against the portion of the Property within the applicable phase that will bind any and all current and successor developers and owners of all or any part of such phase of the Project to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the plat of the applicable phase, except for the Final SAP which will be recorded by the City upon its approval in accordance with the PID Act.

3.3 City PID Fee. Developer shall pay to the City, simultaneously with the closing of each series of PID Bonds issued under this Agreement, the amount of the City PID Fee based upon the number of residential lots in the applicable phase of development for which the PID Bonds are being issued. The aggregate amount of the City PID Fee shall not exceed \$3,304,800 (972 single-family residential lots multiplied by \$3,400) and shall not be refundable for any reason. The City PID Fee shall not be reimbursable from Assessments or PID Bond Proceeds. The City PID Fee shall not be increased, decreased or discounted for any reason, including without limitation a change in the number of lots ultimately developed within the PID Project.

SECTION 4

AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. Prior to the issuance of PID Bonds, the Budgeted Costs, Authorized Improvements, and Authorized Improvement Cost are subject to change as may be agreed upon by Developer and the City and, if changed, shall be updated by Developer and the City consistent with the Service and Assessment Plan and the PID Act. All approved final plats within the PID Property shall include those Authorized Improvements located therein and the respective Authorized Improvement Costs shall be finalized before the applicable final plat is approved by the City Council. Without limiting the foregoing, and on a phase-by-phase basis, as applicable, Budgeted Costs, Authorized Improvement Costs, the timetable for installation of the Authorized Improvements, and all other pertinent information and data will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City consistent with the requirements of Section 372.013(b) of the PID Act.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Contract Award. Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. Certain portions of the Budgeted Cost(s) shall be paid from the proceeds of PID Bonds in accordance with the applicable Indenture.

(b) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the PID Property shall be constructed and inspected—and all fees applicable to the Project shall be paid by Developer—in accordance with applicable state law, City Regulations, the applicable Bond Ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(c) Contract Letting. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by the City as allowed by law. The Parties acknowledge that the construction contracts for the construction of Authorized Improvements have not been awarded as of the Effective Date and contract prices have not yet been determined. Before

entering into any construction contract for the construction of all or any part of the Authorized Improvements, the Parties agree as follows:

(1) Developer's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including but not limited to the proposed construction contract showing the negotiated total contract price and scope of work.

(2) Developer shall submit all such documents along with a written notice of intention to let a construction contract at least 20 days in advance of the date that Developer intends to execute such contract.

(3) Within 15 days after receipt of the written notice and associated documents, the City Manager may: (i) approve the amount of the contract price and provide written notice to Developer that Developer may execute the construction contract and provide a copy to the PID Administrator, which approval shall not be unreasonably withheld; or (ii) require that the contract be procured through competitive bidding or competitive sealed proposals ("Competitive Procurement") solely to the extent that the Authorized Improvements for which such construction contract is to be let do not meet the parameters for exemption from the competitive bidding pursuant to Texas Local Government Code Section 252.022. If the City fails to notify Developer within such 15-day period, the City shall be deemed to have approved the contract price and authorized Developer to execute the construction contract; provided, however, no such contract shall be deemed to be approved and Developer shall not be deemed to be authorized to execute such contract unless Developer submits the written notice and associated documents with a written statement prominently displayed on the first page of the notice in bold-face, underline, capitalized text in at least 12-point size font reading as follows: "**WARNING: IF THE CITY FAILS TO RESPOND TO THIS NOTICE WITHIN FIFTEEN (15) DAYS IN ACCORDANCE WITH SECTION 4.2(c)(3) OF THE CRYSTAL PARK DEVELOPMENT AGREEMENT, THE SUBMITTED PROPOSED CONTRACT(S) SHALL BE DEEMED TO BE APPROVED BY THE CITY AND DEVELOPER SHALL BE DEEMED TO BE AUTHORIZED TO EXECUTE THE PROPOSED CONTRACT(S).**"

(4) In order to require Competitive Procurement, the City must provide Developer with written notice of said requirement within 15 days of delivery to the City of the written notice required under Section 4.2(c)(2) above.

(5) If the City Manager requires Competitive Procurement, then Developer must: (i) advertise for and award the contract in the same manner set forth for competitive sealed bids or competitive sealed proposals Local Government Code Chapter 252 as if the City were pursuing a public improvement contract subject to said Chapter 252 as approved by the City Manager; and (ii) supply the City with true and complete copies of all notices of bid/proposal requests and all bids/proposals subsequently received.

(d) Ownership. All of the Authorized Improvements 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 or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements to the City and the public.

(e) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements.

(f) Applicability. Subsections (a)-(c), above, shall not apply to Public Infrastructure that the City is obligated to fund and construct under this Agreement, if any.

SECTION 5 **ADDITIONAL OBLIGATIONS**

5.1 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property, as generally depicted in **Exhibit G**. The design of all wastewater/sanitary sewer improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 12.10, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development. The locations of said easements or other property interests shall be approved by the City's Director of Public Works or his/her designee as part of the platting process. The costs of obtaining such easements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID.

(b) Timing of Developer's 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 Project prior to the recordation of the final plat covering such phase.

(c) City Treatment Facilities; Off-Site Sewer Line. Developer and the City acknowledge that the City is expected to build a treatment plant including a lift station on property to be situated to the southwest of the Property (the "Treatment Facilities"). If the Treatment Facilities are not completed and operational at the time of the issuance of the first building permit for the PID Property, the City shall provide pump and haul services to the PID Property at the City's cost until the Treatment Facilities are completed. Developer shall construct an off-site line to connect the Property to the Treatment Facilities as depicted on **Exhibit J** (the "Off-site Sewer Line") and such Off-Site Sewer Line shall be an Authorized Improvement to the extent it confers a special benefit on the PID Property; provided that, to the extent the City requires Developer to oversize the Off-Site Sewer Line beyond what is necessary to serve the Property, such portion of the Off-Site Sewer Line shall constitute Oversize Public Infrastructure, and the City shall pay the cost of such oversizing as provided in Section 5.6 hereof. Developer shall, subject to the City's obligations in Section 12.10 hereof, obtain easements necessary for the construction of the Off-Site Sewer Line.

5.2 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property, as

generally depicted in **Exhibit H**. The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 12.10, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for water facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's Director of Public Works or his/her designee as part of the platting process. The costs of obtaining such easements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID.

(b) **Timing of Developer's Obligations**. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase.

(c) **Off-Site Water Line**. Developer shall construct an off-site water as depicted on **Exhibit J** (the "Off-site Water Line" and, together with the Off-Site Sewer Line, the "Off-Site Water Improvements"), and such Off-Site Water Line shall be an Authorized Improvement to the extent it confers a special benefit on the PID Property; provided that, to the extent the City requires Developer to oversize the Off-Site Sewer Line beyond what is necessary to serve the Property, such portion of the Off-Site Sewer Line shall constitute Oversize Public Infrastructure, and the City shall pay the cost of such oversizing as provided in Section 5.6 hereof. Developer shall, subject to the City's obligations in Section 12.10 hereof, obtain easements necessary for the construction of the Off-Site Sewer Line.

5.3 **Water and Wastewater Services**.

(a) 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 wastewater service at times and in capacities sufficient to meet the service demands of the Project as it is developed. To the extent that the City elects to be the retail water provider to the Project or any portion thereof, it shall take all actions necessary to have the capacity to provide continuous and adequate retail water service at times and in capacities sufficient to meet the service demands of the Project as it is developed.

(b) Upon acceptance by the City of the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City. Upon acceptance by the City, the City shall at all times maintain said water and wastewater 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.

5.4 **Roadway Facilities and Drainage Improvements**.

(a) **Developer's General Obligations**. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, as generally

depicted in **Exhibit I**. The design of all roadway improvements shall be approved by the City in advance of the construction of same.

(b) **Timing of General Obligations**. Prior to the recordation of any final plat for any phase of the Project, 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. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) **Drainage/Detention Infrastructure**. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. 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. The HOA will maintain and operate all detention facilities except to the extent expressly set forth to the contrary in this Agreement.

(d) **Master Thoroughfare and East/West Connector; Impact Fee Credits**. Developer shall construct, as part of the roadway facilities, (i) the two-lane portion of Standridge Parkway immediately adjacent to the Property necessary to connect the Property to FM 455, provided that Developer shall construct four lanes of Standridge Parkway to connect the adjacent parcels as shown on **Exhibit I** (the “Master Thoroughfare”) and (ii) the two-lane portion of a connector road immediately adjacent to the Property to connect the southern portion of the Property to the Highway 75 frontage road (the “East/West Connector”), each as depicted on **Exhibit I**.

5.5 **Screening, Landscaping, and Entryways**. On or before one hundred fifty (150) days after final City acceptance of the Public Infrastructure for each phase of development, Developer shall complete construction, in a good and workmanlike manner, of the landscaping, screening and entryways for such phase in accordance with City Regulations. Said improvements shall thereafter be maintained in good appearance and repair by the HOA or the POA as applicable

5.6 **Infrastructure Oversizing**. Developer shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”) unless, by the commencement of construction, the City has made arrangements to finance the City’s portion of the costs of construction attributable to the oversizing required by the City from sources other than PID Bond Proceeds or Assessments. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to the oversizing of the Oversized Public Infrastructure and the PID shall not be utilized for financing the costs of Oversized Public Infrastructure that is attributable to the oversizing of the Oversized Public Infrastructure. To the extent that any Oversized Public Infrastructure constitutes a Roadway Capital Improvement or Water Capital Improvement entitling Developer to Impact Fee Credits under **Section 5.11**, the portion of the costs of such Oversized Public Infrastructure constituting a

Roadway Capital Improvement or Water Capital Improvement shall be funded by Impact Fee Credits pursuant to Section 5.11.

5.7 Mandatory Homeowners Association and Property Owners Association.

(a) Mandatory Homeowners Association. As relates to the PID Property, Developer will create, in a manner acceptable to the City, a mandatory homeowner association (“HOA”), which HOA, whether one or more, shall be required to levy and collect from home owners within the PID Property annual fees in an amount calculated to maintain the open spaces, common areas, the Amenity Center as described and defined in this Agreement, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the PID Property. Common areas including but not limited to the Amenity Center, the water feature, screening, landscaping, gardens, entrances to the PID Property and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and the HOA shall be subject to enforcement by the City.

(b) Mandatory Property Owner’s Association. As relates to the Commercial Tract, Developer will create or cause to be created, in a manner acceptable to the City, a mandatory property owner association (“POA”), which POA, whether one or more, shall be required to levy and collect from property owners within the Commercial Tract annual fees in an amount calculated to maintain the open spaces, common areas, water features, sidewalks, landscaping/screening in common areas and other common areas within the Commercial Tract. All such common areas shall be maintained solely by the POA. Maintenance of public rights-of-way landscaping and screening by the POA shall comply with City Regulations and the POA shall be subject to enforcement by the City.

5.8 Illustrative Layout; Concept Plan.

(a) The Illustrative Layout illustrates the approved development layout for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. A Concept Plan will be required as part of Zoning process identified in Section 8.1(b) and the Concept Plan, once approved by the City, shall be deemed to fully supersede and replace the Illustrative Layout for all purposes. As a result, Developer may revise the Illustrative Layout as part of an administrative approval of the Concept Plan provided the number of residential lots shown on the Illustrative Layout does not increase by greater than five percent (5%), the numbers of residential lots in each category shown on the Illustrative Layout does not increase by greater than five percent (5%), and the amount of open space shown on the Illustrative Layout does not decrease by greater than five percent (5%). If the City Manager does not administratively approve such revisions to the Concept Plan within 15 days after receipt of a written request for approval, City Council approval of such revisions shall be required. Nothing in this paragraph shall preclude Developer from applying directly to the City Council for approval of any Concept Plan revisions, including revisions greater than the percentages listed herein.

(b) Except as otherwise provided in subsection (a) of this section, all other revisions to the Concept Plan require the approval of the City Council, including without limitation any approval of the Concept Plan that is part of approval of zoning.

(c) If Developer submits a Concept Plan as provided by this section and the City Manager or his/her designee determines that the Concept Plan should be administratively approved, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developer shall record a memorandum of the revised Concept Plan in the Land Recordings of the Collin County Clerk's office.

5.9 Community Amenities. Developer will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project. Developer shall construct seven (7) of the following twelve (12) amenities: (i) approximately 4,000 square foot swimming pool; (ii) mechanical aquatic play feature; (iii) pool house with restrooms; (iv) playground (2-5 years of age); (v) playground (5-8 years of age); (vi) sand volleyball court; (vii) basketball court; (viii) approximately 1,000 square foot putting green; (ix) outdoor workout equipment along hike and bike trails; (x) 20 ft radius pavilion; (xi) dog park; and (xii) Park benches, trash cans, and pet stations along the trail and in the dog park (collectively, the "Community Amenities"). Developer shall complete the swimming pool, aquatic play feature, pool house with restrooms, and the hike and bike trails for the first phase of development of the PID Property concurrently with construction of homes in the first phase of development. General depictions of a portion of the Community Amenities are included on Exhibit L. To the extent that any Community Amenities may be included as PID Projects pursuant to the PID Act, the City may, at the City's sole discretion, accept dedication of such Community Amenities, and such Community Amenities may be maintained by the City or the HOA, as applicable. To the extent any Community Amenities are not owned or dedicated to the City and maintained by the City, such Community Amenities shall be owned and maintained by the HOA.

5.10 Parkland Dedication Credit. Developer shall construct certain trails within the Project (the "Community Trails") as generally depicted on the Trail and Open Space Map attached hereto as Exhibit K, which Community Trails are intended to be in compliance with the 2050 Comprehensive Plan (and must be a minimum of 8' in width). At the City's sole discretion, Developer shall: (a) dedicate the Community Trails to the City in fee simple and the City shall maintain the Community Trails as part of the City's park system; or (2) grant a public access easement over the Community Trails allowing access by the general public and the HOA shall maintain the Community Trails. The Community Trails, if dedicated to the City in fee simple, may—to the extent permitted under City Regulations—be used to offset a portion of applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind, including requirements for the payment of Park Fees.

5.11 Impact Fee Credits.

(a) Roadway Capital Improvements. The City acknowledges that the Master Thoroughfare and the East/West Connector, which Developer is required to construct, are reflected on the City's Capital Improvements Plan and constitute "Roadway Capital Improvements". The City agrees that Developer shall be entitled to Impact Fee Credits up to the full amount of the cost

of said Roadway Capital Improvements (the “Roadway Impact Fee Credits”). The Roadway Impact Fee Credits may only be used to offset Roadway Impact Fees otherwise due as relates to any phase of the Property without any obligation to apply the credits pro rata or otherwise to spread the credits throughout the Project. The primary source of funding due to Developer from the City as relates to the costs of the Roadway Capital Improvements (the “Roadway Capital Improvements Costs”) shall be in the form of Roadway Impact Fee Credits derived from the Project even if the cumulative value of said credits is less than the Roadway Capital Improvements Costs. Notwithstanding the foregoing, to the extent that a portion of the Roadway Capital Improvements are allocable to the PID Property, such portion of the Roadway Capital Improvements may constitute an Authorized Improvement and may be funded through the PID.

(b) Water Capital Improvements. The City acknowledges that the Off-Site Water Improvements, which Developer is to construct are or shall be reflected on the City’s Capital Improvements Plan and constitute “Water Capital Improvements” to the extent that such Off-Site Water Improvements constitute Oversized Public Infrastructure. The City agrees that Developer shall be entitled to Impact Fee Credits up to the full amount of the cost of said Water Capital Improvements (the “Water Impact Fee Credits”). The Water Impact Fee Credits may only be used to offset Water Impact Fees otherwise due as relates to any phase of the Property without any obligation to apply the credits pro rata or otherwise to spread the credits throughout the Project. The primary source of funding due to Developer from the City as relates to the costs of the Water Capital Improvements (the “Water Capital Improvements Costs”) shall be in the form of Water Impact Fee Credits derived from the Project even if the cumulative value of said credits is less than the Water Capital Improvements Costs. Notwithstanding the foregoing, to the extent that a portion of the Water Capital Improvements are allocable to the PID Property, such portion of the Water Capital Improvements may constitute an Authorized Improvement and may be funded through the PID.

5.12 Withholding of Building Permits, Etc. The City shall not be required to issue any building permits or certificates of occupancy or provide utilities for any structure on the Property until after final acceptance of any Authorized Improvements necessary to serve such Property. To assist in the determination as to whether building permits for any phase of development should be issued, Developer shall include all Authorized Improvements and other Public Infrastructure necessary to served such phase in the construction plans required to be submitted under applicable City Regulations.

5.13 Governing Regulations. Development of the Property shall be governed by the following regulations (collectively, the “Governing Regulations,” all of which are incorporated into this Agreement as if set forth in full):

(a) City Code, Article 9.02, the subdivision regulations of the City, in effect on the Effective Date (the “Subdivision Regulations”);

(b) except as amended by the Development Standards (defined below), the comprehensive zoning ordinance of the City, in effect on the Effective Date (the “Zoning Ordinance”);

(c) City Code, Article 9.05, in effect on the Effective Date (the “Sign Ordinance”);

(d) the Illustrative Layout set forth on Exhibit C and the development regulations for the Property set forth on Exhibit D (except as otherwise approved in accordance with Section 5.15 in the event of conflicts) (the “Development Standards”);

(e) upon annexation pursuant to Section 8.1, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the “Building Codes”). The term “Building Codes,” as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the 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 such phase containing the Property Public Infrastructure in question; and

(f) except as set forth in this Agreement to the contrary, any other applicable provisions of Chapter 4 (Building Regulations), Chapter 6 (Fire Prevention and Protection), Chapter 9 (Planning and Development Regulations), Chapter 12 (Utilities) and Appendix A (Fee Schedule) of the City Code.

The Governing Regulations are the controlling regulations for development of the Property, and no other City Regulations, rules, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City) apply to the use or development of the Property to the extent such regulations or requirements are in conflict with the Governing Regulations or this Agreement. The Governing Regulations are considered part of this Agreement and are incorporated herein by reference for all purposes.

5.14 Compliance with Materials and Methods Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) are enforceable as relates to the Property and its use and development, including but not limited to any such City Regulations that would otherwise be unenforceable under Chapter 3000 of the Texas Government Code (“Materials and Methods Regulations”) and the Material and Methods Regulations are incorporated herein as if set forth in full; provided, however, to the extent of any conflict between the requirements of the Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control.

5.15 Conflicts. In the event of any conflict between the Development Standards and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Standards shall control. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any 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, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between

the Illustrative Layout and the remainder of the Development Standards in **Exhibit D**, the remainder of the Development Standards in **Exhibit D** shall control. In the event of any conflict between any future Concept Plan and the Development Standards in **Exhibit D**, the Development Standards in **Exhibit D** shall control (except for modifications to the Illustrative Layout that are allowed pursuant to the terms of the Development Standards and/or Zoning Ordinance).

5.16 **School Site**. After creation of the PID, when requested by the School District, Developer shall convey the School Site to AISD. Such conveyance may require that should construction of a school within the School Site not commence within ten (10) years from such conveyance, the School Site shall revert to Developer in fee simple.

SECTION 6 **PID BONDS**

6.1 **PID Bond Issuance**. Subject to the satisfaction of conditions set forth in this article, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. Developer may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. Developer acknowledges that the City may require at that time a professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

(1) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(2) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvement Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(3) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include without limitation those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(4) The adoption of a Service and Assessment Plan and an assessment ordinance levying assessments on all or any portion of the PID Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds.'

(5) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(6) The City has chosen its own continuing disclosure consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from

Assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure but the City's disclosures professional will be used for both disclosures.

(7) Unless otherwise agreed to by the City, the aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$50,000,000.

(8) Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.

(9) Delivery by Developer to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(10) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(11) Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.

(12) Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.

(13) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(14) The Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(15) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable City Regulations.

(16) The City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(17) The maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof.

(18) The final maturity for any PID Bonds shall be not later than 45 years from the date of this Agreement.

(19) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(20) Unless otherwise agreed to by the City, the PID Bonds shall be sold and may be transferred or assigned only (i) in compliance with applicable securities laws and (ii) in minimum denominations of \$25,000 or integral multiples of \$1,000 in excess thereof; provided, however, that the limitation on transferability or assignment in this subparagraph (ii) shall not apply if the PID Bonds have a rating of not less than BBB-from Fitch Ratings or Standard & Poor's Ratings Services or Baa3 from Moody's Investors Service, Inc.

(21) If the applicable portion of Authorized Improvements has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Authorized Improvement Costs, Developer shall, at time of closing the PID Bonds, fund or provide evidence of funding sources (including, but not limited to a letter of credit or evidence of available funds through a loan to Developer) sufficient to fund the difference between the Authorized Improvement Costs and the PID Bond Proceeds available to fund such Authorized Improvement Costs related to the applicable Authorized Improvement (without limiting any other provision, in the event Developer does not or cannot provide such funding or evidence of funding sources, the City shall not be required to sell such PID Bonds, and Developer shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

(22) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(23) Developer agrees to provide periodic information and notices of material events regarding Developer and Developer's development within the PID Project in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by Developer in connection with the issuance of PID Bonds.

(24) Developer is not in default under a Developer Continuing Disclosure Agreement.

(25) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(26) The maximum tax equivalent assessment rate for the assessment levy shall not exceed \$0.69 per \$100.00 taxable assessed valuation, without prior, written consent of the City, in its sole discretion.

(27) Developer has completed and the City has accepted the Authorized Improvements for any previous phase of development; and

(28) Unless otherwise agreed to by the City, the value to lien ratio shall not be less than 2:1. The appraised value of the portion of the Property in the applicable phase to the par

amount of PID Bonds issued with respect to such phase shall be confirmed by an Independent Appraisal.

(29) Developer and the City shall have entered into a PID reimbursement agreement that provides for Developer's construction of certain Authorized Improvements and the City's reimbursement to Developer of certain Authorized Improvement Costs.

(30) The City's Public Works Director determines that the PID Projects Cost shown on **Exhibit E**, as updated and amended, are reasonable.

(31) Unless otherwise agreed to by the City, the proposed structure of the PID Bond issuance does not materially conflict with the PID Financial Summary; provided that (i) changes to lot mix in connection with an approved Concept Plan, (ii) changes reflecting market prices of lots or homes at the time such PID Bonds are issued and (iii) changes reflecting market interest rates at the time of PID Bond issuance shall not be deemed material conflicts.

6.2 **Disclosure Information.** Prior to the issuance of PID Bonds by the City, Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer agrees, represents, and warrants that any information provided by Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

6.3 Qualified Tax-Exempt Status.

(1) **Generally.** In any calendar year in which PID Bonds are issued, Developer agrees to pay the City its actual additional costs ("**Additional Costs**") the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the "**City Obligations**"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("**QTEO**"), as defined in section 265(b)(3) of the Internal Revenue Code ("**IRC**") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to Developer and any deficiencies in the estimated Additional Costs paid to the City by Developer shall be remitted to the City by Developer.

(2) Issuance of PID Bonds prior to City Obligations.

- i. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor (“Financial Advisor”), shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount less than or equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice of Estimated Costs related to the PID Bonds then being issued.
 - ii. Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the PID Property until such payment of Additional Costs is made in full.
- (3) Issuance of City Obligations prior to PID Bonds.
- i. In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO,

and the City shall not be required to issue any PID Bonds in such calendar year.

- ii. Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the PID Property until such payment of Additional Costs is made in full.

(4) To the extent any developer(s) or property owner(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(5) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Developer. The portion owed by Developer shall be determined by dividing the total proceeds from any debt issued on behalf of Developer in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including Developer) in such calendar year.

6.4 Developer Cash Contribution. If at closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by Developer for the phase of development where such Authorized Improvements are to be constructed, and Developer has not otherwise provided evidence of available funds pursuant to Section 6.1(21) hereof, Developer shall deposit into the Developer Improvement Account the Developer Cash Contribution.

6.5 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a “Tax Certificate”) to satisfy requirements of the IRC, Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the Authorized Improvements, Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7

PAYMENT AND REIMBURSEMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund and Developer Improvement Account. The Improvement Accounts of the Project Fund and the Developer Improvement Account shall be administered and controlled by the City and funds in the Improvement Account of the Project Fund and the Developer Improvement Account shall be deposited and disbursed in accordance with the terms of the respective Indenture.

7.2 Cost Overrun. If the total Authorized Improvements Cost for any phase of development exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account (a “Cost Overrun”), Developer shall be solely responsible for the Cost Overrun, except as provided in Section 7.3 below.

7.3 Cost Underrun. Upon the final acceptance by City of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost, to the extent available in the monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account, will be available to pay Cost Overruns on any other Authorized Improvement. Upon request by Developer, the City shall promptly confirm that such remaining amounts are available to pay such Cost Overruns, and Developer and the City will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements.

SECTION 8

ANNEXATION AND POST-ANNEXATION MATTERS

8.1 Annexation.

(a) Annexation. Within thirty (30) days of its closing on the PID Property, Developer shall submit a voluntary irrevocable petition for annexation of the ETJ Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (an “Annexation Petition”). Developer agrees to execute and supply any and all

instruments and/or other documentation necessary for the City to legally annex the ETJ Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the ETJ Property within ninety (90) days following Developer's submission of the Annexation Petition. Should the City fail to complete the annexation the ETJ Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with respect to the ETJ Property with notice to the City and, upon such termination, the ETJ Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law. The City shall, subject to Section 8.1(b) in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the ETJ Property immediately prior to the ordinance adopting the PD Zoning. Notwithstanding anything contained herein, to the extent this Agreement is terminated by Developer with respect to the ETJ Property, this Agreement shall remain in effect with respect to the Commercial Tract.

(b) Zoning. As soon as is practicable, after or in conjunction with the annexation of the ETJ Property, the City shall consider planned development zoning for the Property (including the PID Property and the Commercial Tract) consistent with the Development Standards, the Illustrative Layout, and this Agreement (each, the "PD Zoning"). Through this Agreement, Developer expressly consents and agrees to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City Council fail—within 90 days after submittal of a complete and sufficient zoning application—to approve the PD Zoning, or approve zoning on the Property that is in any way more restrictive than the PD Zoning without Developer consent, then Developer shall have the right to terminate this Agreement with notice to the City provided that such notice is provided in accordance with this Agreement within 60 days of such action or inaction by the City Council. Within thirty (30) days following delivery of such termination notice, the City shall disannex the Property from the City. Notwithstanding the foregoing or any other provision of this Agreement, Developer's failure to submit a zoning application and Concept Plan that complies with all provisions of the Zoning Ordinance applicable to the submittal of a zoning application and Concept Plan shall be deemed a failure to submit a complete and sufficient zoning application provided that the City provide notice within 45 days of such a submittal stating each deficiency that Developer shall be required to cure in order for such zoning application and Concept Plan be processed and considered for approval.

(c) Survival. In the event Developer terminates this Agreement in accordance with this section, Developer's rights and remedies under this section, including disannexation and the ETJ Property's immunity to future involuntary annexation, shall survive such termination.

(d) Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the ETJ Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of any annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination.

8.2 Compliance with City Regulations.

(a) When not in direct conflict with the terms and conditions of this Agreement—and without regard to whether any part of the Property is inside or outside the City’s corporate limits at any given time—the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City’s subdivision regulations and design standards and all applicable fees and land dedications. The City shall be the sole authority for approval of all plats, concept plans, civil engineering plans and other development applications required under City Regulations, and the requirement to obtain approval of all such development applications shall apply to the Property to the extent applicable as if all of the Property were located within the City’s corporate limits.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards attached as **Exhibit D**, the Illustrative Layout as attached as **Exhibit C** (as may be revised during the Concept Plan approval process in accordance with Section 5.8) and applicable City Regulations, including without limitation the Materials and Methods Regulations. All City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

8.3 Conflicts. 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 thereafter 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.

8.4 Phasing. The Property may be developed in phases and Developer must submit the appropriate plat(s) for each phase, and, if permitted under applicable law, may submit a replat or amending plat for all or any portions of the Property. Any plat, replat or amending plat shall be in conformance with applicable City Regulations and be subject to City approval.

8.5 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

SECTION 9

EVENTS OF DEFAULT; REMEDIES

9.1 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. 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. Notwithstanding the foregoing, however, a

Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) days after it is due. A nondefaulting party may terminate this Agreement by giving written notice of termination to the defaulting party only if the defaulting party was previously given notice of such default in accordance with this Section 9.1 and failed to cure the default within the applicable time period(s). A notice of termination is effective as of the date the notice is deemed received under Section 12.14.

9.2 Remedies. 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 or terminating this Agreement to the extent permitted under Section 9.1 or Section 9.3.

9.3 Performance Window; Election to Terminate. In the event that, in connection with the issuance of the initial series of PID Bonds, Developer does not satisfy all of its obligations under its control pursuant to Section 6.1 applicable to the initial series of PID Bonds or does not request that the City issue the initial series of PID Bonds on or before August 1, 2022, neither Party shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 9.3 or is otherwise terminated early under Section 9.1, Developer must within 30 days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the PID Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable actions to facilitate the dissolution of the PID. Notwithstanding any provision of this Agreement, Developer's obligations regarding the dissolution of the PID in accordance with this Section 9.3 shall survive such termination.

SECTION 10 **ASSIGNMENT; ENCUMBRANCE**

10.1 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 lienholder 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. 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. Notwithstanding the foregoing, no assignment of this Agreement or any rights of or receivables due Developer under this Agreement

or any other agreement relating to the PID may be made by Developer to any party or entity for the purpose of or relating to the issuance of bonds or other obligations.

10.2 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. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

10.3 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.

10.4 Notice of Assignment. Subject to Section 10.1 of this Agreement, 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 Section 10.1; (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 11

RECORDATION AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. 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; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

11.2 Estoppel Certificates. From time to time, upon written request of a Developer under this Agreement, and upon the payment to the City of a \$100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, 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 a Developer under this Agreement that are in default.

SECTION 12

GENERAL PROVISIONS

12.1 **Term.** Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the “Original Term”). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture.

12.2 **Public Infrastructure, Generally.** Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including without limitation streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein, and in accordance with City Regulations, and as approved by the City’s Director of Public Works or his/her designee. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. 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 Director of Public Works or his/her designee prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed.

12.3 **Maintenance Bonds.** Developer shall execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

12.4 **Inspections, Acceptance of Public Infrastructure, and Developer’s Remedy.** The City shall inspect, as required by City Regulations, the construction of all Authorized Improvements and any Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City’s inspections shall not release Developer from its responsibility to construct, or ensure the construction of adequate Authorized 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, and/or City utility services as to any portion of the Property until all required Public Infrastructure necessary to such portion is properly constructed according to the approved engineering plans and City Regulations, and until such Public Infrastructure has been dedicated to and accepted by the City. 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. Developer’s sole remedy for

nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

12.5 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 applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineers, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineers, or their respective officers, agents, servants or employees, it being the intent of the Parties that approval by the City's Director of Public Works or his/her designee signifies approval on only the general design concept of the improvements to be constructed.

12.6 Agricultural Exemption. The City acknowledges that some or all of the PID Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and—provided that Developer satisfies all of its then applicable obligations under Section 6.1—the City may not request removal of any such tax classification until PID Bonds secured by the PID Property are issued to pay for the costs of the Authorized Improvements and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

12.7 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.

12.8 INDEMNIFICATION and HOLD HARMLESS. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS 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 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 (TOGETHER, "CLAIMS"); **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.** 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 DEVELOPER AND THE CITY, DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. 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 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.

12.9 Status of Parties. At no time shall the City have any control over or charge/supervision of Developer's design, construction, installation or other work related to any of the Public Infrastructure, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, installation or other work. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

12.10 Eminent Domain. Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds

are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

12.11 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:

Bloomfield Homes, L.P.
Donald J. Dykstra, President
1050 E. Highway 114, Suite 210
Southlake, TX 76092

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 and/or address or through an assignment of Developer's rights hereunder.

12.12 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; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. 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.

12.13 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Authorized Improvements will benefit the City and 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;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

12.14 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, Texas 75409
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, TX 75201
To Developer:	Bloomfield Homes, L.P. Donald J. Dykstra, President 1050 E. Highway 114, Suite 210 Southlake, TX 76092
With a copy to:	Winstead PC Attn: Drew Slone 2728 N. Harwood St., Suite 500 Dallas, Texas 75201

To Commercial Tract Owner: [Commercial Tract Owner]
c/o Frederick Miller
14650 Landmark Blvd. Apt 1112
Dallas, TX 75254
214-734-2202

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.

12.15 Interpretation. Each Party has been actively involved in negotiating and drafting this Agreement. Accordingly, a 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.

12.16 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.17 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. 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.

12.18 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

12.19 Amendment; 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.

12.20 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 a state district court in Collin County.

12.21 Non Waiver. Any failure by a Party to insist upon 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.

12.22 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.

12.23 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A-1 Metes and Bounds Description of the Property
- Exhibit A-2 Metes and Bounds Description of ETJ Property
- Exhibit A-3 Metes and Bounds Description of the Commercial Tract
- Exhibit B Depiction of the Property
- Exhibit C Illustrative Layout
- Exhibit D Development Standards
- Exhibit E Authorized Improvements and Budgeted Costs
- Exhibit F Home Buyer Disclosure Program
- Exhibit G Sewer Improvements
- Exhibit H Water Improvements
- Exhibit I Roadway/Drainage Improvements
- Exhibit J Off-Site Improvements
- Exhibit K Parks, Trails and Connectivity Plan Map
- Exhibit L Depiction of Community Amenities
- Exhibit M PID Financial Summary

12.24 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 ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give written 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. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continues to prevent the Party’s performance; (ii) all of the measures being employed to regain the ability to fully perform; and (iii) the projected date upon which the Party will be able to resume full performance.

12.25 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 Parties expressly amending the terms of this Agreement.

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

[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, TEXAS

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ 2021, by Nate Pike, Mayor of the City of Anna, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

Approved as to form:

Clark McCoy, City Attorney

DEVELOPER:

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, President

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021,
by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, general
partner of Bloomfield Homes, L.P., on behalf of said partnership.

[S E A L]

Notary Public, State of Texas

COMMERCIAL TRACT OWNER:

[NAME],
an individual

By: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021,
by [NAME].

[S E A L]

Notary Public, State of Texas

[NAME],
an individual

By: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021,
by [NAME].

[S E A L]

Notary Public, State of Texas

[NAME],
an individual

By: _____

STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was acknowledged before me, on the _____ day of _____, 2021,
by [NAME].

[S E A L]

Notary Public, State of Texas

[NAME],
an individual

By: _____

STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was acknowledged before me, on the _____ day of _____, 2021,
by [NAME].

[S E A L]

Notary Public, State of Texas

Exhibit A-1
Description of Property

LEGAL DESCRIPTION
390.452 ACRES

BEING A 390.452 ACRE TRACT OF LAND SITUATED IN THE R. JOHNSON SURVEY, ABSTRACT NO. 479, THE W. KITCHINGS SURVEY, ABSTRACT NO. 504, THE T. RATTAN SURVEY, ABSTRACT NO. 782, THE J. CAHILL SURVEY, ABSTRACT NO. 144, THE H. CHENAWETH SURVEY, ABSTRACT NO. 158, THE J. COFFMAN SURVEY, ABSTRACT NO. 197, THE J. ELLETT SURVEY, ABSTRACT NO. 295 AND THE J. KINCADE SURVEY, ABSTRACT NO. 510, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 148.68 ACRE TRACT OF LAND, CONVEYED TO F.A. MILLER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960321000231110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 244.135 ACRE TRACT OF LAND CONVEYED TO FREDERICK ALEXANDER MILLER (18.6%), VIRGIL WREN MILLER (18.6%), MAQUIN JAN KUNKLE (18.6%), JEFFEREY WAYNE ROLLINS (22.1%), AND REBECCA LORRAINE BONA (22.1%), AS RECORDED IN VOLUME 5086, PAGE 1760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 390.452 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TxDOT HIGHWAY MONUMENT WITH ALUMINUM DISC FOUND FOR THE SOUTHEAST CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF COFFMAN CEMETERY, (NO RECORD DOCUMENT FOUND). SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 75, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID COFFMAN CEMETERY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 322.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID CEMETERY;

SOUTH 01 DEGREE 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 93.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT. SAID POINT BEING ON THE NORTH LINE OF A 97.682 ACRE TRACT OF LAND CONVEYED TO RATTAN PROPERTIES, LTD., AS RECORDED IN VOLUME 4820, PAGE 2729, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 284, (A PRESCRIPTIVE RIGHT-OF-WAY, BY USE AND OCCUPATION);

THENCE, NORTH 88 DEGREES 35 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 148.68 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 97.682 ACRE TRACT, WITH SAID COUNTY ROAD NO. 284, A DISTANCE OF 1509.22 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO JOHN RATTAN AND SUE RATTAN, (NO RECORD DOCUMENT FOUND);

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID RATTAN TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 18 DEGREES 15 MINUTES 04 SECONDS EAST, A DISTANCE OF 800.08 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID RATTAN TRACT;

NORTH 78 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 700.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID RATTAN TRACT. SAID POINT BEING ON THE EAST LINE OF AFORESAID 244.135 ACRE TRACT AND BEING WITHIN COUNTY ROAD NO. 286, (A PRESCRIPTIVE RIGHT-OF-WAY, BY USE AND OCCUPATION);

THENCE, ALONG SAID COMMON LINES OF SAID 244.135 ACRE TRACT AND THE WEST LINE OF A SAID RATTAN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 22.19 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 04 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 362.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 05 DEGREES 43 MINUTES 05 SECONDS WEST, A DISTANCE OF 496.57 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID RATTAN TRACT AND A COMMON NORTHWEST CORNER OF A 97.682 ACRE TRACT OF LAND CONVEYED TO RATTAN PROPERTIES, LTD, AS RECORDED IN VOLUME 4820, PAGE 2729, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 01 DEGREE 13 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON WEST LINE OF SAID 97.682 ACRE TRACT, WITH SAID COUNTY ROAD NO. 286, A DISTANCE OF 484.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 244.135 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 140.00 ACRE TRACT OF LAND CONVEYED TO JOHN ANDREW ADAMS AND LESLIE JANE BOX, AS RECORDED IN VOLUME 5389, PAGE 3671, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 244.135 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 140.00 ACRE TRACT, A DISTANCE OF 3215.64 FEET TO A 60D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID 244.135 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF SAID 140.00 ACRE TRACT. SAID POINT BEING ON THE EAST LINE OF A 216.801 ACRE TRACT OF LAND CONVEYED TO VERLA SUE HOLLAND AND MAURINE DICKEY, AS RECORDED IN COUNTY CLERK'S FILE NO. 95-0011069, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 244.135 ACRE TRACT AND THE SAID 216.801 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, A DISTANCE OF 119.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 42 MINUTES 51 SECONDS WEST, A DISTANCE OF 640.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 357.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 01 DEGREE 39 MINUTES 21 SECONDS WEST, A DISTANCE OF 381.16 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER, OF SAID 244.135 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 216.801 ACRE TRACT. SAID POINT BEING AT THE END OF AFORESAID COUNTY ROAD NO. 937;

NORTH 87 DEGREES 21 MINUTES 39 SECONDS WEST, A DISTANCE OF 29.55 FEET TO A 60D NAIL FOUND FOR AN EXTERIOR ELL CORNER OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 245.6 ACRE TRACT OF LAND CONVEYED TO VIRGIL WREN MILLER, AS RECORDED IN VOLUME 5823, PAGE 3619, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON EAST LINE OF SAID 245.6 ACRE TRACT, WITH SAID COUNTY ROAD NO. 937, THE FOLLOWING COURSES AND DISTANCES:

NORTH 12 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 109.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 06 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 258.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 725.61 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 28 DEGREES 35 MINUTES 06 SECONDS WEST, A DISTANCE OF 186.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 14 DEGREES 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 170.86 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 00 DEGREES 03 MINUTES 33 SECONDS EAST, A DISTANCE OF 250.08 FEET TO A 60D NAIL FOUND (BENT) FOR CORNER;

NORTH 02 DEGREES 44 MINUTES 20 SECONDS EAST, PASSING THE NORTH LINE OF SAID 245.6 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 64 ACRE TRACT, AND CONTINUING ALONG THE WEST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON EAST LINE OF SAID 64 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 254.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 03 DEGREES 55 MINUTES 14 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, WITH SAID COUNTY ROAD NO. 937, A DISTANCE OF 923.21 FEET A 1/2" IRON FOUND FOR THE NORTH CORNER OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 5.765 ACRE TRACT OF LAND CONVEYED TO SUNLIT HOLDING, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190221000181710, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE EAST LINE OF A 64 ACRE TRACT OF LAND CONVEYED TO NAOMI L. WATSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140313000236380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN THE APPROXIMATE CENTER OF COUNTY ROAD NO. 937, (A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION), FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "PEISER.MANKIN.SUR"

FOUND FOR THE NORTHWEST CORNER OF SAID 5.765 ACRE TRACT AND A COMMON SOUTHWEST CORNER OF A 101.118 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO SUNLIT HOLDING, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20180925001201240, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEARS NORTH 03 DEGREES 55 MINUTES 14 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE, ALONG THE NORTHEAST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 5.765 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 48 DEGREES 26 MINUTES 03 SECONDS EAST, A DISTANCE OF 82.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 67 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 84.40 FEET TO 60D NAIL FOUND FOR CORNER;

SOUTH 62 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 296.45 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 41 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 157.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 15 SECONDS EAST, A DISTANCE OF 262.41 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 55 DEGREES 39 MINUTES 45 SECONDS EAST, A DISTANCE OF 144.29 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 5.765 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 101.118 ACRE TRACT;

THENCE, CONTINUING ALONG THE NORTHEAST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 101.118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 18 MINUTES 28 SECONDS EAST, A DISTANCE OF 348.05 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 21 DEGREES 37 MINUTES 21 SECONDS EAST, A DISTANCE OF 346.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 23 SECONDS EAST, A DISTANCE OF 211.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 37 DEGREES 30 MINUTES 06 SECONDS EAST, A DISTANCE OF 88.02 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 64 DEGREES 23 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.59 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 42 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 246.54 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 88 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 72.92 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 61 DEGREES 26 MINUTES 55 SECONDS EAST, A DISTANCE OF 164.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 58.91 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 17 DEGREES 13 MINUTES 17 SECONDS EAST, A DISTANCE OF 15.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 06 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 125.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 53 DEGREES 17 MINUTES 57 SECONDS EAST, A DISTANCE OF 61.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 78 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 125.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 01 MINUTE 26 SECONDS EAST, A DISTANCE OF 234.63 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 78 DEGREES 24 MINUTES 21 SECONDS EAST, A DISTANCE OF 426.09 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 54 MINUTES 25 SECONDS EAST, A DISTANCE OF 239.90 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 77 DEGREES 43 MINUTES 11 SECONDS EAST, A DISTANCE OF 68.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 71 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 42.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 66 DEGREES 21 MINUTES 02 SECONDS EAST, A DISTANCE OF 67.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 55 DEGREES 56 MINUTES 20 SECONDS EAST, A DISTANCE OF 73.51 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 101.118 ACRE TRACT AND THE WEST CORNER OF AFORESAID 148.68 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID 101.118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 35 DEGREES 12 MINUTES 23 SECONDS EAST, A DISTANCE OF 177.76 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 42 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 131.40 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 19 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 41.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 33 MINUTES 44 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 23 DEGREES 14 MINUTES 16 SECONDS EAST, A DISTANCE OF 444.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 24 DEGREES 17 MINUTES 36 SECONDS EAST, A DISTANCE OF 387.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 293.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 24 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 419.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 101.118 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF A 41.531 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2" TO WBK PARTNERS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 98-126145, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 69 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 41.531 ACRE TRACT, A DISTANCE OF 1130.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 33 ACRE TRACT OF LAND CONVEYED TO MIXON REALITY CO., AS RECORDED IN COUNTY CLERK'S FILE NO. 20110407000364750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF AFORESAID COUNTY ROAD NO. 286;

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID 33 ACRE TRACT, WITH SAID COUNTY ROAD NO. 286, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 32 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 148.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 16 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 597.04 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SAID 33 ACRE TRACT;

SOUTH 63 DEGREES 20 MINUTES 08 SECONDS EAST, DEPARTING SAID COUNTY ROAD NO. 286, A DISTANCE OF 1552.52 FEET TO A TxDOT MONUMENT WITH ALUMINUM DISC FOUND FOR THE NORTHEAST CORNER OF SAID 148.68 ACRE TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF

AFORESAID U.S. HIGHWAY NO. 75, FROM WHICH A TxDOT MONUMENT WITH BRASS DISC FOUND BEARS NORTH 00 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 12.19 FEET;

THENCE, ALONG THE EAST LINE OF SAID 148.68 ACRE TRACT AND SAID COMMON WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 150.17 FEET TO A TxDOT MONUMENT WITH BRASS DISC FOUND FOR CORNER;

SOUTH 07 DEGREES 36 MINUTES 36 SECONDS WEST, A DISTANCE OF 500.39 FEET TO A TxDOT MONUMENT WITH BRASS DISC FOUND FOR CORNER;

SOUTH 09 DEGREES 37 MINUTES 12 SECONDS WEST, A DISTANCE OF 400.10 FEET TO A TxDOT MONUMENT WITH BRASS DISC FOUND FOR CORNER;

SOUTH 06 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 696.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 17,008,076 SQUARE FEET OR 390.452 ACRES OF LAND.

Exhibit A-2
Description of ETJ Property

LEGAL DESCRIPTION
243.477 ACRES

BEING A 243.477 ACRE TRACT OF LAND SITUATED IN THE J. CAHILL SURVEY, ABSTRACT NO. 144, THE H. CHENAWETH SURVEY, ABSTRACT NO. 158, THE J. COFFMAN SURVEY, ABSTRACT NO. 197, THE J. ELLETT SURVEY, ABSTRACT NO. 295, THE W. KITCHINGS SURVEY, ABSTRACT NO. 504 AND THE J. KINCADE SURVEY ABSTRACT NO. 510, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 244.135 ACRE TRACT OF LAND, CONVEYED TO FREDERICK ALEXANDER MILLER (18.6%), VIRGIL WREN MILLER (18.6%), MAQUIN JAN KUNKLE (18.6%), JEFFEREY WAYNE ROLLINS (22.1%), AND REBECCA LORRAINE BONA (22.1%), AS RECORDED IN VOLUME 5086, PAGE 1760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 243.477 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON FOUND FOR THE NORTH CORNER OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 5.765 ACRE TRACT OF LAND CONVEYED TO SUNLIT HOLDING, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190221000181710, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE EAST LINE OF A 64 ACRE TRACT OF LAND CONVEYED TO NAOMI L. WATSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140313000236380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN THE APPROXIMATE CENTER OF COUNTY ROAD NO. 937, (A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION), FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "PEISER.MANKIN.SUR" FOUND FOR THE NORTHWEST CORNER OF SAID 5.765 ACRE TRACT AND A COMMON SOUTHWEST CORNER OF A 101.118 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO SUNLIT HOLDING, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20180925001201240, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEARS NORTH 03 DEGREES 55 MINUTES 14 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE, ALONG THE NORTHEAST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 5.765 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 48 DEGREES 26 MINUTES 03 SECONDS EAST, A DISTANCE OF 82.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 67 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 84.40 FEET TO 60D NAIL FOUND FOR CORNER;

SOUTH 62 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 296.45 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 41 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 157.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 15 SECONDS EAST, A DISTANCE OF 262.41 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 55 DEGREES 39 MINUTES 45 SECONDS EAST, A DISTANCE OF 144.29 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 5.765 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 101.118 ACRE TRACT;

THENCE, CONTINUING ALONG THE NORTHEAST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 101.118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 18 MINUTES 28 SECONDS EAST, A DISTANCE OF 348.05 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 21 DEGREES 37 MINUTES 21 SECONDS EAST, A DISTANCE OF 346.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 23 SECONDS EAST, A DISTANCE OF 211.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 37 DEGREES 30 MINUTES 06 SECONDS EAST, A DISTANCE OF 88.02 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 64 DEGREES 23 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.59 FEET TO A 60D NAIL FOUND FOR CORNER;

SOUTH 42 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 246.54 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 88 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 72.92 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 61 DEGREES 26 MINUTES 55 SECONDS EAST, A DISTANCE OF 164.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 58.91 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 17 DEGREES 13 MINUTES 17 SECONDS EAST, A DISTANCE OF 15.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 06 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 125.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 53 DEGREES 17 MINUTES 57 SECONDS EAST, A DISTANCE OF 61.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 78 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 125.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 01 MINUTE 26 SECONDS EAST, A DISTANCE OF 234.63 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 78 DEGREES 24 MINUTES 21 SECONDS EAST, A DISTANCE OF 426.09 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 54 MINUTES 25 SECONDS EAST, A DISTANCE OF 239.90 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 77 DEGREES 43 MINUTES 11 SECONDS EAST, A DISTANCE OF 68.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 71 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 42.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 66 DEGREES 21 MINUTES 02 SECONDS EAST, A DISTANCE OF 67.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 55 DEGREES 56 MINUTES 20 SECONDS EAST, PASSING AT A DISTANCE OF 73.50 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 101.118 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 148.68 ACRE TRACT OF LAND CONVEYED TO F.A. MILLER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960321000231110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND CONTINUING ALONG SAID NORTHEAST LINE AND THE COMMON SOUTHWEST LINE OF SAID 148.68 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 81.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, CONTINUING ALONG SAID COMMON LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 60 DEGREES 35 MINUTES 50 SECONDS EAST, A DISTANCE OF 189.23 FEET TO A 1/2" IRON ROD FOUND FOR CORNER

SOUTH 50 DEGREES 05 MINUTES 21 SECONDS EAST, A DISTANCE OF 123.56 FEET TO A 1/2" IRON ROD FOUND FOR CORNER WITHIN COUNTY ROAD NO. 286, (A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION);

THENCE, CONTINUING ALONG SAID COMMON LINES OF SAID 244.135 ACRE TRACT, SAID 148.68 ACRE TRACT, AND THE WEST LINE OF A TRACT OF LAND CONVEYED TO JOHN RATTAN AND SUE RATTAN, (NO RECORD DOCUMENT FOUND), AND WITH SAID COUNTY ROAD NO. 286, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 06 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 646.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 02 DEGREES 45 MINUTES 42 SECONDS EAST, PASSING AT A DISTANCE OF 142.20 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID RATTAN TRACT, AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 164.39 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 04 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 362.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 05 DEGREES 43 MINUTES 05 SECONDS WEST, A DISTANCE OF 496.57 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID RATTAN TRACT AND A COMMON NORTHWEST CORNER OF A 97.682 ACRE TRACT OF LAND CONVEYED TO RATTAN PROPERTIES, LTD, AS RECORDED IN VOLUME 4820, PAGE 2729, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 01 DEGREE 13 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON WEST LINE OF SAID 97.682 ACRE TRACT, WITH SAID COUNTY ROAD NO. 286, A DISTANCE OF 484.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 244.135 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 140.00 ACRE TRACT OF LAND CONVEYED TO JOHN ANDREW ADAMS AND LESLIE JANE BOX, AS RECORDED IN VOLUME 5389, PAGE 3671, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 244.135 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 140.00 ACRE TRACT, A DISTANCE OF 3215.64 FEET TO A 60D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID 244.135 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF SAID 140.00 ACRE TRACT. SAID POINT BEING ON THE EAST LINE OF A 216.801 ACRE TRACT OF LAND CONVEYED TO VERLA SUE HOLLAND AND MAURINE DICKEY, AS RECORDED IN COUNTY CLERK'S FILE NO. 95-0011069, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 244.135 ACRE TRACT AND THE SAID 216.801 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, A DISTANCE OF 119.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 42 MINUTES 51 SECONDS WEST, A DISTANCE OF 640.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 357.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 01 DEGREE 39 MINUTES 21 SECONDS WEST, A DISTANCE OF 381.16 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER, OF SAID 244.135 ACRE TRACT AND THE COMMON NORTHEAST CORNER

OF SAID 216.801 ACRE TRACT. SAID POINT BEING AT THE END OF AFORESAID COUNTY ROAD NO. 937;

NORTH 87 DEGREES 21 MINUTES 39 SECONDS WEST, A DISTANCE OF 29.55 FEET TO A 60D NAIL FOUND FOR AN EXTERIOR ELL CORNER OF SAID 244.135 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 245.6 ACRE TRACT OF LAND CONVEYED TO VIRGIL WREN MILLER, AS RECORDED IN VOLUME 5823, PAGE 3619, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON EAST LINE OF SAID 245.6 ACRE TRACT, WITH SAID COUNTY ROAD NO. 937, THE FOLLOWING COURSES AND DISTANCES:

NORTH 12 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 109.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 06 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 258.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 725.61 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 28 DEGREES 35 MINUTES 06 SECONDS WEST, A DISTANCE OF 186.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 14 DEGREES 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 170.86 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 00 DEGREES 03 MINUTES 33 SECONDS EAST, A DISTANCE OF 250.08 FEET TO A 60D NAIL FOUND (BENT) FOR CORNER;

NORTH 02 DEGREES 44 MINUTES 20 SECONDS EAST, PASSING THE NORTH LINE OF SAID 245.6 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 64 ACRE TRACT, AND CONTINUING ALONG THE WEST LINE OF SAID 244.135 ACRE TRACT AND THE COMMON EAST LINE OF SAID 64 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 254.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 03 DEGREES 55 MINUTES 14 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, WITH SAID COUNTY ROAD NO. 937, A DISTANCE

OF 923.21 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A
CALCULATED AREA OF 10,605,857 SQUARE FEET OR 243.477 ACRES OF LAND.

PROPERTY DESCRIPTION

BEING A 47.244 ACRE TRACT OF LAND SITUATED IN THE J. COFFMAN SURVEY, ABSTRACT NO. 197, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 148.68 ACRE TRACT OF LAND, CONVEYED TO F.A. MILLER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960321000231110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND PART OF COUNTY ROAD NO. 286, (A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION). SAID 47.244 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 101.118 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO SUNLIT HOLDING, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20180925001201240, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE NORTH LINE OF A 244.135 ACRE TRACT OF LAND CONVEYED TO FREDERICK ALEXANDER MILLER (18.6%), VIRGIL WREN MILLER (18.6%), MAQUIN JAN KUNKLE (18.6%), JEFFEREY WAYNE ROLLINS (22.1%), AND REBECCA LORRAINE BONA (22.1%), AS RECORDED IN VOLUME 5086, PAGE 1760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID 101.118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 35 DEGREES 12 MINUTES 23 SECONDS EAST, A DISTANCE OF 177.76 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 42 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 131.40 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 19 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 41.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 33 MINUTES 44 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 23 DEGREES 14 MINUTES 16 SECONDS EAST, A DISTANCE OF 444.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 24 DEGREES 17 MINUTES 36 SECONDS EAST, A DISTANCE OF 387.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 293.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 24 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 419.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 101.118 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF A 41.531 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2" TO WBK PARTNERS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 98-126145, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 67 DEGREES 06 MINUTES 02 SECONDS EAST, A DISTANCE OF 4.48 FEET;

THENCE, SOUTH 69 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 41.531 ACRE TRACT, A DISTANCE OF 1130.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 33 ACRE TRACT OF LAND CONVEYED TO MIXON REALITY CO., AS RECORDED IN COUNTY CLERK'S FILE NO. 20110407000364750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF AFORESAID COUNTY ROAD NO. 286;

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID 33 ACRE TRACT, WITH SAID COUNTY ROAD NO. 286, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 32 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 148.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 16 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 597.04 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SAID 33 ACRE TRACT;

SOUTH 63 DEGREES 20 MINUTES 08 SECONDS EAST, OVER AND ACROSS SAID COUNTY ROAD NO. 286, A DISTANCE OF 14.08 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE CITY OF ANNA, TEXAS

ORDINANCE NO. 524-2010. TRACT 2, AND ALONG THE EAST PAVEMENT LINE OF SAID COUNTY ROAD NO. 286;

THENCE, OVER AND ACROSS SAID 148.68 ACRE TRACT AND ALONG THE WESTERLY AND NORTHERLY LINES OF SAID ORDINANCE AND WITH SAID PAVEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 17 DEGREES 00 MINUTES 22 SECONDS WEST, A DISTANCE OF 782.09 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 58 SECONDS, A RADIUS OF 120.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 169.26 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 187.87 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 17 MINUTES 41 SECONDS WEST, A DISTANCE OF 798.99 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 125 DEGREES 13 MINUTES 07 SECONDS, A RADIUS OF 64.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 44 DEGREES 05 MINUTES 38 SECONDS WEST, A DISTANCE OF 113.65 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 139.87 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 120.74 FEET TO A 5/8" IRON ROD FOUND FOR CORNER ON A SOUTHWESTERLY LINE OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHEASTERLY LINE OF AFORESAID 244.135 ACRE TRACT. SAID POINT BEING IN THE EAST PAVEMENT LINE OF SAID COUNTY ROAD NO. 286;

THENCE, ALONG SAID COMMON LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 50 DEGREES 05 MINUTES 21 SECONDS WEST, DEPARTING SAID COUNTY ROAD NO. 286, A DISTANCE OF 123.56 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 60 DEGREES 35 MINUTES 50 SECONDS WEST, A DISTANCE OF 189.23 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 55 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 8.44 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 2,057,970 SQUARE FEET OR 47.244 ACRES.

