

AGENDA

City Council Meeting



Tuesday, January 25, 2022 @ 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 January 25, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**

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

4. **Reports.**

Receive reports from Staff or the City Council about items of community interest.

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

5. **Work Session.**
 - a. Staff update on Traffic Studies in key locations across the City of Anna, including the results of the studies. (Director of Public Works, Greg Peters, P.E.)

- b. Discuss plans for funding the final engineering and construction of the future Hurricane Creek Regional Wastewater Treatment Plant. (Director of Public Works, Greg Peters, P.E.)
- c. Presentation by Michael Hanschen regarding the Mantua/Risland project. (Director of Economic Development Joey Grisham)

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 Meeting Minutes for City Council Meeting held January 11, 2022. (City Secretary Carrie Land)
- b. Approve a Resolution adopting Amendment to Professional Services Agreement for Municipal Judge Services. (City Manager Jim Proce)
- c. Acting as the Anna Housing Finance Corporation Board of Directors, approve an Agreement to engage the services of Chapman and Cutler, LLP related to the Parmore Senior Living Project. (Director of Economic Development Joey Grisham)
- d. Acting as the Anna Public Facility Corporation Board of Directors, approve a Memorandum of Understanding (MOU) with JPI Village Waters Creek Development, LLC. (Director of Economic Development Joey Grisham)
- e. Acting as the Anna Public Facility Corporation ("APFC") Board of Directors, approve and ratify the execution by the APFC President of that certain letter agreement between the APFC and Hilltop Securities, Inc. dated January 14, 2022. (Director of Economic Development Joey Grisham)
- f. Approve a Resolution authorizing the purchase and installation of replacement parts for the Phase 1 Rehabilitation of the John R. Geren Wastewater Treatment Plant in accordance with the City of Anna Community Improvement Program (CIP). (Director of Public Works, Greg Peters, P.E.)
- g. Approve a Resolution authorizing the City Manager to execute easement dedication documents and payment for a sanitary sewer easement across the Dickey Tract as required for the Hurricane Creek Sanitary Sewer System. (Director of Public Works, Greg Peters, P.E.)
- h. Approve a Resolution to amend, restate, and replace the Development Agreement related to development and design regulations for multiple-family residence located at the northeast corner of Finley Boulevard and Florence Way otherwise known as Parmore-Anna. (Director of Development Services Ross Altobelli).

7. **Items For Individual Consideration.**

- a. Annexation - Coyote Meadows (Director of Development Services Ross Altobelli)
 - 1) Consider/Discuss/Action on a Resolution approving an Agreement regarding services including a plan for municipal services regarding 150.2± acres generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.
 - 2) Conduct a public hearing to consider public comments regarding annexation of 150.2± acres generally located on the south side of Rosamond Parkway,

279± feet east of N. Powell Parkway.

3) Consider/Discuss/Action on an Ordinance annexing 150.2± acres generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

b. Zoning - Coyote Meadows (Director of Development Services Ross Altobelli)

1) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 153.6± acres located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway. Currently zoned: Agricultural District (AG) and Extraterritorial Jurisdiction (ETJ). Applicant: TFCC Coyote, LLC.

2) Consider/Discuss/Action on a Resolution regarding the Coyote Meadows, Preliminary Plat.

c. Consider/Discuss/Action on appointment of a Boards and Commissions Interview Committee. (City Secretary Carrie Land)

d. Consider/Discuss/Action on a Resolution approving an Incentive Agreement for new Economic Development with Anna Investments Group, LLC. (Director of Economic Development Joey Grisham)

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

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exception

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). *Bunetto v. City of Anna*, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division; *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.

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

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

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions; Meeting Procedures

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, January 21, 2022.

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. 5.a.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Staff update on Traffic Studies in key locations across the City of Anna, including the results of the studies. (Director of Public Works, Greg Peters, P.E.)

SUMMARY:

In 2021, the City of Anna contracted with three different traffic engineering firms to conduct traffic studies in multiple locations throughout the City of Anna, including:

- Traffic Signal Warrant Studies on SH 5 at Finley Boulevard and at Rosamond Parkway
- Traffic signal warrant studies on FM 455 at Oak Hollow Drive and at Willow Creek Drive/Westfield Drive
- Traffic Signal and Turning Movement Studies on FM 455 at US 75 and at Throckmorton/Walmart

Staff will present the results of the studies and discuss next steps in the process to seek traffic improvements in areas where they are warranted.

FINANCIAL IMPACT:

None at this time.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

No action is required.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 1/20/2022
Final Approval - 1/21/2022



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss plans for funding the final engineering and construction of the future Hurricane Creek Regional Wastewater Treatment Plant. (Director of Public Works, Greg Peters, P.E.)

SUMMARY:

Staff will present the City Council with project information, including cost and timing, as well as revenue sources, current available funds, and future funding options. Based on this discussion, staff will follow up with a formal professional services agreement for the final design of the proposed plant in a City Council Meeting in February.

FINANCIAL IMPACT:

None at this time.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

There is no action required.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 1/20/2022
Final Approval - 1/21/2022



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Presentation by Michael Hanschen regarding the Mantua/Risland project. (Director of Economic Development Joey Grisham)

SUMMARY:

Micahel Hanschen with the Risland Corp. will provide an update on the Mantua project that includes part of Anna and Van Alstyne.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

No recommendation as this is for information only and an opportunity for City Council to ask the Developer any questions regarding their future plans.

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve Meeting Minutes for City Council Meeting held January 11, 2022. (City Secretary Carrie Land)

SUMMARY:

Review and Approval of City Council Meeting Minutes for January 11, 2022.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20220111 (Draft 01192022)

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, January 11, 2022 @ 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 January 11, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

4. Reports.

a. Proclamation recognizing the Anna Marching Band. (Mayor Nate Pike)

The 2021 show "Heart of Gold" was a tremendous success and the Band earned many awards including Grand Champion of the Aubrey Marching Classic; Class Champion at the McKinney Marching Invitational; Class Champion and 4th place overall at the Don Hanna Memorial Classic in Denton; Area Finalist, placing 4th overall at the UIL Area B Marching Contest; UIL State Finalist, placing 5th at the State Marching Contest. (This was the first time in school history to qualify for the Finals of the State Marching Contest.)