Exhibit A-3
Description of Commercial Tract

LEGAL DESCRIPTION

TRACT 1: 30.000 ACRES

BEING A 30.000 ACRE TRACT OF LAND SITUATED IN THE R. JOHNSON SURVEY, ABSTRACT NO. 479, THE W. KITCHINGS SURVEY, ABSTRACT NO. 504 AND THE T. RATTAN SURVEY ABSTRACT NO. 782, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 148.68 ACRE TRACT OF LAND, CONVEYED TO F.A. MILLER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960321000231110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 30.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TxDOT HIGHWAY MONUMENT WITH ALUMINUM DISC FOUND FOR THE SOUTHEAST CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF COFFMAN CEMETERY, (NO RECORD DOCUMENT FOUND). SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 75, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE COMMON LINES OF SAID 148.68 ACRE TRACT AND SAID COFFMAN CEMETERY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 322.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID CEMETERY;

SOUTH 01 DEGREE 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 93.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 148.68 ACRE TRACT. SAID POINT BEING ON THE NORTH LINE OF A 97.682 ACRE TRACT OF LAND CONVEYED TO RATTAN PROPERTIES, LTD., AS RECORDED IN VOLUME 4820, PAGE 2729, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 284, (A PRESCRIPTIVE RIGHT-OF-WAY, BY USE AND OCCUPATION);

THENCE, NORTH 88 DEGREES 35 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 148.68 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 97.682 ACRE TRACT, WITH SAID COUNTY ROAD NO. 284, A DISTANCE OF 366.80 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 07 DEGREES 36 MINUTES 56 SECONDS EAST, OVER AND ACROSS SAID 148.68 ACRE TRACT, A DISTANCE OF 2145.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTH LINE OF SAID 148.68 ACRE TRACT AND THE COMMON SOUTH LINE OF A 33 ACRE TRACT OF LAND CONVEYED TO MIXON REALITY CO., AS RECORDED IN COUNTY CLERK'S FILE NO. 20110407000364750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 63 DEGREES 20 MINUTES 08 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 694.08 FEET TO A TxDOT MONUMENT WITH ALUMINUM DISC FOUND FOR THE NORTHEAST CORNER OF SAID 148.68 ACRE TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID U.S. HIGHWAY NO. 75, FROM WHICH A TxDOT MONUMENT WITH BRASS DISC FOUND BEARS NORTH 00 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 12.19 FEET;

THENCE, ALONG THE EAST LINE OF SAID 148.68 ACRE TRACT AND SAID COMMON WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 150.17 FEET TO A TxDOT MONUMENT WITH BRASS DISC FOUND FOR CORNER;

SOUTH 07 DEGREES 36 MINUTES 36 SECONDS WEST, A DISTANCE OF 500.39 FEET TO A TxDOT MONUMENT WITH BRASS DISC FOUND FOR CORNER;

SOUTH 09 DEGREES 37 MINUTES 12 SECONDS WEST, A DISTANCE OF 400.10 FEET TO A TxDOT MONUMENT WITH BRASS DISC FOUND FOR CORNER;

SOUTH 06 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 696.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,306,816 SQUARE FEET OR 30.000 ACRES OF LAND.

0 400 800
FEET



F.M. 455

F.M. 455

US 75

US 75

EXHIBIT B

DEPICTION OF THE PROPERTY
NOVEMBER 2021
CRYSTAL PARK

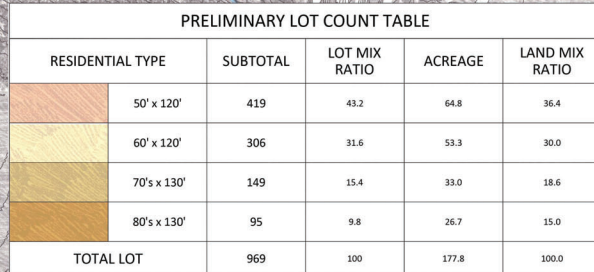
LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710

FRN - F-1386





NOTE:
 *THE 50' WIDE LOT SIZE SHALL GENERALLY MEET THE REQUIREMENTS OF THE SF-60 CRITERIA UNLESS OTHERWISE DENOTED IN THE DEVELOPMENT STANDARDS
 **THE 60' WIDE LOT SIZE SHALL GENERALLY MEET THE REQUIREMENTS OF THE SF-72 CRITERIA UNLESS OTHERWISE DENOTED IN THE DEVELOPMENT STANDARDS
 ***THE 70' WIDE LOT SIZE SHALL GENERALLY MEET THE REQUIREMENTS OF THE SF-84 CRITERIA UNLESS OTHERWISE DENOTED IN THE DEVELOPMENT STANDARDS
 ****THE 80' WIDE LOT SIZE SHALL GENERALLY MEET THE REQUIREMENTS OF THE SF-10.5 CRITERIA UNLESS OTHERWISE DENOTED IN THE DEVELOPMENT STANDARDS

EXHIBIT D

DEVELOPMENT STANDARDS FOR CRYSTAL PARK

The permitted uses and standards for development of the Property shall be in accordance with the, SF-TH Townhome District (SF-TH), SF-Z Single Family Residence District – Zero Lot Line Homes (SF-Z), SF-60 Single-Family Residence District (SF-60), SF-72 Single-Family Residence District (SF-72), SF-84 Single-Family Residence District (SF-84), SF-10.5 Single-Family Residence District (SF 10.5), MF-2 Multiple-Family Residential - High Density (MF-2), and C-2 General Commercial District (C-2) of the Zoning Ordinance and applicable City Regulations, except as amended and modified in these Development Regulations and this Agreement including without limitation the City’s Planning and Development Regulations.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Property associated with this Development Agreement and shall not apply to any additional areas within or outside of the city limits.

Illustrative Layout; Conflicts and Terms.

1. Development shall generally comply with Exhibit C – “Illustrative Layout”. Where there is a conflict between the Illustrative Layout and these Development Regulations, these Development Regulations shall control.
2. Details on a Concept Plan that differ from the Illustrative Layout which do not alter the basic relationship of the proposed single-family development area to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not decrease the off-street parking ratio, reduce the yards provided at the boundary of the site, all as indicated in these Development Regulations, may be authorized by the City Council as part of the zoning process. The City Council will approve a Concept Plan if the plan conforms to these Development Regulations.
3. As part of any annexation request and future development of the property the applicant agrees to abide by all applicable procedural requirements under City Regulations unless there is a direct conflict in which case Sections 5.15, 8.2, and 8.3 shall apply.
4. Where there is a conflict between these Development Regulations and the City’s Zoning Ordinance, these Development Regulations shall control.
5. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City’s Zoning Ordinance or the Development Agreement, as applicable. When there is a conflict between the City’s Zoning Ordinance and the Development Agreement, the Development Agreement shall control.

6. The areas identified as “Commercial” on the Illustrative Layout shall have the base zoning of C-2. The following land uses shall be prohibited:
 - A. Residential Uses
 - B. Educational, Institutional and Special Uses
 - C. Transportation, Utility and Communications Uses
 - D. Automobile and Related Services Uses
 - E. Manufacturing, Storage and Warehousing Uses
 - F. Convenience store
 - G. Feed and farm supply
 - H. Massage therapy facility
 - I. Metal dealer, crafted precious
 - J. Mortuary or funeral home
 - K. Taxidermist

7. The area identified as “Professional Campus” on the Illustrative Layout shall have the base zoning of C-2 but be limited to the following land uses:
 - A. Hosp. (chronic care); long-term health care fac.
 - B. Hospital (acute care)
 - C. Hotel
 - D. Laboratory, medical or dental
 - E. Laboratory, scientific or research
 - F. Office Center
 - G. Office, prof. or general administrative
 - H. Pharmacy
 - I. Restaurant or cafeteria, minimum 5,000 square feet (no drive-through)
 - J. Shopping center
 - K. Theater (indoor)
 - L. Veterinarian clinic (no outside pens)

8. The areas identified as “Mixed Use” on the Illustrative Layout shall have the base zoning of C-2 with the following restrictions.
 - A. The following Residential Uses shall be allowed by-right
 - i. Multiple-family residence
 - ii. SF-TH Townhome
 - iii. SF-Z Single-Family Residence – Zero lot line homes
 - B. Commercial development within the area identified as “Mixed Use” on the Illustrative Layout, shall maintain a minimum 50% Floor Area Ratio (FAR)

C. Residential uses shall be setback a minimum of 800' from the approximate centerline of U.S. Highway 75.

D. Multiple-family residence shall be a minimum of 4 stories. Each building shall be designed with flex place units. Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 12 feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

9. Maximum number of single-family residences detached lots located outside of the Mixed-Use District:

A. Maximum number of residential lots (combined total of SF-60, SF-72, SF-84 and SF-10.5, but not including common area or open space lots): 969 lots.

B. Minimum number of SF-10.5 lots: 95 lots.

C. Minimum number of SF-84 lots: 149 lots.

D. Maximum number of SF-60 lots: 419 lots.

Lot size may be mixed within each area to provide additional options and character to project

10. Sidewalks: Refer to Exhibit K – Parks, Trails and Connectivity Plan

A. Stipulation associated with front building setback:

- i. Minimum 25 feet required where a sidewalk is provided between building face and street curb.
- ii. Minimum 20 feet where no sidewalk is provided between building face and street curb.

11. Fencing:

A. All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots backing and/or siding to required Home Owners Association (H.O.A.) lots adjacent to major/minor thoroughfares and internal primary entrance roadways, must be ornamental metal fences, such as wrought iron or tubular steel. Fences constructed between residences may be wood. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

B. Wood fencing of a uniform design shall be constructed along the rear or side lot lines of single-family homes that are adjacent to H.O.A. common area lots running

parallel to the 4 primary streets, identified on the Illustrative Layout, within the interior of the community.

12. A minimum 10-foot-wide common area tract to be owned and maintained by the homeowners' association will be required along both side of the 4 primary neighborhoods streets as shown on the Illustrative Layout. Within the 10-foot-wide common area tract(s), Developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.

13. Private Amenities:

- A. The creek corridor (greenbelt), pocket parks, and linear park areas shall be provided in the general location shown on the Illustrative Layout; provided, however, that the final locations of the greenbelt, pocket parks and linear park areas shall be determined at the time of Concept Plan approval and may be approved in phases per platting approval. The Director of Development Services or his/her designee is authorized to administratively approve modifications to the locations of the creek corridor, pocket parks and linear park areas during the platting stage or the permitting stage.
- B. The location of the trail system shall be in general conformance with the Illustrative Layout and Parks, Trails and Connectivity Plan Map; provided, however, that the final locations of the trail system shall be determined at the time of Concept Plan approval and may be approved in phases per platting approval. The Director of Development Services or his/her designee is authorized to administratively approve modifications to the locations of the trail system during the platting stage or the permitting stage.
- C. Two pocket parks with a minimum of 1.5± acres and 0.5± acre shall be provided in addition to the greenbelt and linear park areas that contain a minimum 20± acres and 8± acres respectively pursuant to subsection 9(A) above.
- D. A private amenity center facility shall be provided as part of the development. The amenity center facility shall include, at a minimum, a pool, bathroom facilities, guest parking, and associated improvements.
- E. The greenbelt, linear park, and pocket parks shall be dedicated to the City and maintained by a homeowners' association, except as otherwise set forth in the Development Agreement.
- F. All plans and specifications for the construction of such amenities and improvements must be reviewed and approved by the Director of Neighborhood

Services, or applicable designees. Developer shall financially guarantee the construction of the amenities and improvements, and the city must approve same, prior to the filing of a plat in the case of platted subdivision. Developer may receive credits against Park Fees as set forth in the Development Agreement.

G. The trail system shall be accessible and open to the general public.

H. All sidewalks shall be in accordance with Exhibit K.

14. Infrastructure Improvements: As shown on the Illustrative Layout the east/west right-of-way (R.O.W.) that traverses between the Commercial and Mixed-Use areas, between the US Highway 75 frontage road and future 90 foot R.O.W. minor arterial, shall be a minimum of 60 foot wide R.O.W. and constructed as a minor collector.

15. Phasing Requirement

A. Prior to or concurrent with the approval of a final plat for any multiple-family residence development, a final plat for the following must be approved;

i. Minimum of 30,000 square feet of office and/or hotel

ii. Minimum of 10,000 square feet of retail and/or restaurant

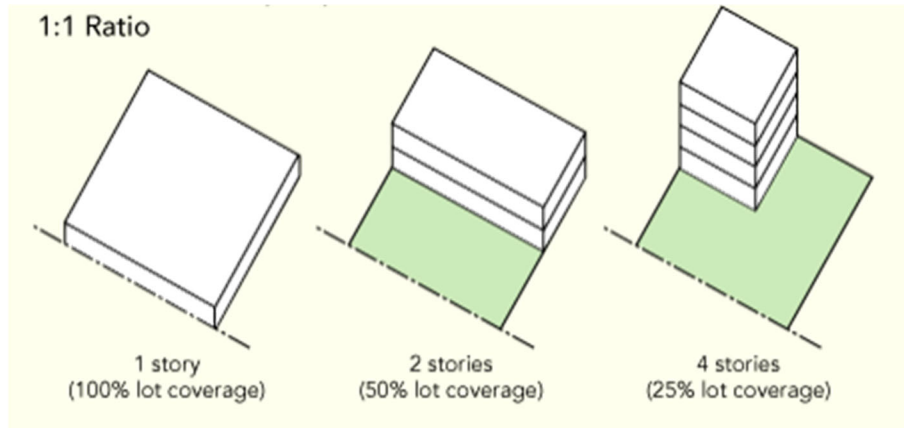
16. Private Improvements: Should a school site be needed and meet suitable School District requirements, Developer shall convey the School Site to AISD in accordance with this Agreement. Such conveyance may require that should construction of a school within the School Site not commence within ten (10) years from such conveyance, the School Site shall revert back to Developer.

ARTICLE 9.04 ZONING ORDINANCE

(For the purpose of this document Deletions of certain Zoning Ordinance and Landscape Regulation provisions that are not applicable are indicated in ~~strike through~~ text and Additions or Changes (i.e., added or revised development standards that are in addition to or differ from the Zoning Ordinance and Landscape Regulations) are indicated with underlined **Green** text.)

1. Sec. 9.04.004 Definitions

Floor Area Ratio means the floor area of a main building or buildings on a lot, divided by the lot area. See Figure



2. Sec. 9.04.014 SF-Z Single-Family Residence District - Zero lot line homes

(d) Height and area regulations.

(2) Minimum lot sizes for townhouses and zero lot line houses shall be ~~3,000~~ 2,125 square feet per dwelling unit.

3. Sec. 9.04.015 SF-TH Townhome District

(d) Height and area regulations.

(2) Minimum lot sizes for townhouses and zero lot line houses shall be ~~3,000~~ 2,125 square feet per dwelling unit.

~~(g) Miscellaneous provisions.~~

~~(1) Rear entry off street parking shall be provided for all uses established in this zone.~~

~~(2) Site plan approval shall be required prior to development.~~

4. Sec. 9.04.020 MF-2 Multiple-Family Residential – High Density

I Parking regulations. ~~Two off street parking spaces shall be provided per unit. Required parking may not be provided within the required front yard. Other~~ Off-street parking spaces regulations are set forth in section 9.04.037.

5. Sec. 9.04.034 Supplementary district regulations

(e) Residential architectural standards.

(2) Roofs.

(A) Except for porch roofs and shed roofs, overall pitched roofs shall have a minimum slope of 6" 8" x 12" (six eight inches vertical rise for every 12 inches horizontal run), secondary roof pitch minimum 5" x 12" (five inches vertical rise for every 12 inches horizontal run) with both having ~~and shall have~~ an overhang at least 1' (one foot) beyond the building wall; however, the overhang shall not encroach into a setback more than one foot. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".

(B) Roofing materials in all residential districts may only consist of architectural asphalt shingles (including laminated dimensional shingles), ~~clay and concrete tile, metal shingles, mineral surfaced row roofing, slate and slate type shingles, wood shingles, wood shakes or an equivalent or better product as compared with said materials.~~ Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum ~~25~~30-year warranty. ~~Under no circumstance shall three tab shingles be used as roofing material.~~

(C) A minimum of three (3) variations in roof planes are required which cannot repeat for a distance of five (5) lots.

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

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

(B) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(C) The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

(D) Front covered porch of at least ~~50~~100 square feet.

(E) The installation of at least two (2) coach lights.

(F) Other techniques for building articulation can be substituted if administratively approved by the administrative official.

(G) Eight (8) foot front door.

(H) Three (3) different window sizes on the front elevation.

(I) Three (3) car garage.

(J) A minimum of one dormer located on the front elevation.

(K) A minimum one bay window of 24-inch projection located on the front elevation.

6. Sec. 9.04.037 Parking space regulations

(a) Automobile parking space regulations. Whenever any ordinance, regulation, or plan enacted or adopted by the city council is for the purpose of providing off-street automobile parking spaces or of establishing requirements that such spaces be provided within any section or sections of the city, then such plan or requirements shall govern within such sections. Otherwise, off-street automobile parking spaces shall be provided as follows, applicable to buildings hereafter erected and uses hereafter established, to such nonconforming uses as may be required to conform to the regulations hereof, and to extensions and enlargements of buildings and uses.

(1) Except as otherwise provided in this section, off-street parking spaces shall be provided as follows:

Dwellings, multifamily	2 per dwelling unit <u>1 space per each one (1) bedroom unit</u> <u>2 spaces per each unit containing two (2) bedrooms or more.</u> <u>1 space per each one (1) bedroom unit for Senior Housing/Age Restricted</u>	75% <u>50%</u> of required parking must be covered, plus 0.25 per dwelling unit for visitor parking and evenly dispersed.
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4. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below.

	SF-10.5	SF-84	SF-72	SF-60	SF-Z	SF-TH	MF-2
Maximum Height (feet)	35	35	35	35	35	35 <u>45</u>	45 <u>70</u>
Side Yard, Interior (feet)	8-(e) <u>7</u>	10 <u>6</u>	(c)	(c)	(b) <u>5</u>	(b) <u>10</u>	10

Side Yard, Corner Lot, Street Side (feet)		15	15	15	15	15	15	15
Rear Yard (feet)		25	25	25 <u>20</u>	25 <u>20</u>	25 <u>20</u>	25 <u>20</u>	25
Front Yard (feet)		25	25	25 <u>20</u>	25 <u>20</u>	20 <u>10</u>	20 <u>10</u>	25
Lot Area (feet)		10,500	8,400	7,200	6,000	6,000 <u>2,125</u>	2,700 <u>2,125</u> per unit	5,000
Min. Lot Width (feet)		80	70	60	50	25	25	50
Min. Lot Depth (feet)		120 <u>130</u>	120 <u>130</u>	120	120	100 <u>85</u>	160 <u>85</u>	120
Max. Lot Coverage (%)		40% <u>50%</u>	35% <u>50%</u>	40% <u>55%</u>	45% <u>55%</u>	50% <u>65%</u>	60% <u>65%</u>	40%
Building Size (square feet)		2,200	2,000 <u>2,200</u>	1,800	1,600 <u>1,800</u>	1,200	900	none
Min. Masonry (%)		80%	80%	80%	80%	80%	80%	80%

(b) ~~14 feet between ends of buildings.~~

- For SF-Z, Variations to side yard minimum allowed between 0' and 10' as long as 10' building separation is maintained between homes.
- 20% reduction to minimum depths allowed at knuckles and cul-de-sacs as long as minimum square footage is met
- Where adjacent to HOA lot along interior residential primary streets, side yard would be considered "interior"
- Sidewalks (as generally shown on the Parks, Trails and Connectivity Plan Map and as may be modified at time of final plat) shall be 5' minimum width and generally only located on one side of interior residential streets. Front building setbacks can be reduced by 5' on lots opposite the interior residential sidewalks. Example: a 25' front building setback on the sidewalk-side can be reduced to 20' on the non-sidewalk side.
- All residential buildings, shall be constructed in such manner to include masonry construction covering at least eighty percent (80%) of the total exterior walls, excluding doors, windows and box outs. Masonry materials consist of brick, brick veneer, stone or stone veneer.

APPENDIX 2. SCHEDULE OF USES

1. Additional Prohibited Uses within the C-2 General Commercial District

- A. Educational, Institutional and Special Uses
- B. Transportation, Utility and Communications Uses
- C. Automobile and Related Services Uses
- D. Manufacturing, Storage and Warehousing Uses
- E. Convenience store
- F. Feed and farm supply
- G. Massage therapy facility
- H. Metal dealer, crafted precious
- I. Mortuary or funeral home
- J. Taxidermist

ARTICLE 9.06 LANDSCAPE REGULATIONS

1. Sec. 9.06.006 Minimum landscaping requirements

(d) Single-family and duplex lots and subdivisions.

(4) For all open space/common area parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of public street frontage along such open space/common area lot. Trees may be grouped or clustered to facilitate site design.

(5) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Exhibit E
Authorized Improvements and Budgeted Costs

OVERALL SUMMARY

A. EXCAVATION	\$ 6,436,806.55
B. SANITARY SEWER SYSTEM	\$ 5,947,729.10
C. STORM SEWER SYSTEM	\$ 6,490,791.00
D. WATER DISTRIBUTION SYSTEM	\$ 5,153,150.00
E. STREET & ALLEY PAVING	\$ 11,292,719.00
F. RETAINING WALLS	\$ 2,644,808.00
G. MISCELLANEOUS ITEMS	\$ 942,951.10
H. LANDSCAPING	\$ 5,391,950.00
I. DEVELOPMENT FEES	\$ 7,739,764.30

SUB-TOTAL: \$52,040,669.05

10% CONTINGENCY: \$5,206,000.00

TOTAL CONSTRUCTION COSTS: **\$ 57,246,669.05**

LOT COUNT: 969

COST / LOT: \$59,100

LF OF STREET: 52,884

COST / LF OF STREET: \$1,100

NET DEVELOPABLE ACREAGE: 242.83

COST / DEVELOPABLE ACRE: \$235,800

TOTAL GROSS ACREAGE: 288.43

COST / GROSS ACRE: \$198,500

	Total Master	Total PID	Total Private	TOTAL
OVERALL SUMMARY				
A. EXCAVATION		\$ 1,328,585.10	\$ 5,108,221.45	\$ 6,436,806.55
B. SANITARY SEWER SYSTEM	\$ 1,662,529.80	\$ 4,285,199.30		\$ 5,947,729.10
C. STORM SEWER SYSTEM		\$ 6,490,791.00		\$ 6,490,791.00
D. WATER DISTRIBUTION SYSTEM	\$ 1,443,820.00	\$ 3,709,330.00		\$ 5,153,150.00
E. STREET & ALLEY PAVING	\$ 1,923,238.00	\$ 9,369,481.00		\$ 11,292,719.00
F. RETAINING WALLS			\$ 2,644,808.00	\$ 2,644,808.00
G. MISCELLANEOUS ITEMS		\$ 942,951.10		\$ 942,951.10
H. LANDSCAPING		\$ 5,391,950.00		\$ 5,391,950.00
I. DEVELOPMENT FEES	\$ 707,000.00	\$ 6,256,264.30	\$ 776,500.00	\$ 7,739,764.30
SUB-TOTAL:	\$5,736,587.80	\$37,774,551.80	\$8,529,529.45	\$52,040,669.05
10% CONTINGENCY:	\$574,000.00	\$3,778,000.00	\$854,000.00	\$5,206,000.00
TOTAL CONSTRUCTION COSTS:	\$6,310,587.80	\$41,552,551.80	\$9,383,529.45	\$57,246,669.05
LOT COUNT:	969	969	969	969
COST / LOT:	\$6,600	\$42,900	\$9,700	\$59,100
LF OF STREET:	10,064	42,820		52,884
COST / LF OF STREET:	\$650	\$1,000		\$1,100
NET DEVELOPABLE ACREAGE:	14.80	228.03		242.83
COST / DEVELOPABLE ACRE:	\$426,400	\$182,300		\$235,800
TOTAL GROSS ACREAGE:	14.80	273.63		288.43
COST / GROSS ACRE:	\$426,400	\$151,900		\$198,500

OPINION OF PROBABLE COST Crystal Park

	Phase 1 PID	Phase 2 PID	Phase 3 PID	Phase 4 PID	Phase 5 PID	Total PID
OVERALL SUMMARY						
A. EXCAVATION	\$ 482,931.05	\$ 255,196.10	\$ 122,488.80	\$ 243,808.40	\$ 224,160.75	\$ 1,328,585.10
B. SANITARY SEWER SYSTEM	\$ 1,154,056.30	\$ 662,094.50	\$ 632,222.40	\$ 868,370.00	\$ 968,456.10	\$ 4,285,199.30
C. STORM SEWER SYSTEM	\$ 2,463,519.00	\$ 1,474,020.00	\$ 627,443.00	\$ 786,767.00	\$ 1,139,042.00	\$ 6,490,791.00
D. WATER DISTRIBUTION SYSTEM	\$ 873,250.00	\$ 694,736.50	\$ 644,268.50	\$ 686,290.00	\$ 810,785.00	\$ 3,709,330.00
E. STREET & ALLEY PAVING	\$ 2,258,560.00	\$ 2,143,790.00	\$ 1,632,848.00	\$ 1,315,699.00	\$ 2,018,584.00	\$ 9,369,481.00
F. RETAINING WALLS						
G. MISCELLANEOUS ITEMS	\$ 278,955.40	\$ 178,491.00	\$ 128,643.90	\$ 180,054.30	\$ 176,806.50	\$ 942,951.10
H. LANDSCAPING	\$ 2,265,387.50	\$ 899,850.00	\$ 835,850.00	\$ 459,850.00	\$ 931,012.50	\$ 5,391,950.00
I. DEVELOPMENT FEES	\$ 1,653,110.20	\$ 1,209,521.30	\$ 1,014,336.40	\$ 1,073,380.90	\$ 1,305,915.50	\$ 6,256,264.30
SUB-TOTAL:	\$11,429,769.45	\$7,517,699.40	\$5,638,101.00	\$5,614,219.60	\$7,574,762.35	\$37,774,551.80
10% CONTINGENCY:	\$1,143,000.00	\$752,000.00	\$564,000.00	\$561,500.00	\$757,500.00	\$3,778,000.00
TOTAL CONSTRUCTION COSTS:	\$12,572,769.45	\$8,269,699.40	\$6,202,101.00	\$6,175,719.60	\$8,332,262.35	\$41,552,551.80
LOT COUNT:	195	160	172	215	227	969
COST / LOT:	\$64,500	\$51,700	\$36,100	\$28,800	\$36,800	\$42,900
LF OF STREET:	10,196	7,733	6,996	7,357	10,538	42,820
COST / LF OF STREET:	\$1,250	\$1,100	\$900	\$850	\$800	\$1,000
NET DEVELOPABLE ACREAGE:	45.50	35.87	42.04	42.24	62.38	228.03
COST / DEVELOPABLE ACRE:	\$276,400	\$230,600	\$147,600	\$146,300	\$133,600	\$182,300
TOTAL GROSS ACREAGE:	53.90	44.15	53.24	44.79	77.55	273.63
COST / GROSS ACRE:	\$233,300	\$187,400	\$116,500	\$137,900	\$107,500	\$151,900

	Phase 1 Private	Phase 2 Private	Phase 3 Private	Phase 4 Private	Phase 5 Private	Total Private
OVERALL SUMMARY						
A. EXCAVATION	\$ 995,953.15	\$ 810,074.65	\$ 937,117.10	\$ 1,058,228.75	\$ 1,306,847.80	\$ 5,108,221.45
B. SANITARY SEWER SYSTEM						
C. STORM SEWER SYSTEM						
D. WATER DISTRIBUTION SYSTEM						
E. STREET & ALLEY PAVING						
F. RETAINING WALLS	\$ 367,652.00	\$ 398,599.00	\$ 290,250.00	\$ 155,075.00	\$ 1,433,232.00	\$ 2,644,808.00
G. MISCELLANEOUS ITEMS						
H. LANDSCAPING						
I. DEVELOPMENT FEES	\$ 136,500.00	\$ 121,000.00	\$ 123,000.00	\$ 121,500.00	\$ 274,500.00	\$ 776,500.00
SUB-TOTAL:	\$1,500,105.15	\$1,329,673.65	\$1,350,367.10	\$1,334,803.75	\$3,014,579.80	\$8,529,529.45
10% CONTINGENCY:	\$150,500.00	\$133,000.00	\$135,500.00	\$133,500.00	\$301,500.00	\$854,000.00
TOTAL CONSTRUCTION COSTS:	\$1,650,605.15	\$1,462,673.65	\$1,485,867.10	\$1,468,303.75	\$3,316,079.80	\$9,383,529.45
LOT COUNT:	195	160	172	215	227	969
COST / LOT:	\$8,500	\$9,200	\$8,700	\$6,900	\$14,700	\$9,700
LF OF STREET:						
COST / LF OF STREET:						
NET DEVELOPABLE ACREAGE:						
COST / DEVELOPABLE ACRE:						
TOTAL GROSS ACREAGE:						
COST / GROSS ACRE:						

GENERAL

- 1 This estimate of probable cost was prepared for the concept plan by LJA dated September 2021. A Discovery package by LJA dated April 2021 and Boundary Survey by LJA dated September 2021 were sourced to inform assumptions of this estimate.
- 2 The tract is located within the City of Anna, within Anna ISD, and is generally described as being located southwest of the intersection of US 75 and FM 445. The property is zoned for single-family residential, mixed use, commercial and professional campus.
- 3 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Anna.
- 4 This estimate assumes public infrastructure will be conveyed to and accepted by the City of Anna at project completion. Costs for future maintenance of infrastructure has not been considered.
- 5 This estimate is based on unit prices updated in May 2021.
- 6 This estimate was prepared with the benefit of geotechnical data provided in preliminary geotechnical report number G212303 by Alpha Testing dated October 27, 2021.
- 7 This estimate was prepared without the benefit of an environmental report or wetlands determination. The National Wetlands Inventory maps denote that wetlands and other jurisdictional features may be present on site and proposed lots and roads may potentially cross these features.
- 8 This estimate was prepared utilizing topographic assumptions based on 2 ft LIDAR contours sourced from Vargis and identifies an approximate mean site grade of 3.3%.
- 9 This estimate does consider phasing or construction sequencing costs and does contemplate progression of site development.
- 10 Estimate assumes that concrete plant land usage area will be restored to existing conditions at no cost to the development.
- 11 This estimate assumes 4% inspection fee for water, sewer, storm, and paving.
- 12 This estimate assumes testing fees for water and sewer on LF basis of all related material and 3% for storm and paving total cost.
- 13 Land plan and estimate do not make considerations for any oil, gas, or mineral leases in place on the tract.

GRADING

- 1 This estimate assumes the following grading assumptions:

Side yard max slope: 4:1 (25%) Front yard max slope: 5:1 (20%) Rear yard max slope: 12:1 (8%) Max driveway slope: 12% <i>(measured from finished pad elevation)</i> Minimum side yard swale slope: 1.25% Max exposed beam: 28" inches <i>(measured from finished floor elevation)</i>	Depressed garages are allowed <i>(no physical step in garage)</i> Drop garages with one physical step in garage are allowed Multi-step drop garages are not allowed. Finished floor elevation above finished pad: 0.7' Max fall across garage (front to back): 0.4 feet
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- 2 This estimate assumes lot-to-lot drainage is not allowed.

- 3 This estimate assumes a lot mix comprised of the following typical lot dimensions and is based on a concept plan:

Lot (Width x Depth)	Pad (Width x Depth)	Quantity
50 ft x 120 ft	40 ft x 80 ft	419
60 ft x 120 ft	50 ft x 80 ft	306
70 ft x 130 ft	60 ft x 80 ft	149
80 ft x 130 ft	70 ft x 80 ft	95

- 4 This estimate assumes all lots will require 4' of moisture conditioning and poly lining.
- 5 Unit prices do not reflect rock excavation.
- 6 This estimate assumes overall development site will balance cut, fill, and spoil material at project completion and does not consider costs for interim import or export of material off project.
- 7 This estimate does not assume any offsite grading.

SANITARY SEWER

- 1 This estimate assumes that the developed sewer basin is served by City of Anna.
- 2 This estimate assumes the sanitary sewer system is servicing 969 lots of single-family lots, 52 acres of Mixed Use, 30 acres of Commercial and 18 acres of Professional Campus.
- 3 This estimate assumes no lift station is needed in order to service the Mixed Use and Commercial instead an easement will be acquired to sewer across the adjacent property to the west of the Mixed Use.
- 4 This estimate does not assume any cost for obtaining offsite sewer easement besides what is mentioned in Note 3, Sanitary Sewer section.
- 5 This estimate assumes that the Hurricane Creek Sanitary Sewer Line B (30" gravity line) is in place and has capacity for the Crystal Park site.
- 6 This estimate was produced without the benefit of a Sanitary Sewer Study for the site. A preliminary sanitary sewer analysis was completed to provide general pipe sizing.
- 7 This estimate assumes the onsite 15" sanitary sewer line running in the creek as well as the offsite 15" sanitary sewer line are Impact Fee Eligible items with the City of Anna.
- 8 Sewer testing includes T.V. testing.

STORM DRAINAGE

- 1 This estimate assumes there is no FEMA 1% floodplain onsite. This estimate was prepared without the benefit of a flood study and a floodplain water surface elevation analysis.
- 2 This estimate assumes proposed development will not impact the FEMA 1% floodplain.
- 3 This estimate assumes Jurisdictional Feature Mitigation Allowance of \$150,000 for 3 phases (Phase 1, 2 & 3) due to the possibility of jurisdictional wetlands onsite.
- 4 This estimate assumes detention will be accomplished with a series of in-line weir structures.
- 5 This estimate assumes easement acquisition in order to capture offsite flow draining onto the site along the southwest property line. Offsite drainage will be captured with a grade to drain and sent to the creek onsite.
- 6 Final drainage structures to be determined by final drainage study.
- 7 This estimate does not include any cost for the enlargement, reconstruction or improvement of any off-site drainage structures unless otherwise noted.
- 8 This estimate does not consider any culvert improvements at western terminus of east-west connector.
- 9 Additional grade-to-drain quantities may be required based on final design topography.
- 10 Costs for studies, easement releases, analysis of regional dams are not included in this estimate.

WATER

- 1 This estimate assumes that the tract is supplied water by City of Anna. Connections to existing water infrastructure is assumed to be achieved at two locations along FM 455 and one location along US 75 frontage road.
- 2 Water line includes all fittings, tees, crosses, etc.
- 3 Fire hydrant assembly includes all fittings, tees, and valves.
- 4 Assumes all waterlines are less than 10' deep.
- 5 This estimate was performed without the benefit of a water model.
- 6 This estimate does not include cost to remove and relocate existing waterlines.
- 7 This estimate does not assume any cost for obtaining offsite water easements.

PAVING

- 1 This estimate is based on the following street sections:
 - 50' ROW: 32' B-B*, 6" reinforced concrete with 6" lime subgrade (1' offset)
 - 60' ROW: 40' B-B, 8" reinforced concrete with 8" lime subgrade (2' offset)
 - 90' ROW: 2 x 25' B-B, 8" reinforced concrete with 8" lime subgrade (2' offset)
 - 120' ROW: 2 x 37' B-B, 8" reinforced concrete with 8" lime subgrade (2' offset)

*Residential street section (50' ROW) assumes rollover curb. When standard curb is used on a 50' ROW, section is reduced to 31' B-B.
- 2 Estimate assume 36 lbs per SY for lime quantity.
- 3 Estimate does not include median paving and/or pavers.
- 4 Barrier free ramps have been included based on standard placing practice of 4 ramps at a cross intersection and 3 ramps at a tee intersection. Additional ADA ramps may be required by jurisdictions during plan review. This estimate does not contemplate ADA destinations and assumes longitudinal roadway slopes of greater 2% or greater may be used in all residential intersections.
- 5 Estimate does not include road signalization, intersection improvements or turn lanes at FM555.
- 6 Estimate does not include turn lanes at the intersection of Standridge Parkway and the East-West Connector.
- 7 Additional pavement markings and traffic signs may also be required.

MISCELLANEOUS

- 1 Streetlights are spaced at a maximum of 400'.
- 2 Cost to relocate existing franchise lines are not included.
- 3 This estimate assumes sidewalk and trail location based on Exhibit K – Parks, Trails and Connectivity Plan Map by LJA dated November 2021.
- 4 This estimate assumes City of Anna will be responsible for acquiring all right of way and easements necessary to construct all public improvements outside of the PID boundary.
- 5 Estimate does not consider walls or railing that may be required to support open space sidewalks and trails.
- 6 This estimate does not include USPS mailbox clusters.
- 7 This estimate assumes gas and electric franchise utilities will be provided at cost to the developer.
- 8 This estimate does not include plat recording fees.

LANDSCAPING

- 1 This estimate does include costs for Amenity Center, entry monumentation, screening walls, and landscaping of the site. Cost was provided by the client on November 3rd, 2021.
- 2 This estimate assumes masonry screening wall with masonry columns adjacent to lots along Standridge Parkway and East-West Connector.
- 3 This estimate assumes wood fence with masonry columns adjacent to lots along the property boundary.

DEVELOPMENT

- 1 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.

- 2 The municipal and jurisdictional fees listed have been generated based on researched information published by the City of Anna. This estimate holds the following fee assumptions:

Applicable & Included	Potentially Applicable & Excluded	Not Applicable
City Inspection fees (Water, Sewer, Paving, Storm)	Early Grading fees	TCEQ review fee
Preliminary Plat fee	Zoning/Rezoning fee	MUD Engineer review fees
Final Plat application fee (City)	Plat filing fees	
Engineering Plan review fees (City)	Tax Certificate fees	
	Impact fees, assessments, or credits	
	Park fees (City) – see notes	
	District fees	

- 3 This estimate assumes dedication of ± 20 acres of greenbelt, ± 8 acres of linear park areas and ± 2 acres of pocket park land are generated by this development to be dedicated to the City of Anna and maintained by the HOA.
- 4 This estimate does not include a \$3600 per lot PID fee.
- 5 This estimate does not include (or) includes fees for pro rata or face foot costs to connect to existing water or sewer infrastructure.
- 6 This estimate includes costs for infrastructure required by the development agreement.
- 7 This estimate does not include FEMA application fees.
- 8 Professional fees for engineering and surveying are assumed as 10% of projected construction costs.
- 9 This estimate does not include professional fee assumptions to prepare a flood study or revise floodplain maps.
- 10 This estimate does include professional fee assumptions for geotechnical testing and reports.
- 11 This estimate does not include professional fee assumptions for environmental reports, wetlands determination, and permitting of the removal.
- 12 This estimate does not include professional fee assumptions for tree survey or tree mitigations.

CRYSTAL PARK**DETAIL**

Phase 1 - Master

Lots: 195 || Gross Acreage: 7.1 Acres || Streets: 4,224 LF

A. EXCAVATION

None -- See notes for additional information

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
15" SDR-26 PVC PIPE	LF	\$75.00	4,146.	\$310,950.00
15" SDR-26 PVC PIPE (OFFSITE)	LF	\$178.00	6,000.	\$1,068,000.00
SEWER CONNECTION FOR MU & COMM.	LS	\$85,000.00	1.	\$85,000.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	9,385.4	\$18,770.80
5' DIAMETER MANHOLE	EA	\$5,390.00	10.	\$53,900.00
5' DIAMETER DROP MANHOLE	EA	\$6,600.00	2.	\$13,200.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	25.1	\$4,141.50
CONNECT TO EXISTING MANHOLE	EA	\$1,500.00	1.	\$1,500.00
CSS BACKFILL	LF	\$30.00	40.	\$1,200.00
12" STEEL ENCASEMENT	LF	\$66.00	250.	\$16,500.00
TRENCH SAFETY	LF	\$1.00	10,147.	\$10,147.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	10,147.	\$15,220.50
BONDS & PHASING	PERCENT	4.0% \$	1,598,529.80	\$64,000.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,662,529.80

C. STORM SEWER SYSTEM

None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" PVC WATERLINE	LF	\$71.25	9,392.	\$669,180.00
12" GATE VALVE & BOX	EA	\$2,310.00	25.	\$57,750.00
12" X 12" TAPPING SLEEVE & VALVE	EA	\$4,400.00	2.	\$8,800.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	21.	\$81,690.00
2" BLOW-OFF	EA	\$2,500.00	1.	\$2,500.00
TRENCH SAFETY - WATER	LF	\$0.50	9,392.	\$4,696.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	9,392.	\$14,088.00
BONDS & PHASING	PERCENT	4.0% \$	838,704.00	\$34,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 872,704.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	20,030.	\$841,260.00
8" SUBGRADE PREPARATION	SY	\$3.60	21,960.	\$79,056.00
HYDRATED LIME	TON	\$163.00	395.	\$64,385.00
8' CONCRETE SIDEWALK	LF	\$48.00	3,490.	\$167,520.00
BARRIER FREE RAMPS	EA	\$1,265.00	12.	\$15,180.00
PAVEMENT HEADER	LF	\$15.00	132.	\$1,980.00
STREET BARRICADE	EA	\$1,920.00	4.	\$7,680.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	1,177,061.00	\$35,500.00
BONDS & PHASING	PERCENT	4.0% \$	1,212,561.00	\$49,000.00
TOTAL STREET & ALLEY PAVING				\$ 1,261,561.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

None -- See notes for additional information

H. LANDSCAPING

None -- See notes for additional information

CRYSTAL PARK

DETAIL

Phase 1 - Master

Lots: 195 || Gross Acreage: 7.1 Acres || Streets: 4,224 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	872,704.00	\$35,000.00
SEWER INSPECTION FEE	PERCENT	4.0% \$	1,662,529.80	\$67,000.00
PAVING INSPECTION FEE	PERCENT	4.0% \$	1,261,561.00	\$50,500.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	3,796,794.80	\$380,000.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES				\$ 532,500.00

SUMMARY

A. EXCAVATION	\$	-
B. SANITARY SEWER SYSTEM	\$	1,662,529.80
C. STORM SEWER SYSTEM	\$	-
D. WATER DISTRIBUTION SYSTEM	\$	872,704.00
E. STREET & ALLEY PAVING	\$	1,261,561.00
F. RETAINING WALLS	\$	-
G. MISCELLANEOUS ITEMS	\$	-
H. LANDSCAPING	\$	-
I. DEVELOPMENT FEES	\$	532,500.00

SUB-TOTAL: \$4,329,294.80

OVERALL CONTINGENCIES: 10% \$433,000.00

TOTAL CONSTRUCTION COSTS: \$4,762,294.80

LOT COUNT:	195	COST / LOT:	\$24,500
LF OF STREET:	4,224.	COST / LF OF STREET:	\$1,150
NET DEVELOPABLE ACREAGE:	7.12	COST / DEVELOPABLE ACRE:	\$668,900
TOTAL GROSS ACREAGE:	7.12	COST / GROSS ACRE:	\$668,900

CRYSTAL PARK

DETAIL

Phase 1 PID - Residential

Lots: 195 || Gross Acreage: 53.9 Acres || Streets: 10,196 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING - ROW	ACRE	\$1,010.00	19.18	\$19,371.80
UNCLASSIFIED EXCAVATION - ROW	CY	\$2.75	83,545.	\$229,748.75
UNCLASSIFIED EXCAVATION - POND	CY	\$2.75	85,022.	\$233,810.50
TOTAL EXCAVATION				\$ 482,931.05

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-35 PVC PIPE	LF	\$45.00	4,761.	\$214,245.00
8" SDR-26 PVC PIPE	LF	\$52.50	8,283.	\$434,857.50
15" SDR-26 PVC PIPE	LF	\$75.00	696.	\$52,200.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	18,345.4	\$36,690.80
4" SERVICE LINES	EA	\$850.00	195.	\$165,750.00
4' DIAMETER MANHOLE	EA	\$3,080.00	39.	\$120,120.00
4' DIAMETER DROP MANHOLE	EA	\$5,500.00	2.	\$11,000.00
5' DIAMETER MANHOLE	EA	\$5,390.00	1.	\$5,390.00
5' DIAMETER DROP MANHOLE	EA	\$6,600.00	1.	\$6,600.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	48.2	\$7,953.00
CSS BACKFILL	LF	\$30.00	680.	\$20,400.00
TRENCH SAFETY	LF	\$1.00	13,740.	\$13,740.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	13,740.	\$20,610.00
BONDS & PHASING	PERCENT	4.0% \$	1,109,556.30	\$44,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,154,056.30

CRYSTAL PARK

DETAIL

Phase 1 PID - Residential

Lots: 195 || Gross Acreage: 53.9 Acres || Streets: 10,196 LF

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$60.00	1,712.	\$102,720.00
21" RCP	LF	\$65.00	827.	\$53,755.00
24" RCP	LF	\$80.00	923.	\$73,840.00
27" RCP	LF	\$90.00	1,213.	\$109,170.00
30" RCP	LF	\$100.00	24.	\$2,400.00
36" RCP	LF	\$120.00	1,464.	\$175,680.00
42" RCP	LF	\$150.00	1,606.	\$240,900.00
48" RCP	LF	\$180.00	1,918.	\$345,240.00
54" RCP	LF	\$220.00	672.	\$147,840.00
7' X 5' RCB	LF	\$470.00	100.	\$47,000.00
10' INLET	EA	\$3,600.00	53.	\$190,800.00
4' x 4' "Y" INLET	EA	\$3,360.00	4.	\$13,440.00
INLET PROTECTION	EA	\$200.00	57.	\$11,400.00
4' STORM SEWER MANHOLE	EA	\$4,000.00	2.	\$8,000.00
5' STORM SEWER MANHOLE	EA	\$5,000.00	2.	\$10,000.00
6' STORM SEWER MANHOLE	EA	\$6,000.00	9.	\$54,000.00
MANHOLE RISER	EA	\$3,000.00	1.	\$3,000.00
48" HEADWALL	EA	\$4,300.00	1.	\$4,300.00
54" HEADWALL	EA	\$4,300.00	3.	\$12,900.00
7' X 5' HEADWALL	EA	\$47,000.00	2.	\$94,000.00
IN-LINE WEIR STRUCTURE	EA	\$70,000.00	5.	\$350,000.00
POND OUTLET STRUCTURE	EA	\$75,000.00	2.	\$150,000.00
PEDESTRIAN RAIL	LF	\$150.00	115.	\$17,250.00
12" ROCK RIPRAP	SY	\$75.00	167.	\$12,525.00
GRADE TO DRAIN	LF	\$10.00	5,900.	\$59,000.00
TRENCH SAFETY	LF	\$1.00	10,359.	\$10,359.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	2,299,519.00	\$69,000.00
BONDS & PHASING	PERCENT	4.0% \$	2,368,519.00	\$95,000.00
TOTAL STORM SEWER SYSTEM				\$ 2,463,519.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$40.50	11,648.	\$471,744.00
8" GATE VALVE & BOX	EA	\$1,250.00	43.	\$53,750.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	24.	\$93,360.00
1" SINGLE WATER SERVICE	EA	\$1,000.00	195.	\$195,000.00
2" IRRIGATION SERVICE	EA	\$2,100.00	1.	\$2,100.00
TRENCH SAFETY - WATER	LF	\$0.50	11,648.	\$5,824.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	11,648.	\$17,472.00
BONDS & PHASING	PERCENT	4.0% \$	839,250.00	\$34,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 873,250.00

CRYSTAL PARK

DETAIL

Phase 1 PID - Residential

Lots: 195 || Gross Acreage: 53.9 Acres || Streets: 10,196 LF

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$35.00	31,790.	\$1,112,650.00
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	7,030.	\$295,260.00
6" SUBGRADE PREPARATION	SY	\$2.70	33,770.	\$91,179.00
8" SUBGRADE PREPARATION	SY	\$3.60	7,730.	\$27,828.00
HYDRATED LIME	TON	\$163.00	747.	\$121,761.00
TXDOT DECEL LANE (RIGHT LANE)	LS	\$150,000.00	1.	\$150,000.00
5' CONCRETE SIDEWALK	LF	\$30.00	2,586.	\$77,580.00
6' CONCRETE SIDEWALK	LF	\$36.00	1,408.	\$50,688.00
8' CONCRETE SIDEWALK	LF	\$48.00	1,903.	\$91,344.00
BARRIER FREE RAMPS	EA	\$1,265.00	50.	\$63,250.00
PAVEMENT HEADER	LF	\$15.00	360.	\$5,400.00
STREET BARRICADE	EA	\$1,920.00	11.	\$21,120.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	2,108,060.00	\$63,500.00
BONDS & PHASING	PERCENT	4.0% \$	2,171,560.00	\$87,000.00
TOTAL STREET & ALLEY PAVING				\$ 2,258,560.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EASEMENTS				
EROSION CONTROL				
SILT FENCE	LF	\$1.90	12,895.	\$24,500.50
CURLEX	LF	\$1.10	36,909.	\$40,599.90
CONSTRUCTION ENTRANCE	EA	\$2,000.00	2.	\$4,000.00
TREE PROTECTION				
STREET LIGHTS				
STREET LIGHT	EA	\$3,520.00	27.	\$95,040.00
STREET LIGHT (DOUBLE HEADED)	EA	\$5,280.00	11.	\$58,080.00
4" ELECTRIC CONDUIT	LF	\$12.00	2,450.	\$29,400.00
BONDS & PHASING	PERCENT	4.0% \$	182,520.00	\$7,500.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	23.	\$5,635.00
STOP SIGNS	EA	\$600.00	22.	\$13,200.00
BONDS & PHASING	PERCENT	4.0% \$	18,835.00	\$1,000.00
MAILBOXES				
TOTAL MISCELLANEOUS ITEMS				\$ 278,955.40

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
AMENITY CENTER	LS	\$1,500,000.00	1.	\$1,500,000.00
IRRIGATION AND SOD	SF	\$1.25	365,910.	\$457,387.50
LANDSCAPING TREES	EA	\$500.00	235.	\$117,500.00
6' MASONRY SCREENING WALL W/MASONRY COLUMNS	LF	\$150.00	870.	\$130,500.00
MINOR ENTRY SIGN	EA	\$20,000.00	1.	\$20,000.00
MAJOR ENTRY SIGN	EA	\$40,000.00	1.	\$40,000.00
TOTAL LANDSCAPING				\$ 2,265,387.50

CRYSTAL PARK

DETAIL

Phase 1 PID - Residential

Lots: 195 || Gross Acreage: 53.9 Acres || Streets: 10,196 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	873,250.00	\$35,000.00
SEWER INSPECTION FEE	PERCENT	4.0% \$	1,154,056.30	\$46,500.00
PAVING INSPECTION FEE	PERCENT	4.0% \$	2,258,560.00	\$90,500.00
DRAINAGE INSPECTION FEE	PERCENT	4.0% \$	2,463,519.00	\$99,000.00
JURISDICTIONAL FEATURE MITIGATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
PRELIMINARY PLAT FEE	LS	\$2,500.00	1.	\$2,500.00
PARK FEE	LOT	\$0.00	195.	\$0.00
FINAL PLAT FEE	LS	\$2,500.00	1.	\$2,500.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$860.20	1.	\$860.20
PROFESSIONAL FEES				
PLANNING/ENTITLEMENT	LOT	\$300.00	195.	\$58,500.00
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	7,511,271.75	\$751,500.00
LANDSCAPING (H)	PERCENT	6.0% \$	2,265,387.50	\$136,000.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	195.	\$68,250.00
FRANCHISE FEES				
GAS DISTRIBUTION FEE	LOT	\$800.00	195.	\$156,000.00
ELECTRIC DISTRIBUTION FEE	LOT	\$800.00	195.	\$156,000.00
TOTAL DEVELOPMENT FEES				\$ 1,653,110.20

SUMMARY

A. EXCAVATION	\$	482,931.05
B. SANITARY SEWER SYSTEM	\$	1,154,056.30
C. STORM SEWER SYSTEM	\$	2,463,519.00
D. WATER DISTRIBUTION SYSTEM	\$	873,250.00
E. STREET & ALLEY PAVING	\$	2,258,560.00
F. RETAINING WALLS	\$	-
G. MISCELLANEOUS ITEMS	\$	278,955.40
H. LANDSCAPING	\$	2,265,387.50
I. DEVELOPMENT FEES	\$	1,653,110.20

SUB-TOTAL: \$11,429,769.45

OVERALL CONTINGENCIES: 10% \$1,143,000.00

TOTAL CONSTRUCTION COSTS: \$12,572,769.45

LOT COUNT:	195	COST / LOT:	\$64,500
LF OF STREET:	10,196.	COST / LF OF STREET:	\$1,250
NET DEVELOPABLE ACREAGE:	45.50	COST / DEVELOPABLE ACRE:	\$276,400
TOTAL GROSS ACREAGE:	53.90	COST / GROSS ACRE:	\$233,300

CRYSTAL PARK

DETAIL

Phase 1 Private - Residential

Lots: 195 || Gross Acreage: 0.0 Acres || Streets: 0 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING	ACRE	\$1,010.00	33.44	\$33,774.40
UNCLASSIFIED EXCAVATION	CY	\$2.75	145,665.	\$400,578.75
MOISTURE COND - 4 FT DEEP	LOT	\$2,500.00	195.	\$487,500.00
ROUGH LOT GRADING	LOT	\$230.00	195.	\$44,850.00
FINAL LOT GRADING	LOT	\$150.00	195.	\$29,250.00
TOTAL EXCAVATION				\$ 995,953.15

B. SANITARY SEWER SYSTEM

None -- See notes for additional information

C. STORM SEWER SYSTEM

None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

None -- See notes for additional information

E. STREET & ALLEY PAVING

None -- See notes for additional information

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
2' RETAINING WALL	LF	\$44.00	2,205.	\$97,020.00
3' RETAINING WALL	LF	\$55.00	214.	\$11,770.00
4' RETAINING WALL	LF	\$66.00	70.	\$4,620.00
5' RETAINING WALL	LF	\$91.00	20.	\$1,820.00
6' RETAINING WALL	LF	\$119.00	116.	\$13,804.00
7' RETAINING WALL	LF	\$143.00	70.	\$10,010.00
8' RETAINING WALL	LF	\$169.00	130.	\$21,970.00
9' RETAINING WALL	LF	\$207.00	130.	\$26,910.00
10' RETAINING WALL	LF	\$238.00	41.	\$9,758.00
11' RETAINING WALL	LF	\$281.00	42.	\$11,802.00
12' RETAINING WALL	LF	\$317.00	208.	\$65,936.00
13' RETAINING WALL	LF	\$366.00	252.	\$92,232.00
TOTAL RETAINING WALLS				\$ 367,652.00

G. MISCELLANEOUS ITEMS

None -- See notes for additional information

H. LANDSCAPING

None -- See notes for additional information

CRYSTAL PARK

DETAIL

Phase 1 Private - Residential

Lots: 195 || Gross Acreage: 0.0 Acres || Streets: 0 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	1,363,605.15	\$136,500.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES			\$	136,500.00

SUMMARY

A. EXCAVATION		\$	995,953.15
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	367,652.00
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	-
I. DEVELOPMENT FEES		\$	136,500.00

SUB-TOTAL: \$1,500,105.15

OVERALL CONTINGENCIES: 10% \$150,500.00

TOTAL CONSTRUCTION COSTS: \$1,650,605.15

LOT COUNT:	195	COST / LOT:	\$8,500
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	0.00	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	0.00	COST / GROSS ACRE:	-

CRYSTAL PARK

DETAIL

Phase 2 - Master

Lots: 160 || Gross Acreage: 3.0 Acres || Streets: 2,205 LF

A. EXCAVATION None -- See notes for additional information

B. SANITARY SEWER SYSTEM None -- See notes for additional information

C. STORM SEWER SYSTEM None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" PVC WATERLINE	LF	\$71.25	2,220.	\$158,175.00
12" GATE VALVE & BOX	EA	\$2,310.00	4.	\$9,240.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	1.	\$1,000.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	5.	\$19,450.00
TRENCH SAFETY - WATER	LF	\$0.50	2,220.	\$1,110.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	2,220.	\$3,330.00
BONDS & PHASING	PERCENT	4.0% \$	192,305.00	\$8,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 200,305.00

E. STREET & ALLEY PAVING None -- See notes for additional information

F. RETAINING WALLS None -- See notes for additional information

G. MISCELLANEOUS ITEMS None -- See notes for additional information

H. LANDSCAPING None -- See notes for additional information

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	200,305.00	\$8,500.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	200,305.00	\$20,500.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES				\$ 29,000.00

SUMMARY

A. EXCAVATION	\$ -
B. SANITARY SEWER SYSTEM	\$ -
C. STORM SEWER SYSTEM	\$ -
D. WATER DISTRIBUTION SYSTEM	\$ 200,305.00
E. STREET & ALLEY PAVING	\$ -
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ -
H. LANDSCAPING	\$ -
I. DEVELOPMENT FEES	\$ 29,000.00

SUB-TOTAL: \$229,305.00

OVERALL CONTINGENCIES: 10% \$23,000.00

TOTAL CONSTRUCTION COSTS: \$252,305.00

LOT COUNT:	160	COST / LOT:	\$1,600
LF OF STREET:	2,205.	COST / LF OF STREET:	\$150
NET DEVELOPABLE ACREAGE:	2.98	COST / DEVELOPABLE ACRE:	\$84,700
TOTAL GROSS ACREAGE:	2.98	COST / GROSS ACRE:	\$84,700

OPINION OF PROBABLE COST Crystal Park

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OPC Date: November 29, 2021
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CRYSTAL PARK**DETAIL**

Phase 2 PID - Residential

Lots: 160 || Gross Acreage: 44.2 Acres || Streets: 7,733 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING - ROW	ACRE	\$1,010.00	11.96	\$12,079.60
UNCLASSIFIED EXCAVATION - ROW	CY	\$2.75	52,106.	\$143,291.50
UNCLASSIFIED EXCAVATION - POND	CY	\$2.75	36,300.	\$99,825.00
TOTAL EXCAVATION				\$ 255,196.10

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-35 PVC PIPE	LF	\$45.00	3,199.	\$143,955.00
8" SDR-26 PVC PIPE	LF	\$52.50	4,100.	\$215,250.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	12,743.5	\$25,487.00
4" SERVICE LINES	EA	\$850.00	160.	\$136,000.00
4' DIAMETER MANHOLE	EA	\$3,080.00	22.	\$67,760.00
4' DIAMETER DROP MANHOLE	EA	\$5,500.00	1.	\$5,500.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	23.	\$3,795.00
CONNECT TO EXISTING LINE	EA	\$1,000.00	5.	\$5,000.00
CSS BACKFILL	LF	\$30.00	520.	\$15,600.00
TRENCH SAFETY	LF	\$1.00	7,299.	\$7,299.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	7,299.	\$10,948.50
BONDS & PHASING	PERCENT	4.0% \$	636,594.50	\$25,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 662,094.50

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$60.00	3,147.	\$188,820.00
21" RCP	LF	\$65.00	760.	\$49,400.00
24" RCP	LF	\$80.00	523.	\$41,840.00
27" RCP	LF	\$90.00	613.	\$55,170.00
36" RCP	LF	\$120.00	534.	\$64,080.00
42" RCP	LF	\$150.00	292.	\$43,800.00
48" RCP	LF	\$180.00	90.	\$16,200.00
54" RCP	LF	\$220.00	306.	\$67,320.00
5' X 4' RCB	LF	\$350.00	343.	\$120,050.00
6' X 4' RCB	LF	\$400.00	15.	\$6,000.00
2-7' X 4' RCB	LF	\$855.00	105.	\$89,775.00
10' INLET	EA	\$3,600.00	38.	\$136,800.00
INLET PROTECTION	EA	\$200.00	38.	\$7,600.00
5' STORM SEWER MANHOLE	EA	\$5,000.00	2.	\$10,000.00
6' STORM SEWER MANHOLE	EA	\$6,000.00	2.	\$12,000.00
MANHOLE RISER	EA	\$3,000.00	3.	\$9,000.00
CONNECT TO EXISTING STORM LINE	EA	\$1,000.00	5.	\$5,000.00
27" HEADWALL	EA	\$2,600.00	1.	\$2,600.00
7' X 4' HEADWALL	EA	\$37,750.00	2.	\$75,500.00
IN-LINE WEIR STRUCTURE	EA	\$70,000.00	5.	\$350,000.00
PEDESTRIAN RAIL	LF	\$150.00	70.	\$10,500.00
12" ROCK RIPRAP	SY	\$75.00	104.	\$7,800.00
TRENCH SAFETY	LF	\$1.00	6,265.	\$6,265.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	1,375,520.00	\$41,500.00
BONDS & PHASING	PERCENT	4.0% \$	1,417,020.00	\$57,000.00
TOTAL STORM SEWER SYSTEM				\$ 1,474,020.00

CRYSTAL PARK**DETAIL**

Phase 2 PID - Residential

Lots: 160 || Gross Acreage: 44.2 Acres || Streets: 7,733 LF

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$40.50	6,305.	\$255,352.50
12" PVC WATERLINE	LF	\$71.25	1,672.	\$119,130.00
8" GATE VALVE & BOX	EA	\$1,250.00	24.	\$30,000.00
12" GATE VALVE & BOX	EA	\$2,310.00	7.	\$16,170.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	5.	\$5,000.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	17.	\$66,130.00
1" SINGLE WATER SERVICE	EA	\$1,000.00	160.	\$160,000.00
TRENCH SAFETY - WATER	LF	\$0.50	7,977.	\$3,988.50
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	7,977.	\$11,965.50
BONDS & PHASING	PERCENT	4.0% \$	667,736.50	\$27,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 694,736.50

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$35.00	27,370.	\$957,950.00
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	11,350.	\$476,700.00
6" SUBGRADE PREPARATION	SY	\$2.70	29,060.	\$78,462.00
8" SUBGRADE PREPARATION	SY	\$3.60	12,550.	\$45,180.00
HYDRATED LIME	TON	\$163.00	750.	\$122,250.00
5' CONCRETE SIDEWALK	LF	\$30.00	2,522.	\$75,660.00
6' CONCRETE SIDEWALK	LF	\$36.00	378.	\$13,608.00
8' CONCRETE SIDEWALK	LF	\$48.00	3,355.	\$161,040.00
BARRIER FREE RAMPS	EA	\$1,265.00	41.	\$51,865.00
PAVEMENT HEADER	LF	\$15.00	197.	\$2,955.00
STREET BARRICADE	EA	\$1,920.00	6.	\$11,520.00
REMOVE BARRICADE	EA	\$600.00	6.	\$3,600.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	2,000,790.00	\$60,500.00
BONDS & PHASING	PERCENT	4.0% \$	2,061,290.00	\$82,500.00
TOTAL STREET & ALLEY PAVING				\$ 2,143,790.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EASEMENTS				
EROSION CONTROL				
SILT FENCE	LF	\$1.90	8,187.	\$15,555.30
CURLEX	LF	\$1.10	18,737.	\$20,610.70
CONSTRUCTION ENTRANCE	EA	\$2,000.00	2.	\$4,000.00
TREE PROTECTION				
STREET LIGHTS				
STREET LIGHT	EA	\$3,520.00	21.	\$73,920.00
STREET LIGHT (DOUBLE HEADED)	EA	\$5,280.00	5.	\$26,400.00
4" ELECTRIC CONDUIT	LF	\$12.00	1,520.	\$18,240.00
BONDS & PHASING	PERCENT	4.0% \$	118,560.00	\$5,000.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	17.	\$4,165.00
STOP SIGNS	EA	\$600.00	16.	\$9,600.00
BONDS & PHASING	PERCENT	4.0% \$	13,765.00	\$1,000.00
MAILBOXES				
TOTAL MISCELLANEOUS ITEMS				\$ 178,491.00

CRYSTAL PARK

DETAIL

Phase 2 PID - Residential

Lots: 160 || Gross Acreage: 44.2 Acres || Streets: 7,733 LF

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IRRIGATION AND SOD	SF	\$1.25	360,680.	\$450,850.00
LANDSCAPING TREES	EA	\$500.00	125.	\$62,500.00
6' MASONRY SCREENING WALL W/MASONRY COLUMNS	LF	\$150.00	2,310.	\$346,500.00
MINOR ENTRY SIGN	EA	\$20,000.00	2.	\$40,000.00
TOTAL LANDSCAPING				\$ 899,850.00

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	694,736.50	\$28,000.00
SEWER INSPECTION FEE	PERCENT	4.0% \$	662,094.50	\$26,500.00
PAVING INSPECTION FEE	PERCENT	4.0% \$	2,143,790.00	\$86,000.00
DRAINAGE INSPECTION FEE	PERCENT	4.0% \$	1,474,020.00	\$59,000.00
JURISDICTIONAL FEATURE MITIGATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
PRELIMINARY PLAT FEE	LS	\$2,150.00	1.	\$2,150.00
PARK FEE	LOT	\$0.00	160.	\$0.00
FINAL PLAT FEE	LS	\$2,150.00	1.	\$2,150.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$721.30	1.	\$721.30
PROFESSIONAL FEES				
PLANNING/ENTITLEMENT	LOT	\$300.00	160.	\$48,000.00
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	5,408,328.10	\$541,000.00
LANDSCAPING (H)	PERCENT	6.0% \$	899,850.00	\$54,000.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	160.	\$56,000.00
FRANCHISE FEES				
GAS DISTRIBUTION FEE	LOT	\$800.00	160.	\$128,000.00
ELECTRIC DISTRIBUTION FEE	LOT	\$800.00	160.	\$128,000.00
TOTAL DEVELOPMENT FEES				\$ 1,209,521.30

SUMMARY

A. EXCAVATION	\$ 255,196.10
B. SANITARY SEWER SYSTEM	\$ 662,094.50
C. STORM SEWER SYSTEM	\$ 1,474,020.00
D. WATER DISTRIBUTION SYSTEM	\$ 694,736.50
E. STREET & ALLEY PAVING	\$ 2,143,790.00
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ 178,491.00
H. LANDSCAPING	\$ 899,850.00
I. DEVELOPMENT FEES	\$ 1,209,521.30

SUB-TOTAL: \$7,517,699.40

OVERALL CONTINGENCIES: 10% \$752,000.00

TOTAL CONSTRUCTION COSTS: \$8,269,699.40

LOT COUNT:	160	COST / LOT:	\$51,700
LF OF STREET:	7,733.	COST / LF OF STREET:	\$1,100
NET DEVELOPABLE ACREAGE:	35.87	COST / DEVELOPABLE ACRE:	\$230,600
TOTAL GROSS ACREAGE:	44.15	COST / GROSS ACRE:	\$187,400

CRYSTAL PARK

DETAIL

Phase 2 Private - Residential

Lots: 160 || Gross Acreage: 0.0 Acres || Streets: 0 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING	ACRE	\$1,010.00	26.89	\$27,158.90
UNCLASSIFIED EXCAVATION	CY	\$2.75	117,133.	\$322,115.75
MOISTURE COND - 4 FT DEEP	LOT	\$2,500.00	160.	\$400,000.00
ROUGH LOT GRADING	LOT	\$230.00	160.	\$36,800.00
FINAL LOT GRADING	LOT	\$150.00	160.	\$24,000.00
TOTAL EXCAVATION				\$ 810,074.65

B. SANITARY SEWER SYSTEM

None -- See notes for additional information

C. STORM SEWER SYSTEM

None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

None -- See notes for additional information

E. STREET & ALLEY PAVING

None -- See notes for additional information

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
2' RETAINING WALL	LF	\$44.00	1,877.	\$82,588.00
3' RETAINING WALL	LF	\$55.00	469.	\$25,795.00
4' RETAINING WALL	LF	\$66.00	593.	\$39,138.00
5' RETAINING WALL	LF	\$91.00	229.	\$20,839.00
6' RETAINING WALL	LF	\$119.00	287.	\$34,153.00
7' RETAINING WALL	LF	\$143.00	377.	\$53,911.00
8' RETAINING WALL	LF	\$169.00	419.	\$70,811.00
9' RETAINING WALL	LF	\$207.00	35.	\$7,245.00
10' RETAINING WALL	LF	\$238.00	48.	\$11,424.00
11' RETAINING WALL	LF	\$281.00	42.	\$11,802.00
12' RETAINING WALL	LF	\$317.00	129.	\$40,893.00
TOTAL RETAINING WALLS				\$ 398,599.00

G. MISCELLANEOUS ITEMS

None -- See notes for additional information

H. LANDSCAPING

None -- See notes for additional information

CRYSTAL PARK

DETAIL

Phase 2 Private - Residential

Lots: 160 || Gross Acreage: 0.0 Acres || Streets: 0 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	1,208,673.65	\$121,000.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES				\$ 121,000.00

SUMMARY

A. EXCAVATION	\$	810,074.65
B. SANITARY SEWER SYSTEM	\$	-
C. STORM SEWER SYSTEM	\$	-
D. WATER DISTRIBUTION SYSTEM	\$	-
E. STREET & ALLEY PAVING	\$	-
F. RETAINING WALLS	\$	398,599.00
G. MISCELLANEOUS ITEMS	\$	-
H. LANDSCAPING	\$	-
I. DEVELOPMENT FEES	\$	121,000.00

SUB-TOTAL: \$1,329,673.65

OVERALL CONTINGENCIES: 10% \$133,000.00

TOTAL CONSTRUCTION COSTS: \$1,462,673.65

LOT COUNT:	160	COST / LOT:	\$9,200
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	0.00	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	0.00	COST / GROSS ACRE:	-

CRYSTAL PARK

DETAIL

Phase 3 - Master

Lots: 172 || Gross Acreage: 1.4 Acres || Streets: 1,019 LF

A. EXCAVATION None -- See notes for additional information

B. SANITARY SEWER SYSTEM None -- See notes for additional information

C. STORM SEWER SYSTEM None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" PVC WATERLINE	LF	\$71.25	4,388.	\$312,645.00
12" GATE VALVE & BOX	EA	\$2,310.00	10.	\$23,100.00
12" X 12" TAPPING SLEEVE & VALVE	EA	\$4,400.00	1.	\$4,400.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	1.	\$1,000.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	1.	\$3,890.00
2" BLOW-OFF	EA	\$2,500.00	1.	\$2,500.00
TRENCH SAFETY - WATER	LF	\$0.50	4,388.	\$2,194.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	4,388.	\$6,582.00
BONDS & PHASING	PERCENT	4.0% \$	356,311.00	\$14,500.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 370,811.00

E. STREET & ALLEY PAVING None -- See notes for additional information

F. RETAINING WALLS None -- See notes for additional information

G. MISCELLANEOUS ITEMS None -- See notes for additional information

H. LANDSCAPING None -- See notes for additional information

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	370,811.00	\$15,000.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	370,811.00	\$37,500.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES				\$ 52,500.00

SUMMARY

A. EXCAVATION	\$ -
B. SANITARY SEWER SYSTEM	\$ -
C. STORM SEWER SYSTEM	\$ -
D. WATER DISTRIBUTION SYSTEM	\$ 370,811.00
E. STREET & ALLEY PAVING	\$ -
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ -
H. LANDSCAPING	\$ -
I. DEVELOPMENT FEES	\$ 52,500.00

SUB-TOTAL: \$423,311.00

OVERALL CONTINGENCIES: 10% \$42,500.00

TOTAL CONSTRUCTION COSTS: \$465,811.00

LOT COUNT:	172	COST / LOT:	\$2,800
LF OF STREET:	1,019.	COST / LF OF STREET:	\$500
NET DEVELOPABLE ACREAGE:	1.40	COST / DEVELOPABLE ACRE:	\$332,800
TOTAL GROSS ACREAGE:	1.40	COST / GROSS ACRE:	\$332,800

OPINION OF PROBABLE COST Crystal Park

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CRYSTAL PARK**DETAIL**

Phase 3 PID - Residential

Lots: 172 || Gross Acreage: 53.2 Acres || Streets: 6,996 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING - ROW	ACRE	\$1,010.00	9.43	\$9,524.30
UNCLASSIFIED EXCAVATION - ROW	CY	\$2.75	41,078.	\$112,964.50
TOTAL EXCAVATION				\$ 122,488.80

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-35 PVC PIPE	LF	\$45.00	6,495.	\$292,275.00
8" SDR-26 PVC PIPE	LF	\$52.50	953.	\$50,032.50
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	4,642.7	\$9,285.40
4" SERVICE LINES	EA	\$850.00	172.	\$146,200.00
4' DIAMETER MANHOLE	EA	\$3,080.00	23.	\$70,840.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	8.3	\$1,369.50
CLEANOUT	EA	\$750.00	2.	\$1,500.00
CONNECT TO EXISTING LINE	EA	\$1,000.00	8.	\$8,000.00
CSS BACKFILL	LF	\$30.00	320.	\$9,600.00
TRENCH SAFETY	LF	\$1.00	7,448.	\$7,448.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	7,448.	\$11,172.00
BONDS & PHASING	PERCENT	4.0% \$	607,722.40	\$24,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 632,222.40

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$60.00	1,331.	\$79,860.00
21" RCP	LF	\$65.00	909.	\$59,085.00
24" RCP	LF	\$80.00	23.	\$1,840.00
27" RCP	LF	\$90.00	306.	\$27,540.00
36" RCP	LF	\$120.00	1,210.	\$145,200.00
42" RCP	LF	\$150.00	10.	\$1,500.00
48" RCP	LF	\$180.00	429.	\$77,220.00
10' INLET	EA	\$3,600.00	38.	\$136,800.00
INLET PROTECTION	EA	\$200.00	38.	\$7,600.00
5' STORM SEWER MANHOLE	EA	\$5,000.00	2.	\$10,000.00
6' STORM SEWER MANHOLE	EA	\$6,000.00	1.	\$6,000.00
CONNECT TO EXISTING STORM LINE	EA	\$1,000.00	9.	\$9,000.00
21" HEADWALL	EA	\$2,300.00	1.	\$2,300.00
48" HEADWALL	EA	\$4,300.00	1.	\$4,300.00
12" ROCK RIPRAP	SY	\$75.00	30.	\$2,250.00
GRADE TO DRAIN	LF	\$10.00	1,023.	\$10,230.00
TRENCH SAFETY	LF	\$1.00	4,218.	\$4,218.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	584,943.00	\$18,000.00
BONDS & PHASING	PERCENT	4.0% \$	602,943.00	\$24,500.00
TOTAL STORM SEWER SYSTEM				\$ 627,443.00

CRYSTAL PARK

DETAIL

Phase 3 PID - Residential

Lots: 172 || Gross Acreage: 53.2 Acres || Streets: 6,996 LF

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$40.50	7,373.	\$298,606.50
12" PVC WATERLINE	LF	\$71.25	448.	\$31,920.00
8" GATE VALVE & BOX	EA	\$1,250.00	17.	\$21,250.00
12" GATE VALVE & BOX	EA	\$2,310.00	2.	\$4,620.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	7.	\$7,000.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	17.	\$66,130.00
1" SINGLE WATER SERVICE	EA	\$1,000.00	172.	\$172,000.00
2" IRRIGATION SERVICE	EA	\$2,100.00	1.	\$2,100.00
TRENCH SAFETY - WATER	LF	\$0.50	7,821.	\$3,910.50
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	7,821.	\$11,731.50
BONDS & PHASING	PERCENT	4.0% \$	619,268.50	\$25,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 644,268.50

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$35.00	27,330.	\$956,550.00
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	4,280.	\$179,760.00
6" SUBGRADE PREPARATION	SY	\$2.70	29,020.	\$78,354.00
8" SUBGRADE PREPARATION	SY	\$3.60	4,740.	\$17,064.00
HYDRATED LIME	TON	\$163.00	607.	\$98,941.00
5' CONCRETE SIDEWALK	LF	\$30.00	60.	\$1,800.00
8' CONCRETE SIDEWALK	LF	\$48.00	3,003.	\$144,144.00
BARRIER FREE RAMPS	EA	\$1,265.00	24.	\$30,360.00
PAVEMENT HEADER	LF	\$15.00	165.	\$2,475.00
STREET BARRICADE	EA	\$1,920.00	5.	\$9,600.00
REMOVE BARRICADE	EA	\$600.00	8.	\$4,800.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	1,523,848.00	\$46,000.00
BONDS & PHASING	PERCENT	4.0% \$	1,569,848.00	\$63,000.00
TOTAL STREET & ALLEY PAVING				\$ 1,632,848.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EASEMENTS				
EROSION CONTROL				
SILT FENCE	LF	\$1.90	9,038.	\$17,172.20
CURLEX	LF	\$1.10	16,447.	\$18,091.70
CONSTRUCTION ENTRANCE	EA	\$2,000.00	2.	\$4,000.00
TREE PROTECTION				
STREET LIGHTS				
STREET LIGHT	EA	\$3,520.00	15.	\$52,800.00
STREET LIGHT (DOUBLE HEADED)	EA	\$5,280.00	2.	\$10,560.00
4" ELECTRIC CONDUIT	LF	\$12.00	850.	\$10,200.00
BONDS & PHASING	PERCENT	4.0% \$	73,560.00	\$3,000.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	16.	\$3,920.00
STOP SIGNS	EA	\$600.00	14.	\$8,400.00
BONDS & PHASING	PERCENT	4.0% \$	12,320.00	\$500.00
MAILBOXES				
LANDSCAPING				
TOTAL MISCELLANEOUS ITEMS				\$ 128,643.90

CRYSTAL PARK

DETAIL

Phase 3 PID - Residential

Lots: 172 || Gross Acreage: 53.2 Acres || Streets: 6,996 LF

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IRRIGATION AND SOD	SF	\$1.25	487,880.	\$609,850.00
LANDSCAPING TREES	EA	\$500.00	28.	\$14,000.00
6' MASONRY SCREENING WALL W/MASONRY COLUMNS	LF	\$150.00	720.	\$108,000.00
6' WOOD FENCE W/MASONRY COLUMNS	LF	\$100.00	1,040.	\$104,000.00
TOTAL LANDSCAPING				\$ 835,850.00

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	644,268.50	\$26,000.00
SEWER INSPECTION FEE	PERCENT	4.0% \$	632,222.40	\$25,500.00
PAVING INSPECTION FEE	PERCENT	4.0% \$	1,632,848.00	\$65,500.00
DRAINAGE INSPECTION FEE	PERCENT	4.0% \$	627,443.00	\$25,500.00
JURISDICTIONAL FEATURE MITIGATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
PRELIMINARY PLAT FEE	LS	\$2,270.00	1.	\$2,270.00
PARK FEE	LOT	\$0.00	172.	\$0.00
FINAL PLAT FEE	LS	\$2,270.00	1.	\$2,270.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$796.40	1.	\$796.40
PROFESSIONAL FEES				
PLANNING/ENTITLEMENT	LOT	\$300.00	172.	\$51,600.00
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	3,787,914.60	\$379,000.00
LANDSCAPING (H)	PERCENT	6.0% \$	835,850.00	\$50,500.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	172.	\$60,200.00
FRANCHISE FEES				
GAS DISTRIBUTION FEE	LOT	\$800.00	172.	\$137,600.00
ELECTRIC DISTRIBUTION FEE	LOT	\$800.00	172.	\$137,600.00
TOTAL DEVELOPMENT FEES				\$ 1,014,336.40

SUMMARY

A. EXCAVATION	\$	122,488.80
B. SANITARY SEWER SYSTEM	\$	632,222.40
C. STORM SEWER SYSTEM	\$	627,443.00
D. WATER DISTRIBUTION SYSTEM	\$	644,268.50
E. STREET & ALLEY PAVING	\$	1,632,848.00
F. RETAINING WALLS	\$	-
G. MISCELLANEOUS ITEMS	\$	128,643.90
H. LANDSCAPING	\$	835,850.00
I. DEVELOPMENT FEES	\$	1,014,336.40

SUB-TOTAL: \$5,638,101.00

OVERALL CONTINGENCIES: 10% \$564,000.00

TOTAL CONSTRUCTION COSTS: \$6,202,101.00

LOT COUNT:	172	COST / LOT:	\$36,100
LF OF STREET:	6,996.	COST / LF OF STREET:	\$900
NET DEVELOPABLE ACREAGE:	42.04	COST / DEVELOPABLE ACRE:	\$147,600
TOTAL GROSS ACREAGE:	53.24	COST / GROSS ACRE:	\$116,500

CRYSTAL PARK

DETAIL

Phase 3 Private - Residential

Lots: 172 || Gross Acreage: 0.0 Acres || Streets: 0 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING	ACRE	\$1,010.00	34.01	\$34,350.10
UNCLASSIFIED EXCAVATION	CY	\$2.75	148,148.	\$407,407.00
MOISTURE COND - 4 FT DEEP	LOT	\$2,500.00	172.	\$430,000.00
ROUGH LOT GRADING	LOT	\$230.00	172.	\$39,560.00
FINAL LOT GRADING	LOT	\$150.00	172.	\$25,800.00
TOTAL EXCAVATION				\$ 937,117.10

B. SANITARY SEWER SYSTEM

None -- See notes for additional information

C. STORM SEWER SYSTEM

None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

None -- See notes for additional information

E. STREET & ALLEY PAVING

None -- See notes for additional information

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
2' RETAINING WALL	LF	\$44.00	1,688.	\$74,272.00
3' RETAINING WALL	LF	\$55.00	590.	\$32,450.00
4' RETAINING WALL	LF	\$66.00	433.	\$28,578.00
5' RETAINING WALL	LF	\$91.00	30.	\$2,730.00
6' RETAINING WALL	LF	\$119.00	20.	\$2,380.00
7' RETAINING WALL	LF	\$143.00	20.	\$2,860.00
8' RETAINING WALL	LF	\$169.00	20.	\$3,380.00
9' RETAINING WALL	LF	\$207.00	20.	\$4,140.00
10' RETAINING WALL	LF	\$238.00	100.	\$23,800.00
11' RETAINING WALL	LF	\$281.00	20.	\$5,620.00
12' RETAINING WALL	LF	\$317.00	80.	\$25,360.00
13' RETAINING WALL	LF	\$366.00	20.	\$7,320.00
14' RETAINING WALL	LF	\$407.00	80.	\$32,560.00
15' RETAINING WALL	LF	\$462.00	20.	\$9,240.00
16' RETAINING WALL	LF	\$508.00	70.	\$35,560.00
TOTAL RETAINING WALLS				\$ 290,250.00

G. MISCELLANEOUS ITEMS

None -- See notes for additional information

H. LANDSCAPING

None -- See notes for additional information

CRYSTAL PARK

DETAIL

Phase 3 Private - Residential

Lots: 172 || Gross Acreage: 0.0 Acres || Streets: 0 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	1,227,367.10	\$123,000.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES			\$	123,000.00

SUMMARY

A. EXCAVATION		\$	937,117.10
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	290,250.00
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	-
I. DEVELOPMENT FEES		\$	123,000.00

SUB-TOTAL: \$1,350,367.10

OVERALL CONTINGENCIES: 10% \$135,500.00

TOTAL CONSTRUCTION COSTS: \$1,485,867.10

LOT COUNT:	172	COST / LOT:	\$8,700
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	0.00	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	0.00	COST / GROSS ACRE:	-

CRYSTAL PARK

DETAIL

Phase 4 - Master

Lots: 215 || Gross Acreage: 3.3 Acres || Streets: 2,616 LF

A. EXCAVATION None -- See notes for additional information

B. SANITARY SEWER SYSTEM None -- See notes for additional information

C. STORM SEWER SYSTEM None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM None -- See notes for additional information

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	9,390.	\$394,380.00
8" SUBGRADE PREPARATION	SY	\$3.60	10,580.	\$38,088.00
HYDRATED LIME	TON	\$163.00	191.	\$31,133.00
8' CONCRETE SIDEWALK	LF	\$48.00	3,187.	\$152,976.00
REMOVE BARRICADE	EA	\$600.00	1.	\$600.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	617,177.00	\$19,000.00
BONDS & PHASING	PERCENT	4.0% \$	636,177.00	\$25,500.00
TOTAL STREET & ALLEY PAVING				\$ 661,677.00

F. RETAINING WALLS None -- See notes for additional information

G. MISCELLANEOUS ITEMS None -- See notes for additional information

H. LANDSCAPING None -- See notes for additional information

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
PAVING INSPECTION FEE	PERCENT	4.0% \$	661,677.00	\$26,500.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	661,677.00	\$66,500.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES				\$ 93,000.00

SUMMARY

A. EXCAVATION	\$ -
B. SANITARY SEWER SYSTEM	\$ -
C. STORM SEWER SYSTEM	\$ -
D. WATER DISTRIBUTION SYSTEM	\$ -
E. STREET & ALLEY PAVING	\$ 661,677.00
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ -
H. LANDSCAPING	\$ -
I. DEVELOPMENT FEES	\$ 93,000.00

SUB-TOTAL: \$754,677.00

OVERALL CONTINGENCIES: 10% \$75,500.00

TOTAL CONSTRUCTION COSTS: \$830,177.00

LOT COUNT:	215	COST / LOT:	\$3,900
LF OF STREET:	2,616.	COST / LF OF STREET:	\$350
NET DEVELOPABLE ACREAGE:	3.30	COST / DEVELOPABLE ACRE:	\$251,600
TOTAL GROSS ACREAGE:	3.30	COST / GROSS ACRE:	\$251,600

CRYSTAL PARK

DETAIL

Phase 4 PID - Residential

Lots: 215 || Gross Acreage: 44.8 Acres || Streets: 7,357 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING - ROW	ACRE	\$1,010.00	11.74	\$11,857.40
UNCLASSIFIED EXCAVATION - ROW	CY	\$2.75	51,160.	\$140,690.00
UNCLASSIFIED EXCAVATION - POND	CY	\$2.75	15,004.	\$41,261.00
EXISTING STRUCTURE DEMOLITION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
TOTAL EXCAVATION				\$ 243,808.40

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-35 PVC PIPE	LF	\$45.00	5,626.	\$253,170.00
8" SDR-26 PVC PIPE	LF	\$52.50	873.	\$45,832.50
15" SDR-26 PVC PIPE	LF	\$75.00	2,290.	\$171,750.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	17,115.5	\$34,231.00
4" SERVICE LINES	EA	\$850.00	215.	\$182,750.00
4' DIAMETER MANHOLE	EA	\$3,080.00	20.	\$61,600.00
5' DIAMETER MANHOLE	EA	\$5,390.00	4.	\$21,560.00
5' DIAMETER DROP MANHOLE	EA	\$6,600.00	3.	\$19,800.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	57.6	\$9,504.00
CLEANOUT	EA	\$750.00	2.	\$1,500.00
CONNECT TO EXISTING LINE	EA	\$1,000.00	4.	\$4,000.00
CSS BACKFILL	LF	\$30.00	240.	\$7,200.00
TRENCH SAFETY	LF	\$1.00	8,789.	\$8,789.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	8,789.	\$13,183.50
BONDS & PHASING	PERCENT	4.0% \$	834,870.00	\$33,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 868,370.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$60.00	551.	\$33,060.00
21" RCP	LF	\$65.00	935.	\$60,775.00
24" RCP	LF	\$80.00	2,039.	\$163,120.00
27" RCP	LF	\$90.00	1,348.	\$121,320.00
30" RCP	LF	\$100.00	15.	\$1,500.00
36" RCP	LF	\$120.00	290.	\$34,800.00
42" RCP	LF	\$150.00	271.	\$40,650.00
48" RCP	LF	\$180.00	77.	\$13,860.00
54" RCP	LF	\$220.00	101.	\$22,220.00
10' INLET	EA	\$3,600.00	29.	\$104,400.00
4' x 4' "Y" INLET	EA	\$3,360.00	1.	\$3,360.00
INLET PROTECTION	EA	\$200.00	30.	\$6,000.00
5' STORM SEWER MANHOLE	EA	\$5,000.00	2.	\$10,000.00
CONNECT TO EXISTING STORM LINE	EA	\$1,000.00	4.	\$4,000.00
24" HEADWALL	EA	\$2,300.00	1.	\$2,300.00
48" HEADWALL	EA	\$4,300.00	3.	\$12,900.00
54" HEADWALL	EA	\$4,300.00	1.	\$4,300.00
POND OUTLET STRUCTURE	EA	\$75,000.00	1.	\$75,000.00
12" ROCK RIPRAP	SY	\$75.00	113.	\$8,475.00
GRADE TO DRAIN	LF	\$10.00	610.	\$6,100.00
TRENCH SAFETY	LF	\$1.00	5,627.	\$5,627.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	733,767.00	\$22,500.00
BONDS & PHASING	PERCENT	4.0% \$	756,267.00	\$30,500.00
TOTAL STORM SEWER SYSTEM				\$ 786,767.00

OPINION OF PROBABLE COST Crystal Park

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CRYSTAL PARK

DETAIL

Phase 4 PID - Residential

Lots: 215 || Gross Acreage: 44.8 Acres || Streets: 7,357 LF

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$40.50	8,024.	\$324,972.00
8" GATE VALVE & BOX	EA	\$1,250.00	23.	\$28,750.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	5.	\$5,000.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	18.	\$70,020.00
1" SINGLE WATER SERVICE	EA	\$1,000.00	215.	\$215,000.00
TRENCH SAFETY - WATER	LF	\$0.50	8,024.	\$4,012.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	8,024.	\$12,036.00
BONDS & PHASING	PERCENT	4.0% \$	659,790.00	\$26,500.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 686,290.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$35.00	28,500.	\$997,500.00
6" SUBGRADE PREPARATION	SY	\$2.70	30,270.	\$81,729.00
HYDRATED LIME	TON	\$163.00	545.	\$88,835.00
5' CONCRETE SIDEWALK	LF	\$30.00	918.	\$27,540.00
BARRIER FREE RAMPS	EA	\$1,265.00	23.	\$29,095.00
REMOVE BARRICADE	EA	\$600.00	5.	\$3,000.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	1,227,699.00	\$37,000.00
BONDS & PHASING	PERCENT	4.0% \$	1,264,699.00	\$51,000.00
TOTAL STREET & ALLEY PAVING				\$ 1,315,699.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EASEMENTS				
EROSION CONTROL				
SILT FENCE	LF	\$1.90	10,907.	\$20,723.30
CURLEX	LF	\$1.10	21,310.	\$23,441.00
CONSTRUCTION ENTRANCE	EA	\$2,000.00	2.	\$4,000.00
TREE PROTECTION				
STREET LIGHTS				
STREET LIGHT	EA	\$3,520.00	20.	\$70,400.00
STREET LIGHT (DOUBLE HEADED)	EA	\$5,280.00	7.	\$36,960.00
4" ELECTRIC CONDUIT	LF	\$12.00	800.	\$9,600.00
BONDS & PHASING	PERCENT	4.0% \$	116,960.00	\$5,000.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	14.	\$3,430.00
STOP SIGNS	EA	\$600.00	10.	\$6,000.00
BONDS & PHASING	PERCENT	4.0% \$	9,430.00	\$500.00
MAILBOXES				
LANDSCAPING				
TOTAL MISCELLANEOUS ITEMS				\$ 180,054.30

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IRRIGATION AND SOD	SF	\$1.25	111,080.	\$138,850.00
LANDSCAPING TREES	EA	\$500.00	90.	\$45,000.00
6' WOOD FENCE W/MASONRY COLUMNS	LF	\$100.00	2,760.	\$276,000.00
TOTAL LANDSCAPING				\$ 459,850.00

CRYSTAL PARK

DETAIL

Phase 4 PID - Residential

Lots: 215 || Gross Acreage: 44.8 Acres || Streets: 7,357 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	686,290.00	\$27,500.00
SEWER INSPECTION FEE	PERCENT	4.0% \$	868,370.00	\$35,000.00
PAVING INSPECTION FEE	PERCENT	4.0% \$	1,315,699.00	\$53,000.00
DRAINAGE INSPECTION FEE	PERCENT	4.0% \$	786,767.00	\$31,500.00
PRELIMINARY PLAT FEE	LS	\$2,700.00	1.	\$2,700.00
PARK FEE	LOT	\$0.00	215.	\$0.00
FINAL PLAT FEE	LS	\$2,700.00	1.	\$2,700.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$730.90	1.	\$730.90
PROFESSIONAL FEES				
PLANNING/ENTITLEMENT	LOT	\$300.00	215.	\$64,500.00
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	4,080,988.70	\$408,500.00
LANDSCAPING (H)	PERCENT	6.0% \$	459,850.00	\$28,000.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	215.	\$75,250.00
FRANCHISE FEES				
GAS DISTRIBUTION FEE	LOT	\$800.00	215.	\$172,000.00
ELECTRIC DISTRIBUTION FEE	LOT	\$800.00	215.	\$172,000.00
TOTAL DEVELOPMENT FEES				\$ 1,073,380.90

SUMMARY

A. EXCAVATION		\$	243,808.40
B. SANITARY SEWER SYSTEM		\$	868,370.00
C. STORM SEWER SYSTEM		\$	786,767.00
D. WATER DISTRIBUTION SYSTEM		\$	686,290.00
E. STREET & ALLEY PAVING		\$	1,315,699.00
F. RETAINING WALLS		\$	-
G. MISCELLANEOUS ITEMS		\$	180,054.30
H. LANDSCAPING		\$	459,850.00
I. DEVELOPMENT FEES		\$	1,073,380.90
SUB-TOTAL:			\$5,614,219.60
OVERALL CONTINGENCIES:		10%	\$561,500.00
TOTAL CONSTRUCTION COSTS:			\$6,175,719.60
LOT COUNT:	215	COST / LOT:	\$28,800
LF OF STREET:	7,357.	COST / LF OF STREET:	\$850
NET DEVELOPABLE ACREAGE:	42.24	COST / DEVELOPABLE ACRE:	\$146,300
TOTAL GROSS ACREAGE:	44.79	COST / GROSS ACRE:	\$137,900

CRYSTAL PARK

DETAIL

Phase 4 Private - Residential

Lots: 215 || Gross Acreage: 0.0 Acres || Streets: 0 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING	ACRE	\$1,010.00	33.8	\$34,138.00
UNCLASSIFIED EXCAVATION	CY	\$2.75	147,233.	\$404,890.75
MOISTURE COND - 4 FT DEEP	LOT	\$2,500.00	215.	\$537,500.00
ROUGH LOT GRADING	LOT	\$230.00	215.	\$49,450.00
FINAL LOT GRADING	LOT	\$150.00	215.	\$32,250.00
TOTAL EXCAVATION				\$ 1,058,228.75

B. SANITARY SEWER SYSTEM

None -- See notes for additional information

C. STORM SEWER SYSTEM

None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

None -- See notes for additional information

E. STREET & ALLEY PAVING

None -- See notes for additional information

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
2' RETAINING WALL	LF	\$44.00	488.	\$21,472.00
3' RETAINING WALL	LF	\$55.00	233.	\$12,815.00
4' RETAINING WALL	LF	\$66.00	533.	\$35,178.00
5' RETAINING WALL	LF	\$91.00	368.	\$33,488.00
6' RETAINING WALL	LF	\$119.00	438.	\$52,122.00
TOTAL RETAINING WALLS				\$ 155,075.00

G. MISCELLANEOUS ITEMS

None -- See notes for additional information

H. LANDSCAPING

None -- See notes for additional information

CRYSTAL PARK

DETAIL

Phase 4 Private - Residential

Lots: 215 || Gross Acreage: 0.0 Acres || Streets: 0 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	1,213,303.75	\$121,500.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES			\$	121,500.00

SUMMARY

A. EXCAVATION		\$	1,058,228.75
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	155,075.00
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	-
I. DEVELOPMENT FEES		\$	121,500.00

SUB-TOTAL: \$1,334,803.75

OVERALL CONTINGENCIES: 10% \$133,500.00

TOTAL CONSTRUCTION COSTS: \$1,468,303.75

LOT COUNT:	215	COST / LOT:	\$6,900
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	0.00	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	0.00	COST / GROSS ACRE:	-

CRYSTAL PARK

DETAIL

Phase 5 PID - Residential

Lots: 227 || Gross Acreage: 77.6 Acres || Streets: 10,538 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING - ROW	ACRE	\$1,010.00	12.1	\$12,221.00
UNCLASSIFIED EXCAVATION - ROW	CY	\$2.75	52,708.	\$144,947.00
UNCLASSIFIED EXCAVATION - POND	CY	\$2.75	24,361.	\$66,992.75
TOTAL EXCAVATION				\$ 224,160.75

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-35 PVC PIPE	LF	\$45.00	8,413.	\$378,585.00
8" SDR-26 PVC PIPE	LF	\$52.50	3,256.	\$170,940.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	7,918.8	\$15,837.60
4" SERVICE LINES	EA	\$850.00	227.	\$192,950.00
4' DIAMETER MANHOLE	EA	\$3,080.00	38.	\$117,040.00
4' DIAMETER DROP MANHOLE	EA	\$5,500.00	1.	\$5,500.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	31.4	\$5,181.00
CLEANOUT	EA	\$750.00	3.	\$2,250.00
CONNECT TO EXISTING MANHOLE	EA	\$1,500.00	1.	\$1,500.00
CSS BACKFILL	LF	\$30.00	400.	\$12,000.00
TRENCH SAFETY	LF	\$1.00	11,669.	\$11,669.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	11,669.	\$17,503.50
BONDS & PHASING	PERCENT	4.0% \$	930,956.10	\$37,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 968,456.10

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$60.00	811.	\$48,660.00
21" RCP	LF	\$65.00	1,046.	\$67,990.00
24" RCP	LF	\$80.00	1,402.	\$112,160.00
27" RCP	LF	\$90.00	325.	\$29,250.00
30" RCP	LF	\$100.00	567.	\$56,700.00
36" RCP	LF	\$120.00	1,303.	\$156,360.00
42" RCP	LF	\$150.00	460.	\$69,000.00
48" RCP	LF	\$180.00	313.	\$56,340.00
54" RCP	LF	\$220.00	305.	\$67,100.00
5' X 4' RCB	LF	\$350.00	278.	\$97,300.00
6' X 4' RCB	LF	\$400.00	50.	\$20,000.00
10' INLET	EA	\$3,600.00	31.	\$111,600.00
15' INLET	EA	\$4,350.00	7.	\$30,450.00
INLET PROTECTION	EA	\$200.00	38.	\$7,600.00
4' STORM SEWER MANHOLE	EA	\$4,000.00	1.	\$4,000.00
5' STORM SEWER MANHOLE	EA	\$5,000.00	3.	\$15,000.00
6' STORM SEWER MANHOLE	EA	\$6,000.00	2.	\$12,000.00
MANHOLE RISER	EA	\$3,000.00	2.	\$6,000.00
24" HEADWALL	EA	\$2,300.00	1.	\$2,300.00
36" HEADWALL	EA	\$2,700.00	1.	\$2,700.00
6' X 4' HEADWALL	EA	\$6,000.00	1.	\$6,000.00
POND OUTLET STRUCTURE	EA	\$75,000.00	1.	\$75,000.00
12" ROCK RIPRAP	SY	\$75.00	40.	\$3,000.00
TRENCH SAFETY	LF	\$1.00	6,532.	\$6,532.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	1,063,042.00	\$32,000.00
BONDS & PHASING	PERCENT	4.0% \$	1,095,042.00	\$44,000.00
TOTAL STORM SEWER SYSTEM				\$ 1,139,042.00

OPINION OF PROBABLE COST Crystal Park

PATH. S:\NTX-LAND\0186\400LAND\405 Cost Estimate\2021_10_Crystal Park\405.3 MS Office\2021_11_Crystal Park OPC

OPC Date: November 29, 2021
Sheet 35 of 39



CRYSTAL PARK

DETAIL

Phase 5 PID - Residential

Lots: 227 || Gross Acreage: 77.6 Acres || Streets: 10,538 LF

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$40.50	9,438.	\$382,239.00
8" GATE VALVE & BOX	EA	\$1,250.00	25.	\$31,250.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	11.	\$11,000.00
FIRE HYDRANT ASSEMBLY	EA	\$3,890.00	28.	\$108,920.00
1" SINGLE WATER SERVICE	EA	\$1,000.00	227.	\$227,000.00
TRENCH SAFETY - WATER	LF	\$0.50	9,438.	\$4,719.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	9,438.	\$14,157.00
BONDS & PHASING	PERCENT	4.0% \$	779,285.00	\$31,500.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 810,785.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$35.00	41,290.	\$1,445,150.00
6" SUBGRADE PREPARATION	SY	\$2.70	43,840.	\$118,368.00
HYDRATED LIME	TON	\$163.00	789.	\$128,607.00
5' CONCRETE SIDEWALK	LF	\$30.00	2,686.	\$80,580.00
8' CONCRETE SIDEWALK	LF	\$48.00	1,443.	\$69,264.00
BARRIER FREE RAMPS	EA	\$1,265.00	31.	\$39,215.00
REMOVE BARRICADE	EA	\$600.00	4.	\$2,400.00
TESTING (EXCLUDING GEOTECH)	PERCENT	3.0% \$	1,883,584.00	\$57,000.00
BONDS & PHASING	PERCENT	4.0% \$	1,940,584.00	\$78,000.00
TOTAL STREET & ALLEY PAVING				\$ 2,018,584.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EASEMENTS				
EROSION CONTROL				
SILT FENCE	LF	\$1.90	8,870.	\$16,853.00
CURLEX	LF	\$1.10	23,085.	\$25,393.50
CONSTRUCTION ENTRANCE	EA	\$2,000.00	2.	\$4,000.00
TREE PROTECTION				
STREET LIGHTS				
STREET LIGHT	EA	\$3,520.00	28.	\$98,560.00
4" ELECTRIC CONDUIT	LF	\$12.00	1,100.	\$13,200.00
BONDS & PHASING	PERCENT	4.0% \$	111,760.00	\$4,500.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	20.	\$4,900.00
STOP SIGNS	EA	\$600.00	14.	\$8,400.00
BONDS & PHASING	PERCENT	4.0% \$	13,300.00	\$1,000.00
MAILBOXES				
LANDSCAPING				
TOTAL MISCELLANEOUS ITEMS				\$ 176,806.50

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IRRIGATION AND SOD	SF	\$1.25	660,810.	\$826,012.50
6' WOOD FENCE W/MASONRY COLUMNS	LF	\$100.00	1,050.	\$105,000.00
TOTAL LANDSCAPING				\$ 931,012.50

CRYSTAL PARK

DETAIL

Phase 5 PID - Residential

Lots: 227 || Gross Acreage: 77.6 Acres || Streets: 10,538 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION FEE	PERCENT	4.0% \$	810,785.00	\$32,500.00
SEWER INSPECTION FEE	PERCENT	4.0% \$	968,456.10	\$39,000.00
PAVING INSPECTION FEE	PERCENT	4.0% \$	2,018,584.00	\$81,000.00
DRAINAGE INSPECTION FEE	PERCENT	4.0% \$	1,139,042.00	\$46,000.00
PRELIMINARY PLAT FEE	LS	\$2,820.00	1.	\$2,820.00
PARK FEE	LOT	\$0.00	227.	\$0.00
FINAL PLAT FEE	LS	\$2,820.00	1.	\$2,820.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$1,025.50	1.	\$1,025.50
PROFESSIONAL FEES				
PLANNING/ENTITLEMENT	LOT	\$300.00	227.	\$68,100.00
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	5,337,834.35	\$534,000.00
LANDSCAPING (H)	PERCENT	6.0% \$	931,012.50	\$56,000.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	227.	\$79,450.00
FRANCHISE FEES				
GAS DISTRIBUTION FEE	LOT	\$800.00	227.	\$181,600.00
ELECTRIC DISTRIBUTION FEE	LOT	\$800.00	227.	\$181,600.00
TOTAL DEVELOPMENT FEES				\$ 1,305,915.50

SUMMARY

A. EXCAVATION		\$	224,160.75
B. SANITARY SEWER SYSTEM		\$	968,456.10
C. STORM SEWER SYSTEM		\$	1,139,042.00
D. WATER DISTRIBUTION SYSTEM		\$	810,785.00
E. STREET & ALLEY PAVING		\$	2,018,584.00
F. RETAINING WALLS		\$	-
G. MISCELLANEOUS ITEMS		\$	176,806.50
H. LANDSCAPING		\$	931,012.50
I. DEVELOPMENT FEES		\$	1,305,915.50
SUB-TOTAL:			\$7,574,762.35
OVERALL CONTINGENCIES:		10%	\$757,500.00
TOTAL CONSTRUCTION COSTS:			\$8,332,262.35
LOT COUNT:		227	COST / LOT: \$36,800
LF OF STREET:		10,538.	COST / LF OF STREET: \$800
NET DEVELOPABLE ACREAGE:		62.38	COST / DEVELOPABLE ACRE: \$133,600
TOTAL GROSS ACREAGE:		77.55	COST / GROSS ACRE: \$107,500

CRYSTAL PARK

DETAIL

Phase 5 Private - Residential

Lots: 227 || Gross Acreage: 0.0 Acres || Streets: 0 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
CLEARING AND GRUBBING	ACRE	\$1,010.00	50.28	\$50,782.80
UNCLASSIFIED EXCAVATION	CY	\$2.75	219,020.	\$602,305.00
MOISTURE COND - 4 FT DEEP	LOT	\$2,500.00	227.	\$567,500.00
ROUGH LOT GRADING	LOT	\$230.00	227.	\$52,210.00
FINAL LOT GRADING	LOT	\$150.00	227.	\$34,050.00
TOTAL EXCAVATION				\$ 1,306,847.80

B. SANITARY SEWER SYSTEM

None -- See notes for additional information

C. STORM SEWER SYSTEM

None -- See notes for additional information

D. WATER DISTRIBUTION SYSTEM

None -- See notes for additional information

E. STREET & ALLEY PAVING

None -- See notes for additional information

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
2' RETAINING WALL	LF	\$44.00	6,481.	\$285,164.00
3' RETAINING WALL	LF	\$55.00	1,801.	\$99,055.00
4' RETAINING WALL	LF	\$66.00	1,264.	\$83,424.00
5' RETAINING WALL	LF	\$91.00	1,743.	\$158,613.00
6' RETAINING WALL	LF	\$119.00	939.	\$111,741.00
7' RETAINING WALL	LF	\$143.00	670.	\$95,810.00
8' RETAINING WALL	LF	\$169.00	504.	\$85,176.00
9' RETAINING WALL	LF	\$207.00	369.	\$76,383.00
10' RETAINING WALL	LF	\$238.00	506.	\$120,428.00
11' RETAINING WALL	LF	\$281.00	66.	\$18,546.00
12' RETAINING WALL	LF	\$317.00	438.	\$138,846.00
13' RETAINING WALL	LF	\$366.00	31.	\$11,346.00
14' RETAINING WALL	LF	\$407.00	30.	\$12,210.00
15' RETAINING WALL	LF	\$462.00	125.	\$57,750.00
16' RETAINING WALL	LF	\$508.00	155.	\$78,740.00
TOTAL RETAINING WALLS				\$ 1,433,232.00

G. MISCELLANEOUS ITEMS

None -- See notes for additional information

H. LANDSCAPING

None -- See notes for additional information

CRYSTAL PARK

DETAIL

Phase 5 Private - Residential

Lots: 227 || Gross Acreage: 0.0 Acres || Streets: 0 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	2,740,079.80	\$274,500.00
FRANCHISE FEES				
TOTAL DEVELOPMENT FEES				\$ 274,500.00

SUMMARY

A. EXCAVATION	\$	1,306,847.80
B. SANITARY SEWER SYSTEM	\$	-
C. STORM SEWER SYSTEM	\$	-
D. WATER DISTRIBUTION SYSTEM	\$	-
E. STREET & ALLEY PAVING	\$	-
F. RETAINING WALLS	\$	1,433,232.00
G. MISCELLANEOUS ITEMS	\$	-
H. LANDSCAPING	\$	-
I. DEVELOPMENT FEES	\$	274,500.00

SUB-TOTAL: \$3,014,579.80

OVERALL CONTINGENCIES: 10% \$301,500.00

TOTAL CONSTRUCTION COSTS: \$3,316,079.80

LOT COUNT:	227	COST / LOT:	\$14,700
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	0.00	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	0.00	COST / GROSS ACRE:	-

Exhibit F
HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) for the Crystal Park Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following notices. Administrator shall monitor the enforcement of the following minimum requirements:

1. Require builders to include notice of the PID in accordance with Section 5.014 of the Texas Property Code.
2. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
3. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
4. Notify builders who estimate monthly ownership costs of the requirement that they must disclose Assessments separately with estimated property taxes.
5. Notify Settlement Companies through the builders that they are required to include Assessments on HUD 1 forms and include separately with total estimated taxes for the purpose of setting up tax escrows.
6. Include notice of the PID in the homeowner association documents in conspicuous bold font.
7. The City will include announcements of the PID on the City’s web site.
8. The disclosure program shall be monitored by the homebuilders and the Administrator.

0 400 800
FEET



LEGEND

- 15" SEWER
- EXISTING 30" SEWER

F.M. 455

EXISTING 30" SEWER
HURRICANE CREEK
REGIONAL TRUNK
SEWER PROJECT D

15" SEWER

F.M. 455

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
WEST HALF SECTION
90' ROW

US 75

EAST-WEST MINOR COLLECTOR
FULL SECTION
60' ROW

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
FULL SECTION
90' ROW

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
WEST HALF SECTION
90' ROW

US 75

15" SEWER

SEE EXHIBIT J
FOR OFFSITE
15" SEWER

EAST-WEST CONNECTOR
NORTH HALF SECTION
120' ROW

NORTH-SOUTH MINOR COLLECTOR
FULL SECTION
60' ROW

NOTES:

1. ALL RESIDENTIAL LOTS SHALL BE SERVICED BY 8" SANITARY SEWER PIPE UNLESS OTHERWISE NOTED.

EXHIBIT G

SEWER IMPROVEMENTS
NOVEMBER 2021
CRYSTAL PARK

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710

FRN - F-1386



0 400 800
FEET



LEGEND

- 12" WATER
- EXISTING 8" WATER
- EXISTING 12" WATER

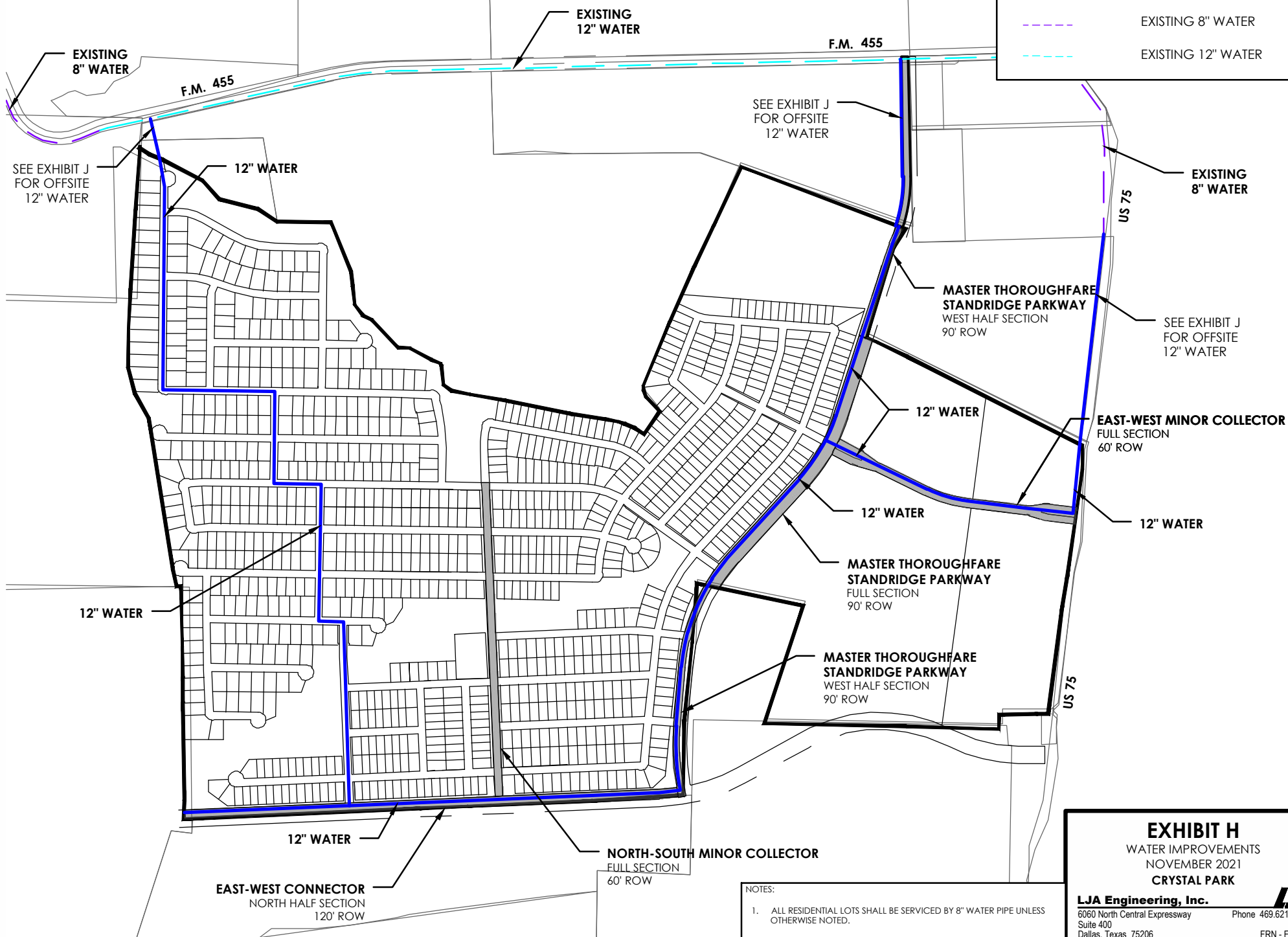


EXHIBIT H

WATER IMPROVEMENTS
NOVEMBER 2021
CRYSTAL PARK

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710

FRN - F-1386

0 400 800
FEET



LEGEND

	60' ROW
	90' ROW
	90' ROW (HALF SECTION)
	120' ROW (HALF SECTION)

F.M. 455

F.M. 455

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
WEST HALF SECTION
90' ROW

SEE EXHIBIT J FOR OFFSITE
PAVEMENT

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
WEST HALF SECTION
90' ROW

US 75

EAST-WEST MINOR COLLECTOR
FULL SECTION
60' ROW

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
FULL SECTION
90' ROW

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
WEST HALF SECTION
90' ROW

US 75

EAST-WEST CONNECTOR
BY OTHERS

NORTH-SOUTH MINOR COLLECTOR
FULL SECTION
60' ROW

EAST-WEST CONNECTOR
NORTH HALF SECTION
120' ROW

NOTES:

1. ALL RESIDENTIAL STREETS SHALL BE 50' ROW UNLESS OTHERWISE NOTED.
2. CITY OF ANNA WILL BE RESPONSIBLE FOR ACQUIRING ALL ROW AND EASEMENTS NECESSARY TO CONSTRUCT ALL IMPROVEMENTS OUTSIDE OF PID BOUNDARY.