Mayor Pike read and presented a Proclamation to the Anna Marching Band congratulating the Band on their success and awards earned throughout 2021 which qualified them for the Finals of the State Marching Contest.

b. Recognition of the 2021 Harvest Festival and 12 Days of Anna event volunteers: Kelli Abohosh, Joe Crowder, Debby Stone, Rick Quinonez, Vince Vaughn, Bill Wehunt, Kay Wehunt, and the Anna High School Choir, Beta Club and National Junior Honor Society. (Neighborhood Services Jeffery Freeth)

Neighborhood Services Coordinator Olivia Demings presented Certificates of Recognition to the Volunteers of the 2021 Harvest Festival and 12 Days of Anna events.

- c. Code Compliance Update for the year 2021. (Code Compliance Manager Kevin Martin)

Code Compliance Manager Kevin Martin presented a departmental overview for 2021 reviewing code compliance cases, rental registrations, health services, and environmental surveillance.

Mayor Pike read a letter sent to the City of Anna from the North Texas Food Bank thanking the City for participating in the annual Peanut Butter Drive. The City was also presented with a 2nd Place trophy for being one of the Top City Hunger Fighters and ensuring that no child or family goes hungry this holiday season.

3. **Neighbor Comments.**

No public comments.

5. **Work Session.**

- a. Presentation by the Collin County Children's Advocacy Center (CAC) regarding the proposed continuation of the partnership with Anna PD. (Police Chief Dean Habel)

Police Chief Habel spoke regarding the proposed continuation of the Collin County Children's Advocacy Center's partnership with the Anna Police Department. Representing Collin County Children's Advocacy Center (CAC), Chief Operating Officer Dan Powers and Collin County Sheriff's Office Assistant Chief Mitch Selman provided an overview of the services provided by CAC. Also, in attendance representing CAC was Chief Executive Officer Lynne McLean.

- b. Discussion on Radar Trailer Purchase (Police Chief Dean Habel)

Police Chief Habel provided a PowerPoint presentation regarding the traffic issues and the benefits of a speed trailer.

- c. Council Meeting Schedules (City Manager Jim Proce)

City Manager Proce spoke to the City Council regarding special meeting dates that need to be scheduled for upcoming projects and workshops.

It was the consensus of the City Council to schedule a Joint Meeting of the City Council and Parks Advisory Board in February (during the Parks regularly scheduled meeting) to discuss the Skatepark Project. Date to be determined.

It was the consensus of the City Council to schedule the Strategic Planning Workshop for a weekend session in early March. Date to be determined.

6. Consent Items.

Item 6.c. was removed from the Consent Agenda.

MOTION: Council Member Toten moved to approve Consent Items 6. a. -b. and d. – I. Council Member Miller seconded. Motion carried 7-0.

- a. Approve City Council Meeting Minutes for December 14, 2021. (City Secretary Carrie Land)
- b. Review Planning & Zoning Commission Meeting Minutes from November 6, 2021. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution regarding the De La Torre Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

Six single-family residences and one accessory building on one lot on 7.3± acres located at the northeast corner of Church Street, 1,668± feet east of Farm-to-Market Road 2862.

The Planning & Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DE LA TORRE ESTATES, BLOCK A, LOT 1, DEVELOPMENT PLAT

- e. Approve a Resolution regarding the Reston Ranch, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

Farm on one lot on 45.0± acres located on the east side of County Road 289, 985± feet south of County Road 1101.

The Planning & Zoning commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING RESTON RANCH, BLOCK A, LOT 1, DEVELOPMENT PLAT

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

Single-family residence on one lot on 15.0± acres located at the southeast corner of County Road 475 and County Road 503.

The Planning & Zoning Commission recommended approval.

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

- g. Approve a Resolution regarding the NTM Masonry Estates, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

Two single family residential lots on 3.0± acres located on the south side of Farm-to-Market Road 455, 847± feet east of Sheffield Drive.

The purpose of the final plat is to create two lots by dedicating lot and block boundaries and easements necessary for future development.

The Planning & Zoning Commission recommended approval.

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

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

Vacant lot on 0.4± acre located at the northeast corner of Hackberry Drive and Interurban Street.

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

The Planning & Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
J. A. GREER ADDITION, BLOCK A, LOT 1, FINAL PLAT.

- i. Approve a Resolution regarding the Persimmon Drive, Final Plat. (Director of Development Services Ross Altobelli)

Right-of-way dedication on 3.4± acres located on the south side of W. White Street, 1,293± feet west of Oak Hollow Lane. Zoned: Planned Development-Restricted Business District/Multiple-family – High Density/Single-Family Residential District (PD-C-1/MF-2/SF-60).

The purpose for the Final Plat is to dedicate right-of-way and easements necessary for the future construction and expansion of Persimmon Drive.

The Planning & Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS
APPROVING PERSIMMON DRIVE, FINAL PLAT.

- j. Approve an Ordinance regarding the Anna Retail Addition, Block A, Lot 4, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Retail store and general office on one lot on 2.1± acres located at the southeast corner of W. White Street and Throckmorton Boulevard. Zoned: C-2 General Commercial.

The purpose of the site plan is to show the proposed retail store and general office development site improvements.

ISSUES:

Design Standard Variation - Minimum Driveway Separation

The applicant is requesting a vary the minimum driveway separation requirement from adjacent intersections. The city's adopted Engineering Design Standards require any driveway proposed on Throckmorton Boulevard (Collector roadway) to be a minimum of 150 feet from W. White Street (Arterial roadway). The applicant is requesting to modify/reduce that distance to 86 feet.

Based on existing conditions the Director of Public Works is in support of allowing a reduction in the minimum driveway separation requirement while reserving the right to reevaluate the driveway location in the future – *See MEMO No: 21-PWD-038 dated December 30, 2021.*

Landscape Buffer Reduction

The applicant is requesting to reduce the minimum 20-foot landscape buffer requirement adjacent to the right-of-way. Sec. 9.06.007 (Setbacks) of Article 9.06 (Landscape Regulations) states that nonresidential and multiple-family parcels shall provide for a minimum 20-foot landscape buffer when adjacent to the right-of-way of any major thoroughfare. For the purpose of this article, a major thoroughfare is any proposed or existing thoroughfare with an ultimate right-of-way width of 60 feet or greater.