EXHIBIT I

ROADWAY/DRAINAGE IMPROVEMENTS
NOVEMBER 2021
CRYSTAL PARK

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

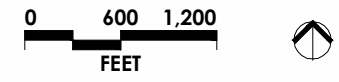
Phone 469.621.0710

FRN - F-1386



LEGEND

- 15" SEWER
- - - EXISTING 30" SEWER
- 12" WATER
- - - EXISTING 8" WATER
- - - EXISTING 12" WATER
-  90' ROW (HALF SECTION)
-  TXDOT DECELERATION LANE



EXISTING 30" SEWER
HURRICANE CREEK
REGIONAL TRUNK
SEWER PROJECT D

15" SEWER

EXISTING
8" WATER

F.M. 455

12" WATER

EXISTING
12" WATER

F.M. 455

12" WATER

MASTER THOROUGHFARE
STANDRIDGE PARKWAY
WEST HALF SECTION
90' ROW

EXISTING
8" WATER

US 75

12" WATER

TXDOT
DECELERATION LANE

US 75

NOTES:

1. CITY OF ANNA WILL BE RESPONSIBLE FOR ACQUIRING ALL ROW AND EASEMENTS NECESSARY TO CONSTRUCT ALL IMPROVEMENTS OUTSIDE OF PID BOUNDARY.

EXHIBIT J

OFF-SITE IMPROVEMENTS
NOVEMBER 2021
CRYSTAL PARK

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206



Phone 469.621.0710

FRN - F-1386

Exhibit L
Depiction of Amenities





Exhibit M
PID Financial Summary

City of Anna, Texas
Crystal Park Public Improvement District
PROPOSED DEVELOPMENT PLAN

DRAFT for discussion purposes only

TOTAL CRYSTAL PARK IMPROVEMENT DISTRICT					
Category	No. of Units	<i>Expected</i>	<i>Expected</i>	<i>Expected</i>	<i>Expected</i>
		Finished Lot	Build Out	PID (SF Parcels)	PID (SF Parcels)
		Unit Value	Unit Value	Finished	Build Out
				Lots Value	Value
SF 50'	419	\$ 87,500	\$ 375,000	\$ 36,662,500	\$ 157,125,000
SF 60'	306	105,000	425,000	32,130,000	130,050,000
SF 70'	149	122,500	500,000	18,252,500	74,500,000
SF 80'	95	140,000	600,000	13,300,000	57,000,000
	<u>969</u>			<u>\$ 100,345,000</u>	<u>\$ 418,675,000</u>

Single Family Unit Weighted Average..... \$103,555 \$432,069

Notes:

Information provided by the Developer on 11/22/21. Subject to change.
Public Improvement District does NOT include the Commercial Tract.

City of Anna, Texas
Crystal Park Public Improvement District
PROJECT DEBT CAPACITY SUMMARY

DRAFT for discussion purposes only

	TOTAL SF RESIDENTIAL PID BONDS
SOURCES OF FUNDS	
<i>Estimated</i> Par Amount of Bonds	\$ 44,260,000
Total Sources of Funds	\$ 44,260,000
USES OF FUNDS	
Project Fund (Bond Proceeds PID Projects)	\$ 37,197,600
Capitalized Interest Fund ⁽¹⁾	-
Debt Service Reserve Fund ⁽²⁾	2,636,400
Financing Costs & Admin Fees ⁽³⁾	4,426,000
Total Uses of Funds	\$ 44,260,000
 <i>Expected</i> Value-to-Lien per Parcel at Bond Issuance ⁽⁴⁾	 2.27x
 Assumed Bond Interest Rate ⁽⁵⁾	 4.00%
 Average Annual Installment as Tax Rate Equivalent	 \$0.6899
 Term of Bonds	 30 years
 Number of Benefited Units	 969
 PID Assessment per Benefited Unit	 \$45,676
 Project Funds per Benefited Unit	 \$38,388
 City PID Fee per SF Unit ⁽⁶⁾	 (\$3,400)
 Net Project Funds per Benefited Unit	 \$34,988

Notes:

- (1) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated through bond proceeds.
- (2) Assumes to be the maximum annual debt service payment. Not to exceed maximum annual debt service payment, 125% of average annual debt service payment or 10% of bond proceeds.
- (3) Assumed to be 10% of par amount for illustration and discussion purposes only. Subject to change.
- (4) Assumes no appraisal discounts for illustration purposes only. Subject to change.
- (5) For discussion and illustration purposes only, subject to change.
- (6) \$3,400 PID Fee per benefited unit as per Development Agreement; total of \$3,294,600.

City of Anna, Texas
Crystal Park Public Improvement District
PROJECTED TAX STATEMENT

DRAFT for discussion purposes only

Projected Tax Statement

	2021 Tax Rate	Tax Levy on \$375,000 50' Home	Tax Levy on \$425,000 60' Home	Tax Levy on \$500,000 70' Home	Tax Levy on \$600,000 80' Home
City of Anna	\$ 0.5695	\$ 2,135.63	\$ 2,420.38	\$ 2,847.50	\$ 3,417.00
Collin County	0.1681	630.33	714.37	840.44	1,008.52
Collin County Community College District	0.0812	304.58	345.19	406.11	487.33
Anna Independent School District	1.4603	5,476.13	6,206.28	7,301.50	8,761.80
Total Tax Rate	\$ 2.2791	\$ 8,546.66	\$ 9,686.21	\$ 11,395.55	\$ 13,674.65
 Avg. Annual Installment as a Tax Rate Equivalent/Levy⁽¹⁾	 \$ 0.6899	 \$ 2,587.08	 \$ 2,932.03	 \$ 3,449.44	 \$ 4,139.33
 Total Overlapping Tax Rate Equivalent/Levy plus Special Assessment	 \$ 2.9690	 \$ 11,133.74	 \$ 12,618.24	 \$ 14,844.99	 \$ 17,813.99

(1) Inclusive of principal, interest, additonal interest and admin levies. Targeted Avg. Annual Installment as Tax Rate Equivalent/Levy \$0.69 per \$100.

City of Anna, Texas
Crystal Park Public Improvement District
PID BONDS DEBT CAPACITY

DRAFT for discussion purposes only

Bond Year	PID Bonds			Administrative Levy ⁽³⁾	TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Principal	Interest ⁽¹⁾	Additional Interest Levy ⁽²⁾			
1	\$ 762,000	\$ 1,770,400	\$ 221,300	\$ 135,000	\$ 2,888,700	\$ 0.6900
2	793,000	1,739,920	217,490	137,700	2,888,110	0.6898
3	826,000	1,708,200	213,525	140,454	2,888,179	0.6898
4	861,000	1,675,160	209,395	143,263	2,888,818	0.6900
5	896,000	1,640,720	205,090	146,128	2,887,938	0.6898
6	934,000	1,604,880	200,610	149,051	2,888,541	0.6899
7	973,000	1,567,520	195,940	152,032	2,888,492	0.6899
8	1,014,000	1,528,600	191,075	155,073	2,888,748	0.6900
9	1,056,000	1,488,040	186,005	158,174	2,888,219	0.6898
10	1,100,000	1,445,800	180,725	161,337	2,887,862	0.6898
11	1,147,000	1,401,800	175,225	164,564	2,888,589	0.6899
12	1,195,000	1,355,920	169,490	167,856	2,888,266	0.6899
13	1,245,000	1,308,120	163,515	171,213	2,887,848	0.6898
14	1,298,000	1,258,320	157,290	174,637	2,888,247	0.6899
15	1,353,000	1,206,400	150,800	178,130	2,888,330	0.6899
16	1,410,000	1,152,280	144,035	181,692	2,888,007	0.6898
17	1,470,000	1,095,880	136,985	185,326	2,888,191	0.6898
18	1,533,000	1,037,080	129,635	189,033	2,888,748	0.6900
19	1,598,000	975,760	121,970	192,813	2,888,543	0.6899
20	1,666,000	911,840	113,980	196,670	2,888,490	0.6899
21	1,737,000	845,200	105,650	200,603	2,888,453	0.6899
22	1,811,000	775,720	96,965	204,615	2,888,300	0.6899
23	1,888,000	703,280	87,910	208,707	2,887,897	0.6898
24	1,969,000	627,760	78,470	212,881	2,888,111	0.6898
25	2,054,000	549,000	68,625	217,139	2,888,764	0.6900
26	2,142,000	466,840	58,355	221,482	2,888,677	0.6900
27	2,234,000	381,160	47,645	225,911	2,888,716	0.6900
28	2,330,000	291,800	36,475	230,430	2,888,705	0.6900
29	2,430,000	198,600	24,825	235,038	2,888,463	0.6899
30	2,535,000	101,400	12,675	239,739	2,888,814	0.6900
	\$ 44,260,000	\$ 32,813,400	\$ 4,101,675	\$ 5,476,691	\$ 86,651,766	

(1) Assumes an interest rate of 4.00% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID Administrator. Assumes administrative expenses for three improvement areas.

City of Anna, Texas
 Crystal Park Public Improvement District
 PROJECT IMPACT ON THE CITY (AD VALOREM PROPERTY TAXES)

DRAFT for discussion purposes only

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	At 2021 Rate City Taxes Generated per Unit	At 2021 Rate City Taxes Generated at Build Out
Proposed Single Family Homes	969	\$432,069	\$418,675,000	\$2,461	\$2,384,354
	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	Proposed Average PID Assessment Annual Installment per Unit	Proposed Average PID Assessment Annual Installment at Build Out
Proposed Single Family Homes	969	\$432,069	\$418,675,000	\$2,981	\$2,888,392



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to rezone 0.4± acre located on the west side of N. Riggins Street, 671± feet north of Anthony Street from Single-Family Residence-1 (SF-1) to Planned Development-Single-Family Residence – Townhome (PD-SF-TH) to allow for the use of Townhomes. (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the Salida Del Sol, Block A, Lot 1, Concept Plan.

SUMMARY:

The applicant is requesting to rezone the subject property in order to make several amendments to the SF-TH Townhome District (SF-TH) zoning district. The SF-TH district is intended to provide for a medium density residential environment of attached townhome units.

Surrounding Land Use and Zoning

The area of the request is currently developed as a single-family residence, detached neighborhood. The surrounding zoning is Single-Family Residential District - 1 (SF-1). The SF-1 zoning is designed to accommodate the standard single-family residential development. The typical lot size within this neighborhood is 7,500 square feet which is larger than most existing/proposed single-family residential subdivisions. The properties to the north, south, and west are developed as single-family residences detached and to the east, across N. Riggins Street is the DART rail line.

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 “Intown Residential”

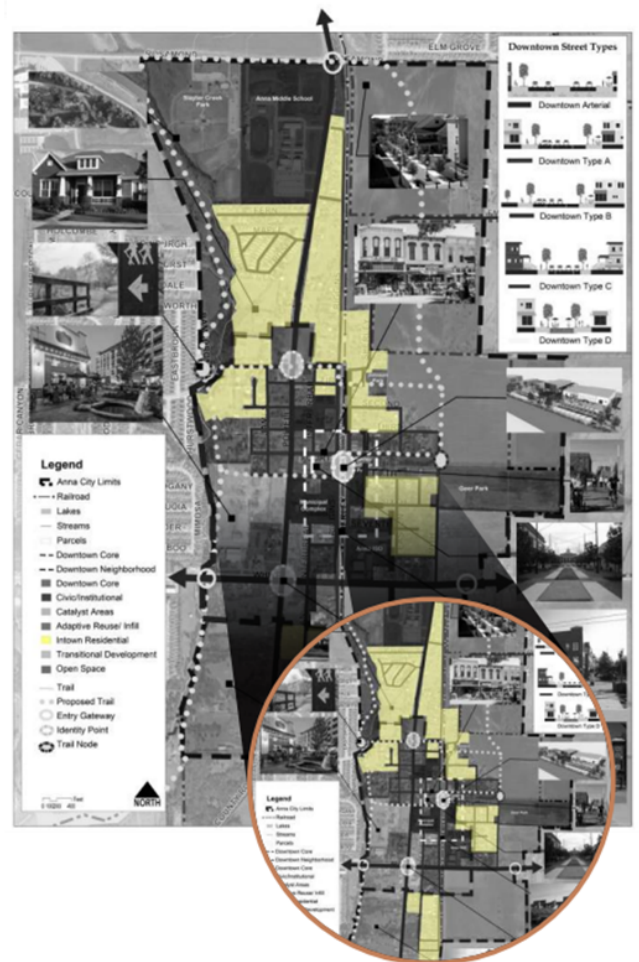
Intown Residential

Downtown Anna contains several pockets of historic residential fabric that surround the Downtown Core, defining the character of this area and supporting it as a unique and diverse district. As the community grows over time, reinvestment in the Intown Residential areas will remain essential in maintaining and elevating the quality of each neighborhood. These areas, along with surrounding undeveloped parcels, can provide the critical residential base necessary to support the businesses envisioned for Downtown. Additionally, there is an opportunity to provide a wide range of more urban housing products that could accommodate people at all stages of their lives. Future land use decisions in this area should emphasize sound neighborhood placemaking principles, such as walkable streets and amenitized open spaces, to reinforce civic life and allow neighbors to maintain connections throughout their community.

The following primary building types are appropriate in Intown Residential (Detached residential):



The following secondary building types are appropriate in Intown Residential (Churches, Civic Structures, Accessory Structures, Open Spaces):



Townhomes (although not listed as a primary building type) are shown in the illustrations as appropriate primary building types. The requested PD language would allow for an urban style of development within $\frac{3}{4}$ mile of the heart of the Downtown Core as identified in the Anna 2050 Downtown Master Plan. The proposed land use is consistent with the Master Plan due to providing the critical residential base necessary to support businesses envisioned for Downtown and providing for a more urban housing product that could accommodate people at all stages of their lives.

Proposed Planned Development Stipulations

The applicant's proposed PD stipulations are as follows: Townhouse dwellings are subject to the following additional standards

1. Minimum Lot Width (feet): 15

2. Minimum Lot Depth (feet): 95
3. Side Yard, Interior (feet): 10
4. Min. Lot area/size (feet): 1,888 per unit
5. Rear Entry provision (removed)
6. Residential off-street parking 10' min. driveway width
7. Min. Landscape requirements
8. Min landscaping location to nearest overhead utility line (25' or greater)
 - a. Tree planting in front yard (1 tree per townhome)
 - b. Tree Replacement

Attached, Exhibit 1, is the applicants' proposed justification associated with the modified standards request.

ISSUES:

The purpose of a Planned Development is to permit flexibility in situations where modification is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community.

The city's zoning regulations were adopted to promote health, safety, morals, and general welfare of the community. They're made in accordance with the spirit of the comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare, to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. These regulations are made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

While the proposed SF-TH land use is supported by the Downtown Master Plan, planning staff is not supportive of two (2) variations to the SF-TH area regulations and one (1) City of Anna Design Standards regulations associated with minimum driveway width.

- a) minimum lot area:
 - 2,700 per unit - adopted standard.
 - 1,888 per unit - proposed standard.
- b) minimum lot width
 - 20 feet per unit plus side yard requirements - adopted standard.
 - 15 feet per unit plus side yard requirements - proposed standard.
- c) Residential driveway
 - shall be not less than eleven (11) feet at the property line.
 - shall be not less than ten (10) feet at the property line.

When considering any/all planned development zoning requests City officials need to identify what benefits the particular request brings to the city as well as benefits to the surrounding area/neighborhoods. If the requested zoning was to meet the minimum lot area, minimum lot width, and driveway width requirements the applicant would be allowed to construct a 5-unit townhome structure.

Planning staff sees no benefit to the city or surrounding neighborhood in varying any of the three requirements listed above. The applicants general statement citing the reason for the reduced lot area and lot width provides no justification behind the variance request:

"The variance will allow for units to be developed on this site which complement the Anna 2050 Downtown Master Plan; specifically, Intown Residential"

RECOMMENDATION:

The Planning and Zoning Commission unanimously recommended denial of the zoning request.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for denial

ATTACHMENTS:

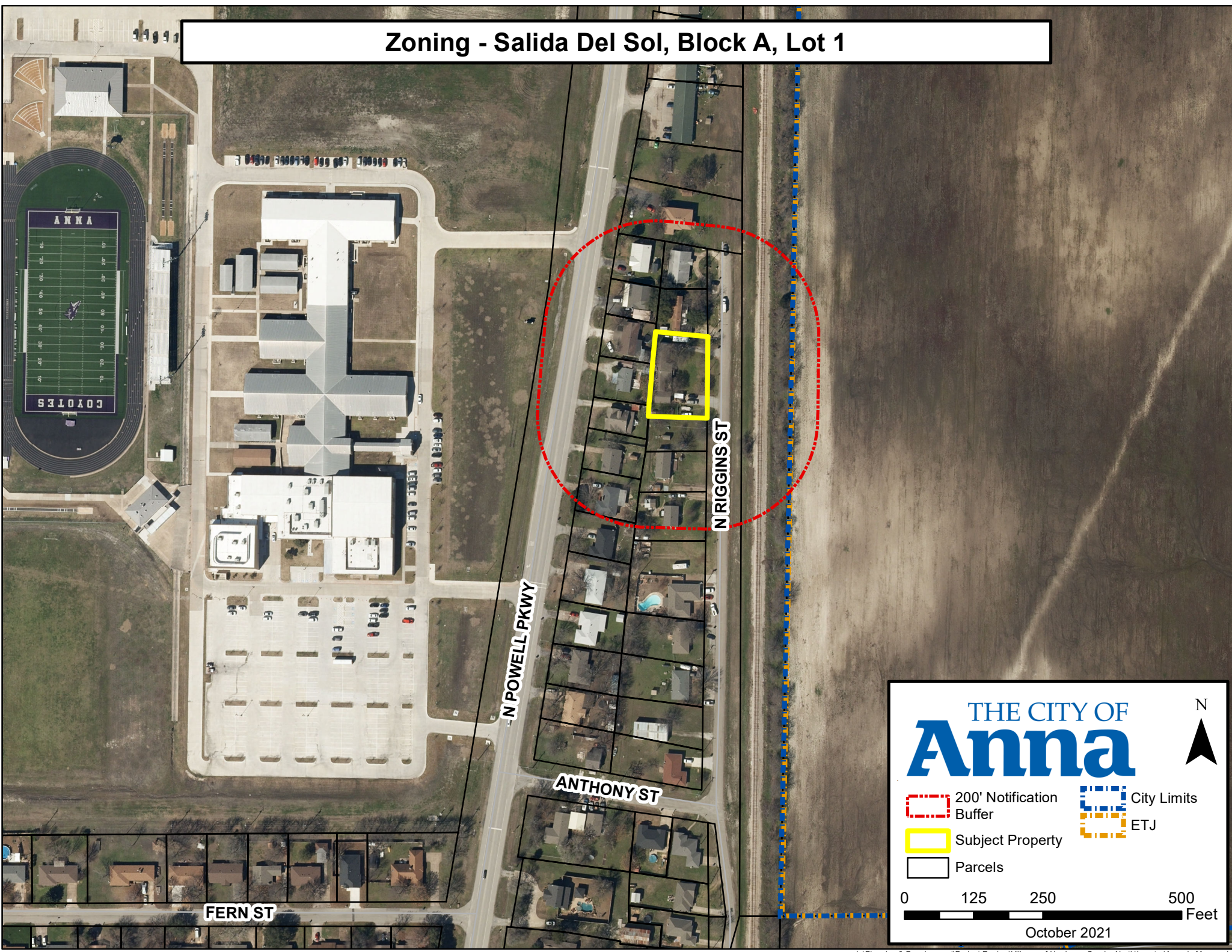
1. Locator & Zoning Map
2. PZ - STAFF REPORT (REZONING) Salida Del Sol
3. Exhibit 1 - PD (Salida Del Sol)
4. Exhibit 2 CP (Salida Del Sol, BI A, Lt 1)
5. Responses
6. PZ - STAFF REPORT (CP) Salida Del Sol, BI A, Lt 1

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

Zoning - Salida Del Sol, Block A, Lot 1



THE CITY OF

Anna

200' Notification Buffer

Subject Property

Parcels

City Limits

ETJ

0 125 250 500 Feet

October 2021

CITY OF ANNA
PLANNING & ZONING COMMISSION

November 1, 2021

Public Hearing: Zoning – PD-SF-TH (Salida Del Sol)

Applicant: DSH Construction LLC

DESCRIPTION:

Request to rezone 0.4± acre located on the west side of N. Riggins Street, 671± feet north of Anthony Street from Single-Family Residence-1 (SF-1) to Planned Development-Single-Family Residence – Townhome (PD-SF-TH) to modify development standards related to townhouse units.

REMARKS:

The applicant is requesting to rezone the subject property in order to make several amendments to the SF-TH Townhome District (SF-TH) zoning district. The SF-TH district is intended to provide for a medium density residential environment of attached townhome units.

The requested zoning is Planned Development-SF-TH Townhome District (PD-SF-TH). A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A Concept Plan, Salida Del Sol, Block A, Lot 1, accompanies this rezoning request.

Surrounding Land Use and Zoning

The area of the request is currently developed as a single-family residence, detached neighborhood. The surrounding zoning is Single-Family Residential District - 1 (SF-1). The SF-1 zoning is designed to accommodate the standard single-family residential development. The typical lot size within this neighborhood is 7,500 square feet which is

larger than most existing/proposed single-family residential subdivisions. The properties to the north, south, and west are developed as single-family residences detached and to the east, across N. Riggins Street is the DART rail line.

Proposed Planned Development Stipulations

The purpose for the request is to modify development standards of the SF-TH zoning district. **The applicant's proposed PD stipulations are as follows:**

Restrictions:

The permitted uses and standards shall be in conformance with the SF- TH Townhome District (SF-TH) unless otherwise specified herein.

Townhouse dwellings are subject to the following additional standards

1. Minimum Lot Width (feet): 15
2. Minimum Lot Depth (feet): 95
3. Side Yard, Interior (feet): 10
4. Min. Lot area/size (feet): 1,888 per unit
5. Rear Entry provision (removed)
6. Residential off-street parking 10' min. driveway width
7. Min. Landscape requirements
 - a. Min landscaping location to nearest overhead utility line (25' or greater)
 - b. Tree planting in front yard (1 tree per townhome)
8. Tree Replacement

Attached, Exhibit 1, is the applicants proposed justification associated with the modified standards request.

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 “Intown Residential”

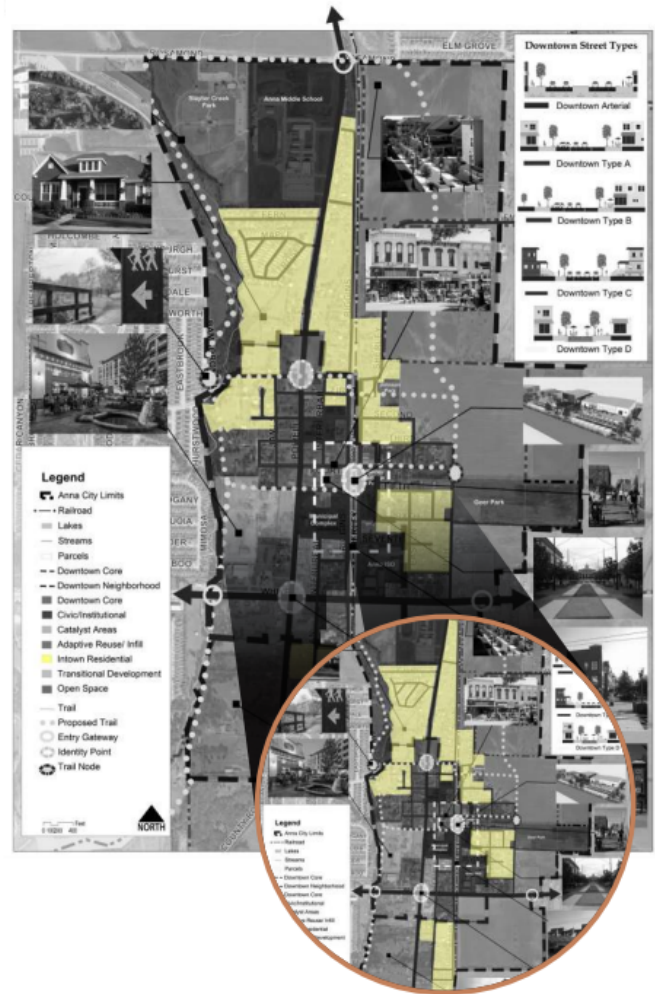
Intown Residential

Downtown Anna contains several pockets of historic residential fabric that surround the Downtown Core, defining the character of this area and supporting it as a unique and diverse district. As the community grows over time, reinvestment in the Intown Residential areas will remain essential in maintaining and elevating the quality of each neighborhood. These areas, along with surrounding undeveloped parcels, can provide the critical residential base necessary to support the businesses envisioned for Downtown. Additionally, there is an opportunity to provide a wide range of more urban housing products that could accommodate people at all stages of their lives. Future land use decisions in this area should emphasize sound neighborhood placemaking principles, such as walkable streets and amenitized open spaces, to reinforce civic life and allow neighbors to maintain connections throughout their community.

The following primary building types are appropriate in Intown Residential (Detached residential):



The following secondary building types are appropriate in Intown Residential (Churches, Civic Structures, Accessory Structures, Open Spaces):



Townhomes (although not listed as a primary building type) are shown in the illustrations as appropriate primary building types. The requested PD language would allow for an urban style of development within $\frac{3}{4}$ mile of the heart of the Downtown Core as identified in the Anna 2050 Downtown Master Plan. The proposed *land use* is consistent with the Master Plan due to providing the critical residential base necessary to support businesses envisioned for Downtown and providing for a more urban housing product that could accommodate people at all stages of their lives.

Anna Vision 2036

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

City of Anna Goals for 2026

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

ISSUES:

As mentioned previously the purpose of a Planned Development is to permit flexibility in situations where modification is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community.

The city's zoning regulations were adopted to promote health, safety, morals, and general welfare of the community. They're made in accordance with the spirit of the comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare, to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; [and] to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. These regulations are made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

While the proposed SF-TH land use is supported by the Downtown Master Plan, planning staff is not supportive of two (2) variations to the SF-TH area regulations and one (1) City of Anna Design Standards regulations associated with minimum driveway width.

- a) minimum lot area (2,700 per unit).

- b) minimum lot width (20 feet per unit plus side yard requirements).
- c) Residential driveway to serve two car garages shall be not less than eleven (11) feet nor more than twenty (20) feet in width at the property line.

When considering any/all planned development zoning requests City officials need to identify what benefits the particular request brings to the city as well as benefits to the surrounding area/neighborhoods. If the requested zoning was to meet the minimum lot area, minimum lot width, and driveway width requirements the applicant would be allowed to construct a 5-unit townhome structure.

Planning staff sees no benefit to the city or surrounding neighborhood in varying any of the three requirements listed above. The applicants general statement citing the reason for the reduced lot area and lot width provides no justification behind the variance request:

The variance will allow for units to be developed on this site which complement the Anna 2050 Downtown Master Plan; specifically, Intown Residential

SUMMARY:

Request to rezone 0.4± acre from Single-Family Residence-1 (SF-1) to Planned Development-Single-Family Residence – Townhome (PD-SF-TH) to modify development standards related to townhouse units.

RECOMMENDATION:

Recommended for denial as proposed.

Salida Del Sol

Requested Variances or Relief from SF-TH Regulations:

Side yard, interior (feet): Interior side yard is defined as 14' between end of buildings, not as setbacks off property lines. The adjacent properties are zoned SF-1 which have interior side yards defined as 5 feet or 10% of the lot width, whichever is greater. Based on the site layout, the building setbacks for this project are 10' off the southern property line and 17.71' off the northern property line. The layout for this project will allow for units to be developed on this site which complement the ***Anna 2050 Downtown Master Plan***; specifically, Intown Residential. This project is within the identified "Intown residential" area.

Lot area (feet): Appendix 1 shows zoning MF-TH to have a lot area of 2,700 sf per unit.

Salida Del Sol calculates at 1,888 sf per unit. This project is a three-story structure under the 35' maximum height and the building covers 40% of the lot.

Salida Del Sol calculates at 23 units per gross acre; however, only 8 units are proposed for this project. Each unit will be sprinklered for fire protection with two (2) points of entry and exit for safety. The variance for lot size will allow for units to be developed on this site which complement the ***Anna 2050 Downtown Master Plan***; specifically, Intown Residential (ref. page 21). This project is within the identified "Intown residential" area.

Minimum lot depth (feet): Appendix 1 shows zoning MF-TH to have a minimum lot depth of 160 feet.

Salida Del Sol has a minimum lot depth of 95.38' and the proposed project is within the front and rear setbacks. The variance for minimum lot depth will allow for a project to be developed on this site which complements the ***Anna 2050 Downtown Master Plan***; specifically, Intown Residential (ref. page 21). This project is within the identified "Intown residential" area.

Sec. 9.04.015(d)(2), SF-TH Townhome District (Height & Area Requirements; Lot Area): This section specifies minimum lot sizes for townhouses shall be 2,700 square feet per dwelling unit.

Salida Del Sol calculates at 1,888 sf per unit. This project is a three-story structure under the 35' maximum height and the building covers 40% of the lot. The variance for minimum lot size per dwelling unit will allow for units to be developed on this site which complement the ***Anna 2050 Downtown Master Plan***; specifically, Intown Residential. This project is within the identified "Intown residential" area.

Sec. 9.04.015(d)(3), SF-TH Townhome District (Height & Area Requirements; Lot Width): This section specifies minimum lot width shall be not less than 20 feet per ground floor unit plus side yard requirements. (8 units x 20'/unit = 160 feet + side yard requirements).

Salida Del Sol has a front yard frontage of 148.45' at the 20' front building line and 147.23' at the front property line on the ROW. This project calculates at 15 feet per ground floor unit plus side yards of 10' and 17.71'. The variance for lot width per ground dwelling unit will allow for units to be developed on this site which complement the ***Anna 2050 Downtown Master Plan***; specifically, Intown Residential. This project is within the identified "Intown residential" area.

Sec. 9.04.015(g)(1), SF-TH Townhome District (Miscellaneous provisions, rear entry off-street parking): This section specifies rear entry off-street parking shall be provided.

Salida Del Sol has a wide shallow lot and to provide rear entry parking does not complement the

adjacent single-family residents to the rear. The present site layout respects the vegetative green space all the properties in this area share at the rear of their lots. The variance for rear entry off-street parking will allow for units to be developed on this site which complement the adjacent zoning and properties as there is not an alley way along the rear property lines in this neighborhood.

Sec. 9.06.006(a)(5), LANDSCAPE REGULATIONS (Minimum landscaping requirements; General, horizontal location to nearest overhead utility line): This section specifies no trees with a maximum mature height of 25 feet or greater may be planted within 25 feet measured horizontally from the nearest overhead utility line.

Salida Del Sol is a shallow lot of 95.38' depth. There are overhead utility lines along the front and rear of the lot. The variance for horizontal spacing from overhead utility lines will allow for this project to plant trees within the 20' front yard setback.

Sec. 9.06.006(d)(2), LANDSCAPE REGULATIONS (Single-family and duplex lots; Tree planting in front yard): This section specifies 1 tree per townhome and that one tree shall be planted in the front yard.

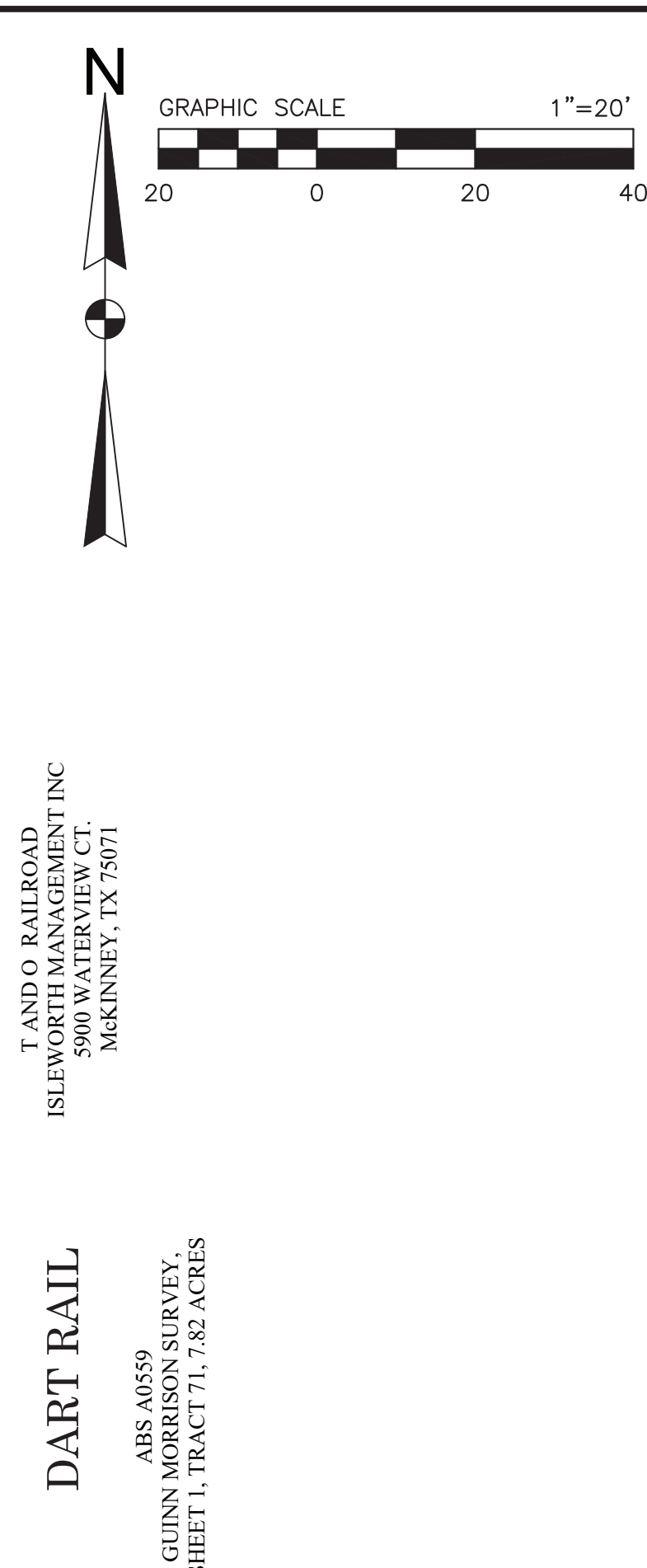
Salida Del Sol is a shallow lot of 95.38' depth and width of 147.23 feet at the front ROW. There are overhead utility lines along the front and rear of the lot. The variance for requirement of one tree per unit in the front yard will allow for this development to provide six (6) new large trees located in the front yard within the green space between driveways as the units are front entry garage. There is an existing 12" tree near the rear property line to remain and count as credit for a total of 1 tree per townhome.

Sec. 9.07.011(I), TREE PRESERVATION (Standards; Tree Replacement): This section specifies in the event that it is necessary to remove trees three caliper inches or greater subject to this article, the developer or lot owner, as a condition to issuance of a tree removal permit, may be required to replace the tree(s) being removed with replacement trees comparable to other trees within the site.

Salida Del Sol has seven (7) existing trees that vary in size from 10" to 26". Six (6) trees are marked for removal for a total of 95" (DBH). This replacement would equate to 32 large 3" trees. Four (4) of the trees to be removed total 54" (DBH) and are within 0' to 6' of overhead power lines. Two (2) trees, 41" (DBH) to be removed are within the building setback limits. One (1) existing 12" (DBH) tree is to be preserved. Proposed landscaping includes six (6) new large trees 3" (DBH). The variance for tree replacement will allow for this project to plant six new trees across the front of the property and allow the rear yard to be open for outdoor activities within the 25' rear setback which too has an overhead power line along the property line.

2.14 Driveways: This section states residential driveways to serve two car garages shall be not less than eleven (11) feet nor more than twenty (20) feet in width at the property line.

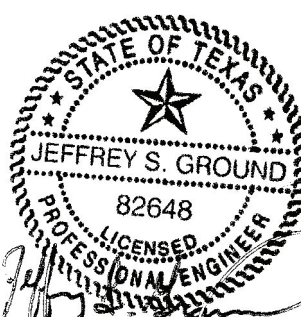
For this front entry townhome project, each unit is 15' wide with a single car overhead garage door. The proposed minimum driveway width is 10'. Shared driveways are 20' wide and the spacing between driveway is 10'. The curb returns have a 5' radius. The variance for driveway width will allow for units to be developed on this site which complement the **Anna 2050 Downtown Master Plan**; specifically, Intown Residential (ref. page 21). This project is within the identified "Intown residential" area.



CITY APPROVAL STAMPS				
NO.	DATE	REVISIONS		APP.
CONCEPT PLAN SALIDA DEL SOL BLOCK A, LOT 1				
Gwynn Morrison Survey, Abstract No. 5589 Part of Lots 10, 11 & 14; (15,110 SF) 75 NORTH ADDITION, COLLIN CO. 				
J. S. Ground Engineering, LLC 4108 Dundee Court (817) 320-5330 ph. Colleyville, Texas 76034 jsg@jsgroundengineering.com Firm Registration No. F-1276				
SCALE:		DGN. BY:	<u>JSG</u>	
DATE: OCTOBER 25, 2021		DWN. BY:	<u>WJW</u>	
JSGE NO. _____		DWG. NO.	_____	
SHEET NO. C1				

10-25-21

[Signature]



ENGINEER

J. S. Ground Engineering, LLC
4108 Dundee Court
Colleyville, Texas 76034
Firm Registration No. F-1276
Jeff Ground, PE, CFM (817) 320-5330
jsg@jsgroundengineering.com

BUILDER/OWNER

DSH CONSTRUCTION LLC
208 South Johnson, Suite 315
McKinney, TX 75069
Derek Humphreys (903) 357-3286
derek@dsbuild.com

SHEET NO.

C1

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Isidro Padron
Name (Please Print)

Isidro Padron
Signature

1318 N. Powell Parkway Anna TX 75409
Address

10-26-2021
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response

CITY OF ANNA
PLANNING & ZONING COMMISSION

November 1, 2021

Concept Plan: Salida Del Sol, Block A, Lot 1

Applicant: J.S. Ground Engineering, LLC

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding the Salida Del Sol, Block A, Lot 1, Concept Plan.

SUMMARY:

Single-family townhome residences on 0.4± acre located on the west side of N. Riggins Street, 671± feet north of Anthony Street. Proposed zoning Planned Development-Single-Family Residence - Townhome (PD-SF-TH) with modified development standards.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the future single-family townhome development and related site improvements.

RECOMMENDATION:

Recommended for denial due to staff's recommendation on the associated zoning case.

ATTACHMENTS:

Exhibit



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to amend the zoning on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive, in order to amend existing multifamily residence development standards . Zoned: Planned Development-General Commercial/Multiple Family - High Density (PD-C-2/MF-2) (Ord. No. 648-2014). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Concept Plan.

C) Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Preliminary Replat.

SUMMARY:

The use of multiple-family residences is currently permitted by-right on the property however the existing Planned Development design standards were specific to a multifamily layout that was considered when the initial zoning request was approved in 2014. The applicant is requesting to amend the existing multiple-family zoning standards in order to allow for a layout that would support single-story, one- and two-bedroom unit buildings.

Proposed Planned Development Stipulations

The requested zoning is PD-MF-2. This Planned Development is to allow for multiple-family residence development constructed with single-story, one- and two-bedroom unit buildings.

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

The applicant is proposing:

- 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom

unit.

- 50% of required parking must be covered (Garage or Carport)
- Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.

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

The applicant is requesting to allow

- An 8' masonry fence within the front yard setback but no closer than 20 feet of an abutting public street right-of-way;
- Minimum 6' iron fencing along the eastern property line which is city-owned land; and

Fences for individual units within the front yard setback adjacent to Throckmorton Boulevard

Refuse Facilities – The Zoning Ordinance requires every dwelling unit in a multifamily complex to be located within 250 feet of a refuse facility

- The applicant is requesting to increase that distance to 500 feet.

Summary

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

The Planning & Zoning Commission recommended approval

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

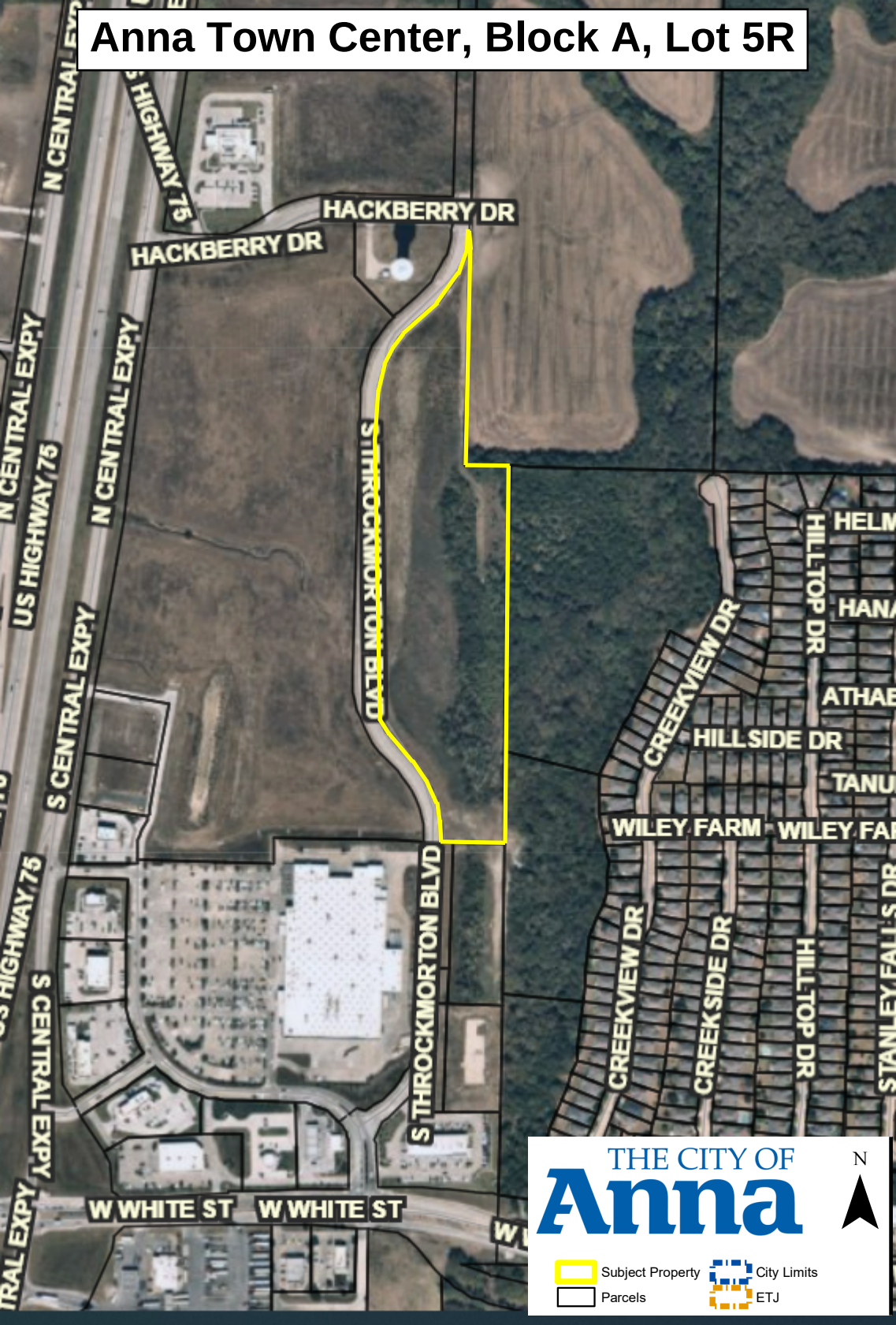
1. Locator
2. Ordinance - Anna Town Center, BL A, Lt 5 (PD-MF-2)
3. Exhibit A (Legal Description) Anna Town Center, BL A, Lt 5
4. Exhibit B - (CP) Anna Town Center, Block A, Lot 5
5. PZ - STAFF REPORT (Zoning) - Anna Town Center, BL A, Lt 5
6. CC Responses
7. Resolution - CP (Anna Town Center, BI A, Lt 5R)
8. Exhibit A (STAMPED) - (CP) Anna Town Center, Block A, Lot 5
9. RESOLUTION - (PR) Anna Town Center, BI A, Lt 5R
10. Exhibit A (STAMPED) - PR (Anna Town Center, BI A, Lt 5)

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

Anna Town Center, Block A, Lot 5R



THE CITY OF
Anna



 Subject Property
 Parcels

 City Limits
 ETJ

CITY OF ANNA, TEXAS
(Property zoned under this ordinance is generally located on the east side of
Throckmorton Boulevard, 38± feet south of Hackberry Drive)

ORDINANCE NO. _____

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

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested zoning amendment from Brian Bischoff / Q Seminole Anna Town Center, LP on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive was zoned by Ordinance No. 648-2014; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property described in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of a high-quality Multiple-Family Residences project.

2. Definitions.

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

3. Development Standards.

Development of the Property shall comply with the following development standards provided below. The site may be developed under:

Development Scenario A

Shall comply with Ordinance No. 648-2014 with the C-2/MF use for the subject site; or,

Development Scenario B

Shall comply with the City of Anna Zoning Ordinance utilizing "MF-2" Multiple-Family Residential – High Density base zoning with the concept plan and variances listed below.

1. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - a. Rear yard setback: 20 feet
 - b. Lot Depth: Average 120 feet
 - c. A building separation of ten (10) feet shall be provided between HML structures. Separation between accessory structures (garages & covered parking structures) shall be a minimum of 8 feet (face of building to face of building, not including eaves).
 - d. Parking:
 - i. 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
 - ii. Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.
 - iii. 50% of required parking must be covered (Garage or Carport)

e. Screening/Fencing:

- i. An 8' masonry fence may be constructed along the property line and within front yard setback but shall be located no closer than 20 feet to an abutting public street right-of-way.
- ii. Minimum 6' Iron fencing is permitted along the eastern property line.
- iii. Fences for individual units are permitted within the front yard setback adjacent to Throckmorton Boulevard but shall be located no closer than 20 feet to the abutting public street right-of-way.

f. Refuse facilities: Every dwelling unit shall be located within five hundred (500) feet of a refuse facility.

2. Tree Preservation Plan - Tree Survey:

The developer may elect to provide a tree inventory utilizing a sampling method for the site. The sampling may be 10% of the overall forested area. The sampling method will utilize 1/10th acre, circular plots, distributed across the forested areas, where trees are measured and recorded per the city tree preservation ordinance.

3. In the event of a conflict for between the provisions of these regulations and other exhibits to this ordinance, the provisions above control.

Section 3. **Official Zoning Map**

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

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

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and

provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 14th day of December 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit A
Legal Description of Property

BEING a tract of land situated in the F. T. Duffau Survey, Abstract No. 288 and the W. S. Ratton Survey, Abstract No. 752, City of Anna, Collin County, Texas, and being all of Block A, Lot 5 of Anna Town Center Addition, Block A, Lots 5-8, an Addition to the City of Anna, Texas, according to the final plat, recorded in Volume 2019, Page 776 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northernmost corner of said Block A, Lot 5, same being on the easterly right of way line of Throckmorton Boulevard, a 60' wide right of way, same also being on the westerly line of a called 51.195-acre tract of land, described in a deed to Two-J Partners, LLLP, as recorded in Instrument No. 2008050900056262500 of the Official Public Records of Collin County, Texas;

THENCE South 00°28'48" West, along the easterly line of said Block A, Lot 5 and the westerly line of said 51.195-acre tract, a distance of 793.34 feet to a wooden fence corner post found for the southwest corner of said 51.195-acre tract;

THENCE South 89°20'45" East, continuing along the easterly line of said Block A, Lot 5 and along the southerly line of said 51.195-acre tract, a distance of 165.07 feet to a 3/8-inch iron rod found for the northwest corner of Lot 3, Block G of Creekside Phase 3, an Addition to the City of Anna, Texas, according to the final plat recorded in Cabinet P, Page 623 of the Plat Records of Collin County, Texas;

THENCE South 00°13'51" West, continuing along the easterly line of said Block A, Lot 5 and along the westerly line of said Lot 3, Block G, passing the southwest corner of said Lot 3 and the northwest corner of Lot 2, Block G of Creekside Phase 2, an Addition to the City of Anna, Texas, according to the final plat recorded in Cabinet P, Page 60 of the Plat Records of Collin County, Texas, continuing for a distance of 1,248.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southeast corner of said Lot 5;

THENCE North 89°46'13" West, along the southerly line of said Block A, Lot 5, a distance of 215.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southerly, southwest corner of said Lot 5, same being on the easterly right of way line of aforesaid Throckmorton Boulevard, same being the beginning of a non-tangent curve to the left with a radius of 395.00 feet, a central angle of 48°31'41", and a chord bearing and distance of North 24°02'02" West, 324.64 feet;

THENCE in a northerly direction, along the westerly line of said Block A, Lot 5 and the easterly right of way line of said Throckmorton Boulevard, the following:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 334.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 285.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 00°34'48" East, a distance of 905.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a tangent curve to the right with a radius of 335.00 feet, a central angle of 46°57'45", and a chord bearing and distance of North 24°03'40" East, 266.96 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 274.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 47°32'33" East, a distance of 81.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 47°03'45", and a chord bearing and distance of North 24°00'40" East, 315.41 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 324.45 feet to a point for corner; to the **POINT OF BEGINNING** and containing 14.894 acres (648,794 square feet) of land, more or less.



CITY OF ANNA

PLANNING & ZONING COMMISSION

December 6, 2021

Public Hearing: Zoning – Anna Town Center, Block A, Lot 5

Applicant: Brian Bischoff / Q Seminole Anna Town Center, LP

DESCRIPTION:

Request to rezone 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive to amend multiple-family residence development standards associated with Planned Development-General Commercial/Multiple Family – High Density (PD-C-2/MF-2) (Ord. No. 648-2014).

REMARKS:

The use of multiple-family residences is currently permitted by-right on the property however the existing Planned Development design standards were specific to a multifamily layout that was considered when the initial zoning request was approved in 2014. The applicant is requesting to amend the existing multiple-family zoning standards in order to allow for a layout that would support single-story, one- and two-bedroom unit buildings.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

Surrounding Land Uses and Zoning

North	Undeveloped land zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 506-2010 and municipal property (water tower) zoned Planned Development-General Commercial (PD-C-2) Ord. No. 648-2014.
East	Undeveloped land zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 506-2010 and undeveloped park land zoned Planned Development-Residential (PD-R-1) Ord. No. 2001-10.
South	Undeveloped land zoned Planned Development-General Commercial (PD-C-2) Ord. No. 648-2014.

West	Undeveloped land zoned Planned Development-General Commercial (PD-C-2) Ord. No. 648-2014.
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Proposed Planned Development Stipulations

The requested zoning is PD-MF-2. This Planned Development is to allow for multiple-family residence development constructed with single-story, one- and two-bedroom unit buildings.

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

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

The applicant is proposing:

- 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
- 50% of required parking must be covered (Garage or Carport)
- Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.

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

The applicant is requesting to allow

- An 8' masonry fence within the front yard setback but no closer than 20 feet of an abutting public street right-of-way;
- Minimum 6' iron fencing along the eastern property line which is city-owned land; and

Fences for individual units within the front yard setback adjacent to Throckmorton Boulevard

Refuse Facilities – The Zoning Ordinance requires every dwelling unit in a multifamily complex to be located within 250 feet of a refuse facility

- The applicant is requesting to increase that distance to 500 feet.

SUMMARY:

Request to rezone 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive to amend multiple-family residence development standards associated with Planned Development-General Commercial/Multiple Family – High Density (PD-C-2/MF-2) (Ord. No. 648-2014).

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

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

Development of the Property shall comply with the following development standards provided below. The site may be developed under:

Development Scenario A

Shall comply with Ordinance No. 648-2014 with the C-2/MF use for the subject site; or,

Development Scenario B

Shall comply with the City of Anna Zoning Ordinance utilizing “MF-2” Multiple-Family Residential – High Density base zoning with the concept plan and variances listed below.

1. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - a. Rear yard setback: 20 feet
 - b. Lot Depth: Average 120 feet
 - c. A building separation of ten (10) feet shall be provided between HML structures. Separation between accessory structures (garages & covered parking structures) shall be a minimum of 8 feet (face of building to face of building, not including eaves).
 - d. Parking:

- i. 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
 - ii. Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.
 - iii. 50% of required parking must be covered (Garage or Carport)
- e. Screening/Fencing:
 - i. An 8' masonry fence may be constructed along the property line and within front yard setback but shall be located no closer than 20 feet to an abutting public street right-of-way.
 - ii. Minimum 6' Iron fencing is permitted along the eastern property line.
 - iii. Fences for individual units are permitted within the front yard setback adjacent to Throckmorton Boulevard but shall be located no closer than 20 feet to the abutting public street right-of-way.
- f. Refuse facilities: Every dwelling unit shall be located within five hundred (500) feet of a refuse facility.

2. Tree Preservation Plan - Tree Survey:

The developer may elect to provide a tree inventory utilizing a sampling method for the site. The sampling may be 10% of the overall forested area. The sampling method will utilize 1/10th acre, circular plots, distributed across the forested areas, where trees are measured and recorded per the city tree preservation ordinance.

3. In the event of a conflict for between the provisions of these regulations and other exhibits to this ordinance, the provisions above control.

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Brian Bischoff
Name (Please Print)

[Signature]
Signature

8111 Westchester Dr. Suite 800 Dallas TX 75225
Address

12/03/21
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response

From: [Brian Bischoff](#)
To: [Ross Altobelli](#); [Lauren Mecke](#)
Subject: Letter of Support - Zoning Change of Ord. 648-2014
Date: Friday, December 3, 2021 9:16:55 AM
Attachments: [Letter of Support - Anna Town Center.pdf](#)

Ross / Lauren

Good morning, I hope you both a wonderful Thanksgiving.

I'm reaching out to provide our support for the proposed zoning change of the existing planned development (Ord. # 648-2014) located on ~14.9 acres on the east side of Throckmorton Boulevard. The applicant is a highly regarded national developer who we believe will develop an incredible asset for the City of Anna while also complementing the mixed use nature of Anna Town Center.

Feel free to reach out with any questions or comments.

Thanks

Brian Bischoff
Chief Partners
O: (214) 884-3249
C: (214) 499-1410

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, CONCEPT PLAN

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

WHEREAS, Brian Bischoff / Q Seminole Anna Town Center, LP, has submitted an application for the approval of the Concept Plan for Anna Town Center, Block A, Lot 5R; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for Anna Town Center, Block A, Lot 5R attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, PRELIMINARY REPLAT.

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

WHEREAS, Brian Bischoff / Q Seminole Anna Town Center, LP, has submitted an application for approval of a Preliminary Replat of Anna Town Center, Block A, Lot 5R;

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 Preliminary Replat of Anna Town Center, Block A, Lot 5R hereto as Exhibit A.

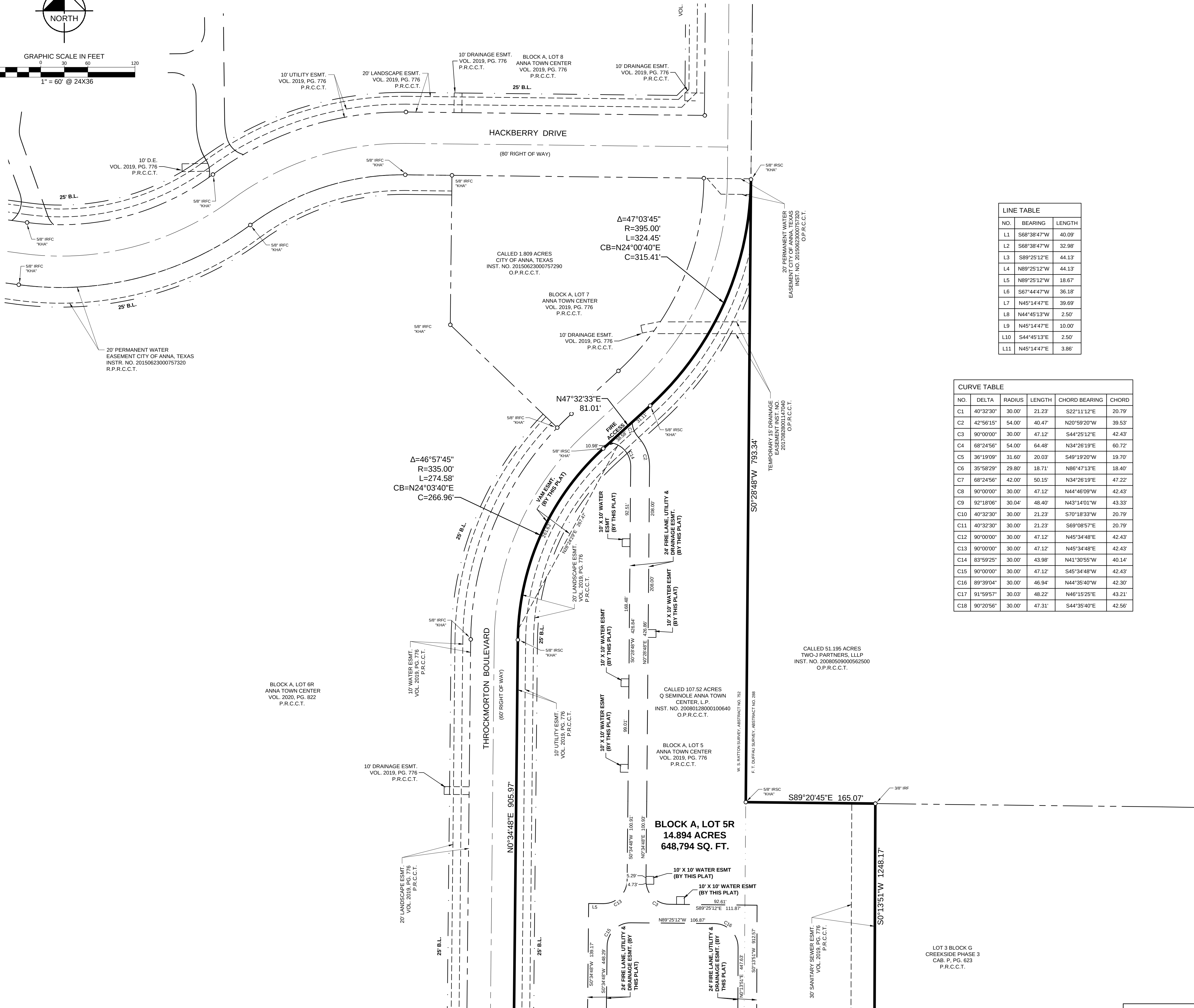
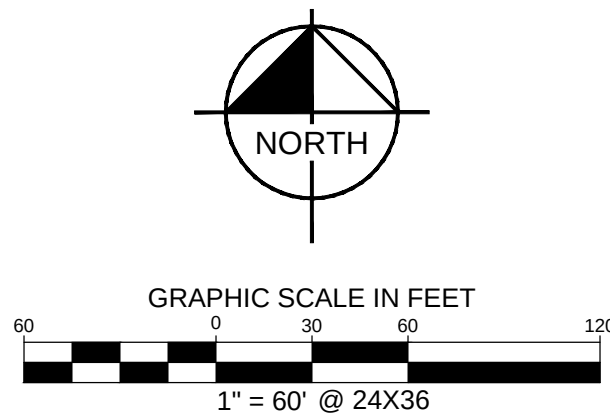
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

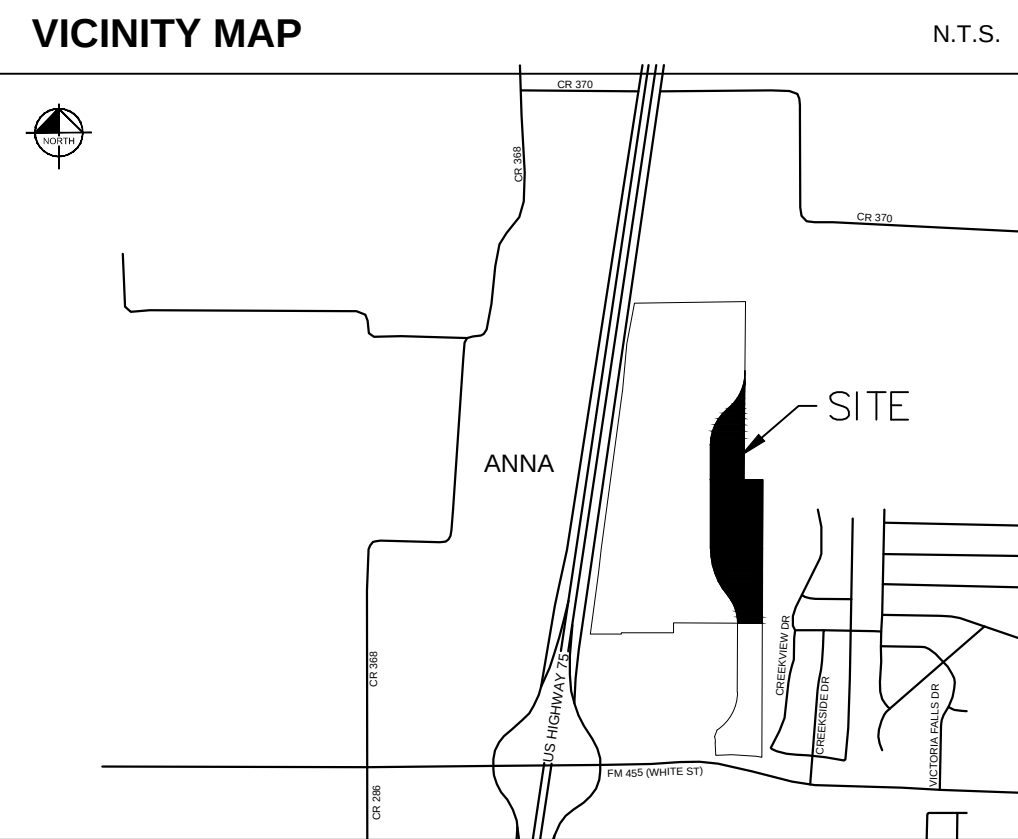
City Secretary, Carrie L. Land

Mayor, Nate Pike



LINE TABLE		
NO.	BEARING	LENGTH
L1	S68°38'47\"W	40.09'
L2	S68°38'47\"W	32.98'
L3	S89°25'12\"E	44.13'
L4	N89°25'12\"W	44.13'
L5	N89°25'12\"W	18.67'
L6	S67°44'47\"W	36.18'
L7	N45°14'47\"E	39.69'
L8	N44°45'13\"W	2.50'
L9	N45°14'47\"E	10.00'
L10	S44°45'13\"E	2.50'
L11	N45°14'47\"E	3.86'

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	40°32'30\"	30.00'	21.23'	S22°11'12\"E
C2	42°56'15\"	54.00'	40.47'	N20°59'20\"W
C3	90°00'00\"	30.00'	47.12'	S44°25'12\"E
C4	68°24'56\"	54.00'	64.48'	N34°26'19\"E
C5	36°19'09\"	31.60'	20.03'	S49°19'20\"W
C6	35°58'29\"	29.80'	18.71'	N86°47'13\"E
C7	68°24'56\"	42.00'	50.15'	N34°26'19\"E
C8	90°00'00\"	30.00'	47.12'	N44°46'09\"W
C9	92°18'06\"	30.04'	48.40'	N43°14'01\"W
C10	40°32'30\"	30.00'	21.23'	S70°18'33\"W
C11	40°32'30\"	30.00'	21.23'	S69°08'57\"E
C12	90°00'00\"	30.00'	47.12'	N45°34'48\"E
C13	90°00'00\"	30.00'	47.12'	N45°34'48\"E
C14	83°59'25\"	30.00'	43.98'	N41°30'55\"W
C15	90°00'00\"	30.00'	47.12'	S45°34'48\"W
C16	89°39'04\"	30.00'	46.94'	N44°35'40\"W
C17	91°59'57\"	30.03'	48.22'	N46°15'25\"E
C18	90°20'56\"	30.00'	47.31'	S44°35'40\"E



- GENERAL NOTES:
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
 - All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999856573. Vertical Datum NAVD 88.
 - The purpose of the Preliminary Replat is for the development of a multi-family development.

FLOOD STATEMENT:

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

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

APPROVED
DECEMBER 14, 2021
CITY COUNCIL
CITY OF ANNA

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

PRELIMINARY REPLAT
ANNA TOWN CENTER
BLOCK A, LOT 5R

14.894 ACRES
OUT OF THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288 AND
W. S. RATTON SURVEY, ABSTRACT NO. 752,
CITY OF ANNA, COLLIN COUNTY, TEXAS
DECEMBER, 2021

Kimley»Horn

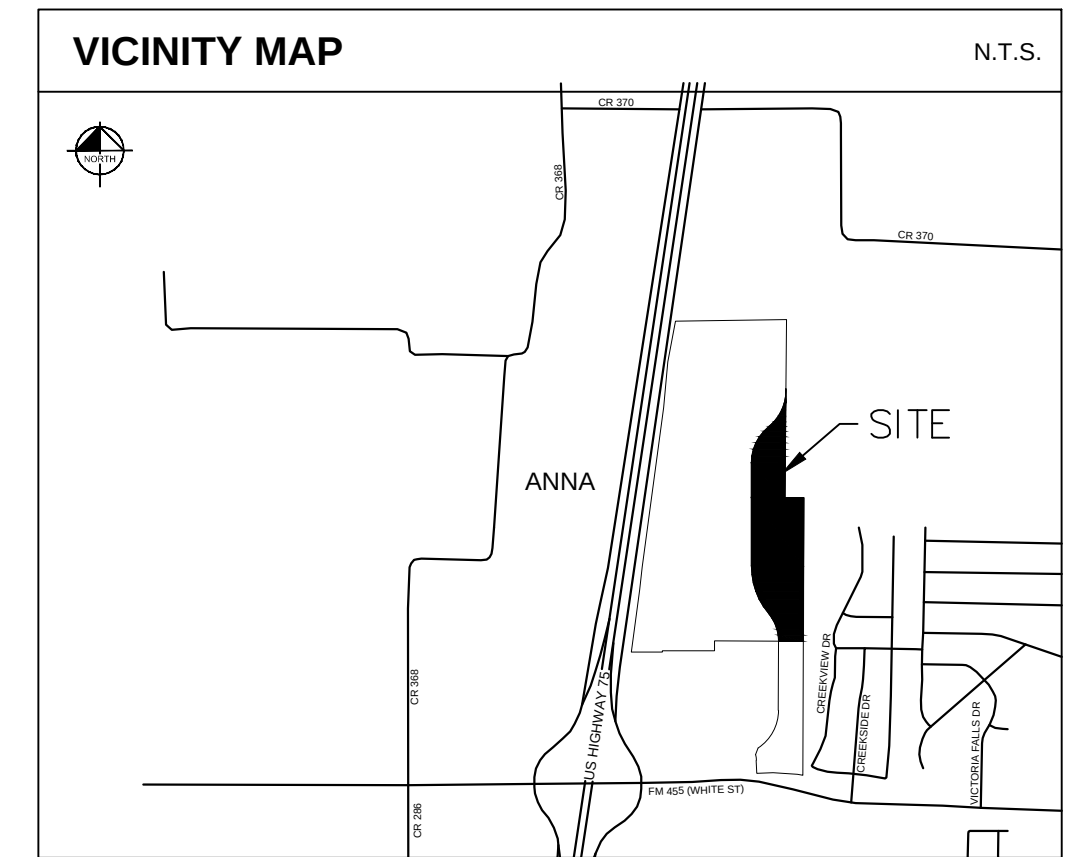
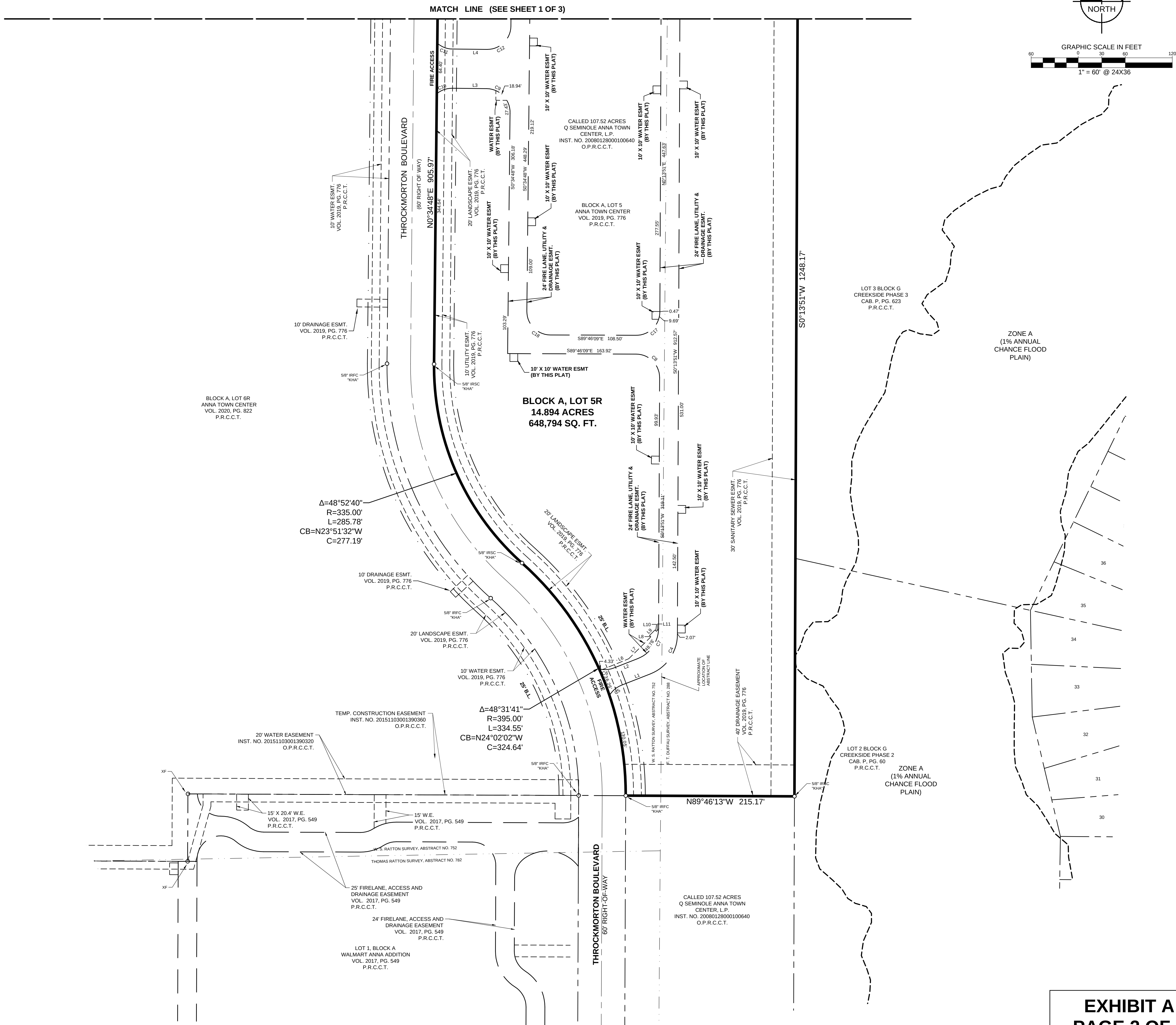
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	MBM	KHA	DEC. 2021	069264918	1 OF 3

OWNER:
Q Seminole Anna Town Center, LP
911 Westchester Dr., Suite 800
Dallas, TX 75225
Ph: 214.884.3249
Contact: Brian Bischoff

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.220.3820
Contact: Jonathan Kerby, PE

EXHIBIT A
PAGE 1 OF 3



GENERAL NOTES:

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

FLOOD STATEMENT:

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

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

**PRELIMINARY REPLAT
ANNA TOWN CENTER
BLOCK A, LOT 5R**

14.894 ACRES
OUT OF THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288 AND
W. S. RATTON SURVEY, ABSTRACT NO. 752,
CITY OF ANNA, COLLIN COUNTY, TEXAS
DECEMBER, 2021

Kimley»»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

<u>Scale</u> 1" = 60'	<u>Drawn by</u> MBM	<u>Checked by</u> KHA	<u>Date</u> DEC. 2021	<u>Project No.</u> 069264918	<u>Sheet No.</u> 2 OF 3
--------------------------	------------------------	--------------------------	--------------------------	---------------------------------	----------------------------

OWNER:
Q Seminole Anna Town Center, LP
8111 Westchester Dr., Suite 800
Dallas, TX 75225
Ph: 214.884.3249
Contact: Brian Bischoff

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

EXHIBIT A
PAGE 2 OF 3

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Q SEMINOLE ANNA TOWN CENTER, LP is the sole owners of the following described tract of land:

BEING a tract of land situated in the F. T. Duffau Survey, Abstract No. 288 and the W. S. Ratton Survey, Abstract No. 752, City of Anna, Collin County, Texas, and being all of Block A, Lot 5 of Anna Town Center Addition, Block A, Lots 5-8, an Addition to the City of Anna, Texas, according to the final plat, recorded in Volume 2019, Page 776 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northernmost corner of said Block A, Lot 5, same being on the easterly right of way line of Throckmorton Boulevard, a 60' wide right of way, same also being on the westerly line of a called 51.195-acre tract of land, described in a deed to Two-J Partners, LLLP, as recorded in Instrument No. 2008050900056262500 of the Official Public Records of Collin County, Texas;

THENCE South 00°28'48" West, along the easterly line of said Block A, Lot 5 and the westerly line of said 51.195-acre tract, a distance of 793.34 feet to a wooden fence corner post found for the southwest corner of said 51.195-acre tract;

THENCE South 89°20'45" East, continuing along the easterly line of said Block A, Lot 5 and along the southerly line of said 51.195-acre tract, a distance of 165.07 feet to a 3/8-inch iron rod found for the northwest corner of Lot 3, Block G of Creekside Phase 3, an Addition to the City of Anna, Texas, according to the final plat recorded in Cabinet P, Page 623 of the Plat Records of Collin County, Texas;

THENCE South 00°13'51" West, continuing along the easterly line of said Block A, Lot 5 and along the westerly line of said Lot 3, Block G, passing the southwest corner of said Lot 3 and the northwest corner of Lot 2, Block G of Creekside Phase 2, an Addition to the City of Anna, Texas, according to the final plat recorded in Cabinet P, Page 60 of the Plat Records of Collin County, Texas, continuing for a distance of 1,248.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southeast corner of said Lot 5;

THENCE North 89°46'13" West, along the southerly line of said Block A, Lot 5, a distance of 215.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

THENCE in a northerly direction, along the westerly line of said Block A, Lot 5 and the easterly right of way line of said Throckmorton Boulevard, the following:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 334.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 285.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 00°34'48" East, a distance of 905.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a tangent curve to the right with a radius of 335.00 feet, a central angle of 46°57'45", and a chord bearing and distance of North 24°03'40" East, 266.96 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 274.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 47°32'33" East, a distance of 81.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 47°03'45", and a chord bearing and distance of North 24°00'40" East, 315.41 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 324.45 feet to a point for corner; to the **POINT OF BEGINNING** and containing 14.894 acres (648,794 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Q SEMINOLE ANNA TOWN CENTER, LP: acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **ANNA TOWN CENTER, BLOCK A, LOT 5R**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

WITNESS, my hand at _____, _____, this the _____ day of _____, 2022.

Q Seminole Anna Town Center, L.P.

By: _____

(Printed Name)

(Title)

STATE OF TEXAS §
COUNTY OF _____ §

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

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

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

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

Approved this _____ day of _____, 2022.
by the City Council of the City of Anna, Texas.

Mayor

City Secretary

PRELIMINARY REPLAT
ANNA TOWN CENTER
BLOCK A, LOT 5R

14.894 ACRES

OUT OF THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288 AND
W. S. RATTON SURVEY, ABSTRACT NO. 752,
CITY OF ANNA, COLLIN COUNTY, TEXAS
DECEMBER, 2021

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	DEC. 2021	069264918	3 OF 3

OWNER:
Q Seminole Anna Town Center, LP
8111 Westchester Dr., Suite 800
Dallas, TX 75225
Ph: 214.884.3249
Contact: Brian Bischoff

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

EXHIBIT A
PAGE 3 OF 3



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

A) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request to rezone 28.0± acre located at the southwest corner of W. White Street and Slater Creek Road from SF-E Single-Family Residential - Large Lot (SF-E) to SF-Z Single-Family Residence District - Zero lot line homes (SF-Z) and C-1 Restricted Commercial District (C-1). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on a Resolution regarding the LuxNova Residential & Commercial Concept Plan.

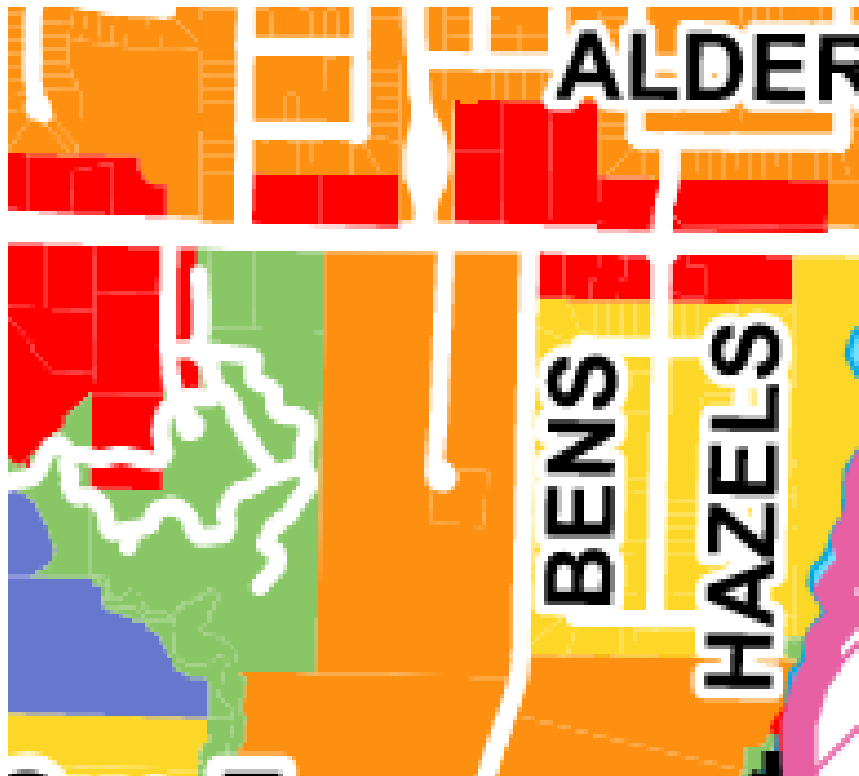
SUMMARY:

The applicant is requesting to rezone the subject property in order to allow for a single-family dwelling, detached subdivision and preserve area for commercial development.

Surrounding Land Uses and Zoning

North	Medical Offices zoned C-1, subdivision entrance into West Crossing subdivision, and undeveloped land zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 442-2009.
East	(Across Slater Creek Road) shopping center zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 438-2009 and Westfield Addition residential subdivision zoned Planned Development No. 09-2002 Ord. No. 2002-37.
South	Private residential subdivision zoned SF-E Single-Family Residential – Large Lot (SF-E)
West	Park land (Natural Springs Park) zoned SF-E and undeveloped land zoned C-1.

Future Land Use Plan – The Future Land Use Plan designates this property as Cluster Residential (CR) (orange). This category is only generally defined within the current Comprehensive Plan.



Character & Intent

Cluster residential neighborhoods are intended to provide smaller single family detached and attached residential lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks.

The proposed residential zoning is in conformance with the Future Land Use Plan. At the request of city staff the applicant is proposing a commercial zoning element along the northwest portion of the W. White Street frontage to help expand the commercial tax base of the City of Anna.

SUMMARY:

Request to rezone 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road from SF-E to SF-Z and C-1 which will allow for a single family detached residential subdivision and preserve the northwest portion of the W. White Street frontage for commercial development. The applicant is not proposing to modify any of the City of Anna's adopted development standards.

The proposed zoning and concept plan are in conformance with the City of Anna Future Land Use Plan and elements of the City of Anna Strategic Plan.

RECOMMENDATION:

The Planning & Zoning Commission recommended approval (3-1). The Commissioner

voting in opposition did not state a reason.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval

ATTACHMENTS:

1. Locator
2. Ordinance - (rezoning) LuxNova Residential Commercial
3. Exhibit A (Ord. Legal Description)
4. Exhibit B (STAMPED)- (Ord. Concept Plan)
5. EXHIBIT C (Zoning Certificate) LuxNova Residential & Commercial
6. PZ - STAFF REPORT (Zoning) - LuxNOve Residential & Commercial
7. CC Responses
8. RESOLUTION - CP (LuxNova Residential & Commercial)
9. Exhibit A (STAMPED)- (CP) LuxNova Residential & Commercial
10. PZ - STAFF REPORT (CP) LuxNova Residential & Commercial

APPROVALS:

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

Created/Initiated - 12/10/2021
Approved - 12/10/2021
Final Approval - 12/10/2021

THE CITY OF Anna

N



Subject Property



City Limits



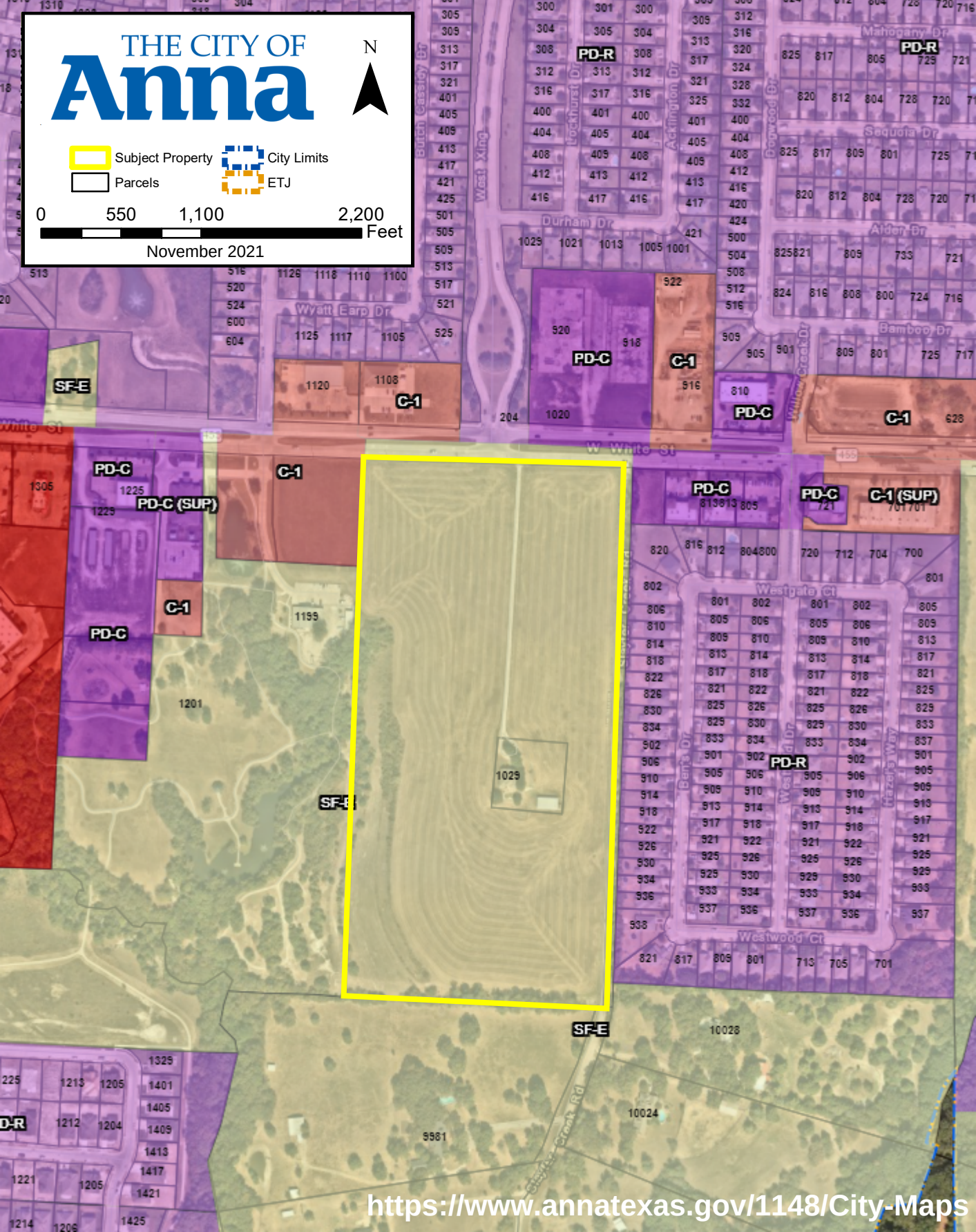
Parcels



ETJ

0 550 1,100 2,200 Feet

November 2021



CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the southwest corner of W. White Street and Slater Creek Road)

ORDINANCE NO. _____

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

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested for zoning from Sheryl Harlow Family Trust on Property described in Exhibit A and Exhibit B ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest corner of W. White Street and Slater Creek Road is requested to be rezoned from SF-E Single-Family Residential – Large Lot to SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z) and C-1 Restricted Commercial (C-1); and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Zoning Change

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and Exhibit B to SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z) and C-1 Restricted Commercial (C-1) zoning.

Section 3. **Reverter**

Notwithstanding the foregoing or any other provision of this ordinance, the zoning of the Property will revert back to SF-E Single-Family Residential – Large Lot automatically unless a copy of a fully executed and recorded deed transferring ownership of the Property from Sheryl Harlow Family Trust to LuxNova Development is submitted to the City of Anna Director of Development Services on or before the date of March 15, 2022. The Director of Development Services is hereby directed to memorialize on the “Zoning Certificate” form attached hereto as Exhibit C whether or not such deed was timely submitted. Once said certificate form is completed and signed by the Director of Development Services said certificate shall be deemed to be incorporated in this ordinance as if set forth in full herein for all purposes.

Section 4. **Official Zoning Map**

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

Section 5. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 6. **Penalty**

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

Section 7. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 14th day of December, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

Legal Description

27.967 Acres

BEING all that certain lot, tract, or parcel of land, situated in the Joseph Schluter Survey, Abstract Number 856, City of Anna, Collin County, Texas, and being all that certain tract of land, described by deed to Colby Harlow, Trustee of the Sheryl Harlow Family Trust, recorded in Document Number 20110721000760500, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found, stamped "RPLS 5633", at the northwest corner of said Harlow tract, same being the southwest corner of a certain tract of land, described by deed as Parcel 25 to the State of Texas, recorded in Document Number 20120608000684090, Deed Records, Collin County, Texas, being the northeast corner of that certain tract of land, described by deed to Aziz Hassan, recorded in Document Number 20190322000298780, Deed Records, Collin County, Texas, and being in the south line of West White Street (FM 455, called 90-foot right-of-way);

THENCE S 89°27'29" E, with the north line of said Harlow tract, and the south line of West White Street, a distance of 765.88 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northeast corner of said Harlow tract, same being the southeast corner of said Parcel 25, and being in the west line of Slater Creek Road (Private Road), called 1.496 Acres to the Slater Creek Association, recorded in Volume 1158, Page 316, Deed Records, Collin County, Texas, and being in the south line of West White Street;

THENCE S 01°25'53" W, with the east line of said Harlow tract, and the west line of said Slater Creek Road, a distance of 1593.99 feet to a 1/2" rebar found, at the southeast corner of said Harlow tract, same being the southwest corner of said Slater Creek Road, and being in the north line of a certain tract of land, described by deed to William and Andrea Henry, recorded in Document Number 20100528000541220, Deed Records, Collin County, Texas, from which a 5/8" rebar found, bears S 87°17'25" E, 39.26 feet;

THENCE with the south line of said Harlow tract, and the north line of said Henry tract, the following 6 (six) calls:

N 87°18'25" W, a distance of 55.67 to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°46'59" W, a distance of 78.50 feet to a 1/2" capped rebar found;

S 88°13'01" E, a distance of 145.10 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°53'01" E, a distance of 227.80 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 89°21'01" E, a distance of 209.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°35'01" W, a distance of 48.70 feet to a 1/2" rebar found at the southwest corner of said Harlow tract, same being the southeast corner of a certain tract of land, described by deed to the City of Anna, recorded in Document Number 20060714000982730, Deed Records, Collin County, Texas, and being in the north line of said Henry tract;

THENCE N 01°23'53" E, with the west line of said Harlow tract, and the east line of said City of Anna tract, passing at a distance of 1283.62 feet a 1/2" capped rebar found, stamped "BRENNAN 5360" at the northeast corner thereof, same being the southeast corner of said Hassan tract, continuing a total distance of 1589.95 feet to the **POINT OF BEGINNING** and containing approximately 27.967 acres of land.

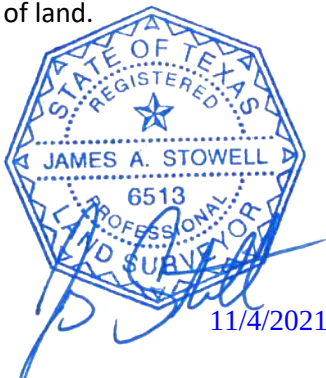


EXHIBIT C

ZONING CERTIFICATE

In my capacity as City of Anna Director of Development Services, I hereby certify that on or before the date of March 15, 2022, I (check one):

_____ was

_____ was not

provided with a copy of a fully executed and recorded deed transferring ownership of the Property from Sheryl Harlow Family Trust to LuxNova Development. In accordance with the ordinance to which this exhibit is attached, as of the date of my signature below, the zoning of the Property (check one):

_____ is as set forth in Section 2 of said ordinance

_____ has reverted to SF-E Single-Family Residential – Large Lot

Unless otherwise defined herein or unless otherwise obvious from the context, capitalized terms herein shall have the meanings as defined in the ordinance to which this exhibit is attached. I hereunto set my signature this ____ day of _____, 2022.

Director of Development Services
City of Anna, Texas

CITY OF ANNA
PLANNING & ZONING COMMISSION

December 6, 2021

Public Hearing: Zoning – LuxNova Residential & Commercial

Applicant: Aston Miller

DESCRIPTION:

Request to rezone 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road from SF-E Single-Family Residential – Large Lot to SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z) and C-1 Restricted Commercial (C-1).

REMARKS:

The applicant is requesting to rezone the subject property in order to allow for a single-family dwelling, detached subdivision and preserve area for commercial development. The purpose of the SF-Z District is to provide single-family homes on lots of moderate size. The C-1 district is established to accommodate the shopping needs of residents in adjacent residential areas. This district is meant to be used in limited areas, where retail or service establishments deal directly with customers. Businesses in the C-1 district should be oriented to satisfying the daily and frequent shopping needs of the neighborhood consumer.

Surrounding Land Uses and Zoning

North	Medical Offices zoned C-1, subdivision entrance into West Crossing subdivision, and undeveloped land zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 442-2009.
East	(Across Slater Creek Road) shopping center zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 438-2009 and Westfield Addition residential subdivision zoned Planned Development No. 09-2002 Ord. No. 2002-37.
South	Private residential subdivision zoned SF-E Single-Family Residential – Large Lot (SF-E)
West	Park land (Natural Springs Park) zoned SF-E and undeveloped land zoned C-1.

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

- a. Principle 3: Beautiful Community

- i. Well-maintained, attractive neighborhoods and single-family homes complying with City codes and ordinances
- b. Principle 5: Great Housing Opportunities
 - i. Strong code compliance protecting and enhancing the appearance, protecting property values and supporting neighborhood integrity.
 - ii. Access to trails connecting neighborhoods and community destinations.
- c. Principle 6: Dynamic Business Community
 - i. Ability of Neighbors to work in anna
 - ii. Attractive commercial centers with well-designed and well-maintained landscaping.
- d. Principle 7: Fun Community for All
 - i. Connected trails linking neighbors to parks and other community destinations

City of Anna Goals for 2026

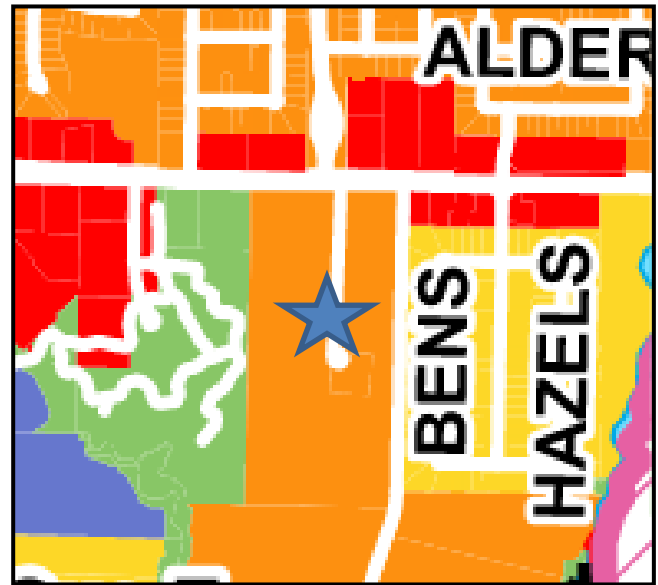
- a. Growing Anna Economy
 - i. Expand the commercial tax base
- b. Sustainable Anna Community Through Planned, Managed Growth
 - i. Manage residential growth
 - ii. Have a diverse range of housing choices available in Anna

Future Land Use Plan – The Future Land Use Plan designates this property as Cluster Residential (CR) (orange). This category is only generally defined within the current Comprehensive Plan.

Character & Intent

Cluster residential neighborhoods are intended to provide smaller single family detached and attached residential lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks.

The proposed residential zoning is in conformance with the Future Land Use Plan. At the request of city staff the applicant is proposing a commercial zoning element along the northwest portion of the W. White Street frontage to help expand the commercial tax base of the City of Anna.



SUMMARY:

Request to rezone 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road from SF-E to SF-Z and C-1 which will allow for a single family detached residential subdivision and preserve the northwest portion of the W. White Street frontage for commercial development. The applicant is not proposing to modify any of the City of Anna's adopted development standards.

The proposed zoning and concept plan are in conformance with the City of Anna Future Land Use Plan and elements of the City of Anna Strategic Plan. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval as submitted:

From: [A. Fruehan](#)
To: [Lauren Mecke](#)
Subject: Zoning Response
Date: Friday, November 26, 2021 5:00:55 PM

We are opposed to the proposed zoning change.
To maintain the quality of life in Anna, the property at the southwest corner of W.
White Street and Slater Creek Road should remain zoned as Single-Family
Residential Large Lot,

Annette and Joel Fruehan, trustees for the Fruehan Family Trust

834 Bens Drive
Anna, Texas

November 26, 2021

From: [Ruthie Poole](#)
To: [Lauren Mecke](#)
Subject: Zoning Response
Date: Wednesday, December 8, 2021 11:06:09 AM

Planning and Development Department :

I wish to follow up regarding the meeting of Dec. 6, 2021. Thank you for meeting with the citizens of Anna and listening to our concerns.

We know Anna is growing, and that can be exciting and yet challenging!

This growth can be done two ways.

1. Volume with NO regards to the quality or future for Anna....

.OR

2. Quality for a high (Class A) Standard for all development. Growth that we can be proud of and a community we can see flourish over the years.

I hope you consider Quality (Class - A) over volume in all your decisions for the growth of Anna.

Thank you for your work and let's Build a Great Community for Anna.

Ruthie Poole
10024 Slater Creek Rd., Anna TX 75409

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING LUXNOVA RESIDENTIAL & COMMERCIAL, CONCEPT PLAN.

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

WHEREAS, Sheryl Harlow Family Trust, has submitted an application for the approval of the Concept Plan for LuxNova Residential & Commercial; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for LuxNova Residential & Commercial attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of December, 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA
PLANNING & ZONING COMMISSION

December 6, 2021

Concept Plan: LuxNova Residential & Commercial

Applicant: Aston Miller

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding the LuxNova Residential & Commercial, Concept Plan.

SUMMARY:

SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z) and C-1 Restricted Commercial (C-1) on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the conceptual lot layout and related site improvements associated with the future single-family development and commercial development. The concept plan complies with the zoning districts area regulations as requested by the zoning case.

RECOMMENDATION:

Recommended for approval subject to City Council approval of the zoning request.

ATTACHMENTS:

Locator
Exhibit



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on approving an Ordinance designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Four, City of Anna, Texas; describing the boundaries of the Zone; creating a Board of Directors for the Zone; and appointing members to the Board. (Director of Economic Development Joey Grisham)

SUMMARY:

As a part of the Development Agreement with Megatel, the city of Anna agreed to create TIRZ Districts for the Anacapri Project. TIRZ #4 covers the single-family portion of the project that accounts for approximately 319.01 acres. The term of the TIRZ is 36 years unless otherwise terminated in accordance with the creation ordinance, with the city of Anna contributing 50% of its incremental property tax revenue to the TIRZ fund.

P3 Works created a Preliminary Project and Financing Plan (attached) that is required under Chapter 311 of the Texas Tax Code. The buildout value is estimated around \$400 million although staff believes it will be higher.

FINANCIAL IMPACT:

The estimated city contribution to the TIRZ fund over the life of the TIRZ is \$47.8 million.

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:

Hold a Public Hearing, approve the Ordinance, and create and appoint a Board of Directors.

ATTACHMENTS:

1. 2021-12-01_ANN_TIRZ No. 4_Creation Ordinance_V1.2

2. 2021-12-02_ANN_TIRZ No. 4_PreliminaryPFP_v1.4

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FOUR, CITY OF ANNA, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number Four, City of Anna, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the approximately 319.01 acres described and depicted on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper of general circulation within the County, on December 6, 2021, which date is not later than the seventh (7th) day before the public hearing held on December 14, 2021; and

WHEREAS, at the public hearing on December 14, 2021, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not

limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

- (i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
- (ii) the reinvestment zone, as shown in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone does not exceed fifty percent

(50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Four, City of Anna, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of nine members. Seven members shall be appointed by the City Council to Places 1,2,3,4, 5, 6, and 7. Place 8 shall be appointed by the Commissioners Court of Collin County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires December 31, 2024)
Place 2	Council Place 1	(term expires December 31, 2024)
Place 3	Council Place 2	(term expires December 31, 2022)
Place 4	Council Place 3	(term expires December 31, 2023)
Place 5	Council Place 4	(term expires December 31, 2022)
Place 6	Council Place 5	(term expires December 31, 2023)
Place 7	Council Place 6	(term expires December 31, 2022)

Place 8 shall be appointed by the County for a term that expires December 31, 2023.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the **TIRZ FUND** established pursuant to Section 6 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2057 (with final year's tax to be collected by September 30, 2058), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City and the County, shall have no obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "tax increment base" for purposes of calculating the **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, and means the total appraised value of all real property in the Zone that is taxable by the City and the County, respectively, as of January 1, 2021.

SECTION 6. CAPTURED APPRAISED VALUE. The "captured appraised value" for purposes of calculating the annual **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary

and convenient to carry out the purposes of the Act. The **CITY TAX INCREMENT** and **COUNTY TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

Clark H. McCoy, Jr., City Attorney

EXHIBIT A

PRELIMINARY PROJECT AND FINANCE PLAN

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REINVESTMENT ZONE NUMBER FOUR,
CITY OF ANNA, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
DECEMBER 14, 2021

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Anna, Texas, a Texas home-rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, or (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone to be known as “*Reinvestment Zone Number Four, City of Anna, Texas*” (the “Zone”) that includes approximately 319.01 acres of land which parcels are identified on **Exhibit H** and depicted on **Exhibit A** (the

“Property”). The Property is owned by AnaCapri Laguna Azure LLC, a Wyoming limited liability company (the “Owner”). The Property is currently zoned Planned Development, and Agricultural District. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and Collin County, (the “County”), a quality master planned residential development.

1.4 Preliminary Plan and Hearing

Before the City Council adopts the ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property will be given a reasonable opportunity to protest the inclusion of their Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan dated December 14, 2021 (the “Preliminary Plan”), the purpose of which is to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Property is primarily open and undeveloped and meets the eligibility requirements of the Act. Among other provisions required by the Act, the ordinance creating the Zone will appoint a Board of Directors for the Zone (the “Board”).

1.6 Board Recommendations

After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council a *“Reinvestment Zone Number Four, City of Anna, Texas, Final Project and Finance Plan”* (the *“Final Plan”*), and an agreement between the Owner, Board, and City (the *“TIRZ Agreement”*) pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the *“Tax Increment”*) into a tax increment fund created by the City and segregated from all other funds of the City (the *“TIRZ Fund”*) to pay to the Owner or its assigns, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of the Final Plan, and the TIRZ Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the corporate limits of the City and is zoned Planned Development, and Agricultural District, in accordance with the City’s zoning ordinance. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone is shown on **Exhibit A**.

2.2 Proposed Uses

The proposed uses of the Property are expected to consist of single-family residential uses, as shown on **Exhibit G**.

2.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City’s zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the

property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately \$322.3 million.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, sanitary sewer, storm drainage, landscaping and professional services (the “Public Improvements”), as detailed on **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit F**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs and the cost of administering the Zone, are estimated to be \$45.4 million (the “Project Costs”), as shown on **Exhibit E**.

7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements within the Zone are \$45.0 million, as shown on **Exhibit C**.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to begin in 2022 and escalate at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2022 through 2028, as shown on **Exhibit D**.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the “Feasibility Study”). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on **Table 1** below, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$95.6 million in total new real property tax revenue, and \$47.8 million will be contributed to the General Fund. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

Table 1

Entity	Gross New AV Revenue	TIRZ Fund Contribution	Net New AV Revenue
City	\$ 95,642,137	\$ 47,821,068	\$ 47,821,068

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated.

Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Current Appraised Value

The current total appraised value of taxable real property in the Zone is \$53,194, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property and shall be confirmed by the Collin County Appraisal District in accordance with Section 311.012(c) of the Act.

10.2 Estimated Captured Appraised Value

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$710.9 million, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Collin County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement, the Owner has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to fifty percent (50%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the City tax rate is \$0.5695 per \$100 of assessed value, therefore the City will contribute \$0. 28475 per \$100 of the Captured Appraised Value in the Zone levied and collected. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to fund the Public Improvements. All payments of Project Costs shall be made solely

from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan and the TIRZ Agreement. The City may amend the Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for thirty-six years (36) until December 31, 2057, with the last payment being received by January 31, 2058 unless otherwise terminated in accordance with the TIRZ Creation Ordinance.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs are fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been fully funded, the City, shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Map of the Public Improvements
Exhibit G	Proposed Uses of the Property
Exhibit H	Legal Description

EXHIBIT A – MAP OF THE ZONE

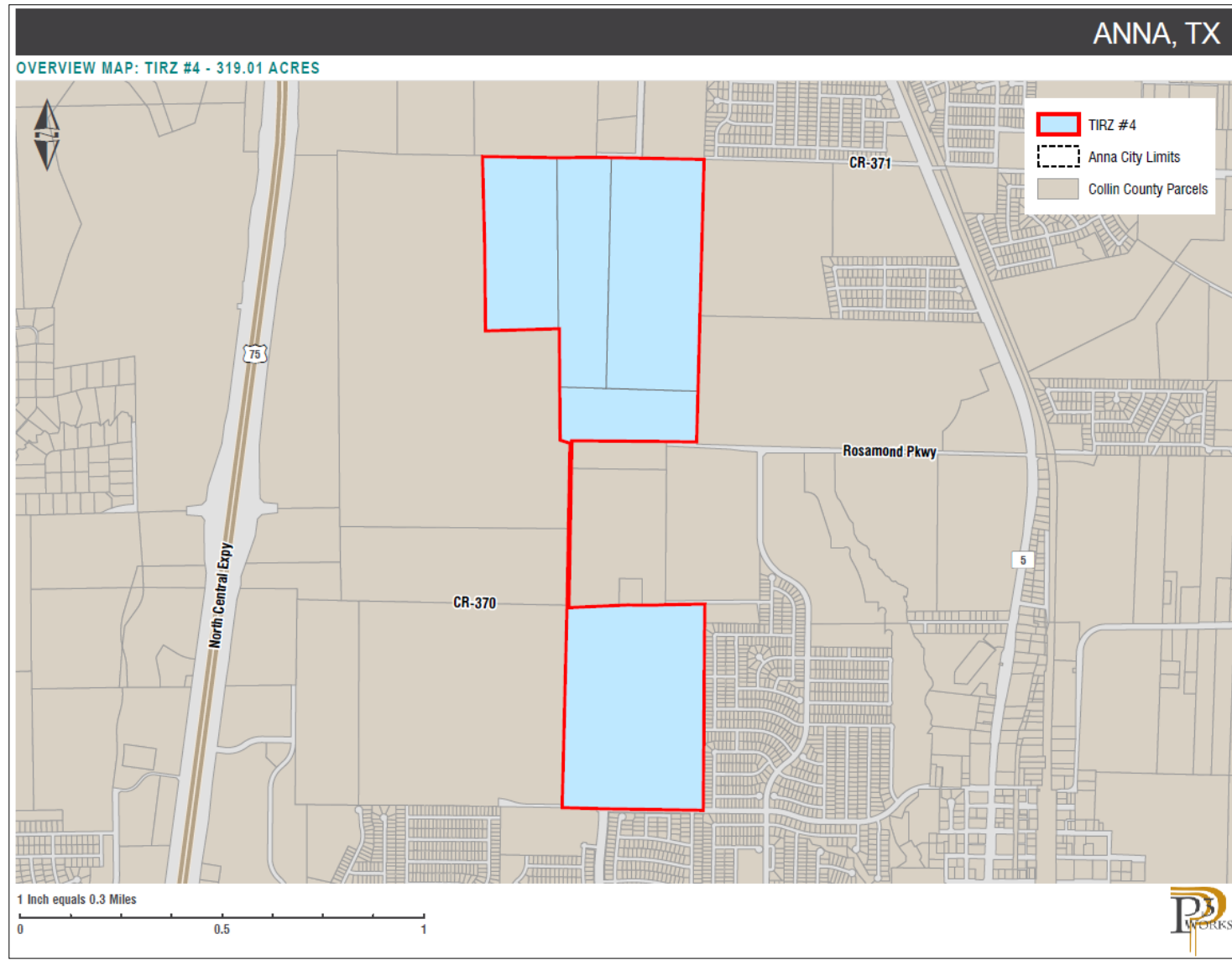


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Four, City of Anna						
Non-Project Costs						
Lot Type	Unit	Lot Value		Buildout Value		Non-Project Costs
		Per Unit	Total	Per Unit	Total	
40' Lots	112	\$ 48,000	\$ 5,376,000	\$ 300,000	\$ 33,600,000	\$ 28,224,000
50' Lots	284	\$ 60,000	\$ 17,040,000	\$ 320,000	\$ 90,880,000	\$ 73,840,000
40' Future	476	\$ 53,000	\$ 25,228,000	\$ 310,000	\$ 147,560,000	\$ 122,332,000
50' Future	367	\$ 63,000	\$ 23,121,000	\$ 330,000	\$ 121,110,000	\$ 97,989,000
Total	1,239		\$ 70,765,000		\$ 393,150,000	\$ 322,385,000

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number Four, City of Anna Project Costs	
Project Costs	
Public Improvements	
Roads	\$ 14,483,365
Water	\$ 4,034,804
Sanitary Sewer	\$ 4,396,390
Storm Drainage	\$ 7,170,896
Landscaping	\$ 4,382,438
Soft Costs	\$ 10,579,561
Public Improvements Subtotal	\$ 45,047,454
<i>Administrative Costs</i>	<i>\$ 387,922</i>
Total Project Costs	\$ 45,435,376

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number Four, City of Anna Timeline to Incur Costs					
TIRZ Term	Calendar Year	Project Costs			
		Soft Costs	Construction Costs	Total	
				Annual	Cumulative
Base	2021	\$ -	\$ -	\$ -	\$ -
1	2022	\$ 840,126	\$ 2,737,104	\$ 3,577,230	\$ 3,577,230
2	2023	\$ 816,122	\$ 2,658,901	\$ 3,475,023	\$ 7,052,253
3	2024	\$ 832,444	\$ 2,712,079	\$ 3,544,523	\$ 10,596,776
4	2025	\$ 713,238	\$ 2,323,709	\$ 3,036,948	\$ 13,633,724
5	2026	\$ 2,811,497	\$ 9,159,772	\$ 11,971,268	\$ 25,604,992
6	2027	\$ 2,731,904	\$ 8,900,462	\$ 11,632,367	\$ 37,237,359
7	2028	\$ 1,834,230	\$ 5,975,865	\$ 7,810,095	\$ 45,047,454
				\$ 45,047,454	
(1) Timeline shown for illustrative purposes only, and is subject to change.					
(2) Does not include Administrative Costs which shall be disbursed annually.					