However, if unique circumstances existing which prevent strict adherence with the requirement the city council has the authority to consider granting a variance during the site plan approval process by reducing the buffer requirement to a minimum of 10 feet.

Unusual circumstances include but are not limited to: insufficient lot

depth or size of the existing lot, existing structures and drives, and floodplain and existing trees to be preserved. A variance may be granted if:

- (1) Unique circumstances exist on the property that make application of these requirements unduly burdensome on the applicant;
- (2) The variance will have no adverse impact on current or future development;
- (3) The variance is in keeping with the spirit of the zoning regulations, and will have a minimal impact, if any on the surrounding land uses; and
- (4) The variance will have no adverse impact on the public health, safety and general welfare.

Due to current right-of-way being less than 50 feet for this section of Throckmorton Boulevard the narrowness of the commercial property to support a 20-foot landscape buffer along Throckmorton Boulevard, and to maintain similar development form with the property to the west the applicant is requesting to reduce the required landscape buffer to 11-feet.

RECOMMENDATION:

The Planning & Zoning Commission recommended approval subject to:

1. Changes to the staff report.
2. City Council granting a Design Standard variation to the minimum driveway spacing separation per Director of Public Works recommendation.
3. City Council granting a reduced landscape buffer of 11 feet.
4. Additions and/or alterations to the engineering plans as required by the Public Works Department.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS APPROVING ANNA RETAIL ADDITION, BLOCK A, LOT 4, SITE PLAN.

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

Multiple-family residences on one lot on 13.4± acres located at the northwest corner of Finley Boulevard and Florence Way. Zoned: Planned Development-Multiple-Family – High Density (PD-MF-2).

The purpose of the site plan is to show the proposed multiple-family residential development site improvements.

The Planning & Zoning Commission recommended approval.

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

- I. Approve a Resolution regarding the Foster Crossing Addition, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

Multiple-family residences on one lot on 8.3± acres located at the northeast corner of Vail Lane and E. Foster Crossing Road. Zoned: Planned Development-Multiple-Family – High Density (PD-MF-2).

The purpose for the preliminary plat is to propose lot and block boundaries and easements necessary for the creation of the multiple-family residential development.

The Planning & Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
FOSTER CROSSING ADDITION, BLOCK A, LOT 1, PRELIMINARY
PLAT

- c. Approve a Resolution regarding the Agreement for FY22 Ambulance Services with AMR through Collin County. (Fire Chief Ray Isom)

This item is the annual renewal related to the Interlocal Agreement for ambulance transport services through Collin County. This agreement utilizes American Medical Response (AMR) as the service provider and is vital to the basic functionality of the fire department.

Collin County offers ambulance transport services to communities in the county that have not yet developed fire-based transport services. This is a cost-share agreement providing ambulances and EMS personnel that has existed for a significant period of time. These services will continue into portions of Quarter 3, after which Anna Fire Department will commence fire-based EMS. The Fire Department must continue obtaining these services from the County until the Fire Department establishes fire-based transport services. This agreement remains in effect until midnight on May 31, 2022.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
AMENDMENT THREE (3) TO AN INTERLOCAL AGREEMENT WITH
COLLIN COUNTY FOR THE PROVISION OF AMBULANCE
SERVICE

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

7. **Items For Individual Consideration.**

Council Member Miller moved to enter Closed Session. Council Member Vollmer seconded.

Mayor Pike recessed the meeting at 7:37 PM.

Mayor Pike reconvened the meeting at 7:48 PM.

- a. Development Agreement – Avery Pointe Commercial, Block A, Lot 3 (Director of Development Services Ross Altobelli)

Approve a Resolution entering into a development agreement with Anna 455 Commercial, LLC to establish development and design regulations for a self-storage facility development on 4.0± acres located on the east side of S. Ferguson Parkway, 323± feet north of W. White Street.

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.

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

- 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)

SUMMARY:

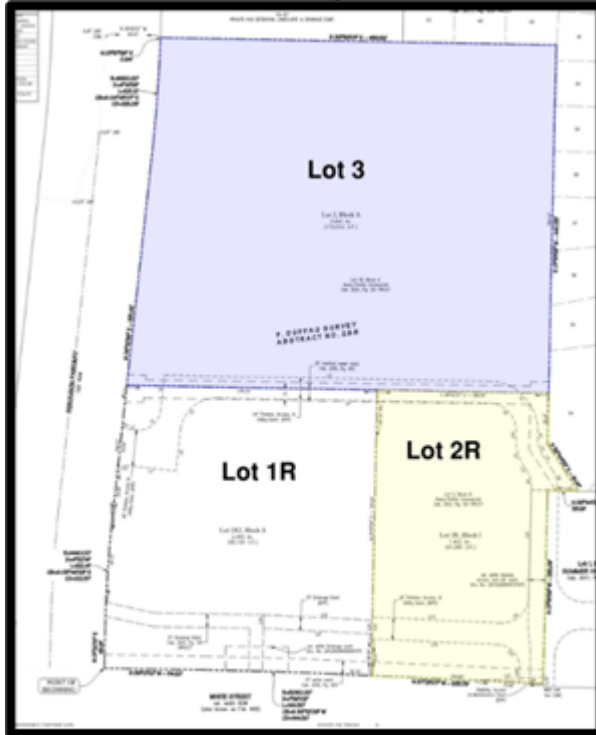
The zoning associated with Ordinance No. 179-2005 established the commercial zoning along the north side of W. White Street as well as the residential zoning for the Avery Pointe Subdivision. The commercial zoning regulations were amended in 2015 to modify setbacks, lot width, and lot coverage.