EXHIBIT E – FEASIBILITY STUDY

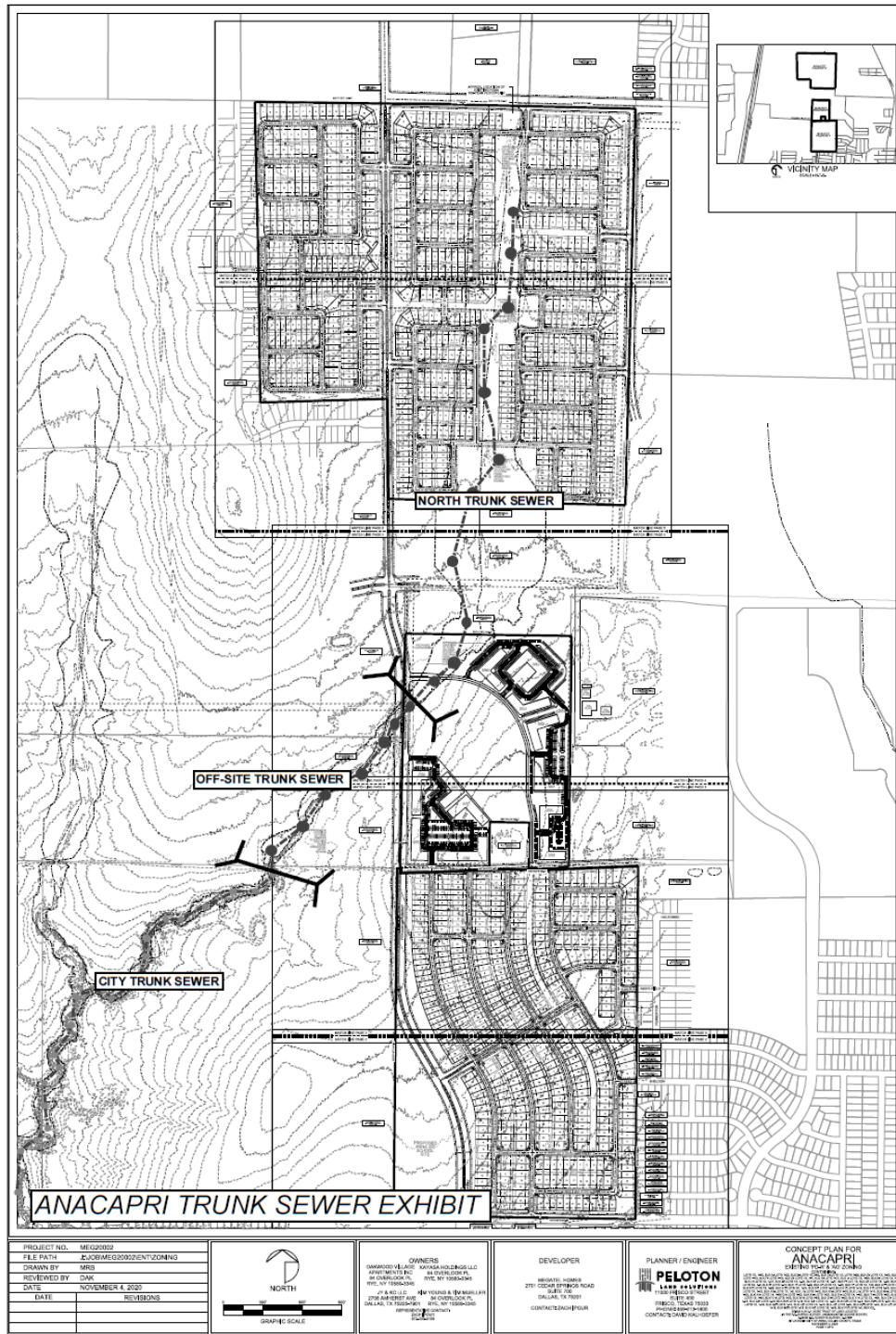
Reinvestment Zone Number Four, City of Anna Feasibility Study

TIRZ Term	Calendar Year	Growth / Year	Residential Development			City TIRZ Fund Contribution			
			Annual New Value	Net Taxable Value	Incremental Value	TIRZ Fund Contribution			
						Rate	%	Annual	Cumulative
Base	2021		\$ -	\$ 53,194	\$ -	0.5695	50%	\$ -	\$ -
1	2022	2.0%	\$ -	\$ 54,258	\$ 1,064	0.5695	50%	\$ -	\$ -
2	2023	2.0%	\$ 34,957,440	\$ 35,012,783	\$ 34,959,589	0.5695	50%	\$ 3	\$ 3
3	2024	2.0%	\$ 33,958,656	\$ 69,671,695	\$ 69,618,501	0.5695	50%	\$ 99,547	\$ 99,550
4	2025	2.0%	\$ 34,637,829	\$ 105,702,958	\$ 105,649,764	0.5695	50%	\$ 198,239	\$ 297,789
5	2026	2.0%	\$ 29,677,692	\$ 137,494,709	\$ 137,441,515	0.5695	50%	\$ 300,838	\$ 598,627
6	2027	2.0%	\$ 116,985,752	\$ 257,230,355	\$ 257,177,161	0.5695	50%	\$ 391,365	\$ 989,992
7	2028	2.0%	\$ 113,673,934	\$ 376,048,896	\$ 375,995,702	0.5695	50%	\$ 732,312	\$ 1,722,304
8	2029	2.0%	\$ 76,321,892	\$ 459,891,766	\$ 459,838,572	0.5695	50%	\$ 1,070,648	\$ 2,792,951
9	2030	0.00%	\$ -	\$ 459,891,766	\$ 459,838,572	0.5695	50%	\$ 1,309,390	\$ 4,102,342
10	2031	0.00%	\$ -	\$ 459,891,766	\$ 459,838,572	0.5695	50%	\$ 1,309,390	\$ 5,411,732
11	2032	2.0%	\$ -	\$ 469,089,601	\$ 469,036,407	0.5695	50%	\$ 1,309,390	\$ 6,721,122
12	2033	2.0%	\$ -	\$ 478,471,393	\$ 478,418,199	0.5695	50%	\$ 1,335,581	\$ 8,056,703
13	2034	2.0%	\$ -	\$ 488,040,821	\$ 487,987,627	0.5695	50%	\$ 1,362,296	\$ 9,418,999
14	2035	2.0%	\$ -	\$ 497,801,638	\$ 497,748,444	0.5695	50%	\$ 1,389,545	\$ 10,808,544
15	2036	2.0%	\$ -	\$ 507,757,670	\$ 507,704,476	0.5695	50%	\$ 1,417,339	\$ 12,225,883
16	2037	2.0%	\$ -	\$ 517,912,824	\$ 517,859,630	0.5695	50%	\$ 1,445,688	\$ 13,671,571
17	2038	2.0%	\$ -	\$ 528,271,080	\$ 528,217,886	0.5695	50%	\$ 1,474,605	\$ 15,146,177
18	2039	2.0%	\$ -	\$ 538,836,502	\$ 538,783,308	0.5695	50%	\$ 1,504,100	\$ 16,650,277
19	2040	0.00%	\$ -	\$ 538,836,502	\$ 538,783,308	0.5695	50%	\$ 1,534,185	\$ 18,184,462
20	2041	0.00%	\$ -	\$ 538,836,502	\$ 538,783,308	0.5695	50%	\$ 1,534,185	\$ 19,718,648
21	2042	2.0%	\$ -	\$ 549,613,232	\$ 549,560,038	0.5695	50%	\$ 1,534,185	\$ 21,252,833
22	2043	2.0%	\$ -	\$ 560,605,496	\$ 560,552,302	0.5695	50%	\$ 1,564,872	\$ 22,817,706
23	2044	2.0%	\$ -	\$ 571,817,606	\$ 571,764,412	0.5695	50%	\$ 1,596,173	\$ 24,413,878
24	2045	2.0%	\$ -	\$ 583,253,959	\$ 583,200,765	0.5695	50%	\$ 1,628,099	\$ 26,041,977
25	2046	2.0%	\$ -	\$ 594,919,038	\$ 594,865,844	0.5695	50%	\$ 1,660,664	\$ 27,702,642
26	2047	2.0%	\$ -	\$ 606,817,418	\$ 606,764,224	0.5695	50%	\$ 1,693,880	\$ 29,396,522
27	2048	2.0%	\$ -	\$ 618,953,767	\$ 618,900,573	0.5695	50%	\$ 1,727,761	\$ 31,124,283
28	2049	2.0%	\$ -	\$ 631,332,842	\$ 631,279,648	0.5695	50%	\$ 1,762,319	\$ 32,886,603
29	2050	0.0%	\$ -	\$ 631,332,842	\$ 631,279,648	0.5695	50%	\$ 1,797,569	\$ 34,684,171
30	2051	0.0%	\$ -	\$ 631,332,842	\$ 631,279,648	0.5695	50%	\$ 1,797,569	\$ 36,481,740
31	2052	2.0%	\$ -	\$ 643,959,499	\$ 643,906,305	0.5695	50%	\$ 1,797,569	\$ 38,279,309
32	2053	2.0%	\$ -	\$ 656,838,689	\$ 656,785,495	0.5695	50%	\$ 1,833,523	\$ 40,112,832
33	2054	2.0%	\$ -	\$ 669,975,463	\$ 669,922,269	0.5695	50%	\$ 1,870,197	\$ 41,983,029
34	2055	2.0%	\$ -	\$ 683,374,972	\$ 683,321,778	0.5695	50%	\$ 1,907,604	\$ 43,890,633
35	2056	2.0%	\$ -	\$ 697,042,471	\$ 696,989,277	0.5695	50%	\$ 1,945,759	\$ 45,836,391
36	2057	2.0%	\$ -	\$ 710,983,321	\$ 710,930,127	0.5695	50%	\$ 1,984,677	\$ 47,821,068
			\$ 440,213,195			\$ 47,821,068			

Assumptions

Base Taxable Value	\$ 53,194
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EXHIBIT F – MAP OF THE PUBLIC IMPROVEMENTS



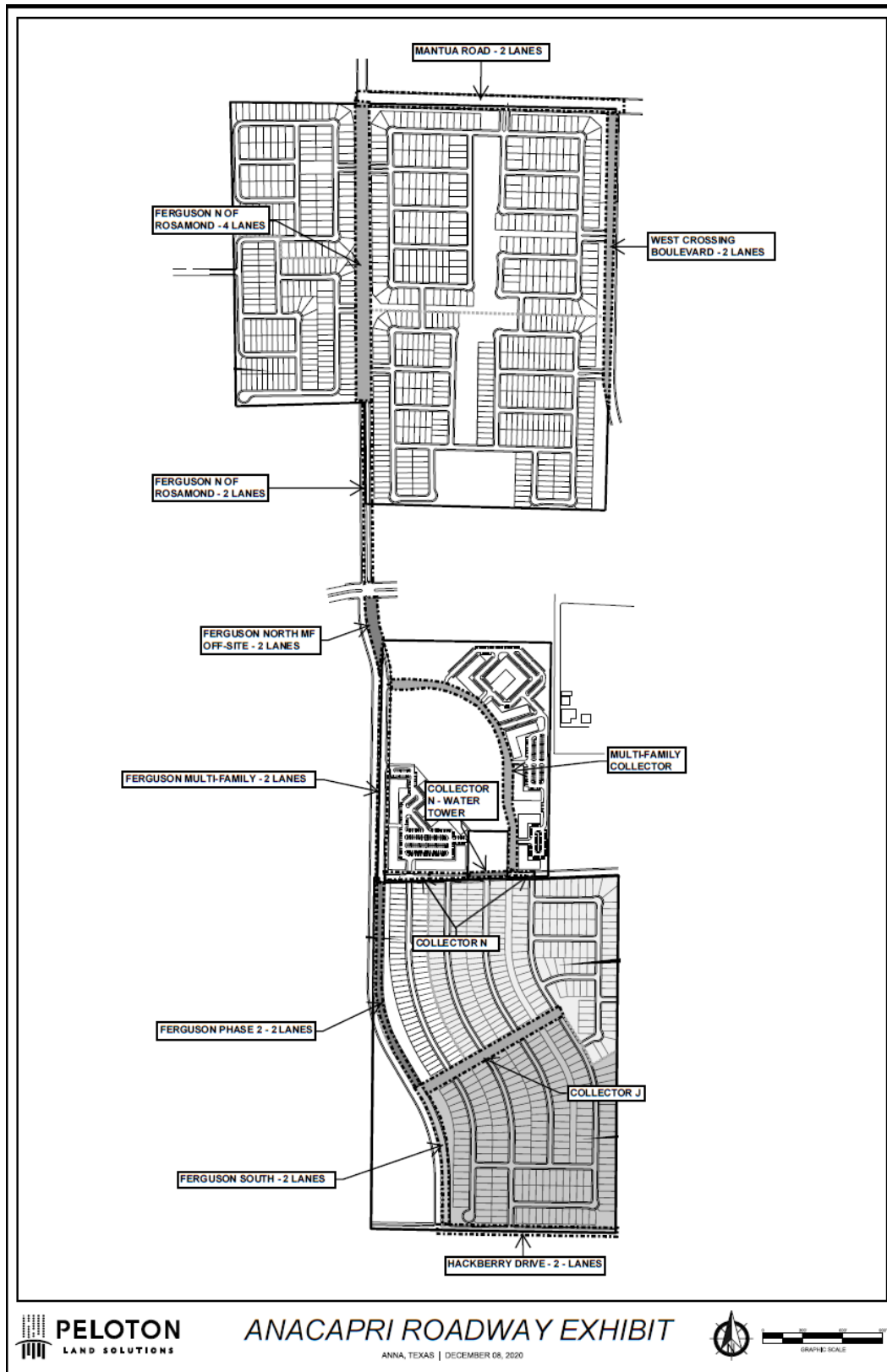


EXHIBIT G – PROPOSED USES OF THE PROPERTY

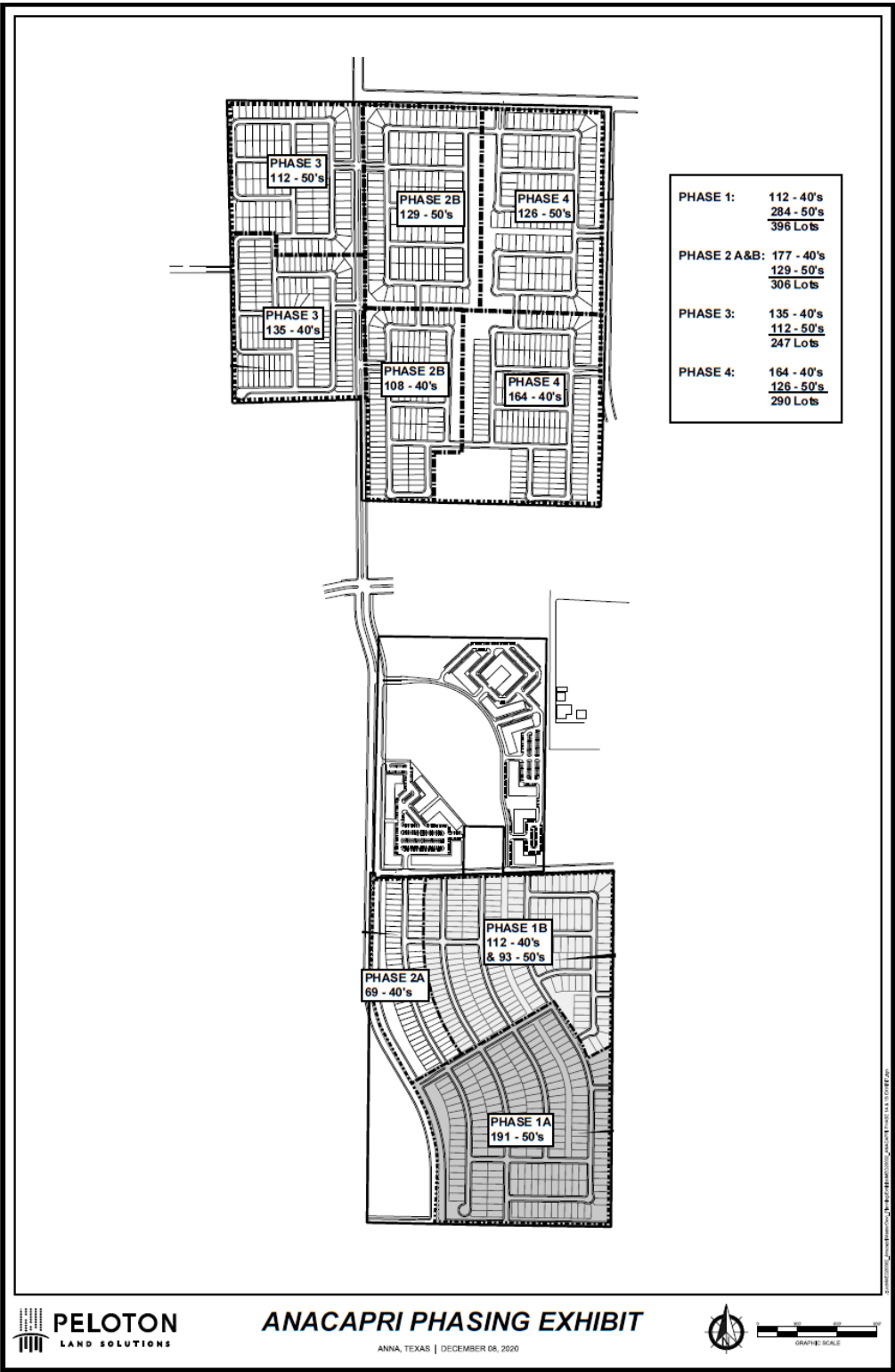


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Legal Description
1011915	ABS A0786 S E ROBERTS SURVEY, TRACT 1, 27.392 ACRES
1013708	ABS A0997 ELI W WITT SURVEY, TRACT 1, 50. ACRES
2759616	ABS A0786 S E ROBERTS SURVEY, TRACT 2, 45.468 ACRES
2759795	ABS A0786 S E ROBERTS SURVEY, TRACT 3, 84.00 ACRES
2770352	ABS A0288 F T DAFFAU SURVEY, TRACT 1, 111.666 ACRES



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on approving an Ordinance designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Five, City of Anna, Texas; describing the boundaries of the Zone; creating a Board of Directors for the Zone; and appointing members to the Board. (Director of Economic Development Joey Grisham)

SUMMARY:

As a part of the Development Agreement with Megatel, the city of Anna agreed to create TIRZ Districts for the Anacapri Project. TIRZ #5 covers the commercial and multifamily portion of the project that accounts for approximately 52.17 acres. The term of the TIRZ is 30 years unless otherwise terminated in accordance with the creation ordinance, with the city of Anna contributing 70% of its incremental property tax revenue to the TIRZ fund. P3 Works created a Preliminary Project and Financing Plan (attached) that is required under Chapter 311 of the Texas Tax Code. The buildout value is estimated around \$90.3 million although staff believes it will be higher.

FINANCIAL IMPACT:

The estimated amount of the city's contribution to the TIRZ fund over the 30-year period is \$12.9 million.

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:

Hold a Public Hearing, approve the ordinance, and create and appoint a Board of Directors.

ATTACHMENTS:

1. CITY OF ANNA

2. 2021-11-30_ANN_TIRZ No. 5_PreliminaryPFP_v1.3

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FIVE, CITY OF ANNA, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number Five, City of Anna, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the approximately 52.17 acres described and depicted on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper of general circulation within the County, on December 6, 2021, which date is not later than the seventh (7th) day before the public hearing held on December 14, 2021; and

WHEREAS, at the public hearing on December 14, 2021, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not

limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

- (i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
- (ii) the reinvestment zone, as shown in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone does not exceed fifty percent

(50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Five, City of Anna, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of nine members. Seven members shall be appointed by the City Council to Places 1,2,3,4, 5, 6, and 7. Place 8 shall be appointed by the Commissioners Court of Collin County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires December 31, 2024)
Place 2	Council Place 1	(term expires December 31, 2024)
Place 3	Council Place 2	(term expires December 31, 2022)
Place 4	Council Place 3	(term expires December 31, 2023)
Place 5	Council Place 4	(term expires December 31, 2022)
Place 6	Council Place 5	(term expires December 31, 2023)
Place 7	Council Place 6	(term expires December 31, 2022)

Place 8 shall be appointed by the County for a term that expires December 31, 2023.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the **TIRZ FUND** established pursuant to Section 6 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2051 (with final year's tax to be collected by September 30, 2052), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City and the County, shall have no obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "tax increment base" for purposes of calculating the **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, and means the total appraised value of all real property in the Zone that is taxable by the City and the County, respectively, as of January 1, 2021.

SECTION 6. CAPTURED APPRAISED VALUE. The "captured appraised value" for purposes of calculating the annual **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary

and convenient to carry out the purposes of the Act. The **CITY TAX INCREMENT** and **COUNTY TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

Clark H. McCoy, Jr., City Attorney

EXHIBIT A

PRELIMINARY PROJECT AND FINANCE PLAN

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REINVESTMENT ZONE NUMBER FIVE,
CITY OF ANNA, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
DECEMBER 14, 2021

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Anna, Texas, a Texas home-rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, or (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone to be known as “*Reinvestment Zone Number Five, City of Anna, Texas*” (the “Zone”) that includes approximately 52.17 acres of land as identified on **Exhibit H** and depicted on **Exhibit A** (the “Property”). The

Property is owned by AnaCapri Laguna Azure LLC, a Wyoming limited liability company (the “Developer”). The Property is currently zoned Planned Development – Residential. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and Collin County, (the “County”), a quality master planned commercial development.

1.4 Preliminary Plan and Hearing

Before the City Council adopts the ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property will be given a reasonable opportunity to protest the inclusion of their Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan dated December 14, 2021 (the “Preliminary Plan”), the purpose of which is to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Property is primarily open and undeveloped and meets the eligibility requirements of the Act. Among other provisions required by the Act, the ordinance creating the Zone will appoint a Board of Directors for the Zone (the “Board”).

1.6 Board Recommendations

After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council a *“Reinvestment Zone Number Five, City of Anna, Texas, Final Project and Finance Plan”* (the *“Final Plan”*), and an agreement between the Developer, Board, and City (the *“TIRZ Agreement”*) pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the *“Tax Increment”*) into a tax increment fund created by the City and segregated from all other funds of the City (the *“TIRZ Fund”*) to pay to the Developer or its assigns, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of the Final Plan, the TIRZ Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the corporate limits of the City and is zoned planned development residential, in accordance with the City’s zoning ordinance. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone is shown on **Exhibit A**.

2.2 Proposed Uses

The proposed uses of the Property are expected to consist of multi-family, and commercial, as shown on **Exhibit G**.

2.3 Parcel Identification.

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately \$72.2 million.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include streets, water, sewer, storm drainage, open space, parks and landscaping, professional services, and Economic Development Grants (hereinafter defined) (the "Public Improvements"), as depicted in **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit F**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs and the cost of administering the Zone, are estimated to be \$2.9 million (the “Project Costs”), as shown on **Exhibit E**.

7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements (the “Public Improvement Costs”) within the Zone are \$2.5 million, as shown on **Exhibit E**.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to begin in 2022 and escalate at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred between 2023 and 2025, as shown on **Exhibit D**.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the “Feasibility Study”). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on **Table 1** below, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$19.6 million in total new real property tax revenue, and \$12.9 million will be contributed to the TIRZ Fund. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

Table 1

Entity	Gross New AV Revenue	TIRZ Fund Contribution	Net New AV Revenue
City	\$ 19,656,040	\$ 12,994,940	\$ 6,661,100

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Current Appraised Value

The current total appraised value of taxable real property in the Zone is \$1,472,950, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property and shall be confirmed by the Collin County Appraisal District in accordance with Section 311.012(c) of the Act.

10.2 Estimated Captured Appraised Value

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$147 million, as shown on **Exhibit F**. The actual Captured Appraised Value, as certified by the Collin County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

The Developer has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to seventy percent (70%) of the Captured Appraised Value in the Zone levied

and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the City tax rate is \$0.5695 per \$100 of assessed value, therefore the City will contribute \$0.39865 per \$100 of the Captured Appraised Value in the Zone levied and collected.

Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to fund the Public Improvements. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan and the TIRZ Agreement. The City may amend the Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue until December 31, 2051, with the last payment due by January 31, 2052 unless otherwise terminated in accordance with the ordinance creating the Zone.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs are fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been fully funded, the City, shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Map of the Public Improvements
Exhibit G	Map of the Uses of the Property
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

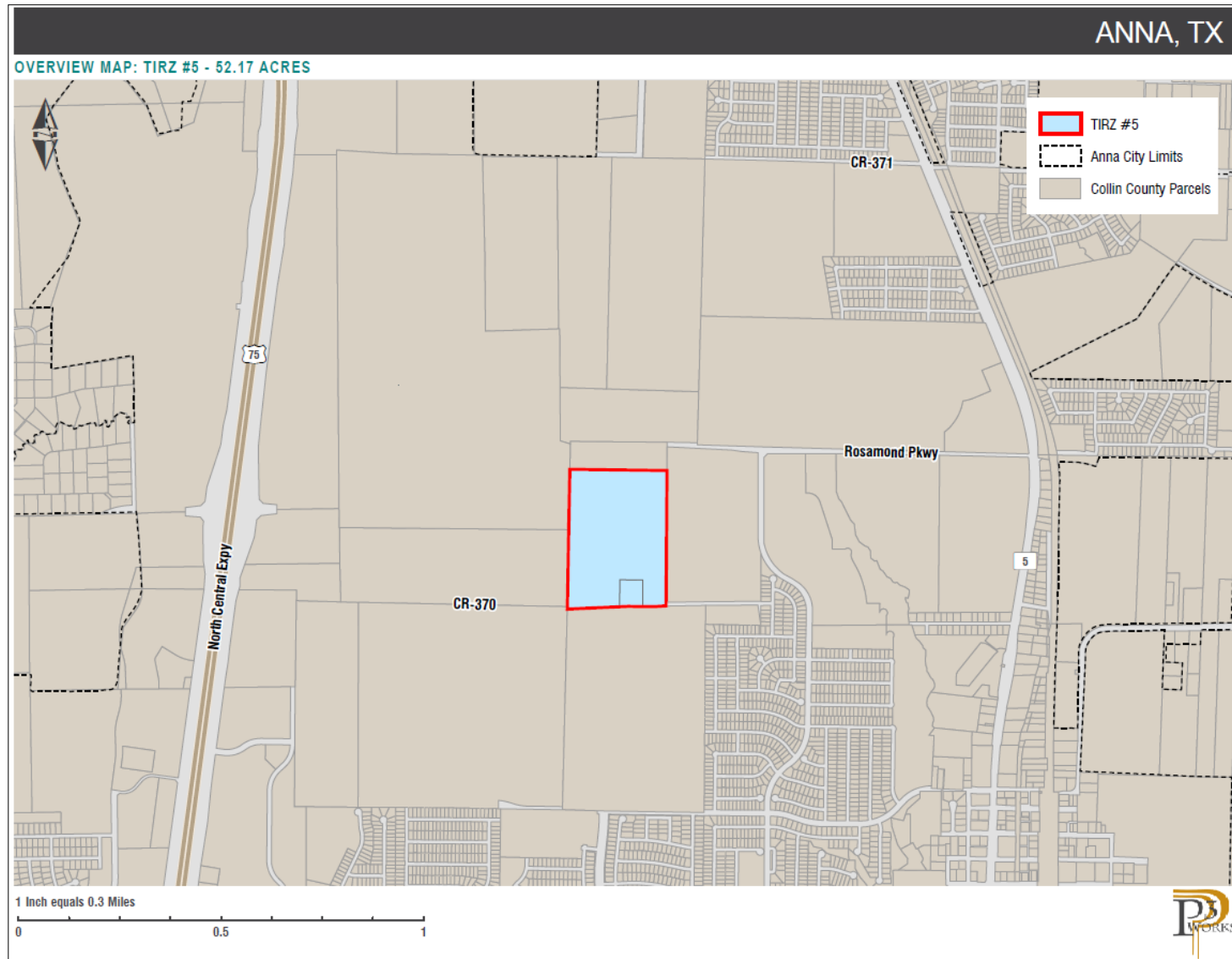


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Five, City of Anna Non-Project Costs						
Land Use	Unit/Square Footage	Lot Value		Buildout Value		Non-Project Costs
		Per Unit	Total	Per Unit	Total	
Multi Family	600	\$ 28,000	\$ 16,800,000	\$ 140,000	\$ 84,000,000	\$ 67,200,000
Commercial	25,000	\$ 50	\$ 1,250,000	\$ 250	\$ 6,250,000	\$ 5,000,000
Total		\$ 18,050,000		\$ 90,250,000		\$ 72,200,000

(1) Multifamily is calculated per unit, commercial is calculated per square foot.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number Five, City of Anna Project Costs		
Project Costs		
Public Improvements ¹		
Street	\$	994,874
Water	\$	103,145
Sanitary Sewer	\$	153,927
Storm Drainage	\$	248,796
Open Space, Parks, and Landscaping	\$	615,568
Soft Costs	\$	431,860
Public Improvements Subtotal	\$	2,548,170
<i>Administrative Costs</i>	<i>\$</i>	<i>405,681</i>
Total Project Costs	\$	2,953,851

(1) Currently estimate, subject to be finalized with Final Plan.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number Five, City of Anna Timeline to Incur Costs					
Zone Term	Calendar Year	Soft Costs	Hard Costs	Project Costs	
				Annual	Cumulative
Base	2021	-	-	-	-
1	2022	-	-	-	-
2	2023	227,684	1,115,753	1,343,437	1,343,437
3	2024	101,077	495,325	596,402	1,939,839
4	2025	103,099	505,232	608,331	2,548,170
5	2026	-	-	-	2,548,170
		431,860.31	2,116,310	2,548,170	
(1) Does not include Administrative Costs which shall be incurred annually. (2) Shown for illustrative purposes only, and subject to change.					

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Five, City of Anna, Texas Feasibility Study

Zone Term	Year	Growth/ Year ¹	New Assessed		Incremental Value	City TIRZ Fund Contribution			
			Value	Net Taxable Value		Rate	%	Annual	Cumulative
Base	2021	0%	-	1,472,950	-	0.5695	70%	-	-
1	2022	2.0%	-	1,502,409	29,459	0.5695	70%	-	-
2	2023	2.0%	50,199,300	51,731,757	50,258,807	0.5695	70%	117	117
3	2024	2.0%	22,285,368	75,051,760	73,578,810	0.5695	70%	200,357	200,474
4	2025	2.0%	22,731,075	99,283,871	97,810,921	0.5695	70%	293,322	493,796
5	2026	2.0%	-	101,269,548	99,796,598	0.5695	70%	389,923	883,719
6	2027	2.0%	-	103,294,939	101,821,989	0.5695	70%	397,839	1,281,558
7	2028	2.0%	-	105,360,838	103,887,888	0.5695	70%	405,913	1,687,472
8	2029	2.0%	-	107,468,055	105,995,105	0.5695	70%	414,149	2,101,621
9	2030	0.0%	-	107,468,055	105,995,105	0.5695	70%	422,549	2,524,170
10	2031	0.0%	-	107,468,055	105,995,105	0.5695	70%	422,549	2,946,720
11	2032	2.0%	-	109,617,416	108,144,466	0.5695	70%	422,549	3,369,269
12	2033	2.0%	-	111,809,764	110,336,814	0.5695	70%	431,118	3,800,387
13	2034	2.0%	-	114,045,960	112,573,010	0.5695	70%	439,858	4,240,245
14	2035	2.0%	-	116,326,879	114,853,929	0.5695	70%	448,772	4,689,017
15	2036	2.0%	-	118,653,416	117,180,466	0.5695	70%	457,865	5,146,882
16	2037	2.0%	-	121,026,485	119,553,535	0.5695	70%	467,140	5,614,022
17	2038	2.0%	-	123,447,014	121,974,064	0.5695	70%	476,600	6,090,623
18	2039	2.0%	-	125,915,955	124,443,005	0.5695	70%	486,250	6,576,872
19	2040	0.0%	-	125,915,955	124,443,005	0.5695	70%	496,092	7,072,964
20	2041	0.0%	-	125,915,955	124,443,005	0.5695	70%	496,092	7,569,056
21	2042	2.0%	-	128,434,274	126,961,324	0.5695	70%	496,092	8,065,148
22	2043	2.0%	-	131,002,959	129,530,009	0.5695	70%	506,131	8,571,280
23	2044	2.0%	-	133,623,018	132,150,068	0.5695	70%	516,371	9,087,651
24	2045	2.0%	-	136,295,479	134,822,529	0.5695	70%	526,816	9,614,467
25	2046	2.0%	-	139,021,388	137,548,438	0.5695	70%	537,470	10,151,937
26	2047	2.0%	-	141,801,816	140,328,866	0.5695	70%	548,337	10,700,274
27	2048	2.0%	-	144,637,852	143,164,902	0.5695	70%	559,421	11,259,695
28	2049	2.0%	-	147,530,609	146,057,659	0.5695	70%	570,727	11,830,422
29	2050	0.0%	-	147,530,609	146,057,659	0.5695	70%	582,259	12,412,681
30	2051	0.0%	-	147,530,609	146,057,659	0.5695	70%	582,259	12,994,940

95,215,743

12,994,940

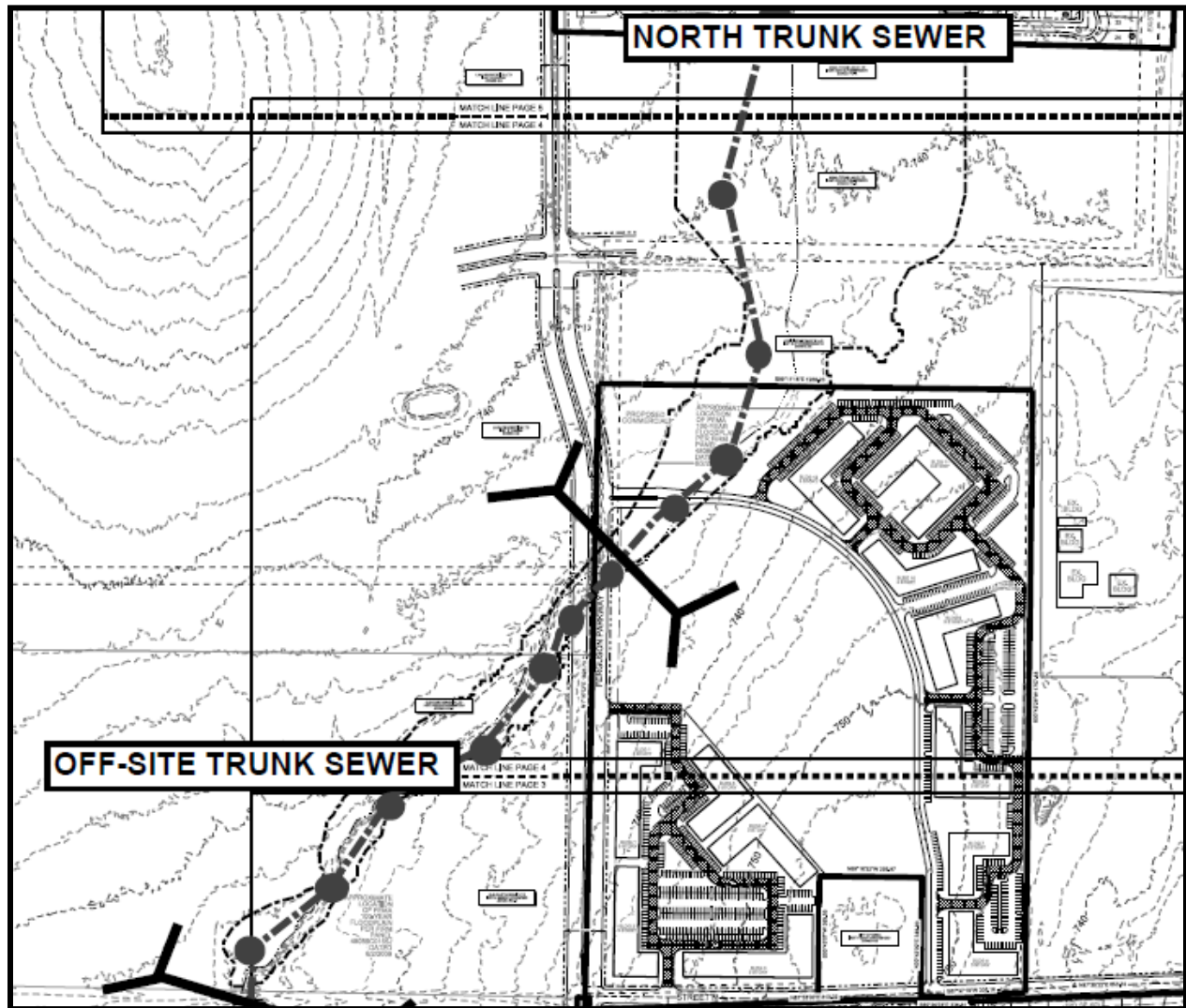
Assumptions

Base Taxable Value: 1,472,950

Footnotes:

(1) Values increased at 2% annually, with two years of no growth each decade to simulate an economic downturn.
(2) As provided by the Developer on 10/23/2021.

EXHIBIT F – MAP OF THE PUBLIC IMPROVEMENTS



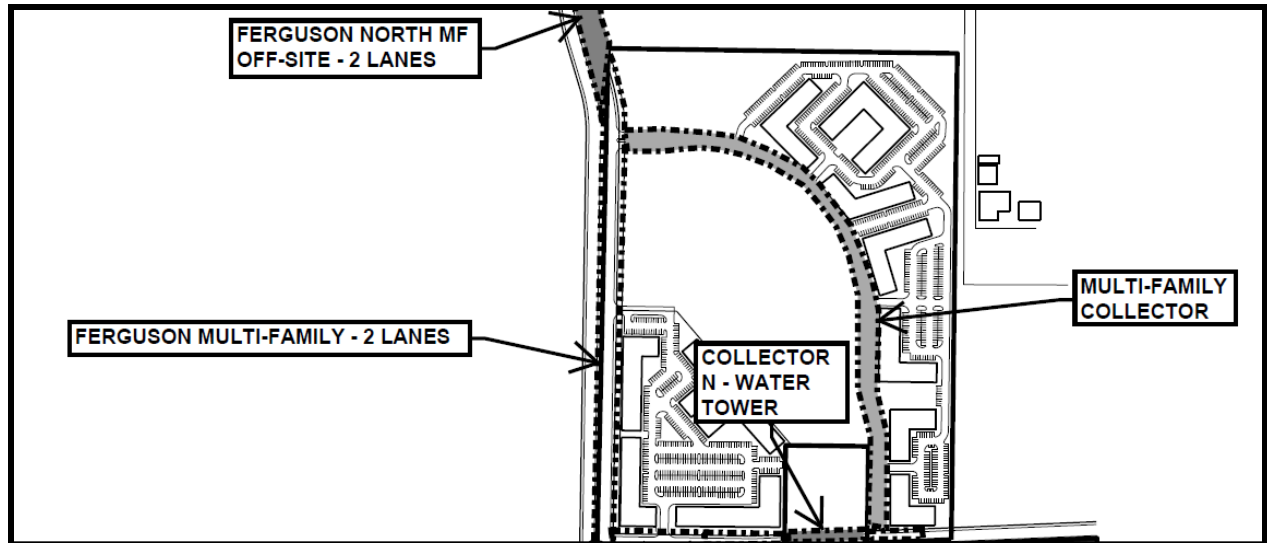


EXHIBIT G – PROPOSED USES OF THE PROPERTY

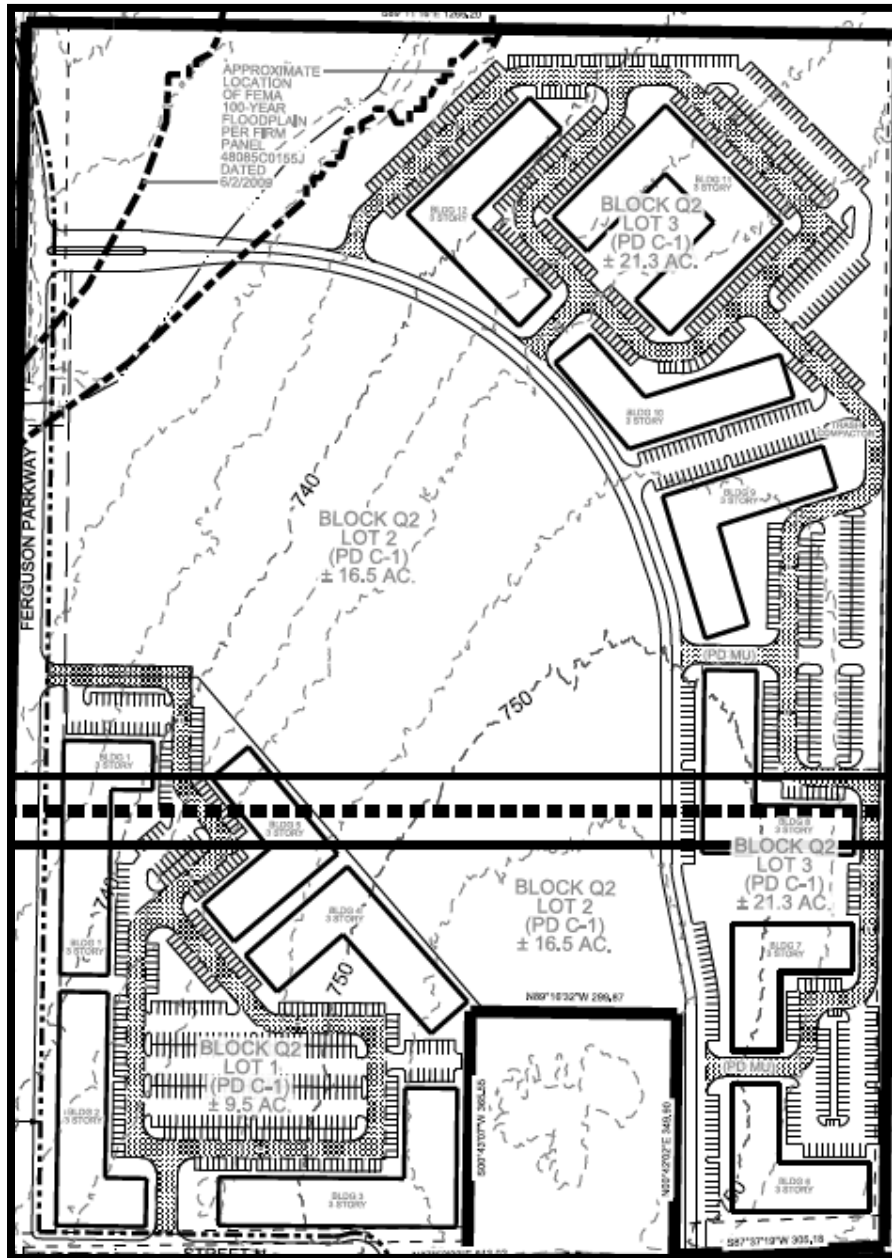


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Legal Description
2112108	ABS A0649 MARTIN MOORE SURVEY, TRACT 4, 2.46 ACRES; EXEMPT AS OF 7/14/00
2767041	ABS A0649 MARTIN MOORE SURVEY, TRACT 5, 50.00 ACRES
Total	



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on approving an Ordinance designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Anna, Texas; describing the boundaries of the Zone; creating a Board of Directors for the Zone; and appointing members to the Board. (Director of Economic Development Joey Grisham)

SUMMARY:

With the goal of developing a vibrant Downtown Anna, the Anna Strategic Plan identified the creation of a Downtown TIRZ to make that goal a reality. With the adoption of the Downtown Master Plan earlier this year, staff believes now is the time to create a TIRZ. Petty and Associates created a comprehensive feasibility and Project and Financing Plan that identifies potential projects and costs. TIRZ #6 includes approximately 1,346 acres, with the city contributing 50% of incremental property tax revenue to the TIRZ fund for 30 years. We also anticipate Collin County participating in the TIRZ. Staff believes creating the district will help revitalize Downtown Anna and achieve the Council's goal of a vibrant Downtown Anna. TIRZ funds will be used for streets/parking, utility/drainage, parks/trails, signage/lighting, and economic development grants.

FINANCIAL IMPACT:

The estimated city contribution to the TIRZ fund over 30 years is \$27.5 million with the Collin County portion being \$8.1 million should they participate at 50%.

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:

Hold a Public Hearing, approve the ordinance, and create and appoint a Board of Directors.

ATTACHMENTS:

1. CITY OF ANNA TIRZ # 6 Creation Ordinance
2. 2021-12-02_ANN_TIRZ_6_PPFP_v1.2

APPROVALS:

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

Created/Initiated - 12/8/2021
Approved - 12/8/2021
Final Approval - 12/10/2021

CITY OF ANNA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SIX, CITY OF ANNA, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number Six, City of Anna, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the approximately 1,345.63 acres described and depicted on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper of general circulation within the County, on December 6, 2021, which date is not later than the seventh (7th) day before the public hearing held on December 14, 2021; and

WHEREAS, at the public hearing on December 14, 2021, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not

limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

- (i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
- (ii) the reinvestment zone, as shown in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone does not exceed fifty percent

(50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Six, City of Anna, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of nine members. Seven members shall be appointed by the City Council to Places 1,2,3,4, 5, 6, and 7. Place 8 shall be appointed by the Commissioners Court of Collin County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires December 31, 2024)
Place 2	Council Place 1	(term expires December 31, 2024)
Place 3	Council Place 2	(term expires December 31, 2022)
Place 4	Council Place 3	(term expires December 31, 2023)
Place 5	Council Place 4	(term expires December 31, 2022)
Place 6	Council Place 5	(term expires December 31, 2023)
Place 7	Council Place 6	(term expires December 31, 2022)

Place 8 shall be appointed by the County for a term that expires December 31, 2023.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the **TIRZ FUND** established pursuant to Section 6 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2051 (with final year's tax to be collected by September 30, 2052), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City and the County, shall have no obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "tax increment base" for purposes of calculating the **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, and means the total appraised value of all real property in the Zone that is taxable by the City and the County, respectively, as of January 1, 2021.

SECTION 6. CAPTURED APPRAISED VALUE. The "captured appraised value" for purposes of calculating the annual **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary

and convenient to carry out the purposes of the Act. The **CITY TAX INCREMENT** and **COUNTY TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

Clark H. McCoy, Jr., City Attorney

EXHIBIT A

PRELIMINARY PROJECT AND FINANCE PLAN

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*REINVESTMENT ZONE NUMBER SIX,
CITY OF ANNA, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN*

(the "Preliminary Plan")

December 14, 2021

PETTY
& ASSOCIATES

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Section 1: Introduction

1.1 Authority and Purpose.

The City of Anna, Texas, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements.

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, or (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City. As shown on **Table 1** below, the Zone (hereinafter defined) is compliant with the Act.

Table 1

	The Zone	Statutory Maximum
Residential % of TIRZ	17.93%	30%
% of City's Taxable Value	7.25%	50%

1.3 The Proposed Zone.

The City is considering the creation of a tax increment reinvestment zone to be known as "*Reinvestment Zone Number Six, City of Anna, Texas*" (the "Zone") that will include approximately 1,345.63 acres which parcels are depicted on **Exhibit A** and identified on **Exhibit G** (the "Property"). The Property is currently zoned Planned Development, Restricted Commercial, Single-Family, Central Business Redevelopment District, Multiple Family Residential – Low Density, Manufactured Home Park District, Light Industrial District, Agricultural District, Two-Family Residential, and General Commercial. The Property has some undeveloped areas, and due to its size, location, and physical characteristics, redevelopment will not occur solely through private investment in the foreseeable future. Other portions of the Property substantially impair and arrest the sound growth of the City as it is predominately unproductive or underdeveloped due to factors such as the aging of public infrastructure and the need for economic incentives to attract redevelopment to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Collin County, Texas (the "County"), and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, and to all of the region quality developments.

1.4 Preliminary Plan; Hearing.

Before the City may adopt an ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons may speak for or against the creation of the proposed Zone, the boundaries of the proposed Zone, and the concept of tax increment financing, and at which hearing the owners of the Property are given a reasonable opportunity to protest the inclusion of their property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A more detailed description of how such public works, improvements, programs, and projects will be undertaken and financed will be determined by the Final Plan (hereinafter defined), which require approval by the TIRZ Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone.

Upon the closing of the above-referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone (the "Creation Ordinance") if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, (3) that

improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Property is primarily open and undeveloped and meets the eligibility requirements of the Act. Among other provisions required by the Act, the Creation Ordinance will appoint a Board of Directors for the Zone (the "TIRZ Board").

1.6 TIRZ Board Recommendations.

After the creation of the Zone, the TIRZ Board will review and recommend to the City Council (1) a *Reinvestment Zone Number Six, City of Anna, Texas, Final Project and Finance Plan* (as amended from time to time, the "Final Plan"), pursuant to which the City will contribute a portion of its ad valorem tax increment (the "City Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone; and (2) a "County Participation Agreement" between the City and the County pursuant to which the County will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "County Tax Increment") into the TIRZ Fund to pay such costs.

1.7 Council Action.

The City Council will take into consideration the recommendations of the TIRZ Board, and will consider approval of the Final Plan, and the County Participation Agreement, as appropriate. If the County Participation Agreement is approved, the City Council will authorize and direct its execution when the agreement has been approved by the County.

Section 2: Descriptions and Maps

2.1 Existing Uses and Conditions.

The Property is currently located in the corporate limits and extraterritorial jurisdiction of the City and is zoned Planned Development, Restricted Commercial, Single-Family, Central Business Redevelopment District, Multiple Family Residential – Low Density, Manufactured Home Park District, Light Industrial District, Agricultural District, Two-Family Residential, and General Commercial. The Property is underdeveloped, and there is limited and aging public infrastructure to support future development. Development will require more public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone are shown on **Exhibit A**.

2.2 Proposed Uses.

A map of the Property and proposed uses of the Property are shown on **Exhibit B**.

2.3 Parcel Identification.

The parcels identified on **Exhibit G** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

Section 3: Proposed Changes to Ordinances, Plans, Codes, Rules, and Regulations

The Property is wholly located in the corporate limits and extraterritorial jurisdiction of the City and is or shall be subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property, and the design, construction, installation, related to inspection of water, sewer, drainage, roadway, and other public infrastructure.

Section 4: Relocation of Displaced Persons

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

Section 5: Estimated Non-Project Costs

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs includes developer-initiated land assembly within the Zone for private development and property owner initiatives on private property improvements. Non-project costs cannot be accurately detailed at this point in the Zone term, but it is hoped that private sector investment within the Zone will lead to a valuation that will be at least three times the cost of improvements within the Zone.

Section 6: Proposed Public Improvements

6.1 Categories of Public Improvements.

The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed by the Zone are as follows: street improvements, right of way acquisition, parking and transportation improvements, water improvements, sanitary sewer improvements, storm drainage improvements, parks and open space improvements, trail improvements, and Economic Development Grants. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements.

The estimated locations of the proposed Public Improvements are shown and described on **Exhibit C**. These locations are provided for informational purposes only and may be revised from time to time without amending the Final Plan.

6.3 Economic Development Grants

The Zone is authorized to provide economic development grants at the discretion of the City Council, as set forth in one or more economic development agreement(s) pursuant to Chapter 380, Texas Local Government Code, as amended (the "Economic Development Grants").

Section 7: Estimated Project Costs

7.1 Project Costs.

The total project costs for the Zone (the "Project Costs") include the Administrative Costs (defined below) and the costs of the Public Improvements, which are estimated to be \$60.5 million in 2021 dollars, as set forth on **Exhibit D**.

7.2 Public Improvements.

The estimated costs of the Public Improvements (the "Public Improvements") within the Zone are \$60.1 million, as shown on **Exhibit D**.

7.3 Administrative Costs.

The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

7.4 Estimated Timeline of Incurred Costs.

The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit E**.

Section 9: Economic Feasibility

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone based on the feasibility study (the "Feasibility Study") attached as **Exhibit F**. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development

in the Zone) and does not take into consideration the "multiplier effect" that will result from new development that occurs outside the Zone. As illustrated in **Table 2** below, during the term of the Zone, new development that occurs in the Zone, which likely would not have occurred but for the Zone, will generate approximately \$71.2 million in total new real property tax revenue over the term of the Zone. The taxing units will benefit from new development in the Zone and retain approximately \$35.6 million as follows:

Table 2

Taxing Entity	Gross New AV Revenue	TIRZ Contribution	Net New AV Revenue
City	\$ 55,030,934	\$ 27,515,467	\$ 27,515,467
County	\$ 16,242,291	\$ 8,121,145	\$ 8,121,145
Total	\$ 71,273,225	\$ 35,636,612	\$ 35,636,612

These projections assume an annual property value inflation factor of 2%, with two years of 0% growth every ten years to simulate a market downturn.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

Section 10: Estimated Bonded Indebtedness

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

Section 11: Total Appraised Value

The total appraised value of taxable real property in the Zone at the time of creation is estimated at \$118,259,693 (the "Base Taxable Value") and shall be confirmed by the Collin County Appraisal District (the "Appraisal District"). Each year, the Appraisal District shall confirm the current taxable value of the Zone, less the Base Taxable Value (the "Captured Appraised Value"). It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone will be \$658 million in 2021 dollars.

Section 12: Estimated Captured Appraised Value Taxable by the City

The amount of the City Tax Increment for a year is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value of the Property. The

estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and shall be verified by the Appraisal District. The actual Captured Appraised Value for each year will be used to calculate annual payments by the City into the TIRZ Fund pursuant to the Final Plan. During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount that equals 50% of the City's real property taxes levied and collected that constitute the City's Tax Increment for that year.

Section 13: Estimated Captured Appraised Value Taxable by the County

The amount of the County Tax Increment for a year is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and is verified by the Appraisal District. The actual Captured Appraised Value for each year will be used to calculate annual payments by the County into the TIRZ Fund pursuant to the County Participation Agreement. During the term of the Zone, the County will deposit into the TIRZ Fund each year an amount that equals 50% of the County's real property taxes levied and collected that constitute the County Tax Increment for that year.

Section 14: Method of Financing

The City will, in the future, pay (using the TIRZ Fund) the Project Costs and will construct or cause to be constructed the Public Improvements. The City's approval of the Final Plan, and County Participation Agreement, as applicable, shall obligate the City to pay from the TIRZ Fund actual Project Costs, which shall be reviewed and approved by the City.

Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, or the County, unless otherwise approved by their respective governing bodies, and the TIRZ Fund shall only be used to pay the Project Costs.

Section 15: Duration of the Zone; Termination

The term of the Zone shall commence immediately upon passage by the City Council of an ordinance creating the Zone and shall continue until December 31, 2051, with final collection anticipated by September 30, 2052. If upon expiration of the stated term of the Zone the Project Costs have not been paid, the City, and the County shall have no obligation to pay the shortfall. The provisions of this section shall be included in the Creation Ordinance, and County

Participation Agreement, as appropriate. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

Section 16: Economic Development Program

The City Council and the TIRZ Board have determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of economic development programs that may be used to incentivize development. The economic development programs established in this Section is authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended (the “Economic Development Provision”). The Economic Development Provision provides that the TIRZ Board, subject to the approval of the City Council, may establish and provide for the administration of one or more programs as the TIRZ Board determines is necessary or convenient to implement and achieve the purposes of the Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone. This section is intended to designate an economic development program as authorized by the Economic Development Provision, (the “Economic Development Program”).

Such Economic Development Program may include, to the extent permitted by the law, programs to make grants of any lawfully available money from the TIRZ Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone. The Economic Development Program will further the public purpose of developing and diversifying the economy of the Zone. All grants that are part of the Economic Development Program described in this Section serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, County, and the region.