The request before the Council is specific to Lots 2R & 3 and is specific to 3 items;

1. Reduce the residential landscape buffering requirement on Lot 2R from 15 feet to 10 feet along the residential property line;
2. Granting a specific use permit for self-storage, mini-warehouse facility on Lot 3; and
3. Modifying development standards for self-storage, mini-warehouse

land use to include;

- o Reduced building height adjacent to residential homes
- o Reduced parking for self-storage, mini-warehouse.
- o Hours of operation
- o Requirements for solid waste collection
- o Prohibit outside storage



ISSUES:

Item # 1: Reduce the residential landscape buffering on Lot 2R

The Planned Development zoning (Ordinance No. 179-2005) established a 15-foot landscape buffer between commercial uses and the single-family residential lots. Section 9.06.006 Minimum landscaping requirements states:

“Whenever a nonresidential use... is adjacent to a property used or zoned for single-family or duplex residential use, the more intensive land use shall provide a landscaped area of at least 10 feet in width along the common property line planted with one large tree (minimum three inches in caliper and seven feet in height at time of planting) for each 40 linear feet or portion thereof of adjacent exposure.”

The applicant is requesting to reduce the landscape buffer only on Lot 2R to 10 feet. The applicant is requesting this modification due to the construction of an existing fire lane shared between Lot 2R and Kwik Kar (Summerhill Addition, Block A, Lot 1). Aligning with the existing fire lane would cut into the 15-foot landscape buffer.

Item #2 & 3: Self-storage, mini-warehouse with modified development standards on Lot 1R

Specific Use Permit

When the initial zoning was approved by City Council for the commercial tract, the ordinance listed that the permitted uses would be the same as those permitted in the “C-2 General Commercial” zoning district. The ordinance went further and listed all permitted uses permitted in all commercial/retail areas. Self-storage, mini-warehouse was listed as a “Conditional Use”:

“Miniwarehouses – If approved by the Anna City Council as a Conditional Use per Section 6, Conditional Uses of the City of Anna Zoning Ordinance.”

Conditionals Uses, also known as specific use permits (SUP), is defined as:

“...any building, structure, and use which complies with the applicable regulations and standards governing conditional uses of the zoning district in which such building, structure, and use is located and for which a permit is granted.”

Subsection 9.04.036 Specific Use Permit (previously known as conditional uses) of the Zoning Ordinance establishes the procedures of a specific use permit and specifically states;

The designation of a specific use permit as possible in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each specific use permit application shall be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate with regard to the health, safety and welfare of the general public.

Safeguards and conditions concerning setbacks, ingress and egress, off-street parking and loading arrangement, location or construction of buildings, and uses and operation are items that can be conditioned when considering this type of permit.

Please review the staff report dated January 3, 2022 for additional information on

- o Lighting
- o Trash
- o Open Storage
- o Crime
- o Traffic Impacts
- o Parking

SUMMARY:

Request to amend zoning of 6.0± acres located on the north side of W. White Street, 293± feet east of S. Ferguson Parkway. Zoned Planned Development-General Commercial (PD-C-2) (Ord. No. 179-2005 as modified by Ord. No. 226-2005 & Ord. No. 709-2015)

As part of the zoning request the applicant has submitted a Concept Plan for the self-storage and a Site Plan for the restaurant/grocery,

Lot 2R - Landscape buffer reduction request:

The applicant is requesting to reduce the required residential landscape buffering from 15 feet to 10 feet in order to align the proposed fire lane extension with the existing fire lane. If the property were not within a planned development, the restaurant/grocery store would be permitted with a 10-foot residential landscape buffer.

Lot 3 - SUP self-storage, mini-warehouse with modified development standards.

As part of the original Planned Development zoning the City Council approved self-storage, mini-warehouse as a conditional use. The specific use permit process gives City Council the ability to evaluate land use proposals on a case-by-case basis to ensure that safeguards are in place prior to construction. Specific use permit application shall be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate with regard to the health, safety and welfare of the general public. The applicant is proposing certain safeguards and conditions to address residential adjacency concerns to include

- a. Hours of operation: 6:00 a.m. to 10:00 p.m.
- b. Prohibiting outside storage.
- c. Two-story buildings must be setback 160 feet from the eastern property boundary.
- d. Trash receptacles shall be interior to a building.

RECOMMENDATION:

A) Zoning - The Planning & Zoning Commission recommended (4-2)

- o APPROVAL of a reduction to the 15-foot residential landscape buffer requirement on Lot 2R to 10 feet, and;
- o DENIAL of granting a Specific Use Permit for self-storage, mini-warehouse and associated development standards.

B) Concept Plan (Lot 3) - The Planning & Zoning Commission recommended (4-2) DENIAL of the Avery Point Commercial, Block A, Lot 3, Concept Plan.

C) Site Plan (Lot 2R) - The Planning & Zoning Commission recommended (6-0) APPROVAL of the Avery Point Commercial, Block A, Lot 2R, Site Plan.

Mayor Pike opened the Public Hearing at 8:00 p.m.

Written statements by Jessica Hurley and Sherry Foelkl in opposition to

amending 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 were entered into the record.

The following individuals spoke in opposition to amending 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:

1. William Brush
2. Lee Norment
3. Julia Norvell
4. John Oglesby

Mayor Pike closed the Public Hearing at 8:14 PM.

Clint Richardson, representing Property Owner Greater Texas Land Resources, provided an overview of the project to the City Council.

Representing Applicant The Davis Group, Grey Reed gave a PowerPoint presentation providing an update on the project. Mr. Richardson and Mr. Reed responded to City Council Members' questions.

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.

Motion: Council Member Toten moved to approve a reduction to the 15-foot residential landscape buffer requirement on Lot 2R to 10 feet. Council Member Miller seconded. Motion carried 7-0.

B) Consider/Discuss/Action on a Resolution regarding the Avery Point Commercial, Block A, Lot 3, Concept Plan.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AVERY POINTE COMMERCIAL, BLOCK A, LOT 3, CONCEPT PLAN.

MOTION: Council Member Vollmer moved to grant a Specific Use Permit for self-storage, mini-warehouse and associated development standards. Council Member Atchley seconded. Motion failed 4-3. Council Members Toten, Miller, Ussery, and Mayor Pike opposed.

C) Consider/Discuss/Action on a Resolution regarding the Avery Point

Commercial, Block A, Lot 2R, Site Plan.

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
AVERY POINTE COMMERCIAL, BLOCK A, LOT 2R, SITE PLAN.**

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

- c. Discuss and consider approval of a Resolution authorizing the City Manager to submit a letter of support from the City Council of the City of Anna, Texas, for the proposed Hurricane Creek Regional Wastewater Treatment Plant planned for the City of Anna west of US 75, to the Texas Commission on Environmental Quality.

The City of Anna submitted a request for a discharge permit from the Texas Commission on Environmental Quality (TCEQ) for a new wastewater treatment plant in the southwest portion of the City last year. TCEQ has deemed the submittal administratively complete and is beginning their technical review.

As the process moves forward, there will be an open period for public comment. As such, all interested parties are allowed to submit letters in support or in opposition to the proposed wastewater treatment facility.

The proposed Hurricane Creek Regional Wastewater Treatment Plant is essential to the near term and long-term growth and prosperity of the Anna community. The plant will allow for significant commercial and residential development to move forward on the west side of US 75. It will also provide sewer treatment needed for the existing Hurricane Creek development. Existing sewer flows from Phase 1 of the Hurricane Creek development is currently being pumped and hauled by City staff to an alternate downstream sewer connection.

The proposed plant is intended to be a regional solution. The plant is being designed to allow Weston and Van Alstyne to sewer significant portions of their respective sewer districts to the plant in Anna, providing cost-sharing opportunities for the project and lessening the cost burden on the City of Anna.

Staff recommends the City Council to submit a letter of support for the project to TCEQ.

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND
AUTHORIZING THE CITY MANAGER TO SEND A LETTER OF
SUPPORT FROM THE CITY COUNCIL OF THE CITY OF ANNA,
TEXAS TO THE TEXAS COMMISSION ON ENVIRONMENTAL
QUALITY FOR THE HURRICANE CREEK REGIONAL WASTEWATER
TREATMENT PLAN, TPDES PROPOSED PERMIT NO.
WQ0016043001, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO,
AND PROVIDING FOR AN EFFECTIVE DATE.**

MOTION: Mayor Pike moved to approve. Council Member Miller 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). Facilities Construction Projects
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).
Boards and Commissions

Council Member Vollmer moved to enter Closed Session.
Council Member Carver seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 9:34 PM.

Mayor Pike reconvened the meeting at 10:46 PM.

- 7.d.** Consider/Discuss/Action on filling a vacancy on the Economic Development and Community Development Corporation Boards. (City Secretary Carrie Land)

Mr. Matt Seagos has given his resignation to the staff, effective immediately. His term is not set to expire until May of 2023.

Staff seeks direction from Council and the Council Appointed Selection Sub-Committee to see if the Council wants to explore the following options:

- 1. Assign an interim appointment until the regular appointment cycle is enacted in May/June of 2022 and recruit a replacement during the normal cycle
- 2. Actively pursue an appointment now to serve the remainder of the term until May/June 2023
- 3. Do nothing at this time and recruit for replacement during the normal appointment cycle.

MOTION: Mayor Pike moved to take no action on this matter. Council Member Miller seconded. Motion carried 7-0.

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

No action taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 10:47 PM.

Approved on January 25, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Approve a Resolution adopting Amendment to Professional Services Agreement for Municipal Judge Services. (City Manager Jim Proce)

SUMMARY:

Approve a Resolution adopting Amendment to Professional Services Agreement for Municipal Judge Services

FINANCIAL IMPACT:

On going budgeted costs for Municipal Judge expenses as provided for by the City Council

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve as provided herein

ATTACHMENTS:

1. Res 1st Amendment Judge PSA C03029D20220114CR1

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF IN EXECUTING THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL JUDGE SERVICES

WHEREAS, the City Council ("City Council") of the City of Anna, Texas ("City") desires to approve and authorize the continued engagement of attorney Paul J. Liston to provide the services specifically described in and under the terms of the First Amendment to Professional Services Agreement for Municipal Judge Services ("Amendment") that is attached hereto as Exhibit A and incorporated herein as if set forth in full; and

WHEREAS, the City Council has determined that the Amendment between the City and attorney Paul J. Liston be approved as it is at a fair and reasonable price and the City Manager's execution of same should be authorized and approved, as set forth herein.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the Amendment attached hereto as Exhibit A and authorizes and approves the City Manager's execution of same, constituting the continued appointment of Paul J. Liston as Municipal Court Judge for the City of Anna Municipal Court No. 2.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this the 25th day of January 2022.

ATTESTED:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL JUDGE SERVICES

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL JUDGE SERVICES (this "Amendment") is made and entered into as of the 25th day of January 2022, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 N. Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "City" and Paul J. Liston with his office address of PO Box 1882, Rowlett, Texas 75030-1882, hereinafter called "Judge".

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

AMENDMENT TO ARTICLE 3 "TERM OF SERVICE, TERMINATION AND RESIGNATION"

The City and the Judge agree that effective January 25, 2022 the Professional Services Agreement for Municipal Judge Services (the "Agreement") attached hereto as Exhibit 1 is amended by amending Article 3 "Term of Service, Termination and Resignation" to read as follows:

"This Agreement shall become effective upon execution of this Agreement by City and the Judge. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Council, or the Judge, to terminate the services of the Judge subject to applicable state law. If the Judge terminates this Agreement by voluntary resignation, the Judge must give at least 30 days' notice in advance unless the Council agrees otherwise.

During the Judge's service, the term of this Agreement is for two years beginning on the date of its execution by both parties. Unless the Council terminates the services of the Judge within 90 days of the end of a term, the Judge will continue to serve for an additional two-year term—deemed to have begun on the day after the expiration of the preceding term—under the same terms of this Agreement."

AMENDMENT TO ARTICLE 4 "COMPENSATION"

The City and the Judge agree that effective January 25, 2022 the Agreement is further amended by amending Article 4 "Compensation" to read as follows:

"For judicial services performed by the Judge on or after January 25, 2022 in furtherance of the duties and functions set forth in Article 2 of the Agreement, the City agrees to pay the Judge and the Judge accepts payment at an hourly rate of \$180 and a one-time lump sum payment in the amount of \$_____ payable within 30 days of the effective date of

this Agreement. The compensation paid at the hourly rate is payable within a reasonable period, but no longer than 45 days after receiving an itemized billing statement from the Judge showing all work performed in increments of tenths of an hour. As additional compensation, the Judge shall be entitled annually to a \$25 reimbursement for expenses paid by the Judge related to state-mandated continuing education for municipal judges.”