Section 17: List of Exhibits

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of Zone and Property
Exhibit B	Proposed Uses of the Property
Exhibit C	Locations of Public Improvements
Exhibit D	Estimated Project Costs
Exhibit E	Estimated Time When Costs are to be Incurred
Exhibit F	Feasibility Study
Exhibit G	Parcel Identification

Exhibit A – Map of Zone and Property

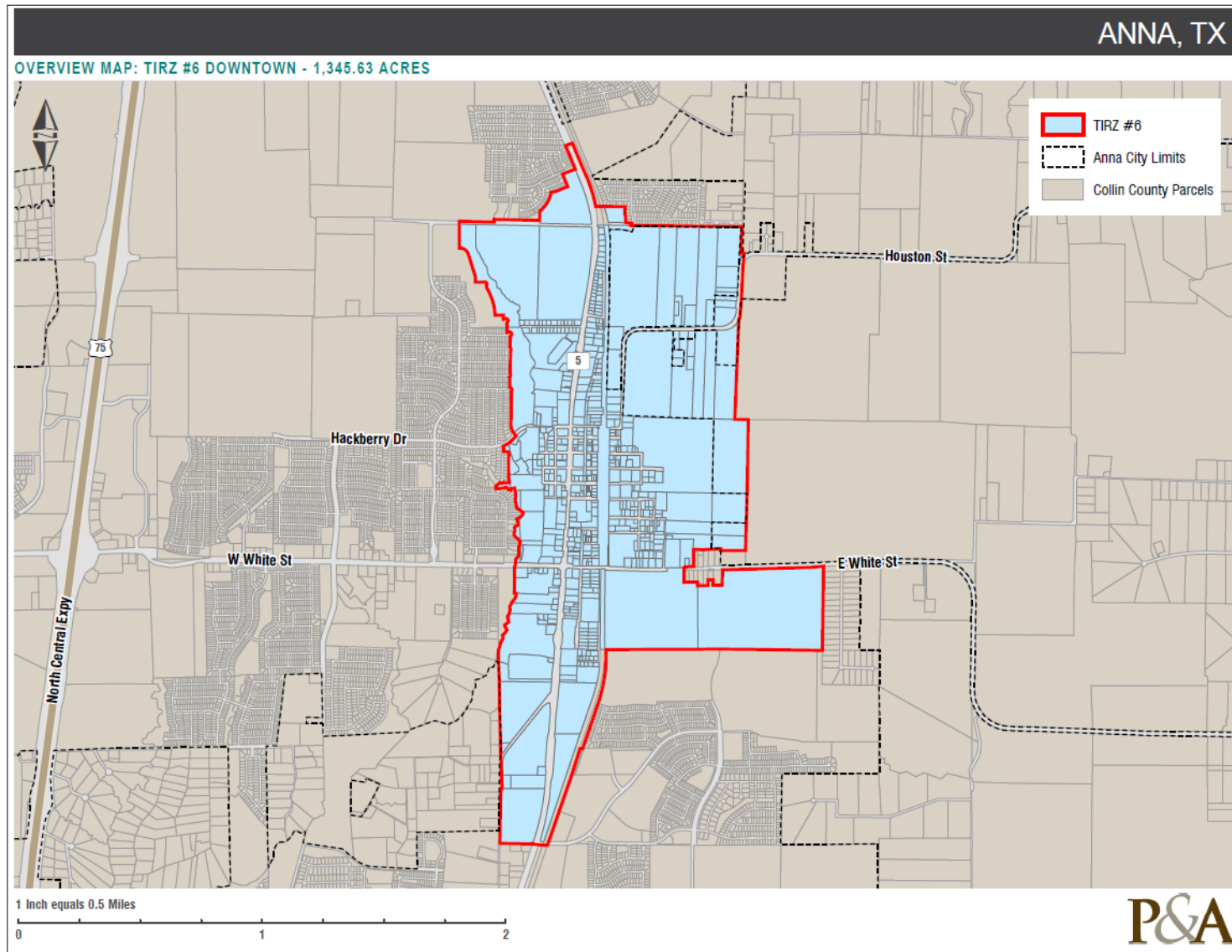
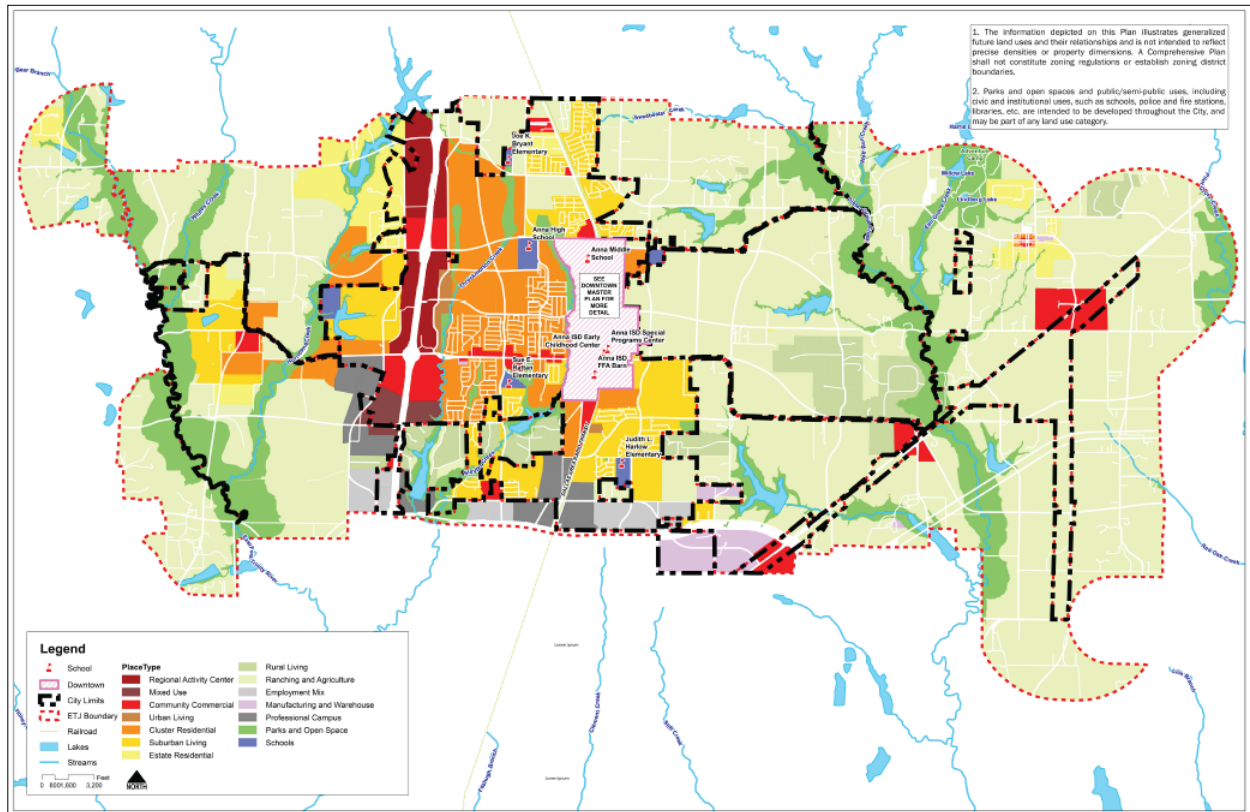


Exhibit B – Proposed Uses of the Property



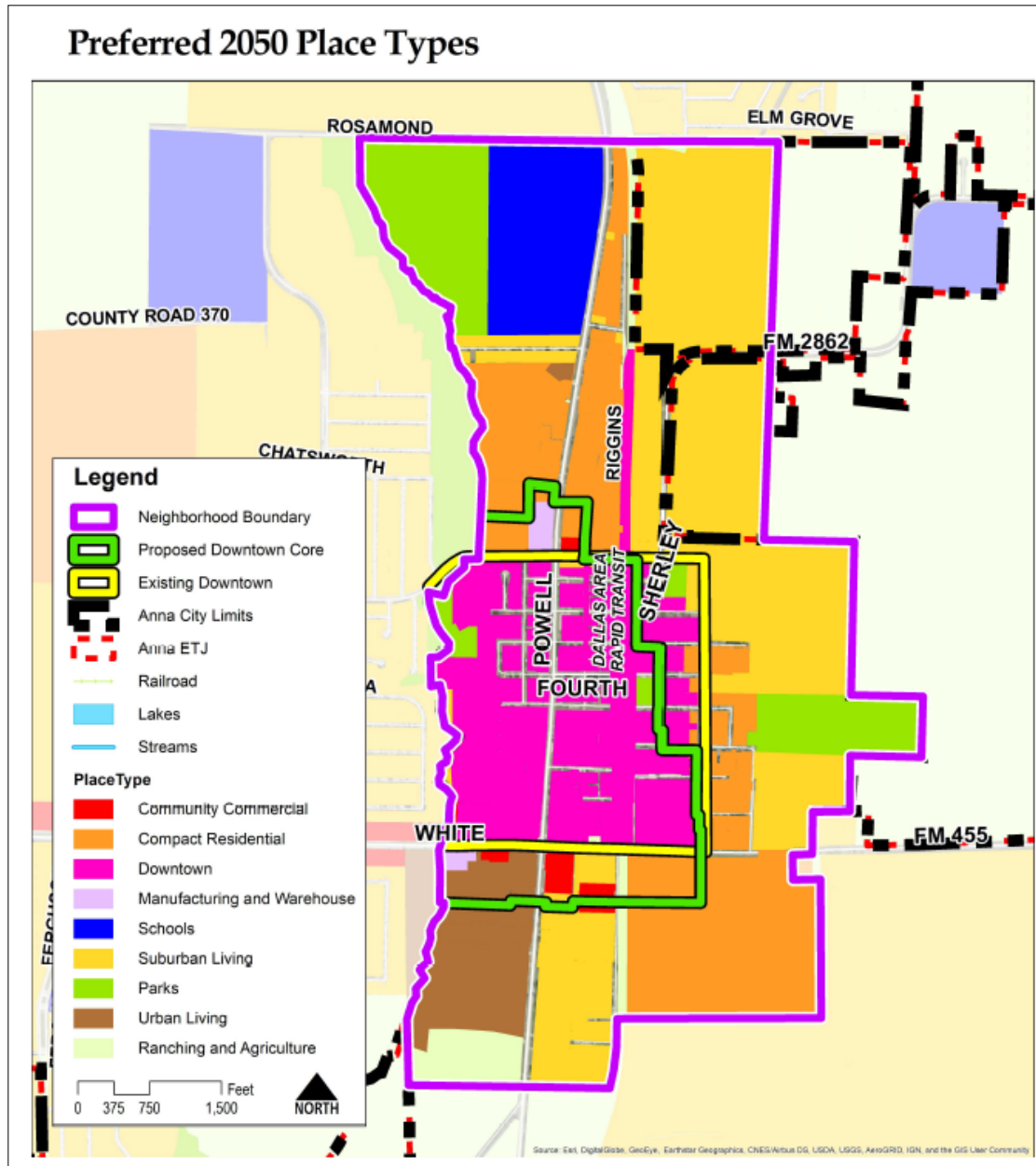
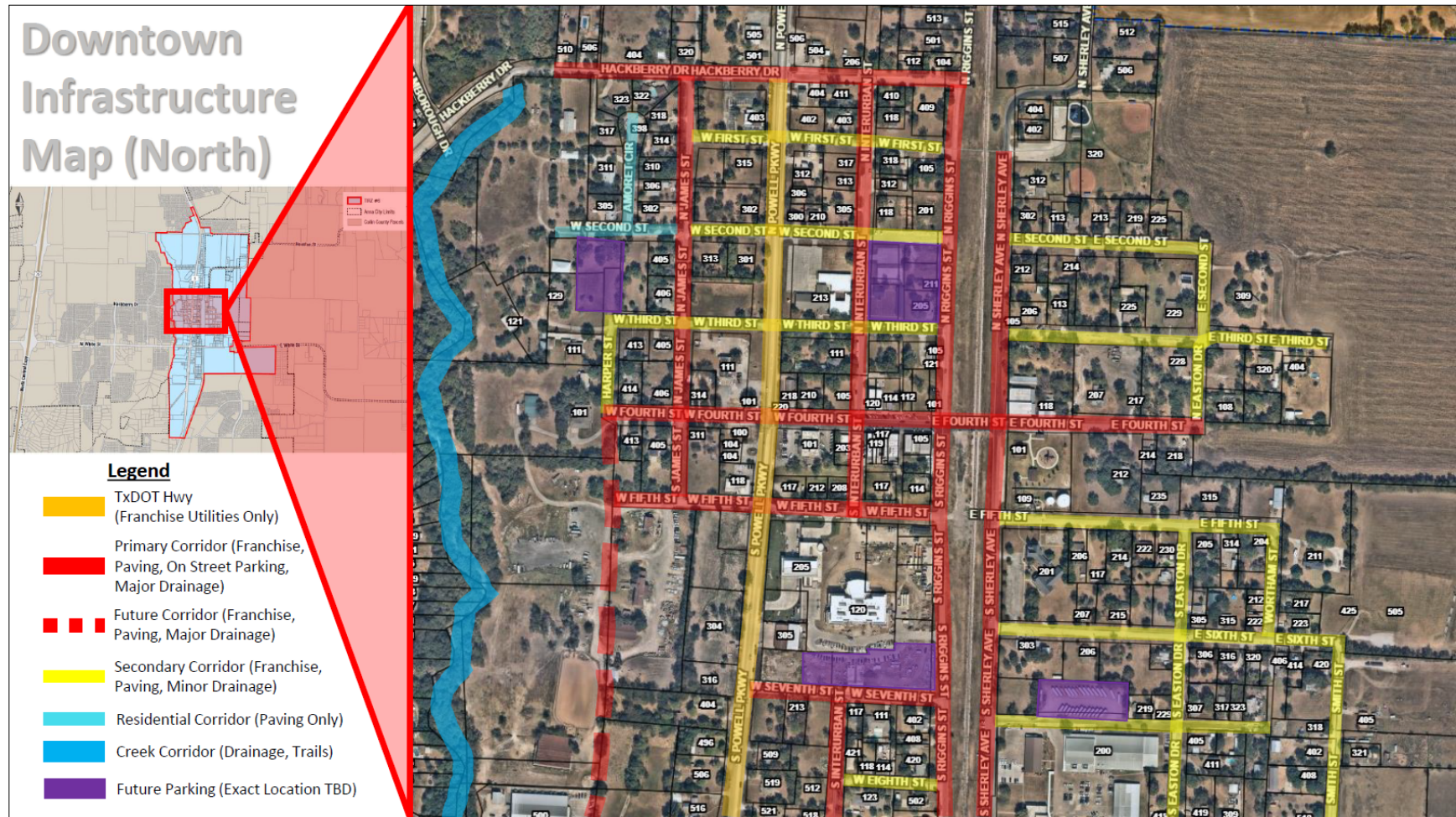
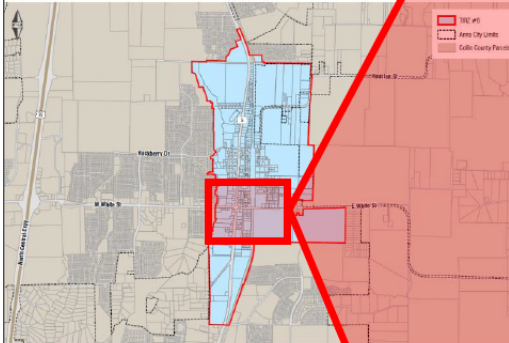


Exhibit C – Location of Public Improvements



Downtown Infrastructure Map (South)



Legend

- TxDOT Hwy
(Franchise Utilities Only)
- Primary Corridor (Franchise,
Paving, On Street Parking,
Major Drainage)
- Future Corridor (Franchise,
Paving, Major Drainage)
- Secondary Corridor (Franchise,
Paving, Minor Drainage)
- Residential Corridor (Paving Only)
- Creek Corridor (Drainage, Trails)
- Future Parking (Exact Location TBD)

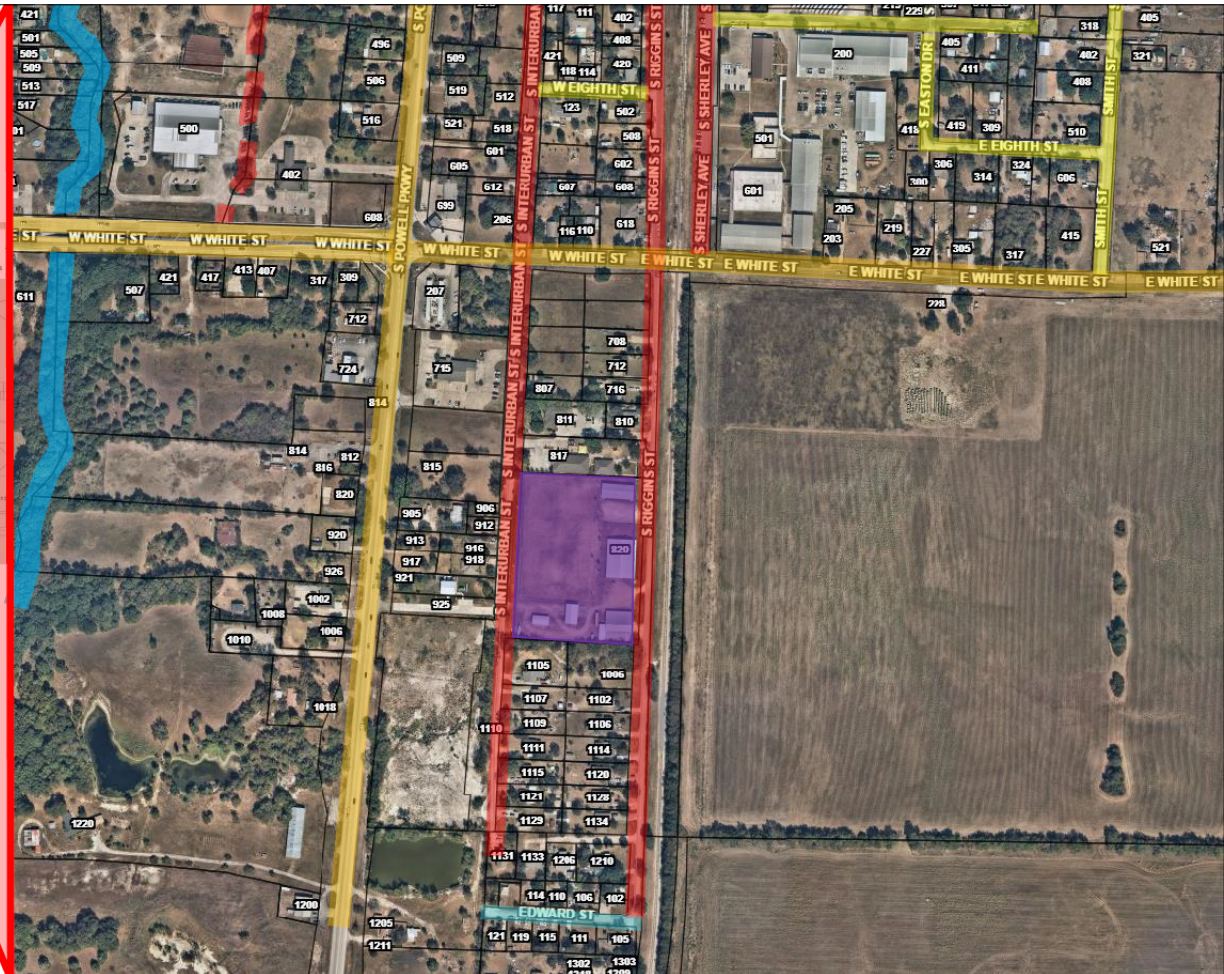


Exhibit D – Estimated Project Costs

Reinvestment Zone Number Six, City of Anna Project Costs	
Project Costs	Cost
<i>Public Improvements</i>	
Parking and Transportation	\$ 11,000,000
Streets	\$ 20,000,000
Utility/Drainage Improvements	\$ 15,000,000
Trails	\$ 1,000,000
Park Improvements	\$ 2,100,000
Open Space Improvements	\$ 5,000,000
Economic Development Grants	\$ 6,000,000
<i>Public Improvements Subtotal</i>	<i>\$ 60,100,000</i>
Administrative Costs	\$ 405,681
Total Project Costs	\$ 60,505,681

Exhibit E – Estimated Time When Costs Are to be Incurred

Reinvestment Zone Number Six, City of Anna Timeline to Incur Project Costs		
Calendar Year ¹	Total Project Costs ^{2,3}	
	Annual	Cumulative
2024	\$ 6,776,918	\$ 6,776,918
2025	\$ 7,944,347	\$ 14,721,265
2026	\$ 7,050,706	\$ 21,771,971
2027	\$ 8,223,610	\$ 29,995,581
2028	\$ 20,526,368	\$ 50,521,949
2029	\$ 9,578,051	\$ 60,100,000
	\$ 60,100,000	

(1) Timeline shown for illustrative purposes only, and is subject to change.
 (2) Does not include Administrative Costs, which shall be incurred annually for the duration of the Zone.
 (3) Economic Development Grants shall be disbursed pursuant to one or more economic development agreement(s).

Exhibit F – Feasibility Study

Reinvestment Zone Number Six City of Anna, TX Preliminary Plan Feasibility Study															
Zone Year	Calendar Year	Collection Year	Growth/ Year ¹	Added Development Value ²	Net Taxable Value	Incremental Value	City			County			TIRZ Fund Contribution		
							TIRZ Fund Contribution			TIRZ Fund Contribution					
							%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	
Base	2021	2022			\$ 118,259,693										
1	2022	2023	2%	\$ 4,847,557	\$ 125,472,444	\$ 7,212,751	50%	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -	\$ -
2	2023	2024	2%	\$ -	\$ 127,981,893	\$ 9,722,200	50%	\$ 20,538	\$ 20,538	50%	\$ 6,062	\$ 6,062	\$ 26,600	\$ 26,600	
3	2024	2025	2%	\$ 4,847,557	\$ 135,389,088	\$ 17,129,395	50%	\$ 27,684	\$ 48,222	50%	\$ 8,171	\$ 14,233	\$ 35,855	\$ 62,455	
4	2025	2026	2%	\$ 31,836,240	\$ 169,933,110	\$ 51,673,417	50%	\$ 48,776	\$ 96,998	50%	\$ 14,396	\$ 28,629	\$ 63,172	\$ 125,627	
5	2026	2027	2%	\$ 37,320,522	\$ 210,652,294	\$ 92,392,601	50%	\$ 147,140	\$ 244,138	50%	\$ 43,428	\$ 72,057	\$ 190,568	\$ 316,195	
6	2027	2028	2%	\$ 33,122,424	\$ 247,987,764	\$ 129,728,071	50%	\$ 263,088	\$ 507,226	50%	\$ 77,650	\$ 149,707	\$ 340,738	\$ 656,933	
7	2028	2029	2%	\$ 38,632,430	\$ 291,579,950	\$ 173,320,257	50%	\$ 369,401	\$ 876,627	50%	\$ 109,028	\$ 258,735	\$ 478,429	\$ 1,135,362	
8	2029	2030	2%	\$ 96,427,657	\$ 393,839,206	\$ 275,579,513	50%	\$ 493,529	\$ 1,370,156	50%	\$ 145,664	\$ 404,399	\$ 639,194	\$ 1,774,556	
9	2030	2031	0%	\$ 44,995,248	\$ 438,834,453	\$ 320,574,760	50%	\$ 784,713	\$ 2,154,869	50%	\$ 231,607	\$ 636,006	\$ 1,016,319	\$ 2,790,875	
10	2031	2032	0%	\$ -	\$ 438,834,453	\$ 320,574,760	50%	\$ 912,837	\$ 3,067,706	50%	\$ 269,422	\$ 905,428	\$ 1,182,259	\$ 3,973,134	
11	2032	2033	2%	\$ 4,847,557	\$ 452,458,700	\$ 334,199,007	50%	\$ 912,837	\$ 3,980,542	50%	\$ 269,422	\$ 1,174,851	\$ 1,182,259	\$ 5,155,393	
12	2033	2034	2%	\$ -	\$ 461,507,874	\$ 343,248,181	50%	\$ 951,632	\$ 4,932,174	50%	\$ 280,873	\$ 1,455,723	\$ 1,232,504	\$ 6,387,897	
13	2034	2035	2%	\$ 4,847,557	\$ 475,585,588	\$ 357,325,895	50%	\$ 977,399	\$ 5,909,573	50%	\$ 288,478	\$ 1,744,201	\$ 1,265,877	\$ 7,653,774	
14	2035	2036	2%	\$ -	\$ 485,097,300	\$ 366,837,607	50%	\$ 1,017,485	\$ 6,927,059	50%	\$ 300,309	\$ 2,044,510	\$ 1,317,795	\$ 8,971,569	
15	2036	2037	2%	\$ 4,847,557	\$ 499,646,804	\$ 381,387,111	50%	\$ 1,044,570	\$ 7,971,629	50%	\$ 308,303	\$ 2,352,813	\$ 1,352,873	\$ 10,324,442	
16	2037	2038	2%	\$ -	\$ 509,639,740	\$ 391,380,047	50%	\$ 1,086,000	\$ 9,057,628	50%	\$ 320,531	\$ 2,673,344	\$ 1,406,531	\$ 11,730,973	
17	2038	2039	2%	\$ 4,847,557	\$ 524,680,092	\$ 406,420,399	50%	\$ 1,114,455	\$ 10,172,083	50%	\$ 328,929	\$ 3,002,274	\$ 1,443,384	\$ 13,174,357	
18	2039	2040	2%	\$ -	\$ 535,173,694	\$ 416,914,001	50%	\$ 1,157,282	\$ 11,329,365	50%	\$ 341,570	\$ 3,343,844	\$ 1,498,852	\$ 14,673,209	
19	2040	2041	0%	\$ 4,847,557	\$ 540,021,251	\$ 421,761,558	50%	\$ 1,187,163	\$ 12,516,528	50%	\$ 350,389	\$ 3,694,233	\$ 1,537,552	\$ 16,210,761	
20	2041	2042	0%	\$ -	\$ 540,021,251	\$ 421,761,558	50%	\$ 1,200,966	\$ 13,717,494	50%	\$ 354,463	\$ 4,048,696	\$ 1,555,429	\$ 17,766,190	
21	2042	2043	2%	\$ 4,847,557	\$ 555,669,233	\$ 437,409,540	50%	\$ 1,200,966	\$ 14,918,460	50%	\$ 354,463	\$ 4,403,159	\$ 1,555,429	\$ 19,321,619	
22	2043	2044	2%	\$ -	\$ 566,782,618	\$ 448,522,925	50%	\$ 1,245,524	\$ 16,163,984	50%	\$ 367,614	\$ 4,770,774	\$ 1,613,138	\$ 20,934,757	
23	2044	2045	2%	\$ 4,847,557	\$ 582,965,828	\$ 464,706,135	50%	\$ 1,277,169	\$ 17,441,153	50%	\$ 376,954	\$ 5,147,728	\$ 1,654,123	\$ 22,588,881	
24	2045	2046	2%	\$ -	\$ 594,625,144	\$ 476,365,451	50%	\$ 1,323,251	\$ 18,764,403	50%	\$ 390,555	\$ 5,538,283	\$ 1,713,806	\$ 24,302,687	
25	2046	2047	2%	\$ 4,847,557	\$ 611,365,204	\$ 493,105,511	50%	\$ 1,356,451	\$ 20,120,854	50%	\$ 400,354	\$ 5,938,637	\$ 1,756,805	\$ 26,059,491	
26	2047	2048	2%	\$ -	\$ 623,592,509	\$ 505,332,816	50%	\$ 1,404,118	\$ 21,524,972	50%	\$ 414,423	\$ 6,353,061	\$ 1,818,541	\$ 27,878,032	
27	2048	2049	2%	\$ 4,847,557	\$ 640,911,916	\$ 522,652,223	50%	\$ 1,438,935	\$ 22,963,907	50%	\$ 424,699	\$ 6,777,760	\$ 1,863,635	\$ 29,741,667	
28	2049	2050	2%	\$ -	\$ 653,730,154	\$ 535,470,461	50%	\$ 1,488,252	\$ 24,452,159	50%	\$ 439,255	\$ 7,217,015	\$ 1,927,507	\$ 31,669,174	
29	2050	2051	0%	\$ 4,847,557	\$ 658,577,712	\$ 540,318,019	50%	\$ 1,524,752	\$ 25,976,911	50%	\$ 450,028	\$ 7,667,043	\$ 1,974,780	\$ 33,643,955	
30	2051	2052	0%	\$ -	\$ 658,577,712	\$ 540,318,019	50%	\$ 1,538,556	\$ 27,515,467	50%	\$ 454,102	\$ 8,121,145	\$ 1,992,658	\$ 35,636,612	
				\$ 340,505,209				\$ 27,515,467			\$ 8,121,145			\$ 35,636,612	
Assumptions															
				Net Taxable Value	\$ 118,259,693		Footnotes 1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn. 2) Added Development Value based on anticipated development, and average annual growth.								
				City AV Rate	0.56950										
				County AV Rate	0.16809										
				Total Acreage	1,345.63										

Exhibit G – Property Identification

Property ID	Legal Description
10315	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 122, .149 ACRES
12846	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 167, .342 ACRES
12929	ANNA ORIGINAL DONATION (CAN), BLK 11, LOT 2A & 3
12931	ANNA ORIGINAL DONATION (CAN), BLK 11, LOT 6B 7B 8B & 9
13214	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 101, .0918 ACRES
17832	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 102, .092 ACRES
1001793	ABS A0114 J C BRANTLEY SURVEY, TRACT 20, 19.0039 ACRES
1003648	ABS A0331 JOHN C FARRIS SURVEY, TRACT 10, 1.0 ACRES
1003657	ABS A0331 JOHN C FARRIS SURVEY, TRACT 11, .124 ACRES
1003666	ABS A0331 JOHN C FARRIS SURVEY, TRACT 12, .6943 ACRES
1003675	ABS A0331 JOHN C FARRIS SURVEY, TRACT 13, 1.5 ACRES
1007939	ABS A0559 GUINN MORRISON SURVEY, SHEET 4, TRACT 9, 42.74 ACRES
1007993	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 13, 10.313 ACRES
1008028	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 16, 2.668 ACRES
1008037	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 17, 4.0 ACRES
1008055	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 19, 2.5 ACRES
1008625	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 70, .5993 ACRES
1008634	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 71, 7.82 ACRES
1008652	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 1, .67 ACRES
1008661	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 2, .66 ACRES
1008670	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 3, 2.75 ACRES
1008689	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 4, .38 ACRES
1008698	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 5, .303 ACRES
1008705	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 6, .817 ACRES
1008741	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 10, 1.403 ACRES
1008750	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 11, 1.0 ACRES
1008769	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 12, .413 ACRES
1008778	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 13, .3 ACRES
1008787	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 14, .3 ACRES
1008796	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 15, 0.295 ACRES
1008803	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 16, .27 ACRES
1008821	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 18, .237 ACRES
1008830	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 19, .24 ACRES
1008849	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 20, .45 ACRES
1008858	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 21, .32 ACRES
1008867	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 22, .3 ACRES
1008885	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 24, .173 ACRES

Property ID	Legal Description
1008901	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 26, .1435 ACRES
1008910	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 27, .482 ACRES
1008929	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 28, .1 ACRES
1008938	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 29, .07 ACRES
1008974	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 33, .17 ACRES
1009027	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 38, .288 ACRES
1009036	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 39, .286 ACRES
1009045	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 40, .144 ACRES
1009054	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 41, .144 ACRES
1009081	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 44, .577 ACRES
1009090	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 45, .667 ACRES
1009116	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 47, .302 ACRES
1009125	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 48, .1435 ACRES
1009134	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 49, .299 ACRES
1009143	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 50, .434 ACRES
1009189	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 54, .3359 ACRES; UDI 2017, Undivided Interest 34.0000000000%
1009198	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 55, .2739 ACRES
1009205	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 56, .48 ACRES
1009214	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 57, .54 ACRES
1009241	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 60, .51 ACRES
1009250	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 61, .73 ACRES
1009269	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 62, .324 ACRES
1009278	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 63, .2904 ACRES
1009287	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 64, .568 ACRES
1009296	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 65, .74 ACRES
1009303	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 66, .199 ACRES
1009312	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 67, .73 ACRES
1009321	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 68, .36 ACRES
1009358	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 71, .404 ACRES
1009438	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 78, 27.5 ACRES
1009447	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 79, 14.4515 ACRES
1009456	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 80, 10.44 ACRES
1009465	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 81, .248 ACRES
1009474	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 82, .3146 ACRES
1009483	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 83, .162 ACRES
1009492	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 84, .199 ACRES
1009508	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 85, .145 ACRES
1009517	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 86, .144 ACRES

Property ID	Legal Description
1009535	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 88, 1.0 ACRES
1009571	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 92, 1.43 ACRES
1009580	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 93, .61 ACRES
1009599	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 94, .46 ACRES
1009606	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 95, .1435 ACRES
1009615	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 96
1009624	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 97, .331 ACRES
1009633	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 98, .23 ACRES
1009688	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 103, 4.7918 ACRES
1009704	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 105, 2.2 ACRES
1009722	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 107, .21 ACRES
1009731	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 108, .361 ACRES
1009740	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 109, .205 ACRES
1009786	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 113, .143 ACRES
1009795	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 114, .446 ACRES
1009811	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 116, .58 ACRES
1014681	EARL POWELL ADDITION (CAN), LOT 1
1015010	NORTH PARK ADDITION (CAN), LOT 1 & 2
1015038	NORTH PARK ADDITION (CAN), LOT 3
1015047	NORTH PARK ADDITION (CAN), LOT 4
1015056	NORTH PARK ADDITION (CAN), LOT 5
1015065	NORTH PARK ADDITION (CAN), LOT 6
1015074	NORTH PARK ADDITION (CAN), LOT 7
1015083	NORTH PARK ADDITION (CAN), LOT 8 & 9A
1015109	NORTH PARK ADDITION (CAN), LOT 9B & 10
1015118	NORTH PARK ADDITION (CAN), LOT 11
1015127	NORTH PARK ADDITION (CAN), LOT 12
1015136	NORTH PARK ADDITION (CAN), LOT 13
1015145	NORTH PARK ADDITION (CAN), LOT 14 & 15A
1015163	NORTH PARK ADDITION (CAN), LOT 16 & 15B
1015172	NORTH PARK ADDITION (CAN), LOT 17
1015181	NORTH PARK ADDITION (CAN), LOT 18 & 19
1015207	NORTH PARK ADDITION (CAN), LOT 20 & 21B
1015216	NORTH PARK ADDITION (CAN), LOT 21A & 22
1015225	NORTH PARK ADDITION (CAN), LOT 22
1015234	NORTH PARK ADDITION (CAN), LOT 23
1015243	NORTH PARK ADDITION (CAN), LOT 24
1015252	NORTH PARK ADDITION (CAN), LOT 25
1015261	NORTH PARK ADDITION (CAN), LOT 26

Property ID	Legal Description
1015270	NORTH PARK ADDITION (CAN), LOT 27
1015289	NORTH PARK ADDITION (CAN), LOT 28
1015298	NORTH PARK ADDITION (CAN), LOT 29
1015305	NORTH PARK ADDITION (CAN), LOT 30
1015314	NORTH PARK ADDITION (CAN), LOT 031A
1015323	NORTH PARK ADDITION (CAN), LOT 031B
1015332	75 NORTH ADDITION (CAN), LOT 1
1015341	75 NORTH ADDITION (CAN), LOT 2
1015350	75 NORTH ADDITION (CAN), LOT 3
1015369	75 NORTH ADDITION (CAN), LOT 4
1015378	75 NORTH ADDITION (CAN), LOT 5
1015387	75 NORTH ADDITION (CAN), LOT 6 & 7B
1015396	75 NORTH ADDITION (CAN), LOT 007A
1015403	75 NORTH ADDITION (CAN), LOT 8
1015412	75 NORTH ADDITION (CAN), LOT 9
1015458	75 NORTH ADDITION (CAN), LOT 012A
1015467	75 NORTH ADDITION (CAN), LOT 11C & 12B; SN1: VIN# 6961171A, TITLE#: 54121646
1015476	75 NORTH ADDITION (CAN), LOT 13A
1015485	75 NORTH ADDITION (CAN), LOT 13B
1015494	75 NORTH ADDITION (CAN), LOT 14A
1015500	75 NORTH ADDITION (CAN), LOT 15
1015528	75 NORTH ADDITION (CAN), LOT 16
1015537	75 NORTH ADDITION (CAN), LOT 17 & 18A
1015546	75 NORTH ADDITION (CAN), LOT 018B & 19
1015555	75 NORTH ADDITION (CAN), LOT 20
1015564	75 NORTH ADDITION (CAN), LOT 21
1015573	75 NORTH ADDITION (CAN), LOT 22
1015582	SLATER HOLLOW PHASE 1 (CAN), LOT 1
1015591	SLATER HOLLOW PHASE 1 (CAN), LOT 2
1015608	SLATER HOLLOW PHASE 1 (CAN), LOT 3
1015617	SLATER HOLLOW PHASE 1 (CAN), LOT 4
1015626	SLATER HOLLOW PHASE 1 (CAN), LOT 5
1015635	SLATER HOLLOW PHASE 1 (CAN), LOT 6
1015644	SLATER HOLLOW PHASE 1 (CAN), LOT 7A & 8B
1015653	SLATER HOLLOW PHASE 1 (CAN), LOT 7B 8A 9B
1015662	SLATER HOLLOW PHASE 1 (CAN), LOT 9A 10 11
1015680	SLATER HOLLOW PHASE 1 (CAN), LOT 12
1015699	STROTHER ADDITION (CAN), LOT 1
1015715	STROTHER ADDITION (CAN), LOT 3A & 4

Property ID	Legal Description
1015724	STROTHER ADDITION (CAN), LOT 5
1015733	STROTHER ADDITION (CAN), LOT 6
1015742	STROTHER ADDITION (CAN), LOT 7 & 8B & A.71 TR 118
1015751	STROTHER ADDITION (CAN), LOT 8A & 9B
1015779	STROTHER ADDITION (CAN), LOT 9
1015788	STROTHER ADDITION (CAN), LOT 10
1015797	STROTHER ADDITION (CAN), LOT 11 & 12B
1015804	STROTHER ADDITION (CAN), LOT 012A
1016108	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 3, 1.0 ACRES
1016117	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 4, 0.9378 ACRES
1016126	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 5, .094 ACRES
1016153	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 8, .1205 ACRES
1016199	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 12, 4.664 ACRES
1016206	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 13, 1.0599 ACRES
1016215	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 14, 1.2321 ACRES
1016251	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 17, 6.2869 ACRES
1016279	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 19, 0.6635 ACRES
1016288	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 20, 0.359 ACRES
1016297	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 21, 0.4689 ACRES
1016304	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 22, 0.9314 ACRES
1016368	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 28, 0.278 ACRES
1016395	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 31, .5 ACRES
1016411	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 33, 0.9169 ACRES
1016420	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 34, .9277 ACRES
1016448	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 36, 0.4182 ACRES
1016457	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 37, .4738 ACRES
1016475	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 39, 2.0 ACRES
1016484	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 40, 0.9343 ACRES
1016518	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 43, 3.7917 ACRES
1016527	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 44, .133 ACRES
1016536	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 45, 5.65 ACRES
1016545	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 46, 1.0 ACRES
1016572	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 49, .5 ACRES
1016581	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 50, .45 ACRES
1016590	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 51, .8 ACRES
1016607	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 52, .414 ACRES
1016616	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 53, .37 ACRES
1016625	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 54, .4029 ACRES
1016634	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 55, .208 ACRES

Property ID	Legal Description
1016652	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 57, .271 ACRES
1016661	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 58, .252 ACRES
1016689	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 60, .187 ACRES
1016698	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 61, .172 ACRES
1016705	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 62, .3097 ACRES
1016714	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 63, 0.3901 ACRES
1016723	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 64, .287 ACRES
1016732	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 65, .359 ACRES
1016741	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 66, 0.1616 ACRES
1016750	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 67, 0.0579 ACRES
1016787	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 70, 0.2835 ACRES
1016796	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 71, .359 ACRES
1016830	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 75, .3986 ACRES
1016849	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 78, .288 ACRES
1016858	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 79, .288 ACRES
1016867	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 80, .3064 ACRES
1016885	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 82, .288 ACRES
1016929	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 86, .75 ACRES
1016947	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 88, .413 ACRES
1016956	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 89, .286 ACRES
1016965	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 90, .1792 ACRES
1016974	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 91, .305 ACRES
1016983	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 92, 4.5833 ACRES
1016992	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 93, .517 ACRES
1017018	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 95, .861 ACRES
1017027	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 96, .75 ACRES
1017054	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 99, .259 ACRES
1017063	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 100, .2726 ACRES
1017072	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 101, .43 ACRES
1017107	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 104, 0.2162 ACRES
1017116	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 105, .535 ACRES
1017125	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 106, 0.4386 ACRES
1017134	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 107, .275 ACRES
1017143	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 108, .322 ACRES
1017161	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 110, .21 ACRES
1017170	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 111, .196 ACRES
1017189	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 112, .184 ACRES
1017198	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 113, .1049 ACRES
1017205	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 114, .516 ACRES

Property ID	Legal Description
1017223	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 116, 2.63 ACRES; INTERURBAN ST
1017250	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 119, .112 ACRES
1017269	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 120, .141 ACRES
1017278	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 121, 0.131 ACRES
1017287	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 122, .155 ACRES
1017296	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 123, .106 ACRES
1017303	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 124, .104 ACRES
1017321	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 127, .65 ACRES
1017330	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 128, .76 ACRES
1017349	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 129, .15 ACRES
1017358	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 130, 22.37 ACRES
1017376	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 132, 3.531 ACRES
1017385	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 133, 8.296 ACRES
1017401	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 135, 0.4594 ACRES
1017410	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 136, 1.06 ACRES
1017429	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 137, 0.1528 ACRES
1017438	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 138, .506 ACRES
1017447	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 139, 0.3822 ACRES
1017456	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 140, 1.413 ACRES
1017465	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 141, 2.0615 ACRES
1017474	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 142, .8169 ACRES
1017483	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 143, 1.766 ACRES
1017492	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 144, .582 ACRES
1017508	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 145, .5 ACRES
1017517	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 146, .266 ACRES
1017526	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 147, 1.1078 ACRES
1017535	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 148, .333 ACRES
1017544	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 149, .095 ACRES
1017562	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 151, .377 ACRES
1017571	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 152, .31 ACRES
1017580	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 153, .205 ACRES
1017615	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 156, .1266 ACRES
1017651	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 160, .139 ACRES
1017679	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 162, .411 ACRES
1021726	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 16, 6.0 ACRES
1021753	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 19, 1.0 ACRES
1021762	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 20, .31 ACRES
1021815	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 25, 0.3417 ACRES
1021824	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 26, .5056 ACRES

Property ID	Legal Description
1021842	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 28, 1.449 ACRES
1021879	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 31, 0.196 ACRES
1021888	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 32, .594 ACRES
1021959	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 38, 0.4711 ACRES
1021968	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 39, 0.5687 ACRES; EXEMPT AS OF 10/21/99.
1021977	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 40, 0.9392 ACRES
1021995	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 42, .904 ACRES
1022002	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 43, .50 ACRES
1022011	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 44, .33 ACRES
1022020	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 45, .33 ACRES
1022066	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 49, .42 ACRES
1022075	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 50, 3.83 ACRES
1022084	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 51, 0.9243 ACRES
1022173	ABS A0798 G STARK SURVEY, SHEET 2, TRACT 58, 4.9683 ACRES
1022191	ABS A0798 G STARK SURVEY, SHEET 2, TRACT 60, 1.21 ACRES; UDI 2018, Undivided Interest 50.0000000000%
1022431	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 79, 4.0 ACRES
1022440	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 80, 4.8034 ACRES
1022477	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 83, 0.331 ACRES
1022529	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 88, 0.4207 ACRES
1022538	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 89, 4.3259 ACRES
1022547	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 90, 0.4487 ACRES
1022556	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 91, 0.4319 ACRES
1024224	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT A
1024260	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT 6 & 7
1024279	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT 8
1024297	ANNA ORIGINAL DONATION (CAN), BLK 2, LOT 1-5 8 9
1024313	ANNA ORIGINAL DONATION (CAN), BLK 3, LOT 1 & 2
1024322	ANNA ORIGINAL DONATION (CAN), BLK 3, LOT 3 4
1024340	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 1 & 2
1024377	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 8 9 10
1024411	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 11 12B
1024420	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 12A & 13B
1024439	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 13A
1024448	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 14A
1024457	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 15 16
1024466	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 1A-6A
1024475	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 1B-6B

Property ID	Legal Description
1024484	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 1C - 6C
1024493	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 7 8 9 10
1024509	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 11&12
1024518	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 13B,14,15,16
1024527	ANNA ORIGINAL DONATION (CAN), BLK 6, LOT 1 & 2
1024536	ANNA ORIGINAL DONATION (CAN), BLK 6, LOT 3 & 4
1024554	ANNA ORIGINAL DONATION (CAN), BLK 6, LOT 5
1024563	ANNA ORIGINAL DONATION (CAN), BLK 6, LOT 6 & 7
1024572	ANNA ORIGINAL DONATION (CAN), BLK 6, LOT 8 9
1024581	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT 1,2 & 3B
1024590	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT 3A 4A 4B 5; UDI 2020, Undivided Interest 50.000000000000%
1024607	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT 6A & 7A
1024616	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT 8 9
1024625	ANNA ORIGINAL DONATION (CAN), BLK 8, LOT 1
1024634	ANNA ORIGINAL DONATION (CAN), BLK 8, LOT 4A 5A
1024643	ANNA ORIGINAL DONATION (CAN), BLK 8, LOT 4B & 5B
1024661	ANNA ORIGINAL DONATION (CAN), BLK 9, LOT 5
1024670	ANNA ORIGINAL DONATION (CAN), BLK 10, LOT 1 2 3B
1024689	ANNA ORIGINAL DONATION (CAN), BLK 10, LOT 3A 4 5 6A
1024698	ANNA ORIGINAL DONATION (CAN), BLK 10, LOT 6B 7
1024723	ANNA ORIGINAL DONATION (CAN), BLK 11, LOT 1 & 2B
1024732	ANNA ORIGINAL DONATION (CAN), BLK 11, LOT 4A 5A
1024741	ANNA ORIGINAL DONATION (CAN), BLK 11, LOT 4B 5B
1024750	ANNA ORIGINAL DONATION (CAN), BLK 11, LOT 6A-7A-8A
1024769	ANNA ORIGINAL DONATION (CAN), BLK 12, LOT 1-16
1024778	ANNA ORIGINAL DONATION (CAN), BLK 13, LOT 1-16
1024812	ANNA ORIGINAL DONATION (CAN), BLK 15, LOT 1 & OL 1
1268256	POWELL ADDITION (CAN), LOT 1
1268265	POWELL ADDITION (CAN), LOT 2A
1268274	POWELL ADDITION (CAN), LOT 3A
1268283	POWELL ADDITION (CAN), LOT 4A
1268292	POWELL ADDITION (CAN), LOT 5A
1268309	POWELL ADDITION (CAN), LOT 6
1268318	POWELL ADDITION (CAN), LOT 7
1303798	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 163, .56 ACRES
1323008	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 117, .34 ACRES
1342568	75 NORTH ADDITION (CAN), LOT 10A
1342577	75 NORTH ADDITION (CAN), LOT 10B 11B & 14B

Property ID	Legal Description
1342586	75 NORTH ADDITION (CAN), LOT 11A
1513990	ANNA ORIGINAL DONATION (CAN), BLK 5, LOT 13A/1
1526682	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 96, .024 ACRES
1529876	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 164, .172 ACRES
1529885	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 165, .272 ACRES
1567664	POWELL ADDITION (CAN), LOT 3B
1567673	POWELL ADDITION (CAN), LOT 005B
1567806	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 79, 0.4342 ACRES
1584459	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 81, .688 ACRES
1621953	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT 9
1627555	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 82, .263 ACRES
1627564	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 83, .286 ACRES
1632077	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 84, .447 ACRES
1634137	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 118, .08 ACRES
1683468	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 87, 0.4029 ACRES
1683510	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT C; (15 X 125' STRIP)
1750796	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 119, .789 ACRES
1751571	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT D
1751580	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 99, .233 ACRES
1810366	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 100, .749 ACRES
1846961	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 120, .15 ACRES
1848601	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT 6B 7B
1887667	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 121, .103 ACRES
1925714	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 88, 1.0 ACRES
1963811	CUNNINGHAM ESTATES (CAN), LOT 1
1963812	CUNNINGHAM ESTATES (CAN), LOT 2
1963813	CUNNINGHAM ESTATES (CAN), LOT 3
1963814	CUNNINGHAM ESTATES (CAN), LOT 4
1963815	CUNNINGHAM ESTATES (CAN), LOT 5
1963816	CUNNINGHAM ESTATES (CAN), LOT 6
1963817	CUNNINGHAM ESTATES (CAN), LOT 7
1963818	CUNNINGHAM ESTATES (CAN), LOT 8
1963819	CUNNINGHAM ESTATES (CAN), LOT 9
1963820	CUNNINGHAM ESTATES (CAN), LOT 10
1963821	CUNNINGHAM ESTATES (CAN), LOT 11
1963822	CUNNINGHAM ESTATES (CAN), LOT 12
1963823	CUNNINGHAM ESTATES (CAN), LOT 13
1963824	CUNNINGHAM ESTATES (CAN), LOT 14
1966027	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 168, .152 ACRES

Property ID	Legal Description
1966642	ABS A0559 GUINN MORRISON SURVEY, SHEET 4, TRACT 40, 1.0 ACRES
1969385	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 90, 1.0 ACRES
1969462	ABS A0559 GUINN MORRISON SURVEY, SHEET 4, TRACT 41, 1.0 ACRES
1969967	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 123, .3 ACRES
1970334	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 14B
1974888	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 103, .3531 ACRES
1988839	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 170, .0524 ACRES
1990626	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 171, .4236 ACRES
1993719	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT OL 1
1994607	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 172, .11 ACRES
1994608	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 173, .3709 ACRES
1998025	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 92, 0.4129 ACRES
1998026	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 93, 0.4119 ACRES
2007969	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 105, .264 ACRES
2009521	ANNA ORIGINAL DONATION (CAN), BLK 7, LOT 6C & 7C
2011910	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 174, 0.9168 ACRES
2024178	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 5B 6 & 7
2032421	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 109, 17.5573 ACRES
2038585	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 175, 6.507 ACRES
2045437	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 176, .36 ACRES
2046998	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 112, .7 ACRES
2046999	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 113, 0.7714 ACRES
2059297	EARL POWELL ADDITION (CAN), LOT 2
2059298	EARL POWELL ADDITION (CAN), LOT 3
2059299	EARL POWELL ADDITION (CAN), LOT 4
2059300	EARL POWELL ADDITION (CAN), LOT 5
2059301	EARL POWELL ADDITION (CAN), LOT 6
2059302	EARL POWELL ADDITION (CAN), LOT 7
2059303	EARL POWELL ADDITION (CAN), LOT 8
2059304	EARL POWELL ADDITION (CAN), LOT 9
2059305	EARL POWELL ADDITION (CAN), LOT 10
2059470	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 134, 1.031 ACRES
2066371	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 126, .2742 ACRES
2074901	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 117, .2842 ACRES
2077751	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 179, .109 ACRES
2077752	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 180, .069 ACRES
2077753	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 178, .06 ACRES
2077754	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 96, .228 ACRES
2077772	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 127, .274 ACRES

Property ID	Legal Description
2092621	ANNA ORIGINAL DONATION (CAN), BLK 9, LOT 2A & 3
2092814	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 181, .977 ACRES
2098554	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 97, 1.0 ACRES
2111505	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 94, .2296 ACRES
2111506	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 182, .344 ACRES
2115106	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 183, .0301 ACRES
2119722	LAWRENCE ADDITION (UNRECORDED) (CAN), LOT 1
2119725	LAWRENCE ADDITION (UNRECORDED) (CAN), LOT 2; 7988 SFT
2119726	LAWRENCE ADDITION (UNRECORDED) (CAN), LOT 3; 8639 SFT
2119727	LAWRENCE ADDITION (UNRECORDED) (CAN), LOT 4; 7438 SFT
2121442	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 85, 5.0 ACRES
2121443	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 69, 4.918 ACRES
2121444	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 70, 3.78 ACRES
2121446	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 77, 51.315 ACRES
2124044	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 131, 9.8 ACRES
2132354	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 154, .0845 ACRES
2132798	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 56, .2094 ACRES
2132799	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 184, .293 ACRES
2137465	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 31, .427 ACRES
2152122	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 27, 0.6531 ACRES
2152123	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 185, .0676 ACRES
2506517	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 106, .313 ACRES
2506518	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 120, .3124 ACRES
2510897	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 15, 1.913 ACRES
2515239	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 166, 0.2082 ACRES
2517698	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 41, .5795 ACRES
2517699	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 186, .5795 ACRES
2520255	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 188, .0586 ACRES
2520275	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 29, 2.9164 ACRES
2522775	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 73, .287 ACRES
2522776	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 83, 0.7093 ACRES
2525734	RICHARDSON ADDITION, LOT 3
2525735	RICHARDSON ADDITION, LOT 4
2531547	INDEPENDENT BANK (CAN), LOT 1
2531548	INDEPENDENT BANK (CAN), LOT 2
2531549	INDEPENDENT BANK (CAN), LOT 3
2531550	INDEPENDENT BANK (CAN), LOT 4
2532678	ANNA ORIGINAL DONATION (CAN), BLK 3, LOT 6R
2541309	SONIC DRIVE-IN ADDITION (CAN), LOT 1

Property ID	Legal Description
2542442	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 157, .349 ACRES
2542643	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 150, .3348 ACRES
2542644	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 189, 0.2583 ACRES
2554273	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 32, .5 ACRES
2556951	ANNA ORIGINAL DONATION (CAN), BLK 10, LOT 8R; REPLAT
2556952	ANNA ORIGINAL DONATION (CAN), BLK 10, LOT 9R; REPLAT
2558284	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT 1 & 2
2566243	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 7, 51.5803 ACRES
2566244	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 99, .991 ACRES
2581397	FBC ADDITION (CAN), BLK A, LOT 1
2582533	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 47, 1.074 ACRES; SN1: CV02AL0256898A, SN2: CV02AL0256898B, HUD1: NTA1131494, HUD2: NTA1131495
2589956	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 26, .639 ACRES
2589957	RICHARDSON SECOND ADDITION (CAN), LOT 1
2591827	SWEETWATER CROSSING (CAN), BLK F, LOT 39
2594624	A L GEER ADDITION (CAN), BLK A, LOT 1
2595541	WEST CROSSING #1 (CAN), BLK A, LOT 2; COMMON AREA
2608266	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 103, .5622 ACRES
2608267	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 103R, .1244 ACRES
2611272	ANNA ISD PARK ADDITION (CAN), LOT 2
2611273	ANNA ISD PARK ADDITION (CAN), LOT 1
2611381	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 191, .0399 ACRES
2611592	WHITES FIRST ADDITION (CAN), LOT 1
2615237	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT 4 & 5
2615299	ANNA ORIGINAL DONATION (CAN), BLK 1, LOT 3
2628320	ANNA CITY HALL ADDITION (CAN), BLK 1, LOT 1
2628798	HENEGAN LIVING TRUST ADDITION (CAN), LOT 1
2628885	HENEGAN LIVING TRUST ADDITION (CAN), LOT 2
2628886	HENEGAN LIVING TRUST ADDITION (CAN), LOT 3
2631385	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 78, 20.4141 ACRES
2631386	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 124, 10.9615 ACRES; SN1: EMHOK11122A, SN2: EMHOK11122B, HUD1: RAD0634589, HUD2: RAD0634590
2631719	ANNA ORIGINAL DONATION (CAN), BLK 9, LOT 1 & 2B
2631720	ANNA ORIGINAL DONATION (CAN), BLK 9, LOT 4
2631818	ANNA FIRST CHRISTIAN CHURCH ADDITION (CAN), LOT 1
2634357	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 193, 1.9147 ACRES
2634611	DALTON ADDITION (CAN), LOT 1
2634612	DALTON ADDITION (CAN), LOT 2
2638882	GREER ADDITION (CAN), LOT 1

Property ID	Legal Description
2641627	ULAJ ADDITION (CAN), BLK 1, LOT 1
2643778	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 52, 3.2213 ACRES
2647363	VILLARREAL ADDITION (CAN), LOT 1; AMENDING
2647364	VILLARREAL ADDITION (CAN), LOT 2; AMENDING
2647365	VILLARREAL ADDITION (CAN), LOT 3; AMENDING
2652433	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 101, 6.4422 ACRES
2653996	ANNA ORIGINAL DONATION (CAN), BLK 15, LOT 6, 7 & 3A
2654193	ABS A0798 G STARK SURVEY, SHEET 2, TRACT 59, 13.5434 ACRES
2654195	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 56, 21.5962 ACRES
2654198	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 114, 22.4321 ACRES
2655834	KIBBEE ADDITION (CAN), BLK A, LOT 1
2657690	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 11, 3.5286 ACRES
2659151	CHAPMAN ADDITION (CAN), BLK 1, LOT 1
2659767	PINKSTON ADDITION (CAN), LOT 1
2659768	PINKSTON ADDITION (CAN), LOT 2
2660300	LANGLEY ADDITION (CAN), LOT 1
2660301	LANGLEY ADDITION (CAN), LOT 2
2660608	WIESE ADDITION (CAN), BLK 1, LOT 1
2661150	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 198
2663885	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 97, .335 ACRES
2664356	PREMIER PAWN TEXAS ADDITION (CAN), BLK 1, LOT 1
2665249	ANNA POST OFFICE ADDITION (CAN), BLK 1, LOT 2
2665250	ANNA POST OFFICE ADDITION (CAN), BLK 1, LOT 1
2665368	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 3, 105.482 ACRES
2665488	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 1, 18.1572 ACRES
2665497	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 18, 21.6888 ACRES
2666568	GEREN ADDITION (CAN), BLK A, LOT 1
2668060	GUTIERREZ ADDITION (CAN)
2671877	ROELL ADDITION (CAN), BLK A, LOT 1
2672559	MUDPIES ADDITION (CAN), BLK 1, LOT 1
2674440	MASON ADDITION (CAN), BLK 1, LOT 1
2675234	ABS A0559 GUINN MORRISON SURVEY, SHEET 2, TRACT 130, .22 ACRES
2677398	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 27, 0.1424 ACRES
2677573	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 33, .286 ACRES
2677604	ANNA ISD ADDITION (CAN), LOT 1
2677605	ANNA ISD ADDITION (CAN), LOT 2
2677622	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 30, .251 ACRES
2682732	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 126, .129 ACRES
2683231	RICHARDSON ADDITION, LOT 1R; REPLAT

Property ID	Legal Description
2683232	RICHARDSON ADDITION, LOT 2R; REPLAT
2685708	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 23, 8.1115 ACRES
2688699	ROPER ADDITION (CAN), BLK A, LOT 1
2690356	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 202, .2099 ACRES
2690804	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 38, 14.1798 ACRES
2690805	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 203, .6714 ACRES
2695274	WEST CROSSING PHASE 2 (CAN), BLK X, LOT 2; OPEN SPACE
2705958	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 204, .579 ACRES
2706232	VILLARREAL ADDITION (CAN), LOT 2-1; AMENDING
2707750	ABS A0071 HENRY BRANTLEY SURVEY, TRACT 205, .1037 ACRES
2713054	ANNA ORIGINAL DONATION (CAN), BLK 4, LOT 3 4 5A
2714249	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 104, 0.4376 ACRES
2714910	JOHNSON ADDITION (CAN), BLK 1, LOT 1
2734647	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 12, 17.477 ACRES
2736148	ANNA ORIGINAL DONATION (CAN), BLK 3, LOT 5
2739764	SCRIBNER (CAN), BLK A, LOT 1
2739765	SCRIBNER (CAN), BLK A, LOT 2
2743155	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 134, .1 ACRES
2751629	PAMELA CARR DAVIS MILLER ADDITION (CAN), BLK A, LOT 1
2765564	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 8, 19.39 ACRES
2767557	ABS A0559 GUINN MORRISON SURVEY, SHEET 1, TRACT 107, 18.64 ACRES
2769029	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 8, 77.474 ACRES
2772697	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 24, 4.4099 ACRES
2775646	ABS A0559 GUINN MORRISON SURVEY, SHEET 4, TRACT 11, 10.29 ACRES
2779487	ABS A0798 G STARK SURVEY, SHEET 2, TRACT 136, 23.1406 ACRES
2797855	BARTOLOME (CAN), BLK 0, LOT 0
2810521	ABS A0798 G STARK SURVEY, SHEET 1, TRACT 147, 0.031 ACRES
2811214	ABS A0559 GUINN MORRISON SURVEY, SHEET 4, TRACT 21, 10.24 ACRES
2837082	ABS A0559 GUINN MORRISON SURVEY, SHEET 4, TRACT 10, 20.692 ACRES

If there are any additional questions, please feel free to reach out to Petty & Associates directly.