NO FURTHER AMENDMENTS

Except as set forth above this Amendment does not amend any provision of the Agreement, which shall remain in full force and effect.

AS WITNESSED, the City and the Judge have executed this Amendment effective as of January 25, 2022.

CITY OF ANNA, TEXAS

Jim Proce, City Manager

ATTEST:

Carrie L. Land, City Secretary

AGREED AND ACCEPTED this the 25th day of January 2022.

Paul J. Liston
City of Anna Municipal Court Judge

**PROFESSIONAL SERVICES AGREEMENT
FOR MUNICIPAL JUDGE SERVICES**

Exhibit 1

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 9th day of February, 2010, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "City" and Paul J. Liston with his office address of PO Box 1882, Rowlett, Texas 75030-1882, hereinafter called "Judge" acting herein, by and through their themselves or their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
EMPLOYMENT OF CONSULTANT

City hereby contracts with Judge, as an independent contractor, and the Judge hereby agrees to perform the services herein in connection with the Position as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following position:

The position shall include, without limitation, the general services traditionally performed by a municipally retained or employed Municipal Court Judge including without limitation the services described under Article 2 of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

The Judge shall perform the duties and functions specified in applicable provisions of the City of Anna Home-Rule Charter and the City's ordinances, as amended, and other applicable State law and local ordinances and regulations pertaining to the position of a Municipal Court Judge and as the City Council may, from time to time, assign to the Judge, consistent with the intent of this Agreement.

ARTICLE 3
TERM OF SERVICE, TERMINATION AND RESIGNATION

This Agreement shall become effective upon execution of this Agreement by City and the Judge. The Judge serves at the pleasure of the City Council and nothing in this Agreement prevents, limits or otherwise interferes with the right of the Council, or the Judge, to terminate

the services of the Judge at any time. If the Judge terminates this Agreement by voluntary resignation, the Judge must give at least 30 days notice in advance unless the Council agrees otherwise.

During the Judge's service, the term of this Agreement is for two years beginning on the date of its execution by both parties. Unless the Council terminates the services of the Judge within 90 days of the end of a term, the Judge will continue to serve for an additional two-year term—deemed to have begun on the day after the expiration of the preceding term—under the same terms of this Agreement, except that the Judge will continue to receive the same rate of compensation for the additional two-year term that the Judge was receiving at the end of the second year of the Judge's earlier two-year term.

ARTICLE 4 **COMPENSATION**

City agrees to pay the Judge and the Judge accept payment at an hourly rate of \$100 during the first year of service for all work performed in furtherance of the duties and functions set forth in Article 2, above. This rate shall increase to an hourly rate of \$130 after the first full year of service. This compensation is payable within a reasonable period, but no longer than 45 days, after receiving an itemized billing statement from the Judge showing all work performed in increments of tenths of an hour. As additional compensation, the Judge shall be entitled annually to a \$25 reimbursement for expenses paid by the Judge related to state-mandated continuing education for municipal judges.

ARTICLE 5 **INDEPENDENT CONTRACTOR**

The Judge shall provide services to the City as an independent contractor, not as an employee of the City. The Judge shall not have or claim any right arising from employee status. The City shall not control the means, methods, sequences, procedures, or techniques utilized by the Judge to perform work or services under this Agreement or any associated task order.

ARTICLE 6 **INDEMNIFICATION**

To the fullest extent permitted by law, the City must defend, save harmless and indemnify Judge against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Judge's duties within the Judge's lawful jurisdiction, and must obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of this hold harmless and indemnification provision; provided that this section does not create any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor is it a waiver or modification of the availability of the defense of governmental immunity or any other legal defense, limitation or immunity available to either the City or the Judge as to any

third party; and provided further that City is not obligated to indemnify and hold harmless the Judge from and with respect to any claim or liability for which the conduct of the Judge is found by the courts to have been grossly negligent or to have committed intentionally wrongful conduct. This indemnification extends beyond and survives the termination of employment and the expiration of this Agreement.

ARTICLE 7 **HOURS OF WORK**

It is recognized that the Judge is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. The Judge agrees to devote the amount of time necessary for the full and proper performance of the Judge's duties and that the compensation provided for in this Agreement includes compensation for the performance of all services rendered.

ARTICLE 8 **NOTICES**

All notices, demands, and other writings may only be delivered by either party to the other by United States Mail, or by a reliable commercial courier at the following addresses:

To Judge:

Paul Liston
The Liston Law Firm, P.C.
PO Box 1882
Rowlett, Texas 75030-1882

To City:

City Manager
City of Anna
111 North Powell Parkway
P.O. Box 776
Anna, Texas 75409

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three days after mailing.

ARTICLE 9 **CONFLICT OF INTEREST PROHIBITION**

The Judge may not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Judge may not invest in any real estate or property improvements within the City without the prior written consent of the Council, except for a personal residence or residential property acquired or held for future use as the Judge's personal residence. The Judge must also comply at all times with all provisions of the City's Code of Ethics, as amended.

ARTICLE 10
GOVERNING LAW

This Agreement is governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement is exclusively in Collin County, Texas.

ARTICLE 11
ENTIRE AGREEMENT

This Agreement incorporates all the agreements, covenants and understandings between the City and the Judge concerning its subject matter, and all covenants, agreements and understandings have been merged into this written Agreement. No other agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this Agreement.

ARTICLE 12
SEVERABILITY

In the event any one or more of the sections, provisions or clauses contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, it does not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid, illegal or unenforceable provision does not exist.

ARTICLE 13
WAIVER

With the sole exception of an action seeking specific performance of this Agreement, the Judge waives all remedies at law and in equity in connection with any dispute arising out of this Agreement, including but not limited to any claim for attorney fees.

ARTICLE 14
ASSIGNABILITY

The Judge shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) or allow any other persons to discharge the scope of services set forth in this Agreement without the prior written consent of the City. This provision is not intended to limit the Judge's ability, when appropriate and lawful, to transfer or receive a transferred case from another of the City's municipal judges or courts.

ARTICLE 15
MODIFICATION

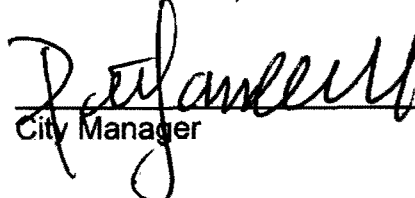
This Agreement may not be modified or amended except by a written instrument executed by the Judge and the duly authorized representative of the Council.

**ARTICLE 16
COUNTERPARTS**

This Agreement may be executed in duplicate original counterparts, each of which when executed is deemed to be an original, and those counterparts together constitute the same instrument.

AS WITNESSED, the City and the Judge have executed this Agreement effective as of the date first written above.

CITY OF ANNA, TEXAS



City Manager

ATTEST:



City Secretary

AGREED AND ACCEPTED this the _____ day of _____, 2010.

Paul J. Liston
City of Anna Municipal Court Judge



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Housing Finance Corporation Board of Directors, approve an Agreement to engage the services of Chapman and Cutler, LLP related to the Parmore Senior Living Project. (Director of Economic Development Joey Grisham)

SUMMARY:

HFC staff recommends entering into an Agreement for legal services with Chapman & Cutler, LLP. related to the Parmore Senior Living Project. Ryan Bowen is an expert on matters related to HFCs, PFCs and tax credit projects, and has been involved in multiple deals across the country.

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. engagement letter - anna hfc C03029D20220118CR1 redline

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022

January 18, 2022

Anna Housing Finance Corporation
312 N. Powell Parkway
Anna, Texas 75409
Attention: Joey Grisham

Re: Anna Housing Finance Corporation
Partnership Representation – Parmore Anna

Dear Mr. Grisham:

This letter is intended to set forth the scope of our engagement as counsel to the Anna Housing Finance Corporation (the “*Corporation*”), a partnership (the “*Partnership*”) formed to own a multifamily housing development to be known as Parmore Anna Apartments (the “*Development*”) and entities formed and wholly owned by the Corporation to serve as general partner of the Partnership, ground lessor, co-developer and general contractor (collectively, the “*HFC Subsidiaries*”). Although the Corporation, the HFC Subsidiaries and the Partnership will be our clients in this engagement, our fees and expenses for serving in such capacities are the responsibility of JPI, the developer of the Development (the “*Developer*”), and are not the responsibility of the Corporation or the HFC Subsidiaries.

As counsel, we will be responsible for forming and advising the Corporation and the HFC Subsidiaries in connection with their respective roles with respect to the Development. Such representation would be expected to include reviewing and negotiating the terms of a partnership agreement, a ground lease, a development agreement, a construction contract and any related documents on behalf of the HFC Subsidiaries and providing technical tax advice to the Partnership in connection with low income housing tax credits awarded with respect to the Development. We would also expect to render an enforceability opinion with respect to the Partnership and the HFC Subsidiaries and to provide advice with respect to proper observance of corporate and other entity formalities related to the above-described roles and transactions for the protection of the Corporation and its officials, officers, servants, employees, representatives, affiliates and forming entities.

Our duties are limited as stated above. Among other things, our duties *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of any transaction.
2. Opining on ad valorem property tax or state sales tax issues.
3. After the admission of all partners to the Partnership, providing continuing advice to the HFC Subsidiaries or the Partnership or any other party concerning any actions necessary to assure that the Development is operated in accordance with any applicable state or federal regulations.
4. Any representation of the Partnership in the event an audit of the Partnership is commenced by the Internal Revenue Service. However, if separately engaged, we would be available to undertake representation for such purpose.
5. Opining or providing any advice with respect to the exclusion of interest for federal income tax purposes on any bonds issued by the Corporation to finance the Development.

As stated above, we will look to the Developer and not the Corporation or the HFC Subsidiaries for payment of our fees.

We look forward to working with you on this financing. Should you have any questions about this engagement, please do not hesitate to contact Ryan J. Bowen at (312) 845-3277.



Please acknowledge your acceptance of this engagement letter by executing in the space provided below and returning an executed engagement letter to us at your earliest convenience.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Ryan J. Bowen
Ryan J. Bowen

ACKNOWLEDGED AND AGREED TO:

ANNA HOUSING FINANCE CORPORATION

By _____
Name: _____
Title: _____



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation Board of Directors, approve a Memorandum of Understanding (MOU) with JPI Village Waters Creek Development, LLC. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff has been working with JPI on a proposed project at the Villages at Waters Creek located on FM 455. This Memorandum of Understanding (MOU) is non-binding and outlines the partnership between the developer and the Anna PFC. The document has been approved by legal counsel and staff recommends 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:

Approve the MOU.

ATTACHMENTS:

1. Memorandum of Understanding - Villages at Waters Creek 4879-1725-7473 v4

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANNA PUBLIC FACILITY CORPORATION

AND

JPI VILLAGE WATERS CREEK DEVELOPMENT, LLC

“VILLAGES AT WATERS CREEK”

THIS NON-BINDING MEMORANDUM OF UNDERSTANDING (this “*MOU*”) is between the ANNA PUBLIC FACILITY CORPORATION (the “*Anna PFC*”), a nonprofit public facility corporation organized under Chapter 303 of the Texas Local Government Code, and JPI VILLAGE WATERS CREEK DEVELOPMENT, LLC (the “*Developer*”), a Texas limited liability company and is dated and effective as of _____, 2022.

The Developer is a developer of low and moderate income housing in the State of Texas. The Anna PFC is a nonprofit public facility corporation whose mission is to finance or to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities. The Developer and the Anna PFC hereby agree to negotiate in good faith to potentially finance and develop an approximately 330-unit multifamily housing development to be located in the City of Anna, Collin County, Texas (the “*Project*”), which, if an agreement is reached, would be accomplished generally in accordance with the terms of this MOU.

TERMS

A. OWNERSHIP STRUCTURE

1. The Developer will form a limited partnership named _____ (the “*Partnership*”) for the purpose of owning the Project. A single-purpose entity that is wholly-owned by the Anna PFC or a nonprofit affiliate of the Anna PFC will be admitted into the Partnership as the sole General Partner (the “*General Partner*”).