Petty & Associates, Inc.
<https://www.pettyassociates.com/>

Trent Petty
President
trent@pettyassociates.com
817-618-2823

Kirk McDaniel
Project Manager
kirk@pettyassociates.com
817-880-6036

PETTY
& ASSOCIATES



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a professional services agreement with 720 Design, Incorporated for library consulting services, subject to approval as to legal form of said agreement by the City's legal counsel. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is in the pre-design phase of the Anna Public Library project, which was approved by Anna Neighbors in the May 2021 election with approval of \$22M in funds for the design and construction of a new library. As the City begins the process of developing a project charter, it is of vital importance to ensure that the public input processes, space allocations, and facility program are fully developed. These components are key to delivering a functional facility which meets the needs of Anna neighbors, both now and in the future.

720 Design, Incorporated is a specialty design firm which specializes in libraries. The number 720 represents Architecture in the Dewey decimal system. 720 Design has been involved in the feasibility, planning, and design development of successful and award winning libraries across the United States, including:

- Frisco Public Library, Frisco, TX
- Seguin Public Library, Seguin, TX
- Hewitt Public Library, Hewitt, TX
- Milton Branch Library, Atlanta, Fulton County, GA

720 Design provided a presentation to the Anna Public Library Engagement Task Force on Wednesday, December 8th. The presentation was well received and the Task Force concurs with staff's recommendation to move forward with the following scope of services for 720 Design:

- Interviews with stakeholders and community leaders
- Development and execution of a robust public input process
- 9 public community input meetings (including in-person and virtual options for each day/time)
- Host online public surveys for additional community input
- Host the team and members of the upcoming Anna Public Library Engagement (APLE) Task Force on tours of multiple libraries in our region

- Presentations and meetings with the APLE Task Force to help define the project charter
- Space programming to determine and define physical/digital library collection, types of programs the library will offer, technology services, and room/area data
- General Library planning best practices for incorporation into the project charter

Libraries are special and different from most city facilities. While most city buildings are designed for use by staff and elected officials to conduct city business, libraries are buildings which should be designed expressly for the use of the public. Modern libraries offer services far beyond books, including community meetings, community activities, recreation classes, digital media, job and skill training, age-specific programs for youth, and so much more. As such, it is important to include professionals in the early project process who are experts at developing modern libraries.

Anna neighbors deserve to have an award-winning library in our community. Due to the unique experience and qualifications, staff is recommending the City Council to approve incorporating 720 Design into the project team.

FINANCIAL IMPACT:

The anticipated scope of services totals \$76,500. There is an additional contingency of \$20,000 included in the not-to-exceed amount. The contingency funding will only be used if the City requests and approves additional scope from the consultant during the process. 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 approval.

ATTACHMENTS:

1. RES. Professional Services - 720 Design
2. 20211208 APLE Meeting Agenda - FINAL

APPROVALS:

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

Created/Initiated - 12/7/2021
 Approved - 12/8/2021
 Final Approval - 12/10/2021

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND 720 DESIGN INCORPORATED FOR PRE-DESIGN SERVICES ON THE ANNA PUBLIC LIBRARY, WITH A SCPE OF SERVICES AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna voters approved Bond Proposition B for the construction of a public library in Anna, Texas (“the Project”); and

WHEREAS, the City is entering into the pre-design phase of the project to finalize a project scope, develop a more detailed budget for design and construction, and create a Project Charter for the project; and

WHEREAS, 720 Design is a professional services firm which provides specialty planning and design services for public library projects; and

WHEREAS, the City is seeking to contract with 720 Design to complete public input, space planning, and facility programming services on the Anna Public Library project on a fixed fee basis not to exceed \$96,500.00; and

WHEREAS, the services provided by 720 Design will be funded through 2021 Bond Funds; and

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Project Advocates in a form approved by the City Attorney with the scope of services as shown in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT “A”

City of Anna Public Library
LIBRARY CONSULTING
November 2nd, 2021



CITY OF ANNA, TEXAS

Greg Peters
City of Anna
312 North Powell Parkway
Anna, TX 75409

Re: **STANDARD LETTER OF AGREEMENT**

This letter will serve as an Agreement between the City of Anna/Project Advocates and 720 Design inc. for professional services to be performed for you by our company.

Project Understanding

We understand the project to consist of providing consulting services for pre-design building space programming for a new library for the City of Anna based on the May 1st, 2021 Bond Election Proposition B for a new \$22 million Library/Community Center with a multi-purpose recreation component, meeting, and classroom space as well as outdoor plaza/activity spaces. The new library will be a modern library that includes collections but makes room for the community to create their own information and make connections.

Space Planning Consulting:

720 design will request information/data from the library in advance of the first meeting. Data may include:

1. *Previous Needs Assessment if applicable*
2. *Demographics: Service area population and expected growth or change in next 10 and 20 years*
3. *Market Segment Research*
4. *Identify peer cities and peer/aspirational libraries*
5. *Existing community partnerships*
6. *Potential community partnerships*
7. *Goals and criteria for success from the libraries and city perspective (be thinking about this)*
8. *Anything else we should know?*

Kick off Meeting #1:

720 design will lead the discussion to:

Determine project goals, visions, and criteria for success.

Understand overall schedule and key milestones.

Strategize:

- Library Discovery Tours (identify libraries, participants, and schedule)
- Community Meetings: dates, times, participants
- Identify key leaders to interview and determine timeline
- Review questions for online survey (720 design will send in advance for the Executive Committee to review)
- Include city planning to understand the demographics of the City now and into the future

Identify and review peer libraries/cities and discuss how they relate to the City of Anna's vision.

Discovery Tours: 720 design will arrange librarian led of tours of relevant local and regional libraries.

Community Input Meetings: 720 design will prepare a draft powerpoint “Library Possibilities” presentation utilizing the PollEverywhere tool for review by the Executive team. Based on feedback, we will customize questions and input points as required. The team will collaborate to identify the groups, dates, and times to maximize participation. The nine (9) meetings (3 per day over 3 days) will be offered both in-person and virtual.

Stakeholder/Leadership Interviews: 720 design will prepare a draft leadership interview discussion guide for review by the Executive team and customize questions as required. 720 design will prepare a “sign-up genius” for leaders and

City of Anna Public Library
LIBRARY CONSULTING
November 2nd, 2021



CITY OF ANNA, TEXAS

stakeholders to schedule a time for the interview with an option for on-site or virtual interview. Eight (8) one hour small sessions are included with the option to include a large Leadership Group Workshop with follow-up.

Online Survey: 720 design will prepare a draft survey questionnaire with one round of revisions including quantitative questions and one qualitative “open end” questions, recommend strategies for maximum participation, program, test, and launch the survey, monitor response rates, analyze the data, summarize key findings and review the findings with the project team. The city/library will be responsible for posting the survey link on its website and social media and promoting survey participation. If the city/library desires to provide hard/paper copies, the library will be responsible for inputting those responses.

Meeting #2: Space Program Development Meeting.

This meeting will include analytics from the Community Input Sessions, Stakeholder/Leadership Interviews, Discovery Tours, and information regarding demographics and peer libraries to inform the discussion about collections, technology, and staffing to determine:

1. *Planned physical collection by NF, Fic, JFic, Easy etc.*
2. *Planned digital collection*
3. *Types of programs to be considered*
4. *Expected staffing.*
5. *Technology strategies*

Meeting #3: Space Program Development Meeting.

The final space program will be presented with area/room data sheets as well as narratives relating to General Library Planning Considerations for best practices and LEED.

Meeting #4: Adjacency Diagram and Site Test Fit.

Adjacency diagram (and/or matrix) workshop to determine new space planning requirements for interior and site layout.

Deliverables:

- Re-printable report in PDF format.
- Outline Building Space Use Program.
- Narrative of exterior and interior design criteria.
- Sustainable design goals and preferences, including a preliminary LEED Project Checklist if desired.
- Color adjacency diagram or matrix.

Prepare and present the final report.

Additional Library Consulting: 720 design will attend the monthly executive committee meetings, participate in an advisory role in the architectural selection/interview process, and other tasks as determined by the Executive Committee.

FEE:

We propose to accomplish the above scope of work in accordance with scope listed above on a Lump Sum Basis.

The Lump Sum fee will be:

Library Consulting:	\$76,500
Library Consulting Contingency:	<u>\$20,000</u>
Total not-to-exceed Fees:	\$96,500

City of Anna Public Library
LIBRARY CONSULTING
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OPTIONAL ADDITIONAL SERVICES:

In addition to providing consulting services as detailed above, 720 design can serve as the liaison for the Library and City in moving forward on this project as subject matter expert, interior design, and FFE. As subject matter expert, 720 design will act in the role of the city of Anna's Library project champion to ensure that the promises and expectations established to date are delivered upon throughout the entire process up to the ribbon-cutting and opening of the new Library.

Library Consulting Subject Matter Expert During Design/Construction	TBD
Interior Design in collaboration with the Architect Selected	1.5% of construction costs
Furniture, Fixtures, and Equipment Selection & Specification	7.5% of the FFE budget

HOURLY RATE:

For miscellaneous FFE selection and specification and other scope as needed:

Hourly Rates:

Maureen Arndt, Principal/Project Manager:	\$216/hour
Interiors Project Manager:	\$196/hour
BIM Project Manager:	\$180/hour

EXPENSES:

Local travel expenses included in the Fee Compensation listed above. Expenses include travel, meals, mileage, printing, shipping. Travel outside the region (90-mile radius) will be billed at cost for Discovery Tours.

CHANGE OF SERVICE:

Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner and Executive Building Committee for this project. The deliverables should coincide with the City of Anna project schedule.

Submitted by:

Approved by:

Maureen Arndt, AIA, IIDA 11/02/21
President
720 Design Inc.

Enclosures:

EXHIBIT A: General Conditions of Agreement
EXHIBIT B: Fee Detail

Anna Public Library Engagement Task Force Meeting Agenda

Meeting Date: Wednesday, December 8, 2021
Meeting Time: 6:30pm – 8:00pm
Meeting Location: Anna City Hall, 101 S Powell Parkway, Ana, TX 75409
Meeting Type: Closed (Task Force/Staff/Consultants Only)

Meeting Attendees: APLE Task Force
City Staff
Project Advocates
720 Design

Discussion Items

1. Task Force Role & Responsibility (6:30-6:45) *City Staff/Project Advocates*
 - a. Introductions
 - b. Pre-Design Role
 - c. Design Process Role
 - d. Construction Process Role
2. Project Overview (6:45 – 7:00) *City Staff*
 - a. Bond Package
 - b. Project Location
 - c. Project Budget
3. Presentation by 720 Design (7:00-7:35) *720 Design*
 - a. Space Planning and Programming
4. Project Charter (7:35-7:50) *Project Advocates*
 - a. Reason for the Charter
 - b. Charter Components
 - c. Charter Process
5. Library Discovery Tours *City Staff/720 Design*
6. Next Meeting Date and Time (7:50-8:00) *City Staff*
7. Adjournment (8:00) *City Staff*
8. *Action Items:*

Task	Completion



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Act on a Resolution authorizing the City Manager to execute Change Order #3 for the Municipal Complex Construction Project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The Anna Municipal Complex is a \$30M multi-building facility located in the heart of downtown Anna. The project is a kick-start to the re-development and revitalization of downtown Anna, while also serving as a community hub.

Lee Lewis began construction of the Fire Station first, as a major component of completing the Municipal Building is related to the removal of the old fire station. The new Fire Station is substantially complete and is in use by Anna Fire & Rescue. They are completely moved-in and operating in the new facility. The old fire station will be demolished in the near future.

During the project, the general contractor (Lee Lewis) encountered a number of delays pertaining to materials and subcontracted staff due to the pandemic and associated manufacturing delays. The project includes two buildings, the Anna Central Fire Station and the Anna Municipal Building. This has resulted in a revised substantial completion date for the Municipal Building of February 28, 2022.

In an effort to work with the City and address the delays, Lee Lewis has agreed to install pavers on all four verandas in the Municipal Building at no cost to the City. The pavers were originally value-engineered out of the project scope due to cost. The new pavers are a much desired element of the project and will allow the City to utilize exterior space on the 2nd floor for a range of functions. The total value of this offer is approximately \$180,000.

Staff finds that Lee Lewis has made a good faith effort to complete the project in a timely manner and also finds the offer to install the pavers at no-cost to the City to be just compensation for the delays. Staff recommends approval of Change Order #3 for the project.

FINANCIAL IMPACT:

None - this is a no-cost change order to extend the time allowance due to supply chain issues pertaining to building supplies.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Exhibit A - CO#3 Time Extension and Verandas Pavers
2. Exhibit B - Original Contract - Res 2019-12-658 Municipal Complex Ph 2
3. Res - City Hall Change Order No. 3

APPROVALS:

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

Created/Initiated - 12/10/2021
Approved - 12/10/2021
Final Approval - 12/10/2021

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
City of Anna
NE Corner of 7th & Powell
Anna, TX 75409

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 10, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 12/9/2021

OWNER: *(Name and address)*
City of Anna
111 North Powell Parkway
Anna, TX 75409-0766

ARCHITECT: *(Name and address)*
Randall Scott Architects, Inc.
14755 Preston Road, Suite 170
Dallas, TX 75254

CONTRACTOR: *(Name and address)*
Lee Lewis Construction
17177 Preston Road, Ste. 160
Dallas, TX 75248

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The following is a no cost change order additional to the General Conditions for the extension of time on Anna Municipal Complex. This change order also adds the pedestal pavers to the veranda balconies at no cost to the owner.

The original Contract Sum was	\$ 26,780,171.00
The net change by previously authorized Change Orders	\$ 79,107.00
The Contract Sum prior to this Change Order was	\$ 26,859,278.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 26,859,278.00

The Contract Time will be increased by 6 Months 12 Days (196) days.

The new date of Substantial Completion will be February 28, 2022

NOTE: This is a no-cost Change Order and does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. Price. This Change Order solely increases the Contract Time and extends the date of Substantial Completion as set forth above (collectively, the "Time Extensions"). Notwithstanding any provision(s) of the Contract or Contract Documents there shall be no future increase to the Contract Sum or Guaranteed Maximum Price based on, arising from, because of, related to, growing out of, or in any way connected with the Time Extensions."

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Randall Scott Architects, Inc.
ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Lee Lewis Construction
CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Anna
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY OF ANNA, TEXAS

RESOLUTION NO. 2019-12-658

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO FUND THE MUNICIPAL COMPLEX BUILDING CONSTRUCTION PHASE 2 AS IDENTIFIED IN EXHIBIT A OF THE EXECUTED AIA A133-2009 CONTRACT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND LEE LEWIS CONSTRUCTION, INCORPORATED, FOR THE MUNICIPAL COMPLEX FOR THE CITY OF ANNA AS SHOWN IN EXHIBIT "1" ATTACHED HERETO AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna contracted with Lee Lewis Construction, Incorporated to be the Construction Manager for the Municipal Complex for the City of Anna; and,

WHEREAS, the Construction Manager has completed a bid process and sub-contractor selection for the Municipal Complex Building Construction Phase 2; and,

WHEREAS, the Municipal Complex Construction Project is listed as a capital improvement project in the City of Anna's Capital Improvement Plan; and,

WHEREAS, the Phase 2 construction phase budget is included as a component of the overall Guaranteed Maximum Price (GMP) for the project; and,

WHEREAS, Municipal Bond Funds shall be used to fund the project; 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 Contracts and Funding.

That the City Manager is hereby authorized to fund the Phase 2 services as shown in Exhibit A of the executed AIA A133-2009 Contract, as shown in Exhibit "1" attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of December 2019.

ATTEST:

Carrie L. Smith

City Secretary, Carrie L. Smith

APPROVED:

Nate Pike

Mayor, Nate Pike



2019-12-658

AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

City of Anna Municipal Complex (PHASE 2)
Northwest Corner of 7th St. and Powell Pkwy., Anna, TX

THE OWNER:

(Name, legal status and address)

City of Anna
111 N. Powell Pkwy.
Anna, TX 75409-0776

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Lee Lewis Construction, Inc.
17177 Preston Rd., Ste. 160
Dallas, TX 75248

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty Four Million Five Hundred Sixty Five Thousand Three Hundred Thirty Six Dollars (\$24,565,336.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

The Guaranteed Maximum Price to date is:

GMP No. 1	\$ 1,911,193.00
GMP No. 2	\$24,565,336.00
Total	\$26,476,529.00

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(876046697)

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
------	----------------

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
 See Exhibit B

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
 See Exhibit B

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

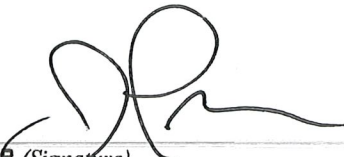
Exhibit B: Index of Drawings and Specifications
 Exhibit C: GMP Summary, Dated December 6, 2019
 Exhibit D: VE Worksheet

ARTICLE A.2

§ A.2.1 The date of Substantial Completion established by this Amendment:
 March 15, 2021

IMPORTANT: Notwithstanding any provisions of this Agreement or any other document, the Guaranteed Maximum Price referenced in §A.1.1.1 as "GMP No. 1" in the amount of \$1,911,193.00 is the maximum Contract Sum for "Phase 1" of the Project (Early Site Work), and the Guaranteed Maximum Price referenced in §A.1.1.1 as "GMP No. 2" in the amount of \$24,565,336.00 is the maximum Contract Sum for "Phase 2" of the Project (all portions of the Project save and except than the Early Site Work). Notwithstanding any other provisions of this Agreement or any other document, the Guaranteed Maximum Price referenced in §A.1.1.1 as "Total" in the amount of \$26,476,529.00 is the Guaranteed Maximum Price for the entirety of the Project including both Phase 1 of the Project (Early Site Work) and Phase 2 of the Project (all portions of the Project save and except the Early Site Work) and the Contract Sum for the entirety of the Project shall not exceed \$26,476,529.00.

Init.


OWNER (Signature)

Jim Price, City Manager
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Jim Graham, Vice President Preconstruction
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:50:24 ET on 12/10/2019.

PAGE 1

City of Anna Municipal Complex (PHASE 2)
Northwest Corner of 7th St. and Powell Pkwy., Anna, TX

...

City of Anna
111 N. Powell Pkwy.
Anna, TX 75409-0776

...

Lee Lewis Construction, Inc.
17177 Preston Rd., Ste. 160
Dallas, TX 75248

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$—), ~~Twenty Four Million Five Hundred Sixty Five Thousand Three Hundred Thirty Six Dollars (\$24,565,336.00)~~, subject to additions and deductions by Change Order as provided in the Contract Documents.

The Guaranteed Maximum Price to date is:

<u>GMP No. 1.....</u>	<u>\$ 1,911,193.00</u>
<u>GMP No. 2.....</u>	<u>\$24,565,336.00</u>
<u>Total.....</u>	<u>\$26,476,529.00</u>

PAGE 2

See Exhibit B

...

See Exhibit B

...

Exhibit B: Index of Drawings and Specifications
Exhibit C: GMP Summary, Dated December 6, 2019
Exhibit D: VE Worksheet

...

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:
March 15, 2021

IMPORTANT: Notwithstanding any provisions of this Agreement or any other document, the Guaranteed Maximum Price referenced in §A.1.1.1 as "GMP No. 1" in the amount of \$1,911,193.00 is the maximum Contract Sum for "Phase 1" of the Project (Early Site Work), and the Guaranteed Maximum Price referenced in §A.1.1.1 as "GMP No. 2" in the amount of \$24,565,336.00 is the maximum Contract Sum for "Phase 2" of the Project (all portions of the Project save and except than the Early Site Work). Notwithstanding any other provisions of this Agreement or any other document, the Guaranteed Maximum Price referenced in §A.1.1.1 as "Total" in the amount of \$26,476,529.00 is the Guaranteed Maximum Price for the entirety of the Project including both Phase 1 of the Project (Early Site Work) and Phase 2 of the Project (all portions of the Project save and except the Early Site Work) and the Contract Sum for the entirety of the Project shall not exceed \$26,476,529.00.

PAGE 3



Jim Graham, Vice President Preconstruction

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:50:24 ET on 12/10/2019 under Order No. 4171348595 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit "B"

**Anna Municipal Complex
City Hall
Anna, TX
JOB # 1967**

December 6, 2019

INDEX OF DRAWINGS

Sheet	Description	Date	Revision
GENERAL			
G1.00	SHEET INDEX	9/19/2019- Not Sealed	
G1.01	GENERAL NOTES AND LEGENDS	9/19/2019- Not Sealed	
G1.02	LIFE SAFETY AND CODE ANALYSIS	9/19/2019- Not Sealed	
G2.01	LIFE SAFETY PLAN - LEVEL 01	9/19/2019- Not Sealed	
G2.02	LIFE SAFETY PLAN - LEVEL 02	9/19/2019- Not Sealed	
CIVIL			
C0.01	GENERAL NOTES AND ABBREVIATIONS	7/19/2019	10/1/2019
C0.01A	CITY OF ANNA GENERAL NOTES	7/19/2019	10/1/2019
C0.02	EXISTING CONDITIONS	7/19/2019- Not Sealed	
C0.03	DEMOLITION PLAN - PHASE I	7/19/2019	10/1/2019
C0.04	DEMOLITION PLAN - PHASE II	7/19/2019	10/1/2019
C0.05	PLAT	7/19/2019- Not Sealed	
C1.01	DIMENSION CONTROL PLAN PHASE I	7/19/2019	10/1/2019
C1.02	DIMENSION CONTROL PLAN PHASE II	7/19/2019	10/1/2019
C1.03	DIMENSION CONTROL PLAN ADD ALTERNATES	7/19/2019	10/1/2019
C2.01	PHASE I GRADING PLAN - OVERALL	7/19/2019	10/1/2019
C2.02	PHASE I GRADING PLAN - NORTHWEST	7/19/2019	10/1/2019
C2.03	PHASE I GRADING PLAN - NORTHEAST	7/19/2019	10/1/2019
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C2.05	PHASE I GRADING PLAN - SOUTHWEST	7/19/2019	10/1/2019
C2.06	PHASE II GRADING PLAN - OVERALL	7/19/2019	10/1/2019
C2.07	PHASE II GRADING PLAN - SOUTHEAST	7/19/2019	10/1/2019
C2.08	PHASE II GRADING PLAN SOUTHWEST	7/19/2019	10/1/2019
C2.09	ADD ALTERNATE GRADING PLAN OVERALL	7/19/2019	10/1/2019
C2.10	ADD ALTERNATE GRADING PLAN SOUTHEAST	7/19/2019	10/1/2019
C2.11	ADD ALTERNATE GRADING PLAN SOUTHWEST	7/19/2019	10/1/2019
C2.12	ADD ALTERNATE GRADING PLAN NORTHEAST	7/19/2019	10/1/2019
C3.01	OVERALL UTILITY MAP	7/19/2019	10/1/2019
C3.02	WASTEWATER PROFILES	7/19/2019	10/1/2019
C3.03	TELECOM PLAN	7/19/2019	10/1/2019
C3.04	TELECOM PROFILES	7/19/2019	10/1/2019
C4.01	EXISTING DRAINAGE AREA MAP	7/19/2019	10/1/2019
C4.02	PROPOSED DRAINAGE AREA MAP	7/19/2019	10/1/2019
C4.03	DETENTION BASIN PLAN AND DETAILS	7/19/2019	10/1/2019
C4.04	DETENTION BASIN CALCULATIONS	7/19/2019	
C4.05	STORM DRAIN PLAN	7/19/2019	10/1/2019
C4.06	STORM DRAIN PROFILES - SHEET 1 OF 2	7/19/2019	10/1/2019
C4.07	STORM DRAIN PROFILES - SHEET 2 OF 2	7/19/2019	10/1/2019
C5.01	PAVING PLAN	7/19/2019	10/1/2019
C6.01	PAVING DETAILS	7/19/2019	10/1/2019
C6.02	SITE DETAILS	7/19/2019	10/1/2019
C7.01	EROSION CONTROL PLAN - PHASE I	7/19/2019	
C7.02	EROSION CONTROL PLAN - PHASE II	7/19/2019	
C7.03	EROSION CONTROL DETAILS - 1 OF 2	7/19/2019	
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Exhibit "B"

**Anna Municipal Complex
City Hall
Anna, TX
JOB # 1967**

December 6, 2019

INDEX OF DRAWINGS

Sheet	Description	Date	Revision
ARCHITECTURAL			
A1 00	BUILDING LOCATION	9/19/2019- Not Sealed	
A1 01	SITE PLAN	9/19/2019- Not Sealed	
A1 01A	SITE PLAN - CITY REVIEW	9/19/2019- Not Sealed	
A1 21	SITE DETAILS	9/19/2019- Not Sealed	
A1 02	SITE PLAN ALTERNATE 1 & 2	9/19/2019- Not Sealed	
A1 10	SITE PLAN ENLARGED	9/19/2019- Not Sealed	
A1 11	SITE PLAN ENLARGED	9/19/2019- Not Sealed	
A1 21	SITE DETAILS	9/19/2019- Not Sealed	
A2 00	ARCHITECTURAL PLAN - FOUNDATION	9/19/2019- Not Sealed	
A2 01	ARCHITECTURAL PLAN - LEVEL 01	9/19/2019- Not Sealed	
A2 01D	DIMENSION PLAN - LEVEL 01	9/19/2019- Not Sealed	
A2 02	ARCHITECTURAL PLAN - LEVEL 02	9/19/2019- Not Sealed	
A2 02D	DIMENSION PLAN - LEVEL 02	9/19/2019- Not Sealed	
A2 03	ARCHITECTURAL PLAN - LEVEL ROOF	9/19/2019- Not Sealed	
A2 20	WALL PARTITION TYPES	9/19/2019- Not Sealed	
A2 31	TYPICAL ROOF DETAILS	9/19/2019- Not Sealed	
A3 01	ENLARGED PLAN - COUNCIL CHAMBER	9/19/2019- Not Sealed	
A3 02	ENLARGED PLANS - VERANDA	9/19/2019- Not Sealed	
A3 03	ENLARGED PLANS - GROUP RESTROOMS	9/19/2019- Not Sealed	
A3 04	ENLARGED PLANS - INDIVIDUAL RESTROOMS	9/19/2019- Not Sealed	
A3 05	ENLARGED PLANS - POLICE LOCKERS AND TOILET	9/19/2019- Not Sealed	
A3 21	ENLARGED PLAN DETAILS	9/19/2019- Not Sealed	
A3 22	ENLARGED PLAN DETAILS	9/19/2019- Not Sealed	
A3 22 01	ENLARGED PLAN DETAILS	9/19/2019- Not Sealed	
A3 23	ENLARGED PLAN DETAILS	9/19/2019- Not Sealed	
A3 24	ENLARGED PLAN DETAILS	9/19/2019- Not Sealed	
A4 01	EXTERIOR ELEVATIONS	9/19/2019- Not Sealed	
A4 02	EXTERIOR ELEVATIONS	9/19/2019- Not Sealed	
A4 03	EXTERIOR ELEVATIONS	9/19/2019- Not Sealed	
A4 04	EXTERIOR ELEVATIONS	9/19/2019- Not Sealed	
A4 11	BUILDING SECTIONS	9/19/2019- Not Sealed	
A4 12	BUILDING SECTIONS	9/19/2019- Not Sealed	
A4 13	BUILDING SECTIONS	9/19/2019- Not Sealed	
A5 01	WALL SECTIONS	9/19/2019- Not Sealed	
A5 02	WALL SECTIONS	9/19/2019- Not Sealed	
A5 03	WALL SECTIONS	9/19/2019- Not Sealed	
A5 03-ALT	WALL SECTIONS	9/19/2019- Not Sealed	
A5 04	WALL SECTIONS	9/19/2019- Not Sealed	
A5 04-ALT	WALL SECTIONS	9/19/2019- Not Sealed	
A5 05	WALL SECTIONS	9/19/2019- Not Sealed	
A5 05-ALT	WALL SECTIONS	9/19/2019- Not Sealed	
A5 06	WALL SECTIONS	9/19/2019- Not Sealed	
A5 06-ALT	WALL SECTIONS	9/19/2019- Not Sealed	

Exhibit "B"

**Anna Municipal Complex
City Hall
Anna, TX
JOB # 1967**

December 6, 2019

INDEX OF DRAWINGS

Sheet	Description	Date	Revision
A5 11	WALL SECTION DETAILS	9/19/2019- Not Sealed	
A5 12	WALL SECTION DETAILS	9/19/2019- Not Sealed	
A5 13	WALL SECTION DETAILS	9/19/2019- Not Sealed	
A5 14	WALL SECTION DETAILS	9/19/2019- Not Sealed	
A5 15	WALL SECTION DETAILS	9/19/2019- Not Sealed	
A5 16	WALL SECTION DETAILS	9/19/2019- Not Sealed	
A5 50	TYPICAL EXTERIOR OPENING DETAILS	9/19/2019- Not Sealed	
A6 01	REFLECTED CEILING PLAN - LEVEL 01	9/19/2019- Not Sealed	
A6 02	REFLECTED CEILING PLAN - LEVEL 02	9/19/2019- Not Sealed	
A6 11	REFLECTED CEILING PLAN - ENLARGED - COUNCIL CHAMBER	9/19/2019- Not Sealed	
A6 12	REFLECTED CEILING PLAN - ENLARGED - CONFERENCE ROOMS	9/19/2019- Not Sealed	
A6 21	REFLECTED CEILING PLAN - DETAILS	9/19/2019- Not Sealed	
A7 01	DOOR SCHEDULE DOOR PANEL AND FRAME STYLES	9/19/2019- Not Sealed	
A7 11	DOOR DETAILS - HOLLOW METAL	9/19/2019- Not Sealed	
A7 12	DOOR DETAILS - STOREFRONT	9/19/2019- Not Sealed	
A7 13	DOOR DETAILS - EGRESS DOOR	9/19/2019- Not Sealed	
A7 21	WINDOW ELEVATIONS	9/19/2019- Not Sealed	
A7 22	GLAZING ELEVATIONS - CURTAIN WALL	9/19/2019- Not Sealed	
A7 23	GLAZING ELEVATIONS - CURTAIN WALL	9/19/2019- Not Sealed	
A7 24	GLAZING ELEVATIONS - INTERIOR	9/19/2019- Not Sealed	
A7 30	SKYLIGHT - PLANS AND SECTIONS	9/19/2019- Not Sealed	
A8 01	STAIR 1 - PLANS AND SECTIONS	9/19/2019- Not Sealed	
A8 02	STAIR 2 - PLANS AND SECTIONS	9/19/2019- Not Sealed	
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	TAS		
A12.01	TEXAS ACCESSIBILITY STANDARDS	9/19/2019- Not Sealed	
A12.02	TEXAS ACCESSIBILITY STANDARDS	9/19/2019- Not Sealed	
A12.03	TEXAS ACCESSIBILITY STANDARDS	9/19/2019- Not Sealed	
A12.04	TEXAS ACCESSIBILITY STANDARDS	9/19/2019- Not Sealed	
A12.05	TEXAS ACCESSIBILITY STANDARDS	9/19/2019- Not Sealed	
A12.06	TEXAS ACCESSIBILITY STANDARDS	9/19/2019- Not Sealed	
	SPECIFICATIONS		
	RSA Project #1816.10 & 1816.20 CITY HALL / MUNICIPAL COURT / POLICE / FIRE STATION	9/19/2019- Not Sealed	
	GMP ADDENDUM #1		
	RSA PROJECT #: 1816.20 ANNA FIRE STATION	10/01/2019- Not Sealed	
	GMP ADDENDUM #2		
	RSA PROJECT #: 1816.20 ANNA FIRE STATION	11/14/2019	

EXHIBIT C

City of Anna Municipal Complex
 Anna, Texas

GMP

December 6, 2019



Phase	Description	Total	75% GMP City Hall	75% GMP Fire Station
	General Conditions	662,002	407,246	254,756
	Cost of Work	446,033	252,564	193,469
	Building Permit	0		
	Testing Services	0		
		0		
	Allowances	0		
	City Hall Water Feature and Water Purification Equipment	50,000	50,000	-
	Monument Sign	15,000	15,000	-
		0		
		0		
DIV 3 CONCRETE		0		
03A CONCRETE		2,159,952	1,664,550	495,402
	100 % Cased Piers	218,958	153,271	65,687
		0		
DIV 4 MASONRY				
04A MASONRY		523,820	160,964	362,856
	Flashing	63,375	42,378	20,997
	Rigid Insulation	0	-	-
		0		
DIV 5 METALS		0		
05A STEEL		2,365,485	1,734,750	630,735
	Additional 20% Steel per Struc note	281,500	221,250	60,250
	Erection	0		-
	Misc Steel	157,090	132,630	24,460
05B DECORATIVE RAILING		508,092	508,092	-
		0		
DIV 6 WOODS & PLASTICS		0		
06A ROUGH CARPENTRY		167,455	98,466	68,989
06B FINISH CARPENTRY		663,846	494,567	169,279
06C GLULAM TRUSS		376,700		376,700
		0		
DIV 7 THERMAL & MOISTURE PROTECTION		0		
07A WATERPROOFING		208,750	144,269	64,481
07B ROOFING		665,835	410,093	255,742
07C EXPANSION JOINTS		5,580	-	5,580
07F TERRA COTTA CLADDING		1,282,691	938,267	344,424
07G COMPOSITE ALUMINUM PANELS		797,824	428,798	369,026
		0		
DIV 8 DOORS & WINDOWS		0		
08A DOOR FRAMES HARDWARE		347,353	230,360	116,993
	Door Install	24,200	16,600	7,600
	Access Doors	7,500	5,500	2,000
08B OVERHEAD COILING DOORS		72,330	-	72,330
08C GLASS AND GLAZING		2,254,115	1,820,700	433,415
08D BALLISTIC SECURITY WINDOW		15,000		15,000
08E SKYLIGHT		178,327	178,327	-
08F LOUVERS		2,440	2,440	-
		0		
DIV 9 FINISHES		0		
09A DRYWALL		1,809,786	1,386,486	423,300
09B PORTLAND CEMENT STUCCO		232,994	221,952	11,042
09C STRETCHED-FABRIC WALL SYSTEMS		54,422	50,078	4,344
09D TILING		673,147	456,960	216,187
09F STONE FLOORING		274,712	274,712	-
09G RESILIENT FLOORING		0		-
09H RUBBER FLOORING		17,863		17,863
09J PAINTING		353,318	255,840	97,478
		0		
DIV 10 SPECIALTIES		0		
10A MARKERBOARDS		29,200		29,200
10B SIGNAGE		68,523	30,171	38,352
10C TOILET PARTITIONS		41,100	16,559	24,541
	Corner Guards	27,913	21,630	6,283
10D LOCKERS		69,435	69,435	-
10E MOBILE STORAGE SHELVES		2,500		2,500
10F PROTECTIVE GEAR STORAGE SYSTEMS		11,173		11,173
10G PRE ENGR CANOPIES		29,770	22,316	7,454

10H	FLAGPOLES		2,737	7,315	5,422
10J	MISCELLANEOUS SPECIALTIES		3,000		3,000
10K	DISPLAY CASE		10,936	8,000	2,936
			0		
DIV 11	EQUIPMENT		0		
11A	RESIDENTIAL APPLIANCES		40,029	16,254	23,775
11B	ATM KIOSK		19,312	19,312	-
11C	FINGERPRINT STATION		3,600	3,600	-
11D	METAL EVIDENCE LOCKERS		36,700		36,700
			0		
DIV 12	FURNISHINGS		0		
12A	WINDOW TREATMENTS		39,000	28,750	10,250
12B	AUDITORIUM SEATING		65,061	65,061	-
12C	SITE FURNISHINGS		41,432	41,432	-
			0		
DIV 13	SPECIAL CONSTRUCTION		0		
13A	SAUNA		8,160		8,160
			0		
DIV 14	CONVEYING SYSTEMS		0		
14A	ELEVATORS		134,120	134,120	-
			0		
DIV 21	FIRE SUPPRESSION		0		
21A	FIRE SUPPRESSION		209,441	129,675	79,766
			0		
DIV 22	PLUMBING		0		
22A	PLUMBING		0	-	-
			0		
DIV 23	HVAC		0		
23A	HVAC		2,690,495	1,770,380	920,115
	Test and Balance		0	-	-
	Controls		0	-	-
			0		
DIV 26	ELECTRICAL		0		
26A	ELECTRICAL		2,121,294	1,635,723	485,571
			0		
DIV 27	COMMUNICATIONS		0		
27A	COMMUNICATIONS		137,285	113,926	23,359
27B	AUDIO - VISUAL		452,243	330,908	121,335
27C	INTERCOMM		20,742	16,009	4,733
			0		
DIV 28	LIFE SAFETY & SECURITY		0		
28A	ELECTRONIC SAFETY & SECURITY		274,519	238,406	36,113
	Fire Alarm		138,403	68,462	69,941
			0		
DIV 31	EARTHWORK		0		
31B	TERMITE CONTROL		2,757	1,672	1,085
			0		
DIV 32	EXTERIOR IMPROVEMENTS		0		
32A	LANDSCAPING		286,110	286,110	-
32B	PAVEMENT MARKINGS		7,860	7,860	-
32D	FENCE		0	-	-
32E	ASPHALT PAVING		15,000		15,000
32F	WATER FOUNTAIN		290,001	290,001	-
32G	PAVERS		44,987	44,987	-
			0		
	SUBTOTAL		25,322,333	18,175,184	7,147,148
	Builder's Risk Insurance		61,078	43,839	17,239
	General Liability Insurance		182,321	130,861	51,459
	Umbrella Liability Insurance		113,950	81,788	32,162
	Pollution Policy		5,064	3,635	1,429
	Construction Contingency- Allowance		650,000	466,540	183,460
	GC Contingency- Allowance		0	-	-
	Subtotal		26,334,747	18,901,849	7,432,899
	Fee		579,364	415,841	163,524
	Total Estimate w/o Bond		26,914,111	19,317,689	7,596,423
	Payment and Performance Bond		194,185	139,377	54,808
	Subtotal of City Hall and Fire Station		27,108,297	19,457,066	7,651,231
	Early Site Package		1,911,193	1,755,386	155,807
	Total		29,019,490	21,212,452	7,807,038

Alternates:

1 Additional paved parking area to the south of City Hall	182,780
2 Additional paved parking area to the east of City Hall	55,028
3 Install UV lighting at Police Men's and Women's Locker Rooms	5,716
4 Pavers and pedestal assemblies at City Hall Second Floor balconies	52,823
5 New mobile storage systems as specified in Section 105625	63,866
6 Porcelain panel rainscreen cladding at exterior walls	114,285
7 Install bullet resistant panels in walls adjacent to Customer Service windows at l	37,411
8 Fences and gates at Fire Station 323119 - Decorative Metal Fences and Gates.	7,532
9 Additional 12 trees.	19,170

Exhibit D

Anna Municipal Complex - Construction Only Cost Summary (12.6.19)

City Hall/Municipal Court/Police GMP from LLC as of 12.5.19	\$21,212,452
Fire Station GMP from LLC as of 12.5.19	\$7,807,038
Total GMP Pricing for Municipal Complex as of 12.5.19 Including Sitework	\$29,019,490
Less Amendment # 1 - GMP Price for Early Site Work	(\$1,911,193)
GMP Cost to Complete Remainder of Work	\$27,108,297
Less Value of Accepted VE Items Below	(\$2,542,961)
Amendment # 2 - GMP Price to Construct Remainder of Project	\$24,565,336

VE Item #	Description	VE Amount
Phase III - Value Engineering List		
Architectural Items		
Ph. III-A2	Painted GFRC Exterior Columns in lieu of ACM column covers	(\$118,866)
Ph. III-A3	Reduce number of full height wall partitions to just conference rooms, City Manager and between departmental suites	(\$41,280)
Ph. III-A4	Eliminate lighted handrails in fire stairs of City Hall. Provide wall mounted LED lighting on the three non-glass sides of the fire stair enclosures to provide code required lighting on treads. Maintain lighting at ceiling as currently shown. Use painted steel handrails with Special Coatings Paint on them. RSA to provide detail of handrail design. Remove circuiting to currently specified lighted handrails	(\$73,788)
Ph. III-A7	Eliminate water feature on south side of City Hall and water treatment equipment	(\$350,881)
Ph. III-A9	Eliminate glass shards around City Hall skylight and supporting structure	(\$132,612)
Ph. III-A10	Eliminate glass skylight at City Hall and supporting structure. Infill with standard roof structure and materials used on the remainder of the roof	(\$171,030)
Ph. III-A14	Eliminate overflow drains on both City Hall and Fire Station. Provide appropriately flashed scuppers through the exterior fascia instead	(\$85,302)
Ph. III-A15	Price current interior finishes provided on RSA finishes schedule vs. allowances in the specifications	(\$159,960)
Ph. III-A17	Eliminate bullet resistant glass at all service counters at Customer Service, Municipal Court, Police Records and Development Services. Provide 3/8" thick tempered glass with standoffs in pattern currently indicated. Kevlar to remain at dais in Council Chambers	(\$5,900)
Ph. III-A20	Eliminate blue etched glass in building lobby of City Hall. Replace with painted GWB, 12" cherry wood base and wood chairrail. Blue glass in Council Chambers to remain	(\$30,881)
Ph. III-A22	Change all VDB-3 glass dry erase marker boards to VDB-4 visual display vinyl wall covering equal to Just Rite JR48-00 with scrim backing. Provide 20 ga. sheet metal substrate applied smoothly and flat to wall for use with magnets underneath the vinyl wall covering. Provide 4" cherry wood trim around vinyl white boards	(\$12,211)
Ph. III-A23	Change pendant mounted lighting in Police Briefing Room 166 to match other 2 x 4 recessed indirect LED light fixtures used on the project providing 45 fc of lighting at the training table tops. Maintain recessed can lights as currently indicated	(\$1,032)
Ph. III-A25	Move all residential appliances to Owner furnished contractor installed (OFCI) except Gas Oven/Range in Fire Station and Hood for Gas Oven/Range shall remain in contractor's scope (CFCI)	(\$32,435)
Ph. III-A26	Shell in Staff Restrooms 219 and 220. Provide MR type GWB walls and ceilings taped and bedded. Cap plumbing at walls and floors	(\$14,755)
Ph. III-A27	Eliminate millwork in IT repair 248. Repair stations, overhead storage and drawer pedestals will be provided as part of FF&E. Maintain all electrical and data called for in this area	(\$2,366)
Ph. III-A28	Eliminate lockers in Executive Conference Room 110. Move to FF&E item (OFCI)	(\$5,544)
Ph. III-A29	Eliminate acoustical block in Fire Station apparatus bays. Replace with standard CMU non-acoustical block and paint with block filler and paint specified	(\$13,141)
Ph. III-A31	Move the cost of the Dry Sauna unit in Detox 154 of Fire Station to FF&E (OFCI)	(\$8,421)

Ph. III-A33	Eliminate display cabinet in Fire Station Lobby 102. Maintain power for lighting in cabinet for future cabinet install	(\$6,731)
Ph. III-A34	Eliminate the three flag poles on the project	(\$13,145)
Ph. III-A36	Remove requirements for AESS steel. Grind welded joints down smooth and remove all slag from exposed structural steel	(\$2,064)
Ph. III-A37	Change mortise hardware at Fire Station to bored cylinder locksets with similar handles and rosettes as those specified	(\$5,676)
Ph. III-A38	Move room signage to FF&E item (OFCL). All other signage such as building plaques and cast aluminum letters to remain in contractor's scope of work	(\$15,918)
Ph. III-A39	Move 119613 Finger Print Dusting Station to FF&E item (OFCL)	(\$3,715)
Ph. III-A41	Replace VWC in restrooms with painted GWB	(\$9,288)
Ph. III-A44	Use EPDM roofing in lieu of mod bit roofing (60 mil reinf. white or gray?)	(\$132,935)
Ph. III-A47	4 1/2" storefront in lieu of 6" curtainwall at FS V Roof	(\$15,170)
Ph. III-A48	Omit fritted glass	(\$72,756)
Ph. III-A49	Reduce construction contingency from \$650K to \$575K	(\$75,000)
MEP Items		
Ph. III-MEP1	Change copper to aluminum feeders where allowed by specifications	(\$8,772)
Ph. III-MEP2	Change copper to aluminum busway and windings excluding generator fed panels	(\$6,708)
Ph. III-MEP3	MC Cable based on the following conditions: 1) Only where completely concealed, 2) maximum of 75' allowed from home-run junction box to LAST device in the branch for receptacles, 3) NOT allowed as home-run to panels, 4) NOT allowed for mechanical, or equipment connections, 5) allowed above lay-in ceilings for final connection to light fixtures, max. length of 15' from hard-piped junction box to fixture, 6) allowed as final connection to other light fixtures, maximum of 6'	(\$33,540)
Ph. III-MEP4	Capture savings of Oncor feed change (ME is waiting on markup from the City	Owner
Ph. III-MEP5	Remove USB receptacles, replace with receptacles to match remainder of project	(\$1,342)
Ph. III-MEP7	Remove future conduit for EV charging	(\$413)
Ph. III-MEP8	Remove electrical charging receptacles from each police locker	(\$3,612)
Ph. III-MEP9	Remove concrete encasement for Fire Station generator feed	(\$2,580)
Ph. III-MEP10	Remove concrete encasement for City Hall generator feed	(\$2,580)
Ph. III-MEP11	Consider an alternate light fixture package	(\$170,280)
Ph. III-MEP14	Remove up-lighting in fire station Type V fixture	(\$3,096)
Ph. III-MEP15	Reduce or remove slot diffusers change to 2 x 2	(\$59,340)
Ph. III-MEP17	Remove forced air exhaust system from Police lockers (keep drywall furredowns)	(\$5,196)
Ph. III-MEP18	Reduce sound isolation return air boots (affects acoustics)	(\$19,131)
Ph. III-MEP19	Revise lined duct to wrapped duct for supply (affects acoustics)	(\$16,903)
Ph. III-MEP20	Remove lined insulation from return air duct (affects acoustics)	(\$10,392)
Ph. III-MEP21	Consider an alternate plumbing fixture package	(\$16,522)
Ph. III-MEP23	Reduce number of floor drains in men's and women's public restrooms to one per restroom	(\$1,069)
Ph. III - MEP 26	Use standard NHCL couplings for SW&V and storm piping above ground	(\$16,855)
Ph. III - MEP 27	Reduce lighted handrails at front entry porch and ramp. Use stainless steel cable rail instead with no illumination	(\$172,600)
Structural Items		
Ph. III-Str.1	Utilize braced frames in lieu of moment connections to reduce moment frame beam sizes, reduce moment frame column sizes, eliminate 72 moment connections along with field inspection and testing requirements. Replace with 2 braced frames in east-west direction	(\$43,344)
Ph. III-Str.8	Remove steel structure inside of apparatus bay steel channel surrounds. Some steel support will have to extend at headers from CMU bond beams to keep the headers from sagging, but otherwise the steel columns and structure inside the steel surrounds can be removed	(\$9,465)
Ph. III-Str.9	Reduce misc. steel allowance to 10% in lieu of 20%	(\$144,480)
Ph. III-Str.12	Delete western most wood truss girder in Apparatus Bays	(\$8,587)
Landscape Items		

Ph. III-LA1	Eliminate P2 and P3 vehicular pavers on concrete base at north south entry drive on south side of City Hall. Replace with broom finished concrete with sawcut control joints at 2' OCEW. Total reduction of pavers for LA1 and LA2 is 2400 SF. See layout from Landscape Architect	(\$14,652)
Ph. III-LA2	Eliminate P2 pedestrian pavers on concrete base immediately south of entrance to City Hall and at south plaza. Replace with broom finished concrete with sawcut control joints at 2' OCEW. See layout from Landscape Architect	(\$1,728)
Ph. III-LA3	Eliminate rectangular P2 pedestrian paver area on concrete base northwest of City Hall Development Services. Replace with concrete to match adjacent material. See layout from Landscape Architect	(\$1,513)
Ph. III-LA4	Change 50,000 SF of sodded area to hydromulch as shaded on L2.01 landscape VE suggestion drawing. Must be installed between April and early October to be acceptable change	(\$17,544)
Ph. III-LA5	Move all site furniture to FF&E scope instead of CMAR scope of work	(\$42,758)
AV/IT/Security/Acoustics Items		
Ph. III-COM1	Reduce the number of cables to each workstation to one (1). City can utilize computer port on the phone set for connecting the computer at each location in lieu of having separate phone and data outlets at each location	(\$30,027)
Ph. III-SEC1	Remove the (7) interior cameras from the Fire Station. Data drops for those cameras would also be deleted	(\$5,790)
Ph. III-SEC2	Have all cameras recorded at a single location (City Hall) and remove (1) NVR from the Fire Station. If the cameras are on the network, they can be recorded anywhere within the City of Anna network	(\$2,941)
Ph. III-AV1	Reduce conference rooms to single wireless connectivity only (no control keypads in conference rooms, remove HDMI extenders from tables, remove ceiling speakers.	(\$19,141)
Ph. III-AV3	Reduce display sizes to the next size down	(\$23,377)
Civil Items		
Ph. III-CIV1	Move east side headwall (eliminates 80' of 21" RCP)	(\$7,750)
Ph. III-CIV2	Eliminate sidewalks east of police parking lot	(\$6,130)
Total Value Engineering Estimate for Ph. III of VE		(\$2,542,961)

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF IN EXECUTING AND APPROVING CHANGE ORDER NO. 3 TO THE CONTRACT WITH LEE LEWIS CONSTRUCTION FOR THE CITY HALL CONSTRUCTION PROJECT

WHEREAS, on December 10, 2019, the City of Anna, Texas (the City), via its Res. No. 2019-12-658, awarded a contract to Lee Lewis Construction, Inc., for the General Construction Phase Services ("Phase 2") associated with the design and construction of the City's new municipal complex (the "Project"), and;

WHEREAS, Change Order No. 3 is a no-cost change order resulting in no change to the agreed upon Guaranteed Maximum Price; and

WHEREAS, during the course of construction Lee Lewis has encountered significant delays in the manufacturing and acquisition of building materials and is requesting a new substantial completion date of February 28, 2022 for the project, and;

WHEREAS, Lee Lewis has agreed to install pavers in the four veranda areas on the second floor of the Municipal Building in compensation for the requested time extension of the project and;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Change Order No. 1.

The City Council hereby approves Change Order No. 3 to the contract with Lee Lewis Construction, Inc., attached hereto as Exhibit 1 as an amendment to the Guaranteed Maximum Price for Phase 2 (see, e.g., A133-2009, Exhibit A, at Article A.1). The City Council further authorizes, ratifies and approves the City Manager's execution of same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Change Order.

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

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

Exhibit 1

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address) City of Anna NE Corner of 7th & Powell Anna, TX 75409	CONTRACT INFORMATION: Contract For: General Construction Date: February 10, 2019	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 12/9/2021
OWNER: (Name and address) City of Anna 111 North Powell Parkway Anna, TX 75409-0766	ARCHITECT: (Name and address) Randall Scott Architects, Inc. 14755 Preston Road, Suite 170 Dallas, TX 75254	CONTRACTOR: (Name and address) Lee Lewis Construction 17177 Preston Road, Ste. 160 Dallas, TX 75248

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The following is a no cost change order additional to the General Conditions for the extension of time on Anna Municipal Complex. This change order also adds the pedestal pavers to the veranda balconies at no cost to the owner.

The original Contract Sum was	\$ 26,780,171.00
The net change by previously authorized Change Orders	\$ 79,107.00
The Contract Sum prior to this Change Order was	\$ 26,859,278.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 26,859,278.00
The Contract Time will be increased by 6 Months 12 Days (196) days.	
The new date of Substantial Completion will be February 28, 2022	

NOTE: This is a no-cost Change Order and does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. Price. This Change Order solely increases the Contract Time and extends the date of Substantial Completion as set forth above (collectively, the "Time Extensions"). Notwithstanding any provision(s) of the Contract or Contract Documents there shall be no future increase to the Contract Sum or Guaranteed Maximum Price based on, arising from, because of, related to, growing out of, or in any way connected with the Time Extensions."

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Randall Scott Architects, Inc. ARCHITECT (Firm name)	Lee Lewis Construction CONTRACTOR (Firm name)	City of Anna OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE



Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 12/14/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the rehabilitation and repainting of the Sherley Heritage Park Water Tower. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

At the October 26th City Council Meeting, it was determined that the City should complete a public survey to determine what color to paint the historic water tower. There were two options, which included:

1. Silver with Black Block Letters "ANNA"
2. White with Purple Lettering "ANNA COYOTES"

The survey was opened in late October and ran through the end of November. The survey rules were:

- Voting was limited to one vote per household.
- Voters were required to be a utility customer.

628 votes were received. After applying the rules, this number went down to 551. The final results are:

(53.4%) 294 votes for silver paint and black lettering "ANNA"
(46.6%) 257 votes for white paint and purple lettering "ANNA COYOTES"

It is important to note that applying the rules only changed the winning percentage from 54.0% to 53.4% - meaning the votes received from duplicate voters and non-residents remained very consistent with the final tallies and **the corrections did not affect the outcome.**

In the FY 2022 Budget the City budgeted \$195,000 for the project, with the fund source being the Utility Fund.

City staff have been working with a tank rehabilitation company, Maguire Iron, to develop a scope and cost for the project. Maguire Iron has TIPS (The Interlocal Purchasing System) contracts for many of their services, which allow the City to complete the procurement process and receive the best price without having to

complete a separate bid process.

Staff worked with Maguire Iron to develop a scope which provides the best value and longest lasting product available for this application. Maguire Iron did extensive paint sampling and research on the existing tank condition. After completion of this work, Maguire Iron agreed to include a full lead abatement and containment, along with a full sandblast of the structure within our original project budget, which will extend the lifespan of the paint to approximately 20 years. The final price is \$170,000, plus the \$4,000 TIPS contract fee. Staff was concerned that the cost of full lead abatement would exceed the project budget. However, Maguire Iron is very interested in the project due to its historical nature and offered us a very competitive price.

Staff is recommending a budget matching the FY2022 budgeted amount of \$195,000 to allow for a small contingency which may be used if needed to address any unforeseen issues during the project.

The Quote is attached as Exhibit "A." Staff recommends approval so that we can begin the project in early 2022.

FINANCIAL IMPACT:

The budget for this project is in the FY2022 Community Investment Program Utility Non-Bond Fund. The project funding is currently \$195,000.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

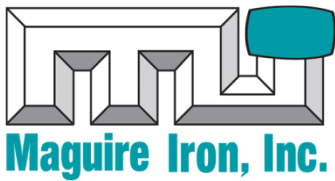
ATTACHMENTS:

1. Exhibit A - Anna 50MG-Cone Proposal
2. Resolution and Quote - Sherley Tank Rehab

APPROVALS:

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

Created/Initiated - 12/10/2021
Approved - 12/10/2021
Final Approval - 12/10/2021



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

CONTRACT FOR SERVICES

This contract made and entered into this 10 day of December, 2021, by and between Anna TX-City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Riveted Cone - 50MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Renovation

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) full prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) full intermediate coat of acrylic dryfall material to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 3.0 mils DFT).
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Lead Abatement

- Contractor will erect a 1A containment system on the tank.
- Containment system will contain dust bonnet, impenetrable ground cover, and dust collection system.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 170,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.

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 THE SHERLEY HISTORIC WATER TOWER TO MAGUIRE IRON, INCORPORATED IN THE AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the rehabilitation and re-painting of the Sherley Historic Water Tower is identified as a capital roadway maintenance projects in the City of Anna, Texas; and,

WHEREAS, the City of Anna completed a public survey and Anna neighbors selected a paint color matching the original tank paint of silver with black block letters; and,

WHEREAS, the City of Anna is seeking to utilize contract pricing through The Interlocal Purchasing System (TIPS); and,

WHEREAS, Maguire Iron has submitted a quote based upon their existing TIPS contract pricing; and,

WHEREAS, project funding will come from the City of Anna Utility Fund; 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 \$195,000 to Maguire Iron, Incorporated for the rehabilitation of the Sherley Historic Water Tower.

That funding for the project shall come from the City of Anna Utility Fund.

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

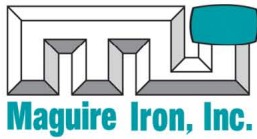
ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A (following pages)



**WATER TOWER
EXPERTS**

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

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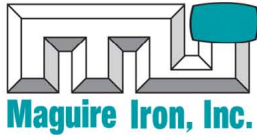
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WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Anna TX-City of

By: _____
(Name) (Title)

By: _____
(Name) (Title)

MAGUIRE IRON, INC.

By: Roxana Bagwell 12/10/2021
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.