2. The Developer may designate an affiliate to serve as a special limited partner of the Partnership (the “*Special LP*”), with certain oversight and approval rights. Any such rights must be agreed to by the Anna PFC and may not, in the opinion of Partnership Counsel (as hereinafter defined), result in the Special LP being deemed a General Partner for exercising its rights under the Partnership Agreement (as hereinafter defined).

3. The duties of the General Partner and the Special LP shall be set forth in a partnership agreement (the “*Partnership Agreement*”) to be entered into among the General Partner, the Special LP and an equity investor as the limited partner (the “*Investor LP*”).

The General Partner's execution of the Partnership Agreement shall be subject to the following terms:

(i) The General Partner's representations shall be limited to those within the General Partner's actual knowledge and in no case shall due inquiry be required, it being understood and agreed that the General Partner will not be looked upon by the Special LP or the Investor LP to conduct Project-related diligence, and any such diligence conducted by the Anna PFC is solely for its own benefit;

(ii) The General Partner shall be indemnified by [TDI Consolidated, LLC, an affiliate of the Developer] and the Partnership for any liabilities incurred under the Partnership Agreement or in connection with the Project in any manner, except for liabilities incurred as a result of the General Partner's gross negligence or willful misconduct, and in no event shall such indemnification be contingent upon a ruling of a court of law;

(iii) The General Partner shall not be required to covenant to undertake actions or obligations that the Special LP will be required to take under the Partnership Agreement; and

(iv) The Partnership Agreement shall contain a provision wherein the Special LP and Investor LP acknowledge that the obligations of the General Partner under the Partnership Agreement are obligations solely of the General Partner and not the owner of the General Partner.

The Developer agrees that it will provide an executed copy of this MOU to the Investor LP prior to executing an equity letter of intent or similar document (an "*LOI*") and, as set forth in Paragraph C.2. below, agrees to provide the LOI to the Anna PFC for review and comment prior to execution.

4. Title to the land for the Project shall be taken in the name of a subsidiary of the Anna PFC (the "*Ground Lessor*"), and the Ground Lessor shall then enter into a long-term ground lease (the "*Ground Lease*") with the Partnership, as tenant, holding an interest in the improvements that constitute the Project. Upon termination of the Ground Lease, ownership of the improvements constituting the Project shall revert to the Anna PFC. In the event that the Project is sold, the Ground Lease shall provide for a transfer of title to the land to a purchaser upon payment of a nominal cost.

5. The Special LP may have the right to assign its interests in the Partnership with the prior written consent of the General Partner, which may be granted or withheld in the General Partner's sole discretion.

B. DUE DILIGENCE

As a condition to the Anna PFC's participation in the financing and ownership of the Project, the Anna PFC requires the Developer to provide due diligence information on the Project

and its proposed financing and operations pursuant to the due diligence checklist (the “*Checklist*”) attached hereto as *Exhibit A*. The Developer shall deliver the due diligence items on the Checklist at the times that will be stated on the Checklist. Failure of the Developer to deliver to the Anna PFC due diligence items acceptable to the Anna PFC shall be grounds for the Anna PFC to terminate the negotiations under this MOU in the Anna PFC’s discretion.

C. FINANCING

1. The Developer will apply for construction and permanent financing (the “*Loan*”) on behalf of the Partnership. The Developer shall be responsible for selecting the lender and negotiating the loan terms on behalf of the Partnership; *provided*, that the Anna PFC shall have the right to review and approve the financing arrangements and the terms and conditions of any Loan documents.

2. On behalf of the Partnership, the Developer will facilitate and negotiate the terms of an equity investment in the Project (the “*Equity*”); *provided*, that the Anna PFC shall have the right to review and approve the identity of the Investor LP, the financing arrangements and the terms and conditions of any Equity financing documents. The Equity financing documents are expected to include the Partnership Agreement.

3. The Developer shall pay all costs and fees associated with applying for the Loan and facilitating the Equity investment, which costs, along with all other pre-development costs incurred by the Developer (to the extent included within the approved budget), may be reimbursed at Closing (as defined herein) from the proceeds of the Loan and Equity. In the event this MOU is terminated or the transaction fails to close as contemplated herein, the Developer shall be solely responsible for all costs described above and the Anna PFC and its affiliates shall have no responsibility for payment or reimbursement of such costs.

4. The Developer and its affiliates shall provide any guarantees of construction completion, operating expenses, return on Equity investment, and the like that may be required in conjunction with the Loan or the Equity financing. NEITHER THE ANNA PFC, THE GENERAL PARTNER NOR ANY OF THEIR AFFILIATES WILL PROVIDE ANY GUARANTEES OR INDEMNITIES IN CONNECTION WITH THE FINANCING OF THE PROJECT.

D. DESIGN AND CONSTRUCTION

1. The Developer shall provide comprehensive development services to the Partnership pursuant to a Development Agreement to be entered into by the Partnership and Developer.

2. The Developer shall prepare and promptly provide the Anna PFC a detailed development budget for the Project.

3. The Developer shall be responsible for obtaining the services of design professionals for the design of the site plan and design of the Project. The Anna PFC will be provided copies of the final plans and specifications for the Project, including all construction contracts. The Anna PFC will have the right to review, comment and approve such plans, specifications and contracts at least five (5) business days prior to the execution of the contracts.

4. In order to secure an exemption from state sales tax for the acquisition of building materials, a limited liability company wholly-owned by the Anna PFC (the "*Contractor*"), shall serve as the general contractor in connection with the construction of the Project. In connection with the participation of the Contractor as described in the previous sentence, the Contractor shall be entitled to a fee equal to 1% of construction hard costs, half of which fee shall be payable at Closing and half of which fee shall be payable upon completion of construction of the Project. [TDI Consolidated, LLC, an affiliate of the Developer] AND THE PARTNERSHIP SHALL PROVIDE INDEMNIFICATION TO THE CONTRACTOR FOR ALL LIABILITIES INCURRED BY THE CONTRACTOR IN CONNECTION WITH THE PROJECT EXCEPT THOSE CAUSED BY THE CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. The Developer shall be responsible for obtaining all governmental approvals and permits needed in order to construct and operate the Project.

6. The Project shall be constructed so as to comply with ADA and Section 504 requirements, as applicable under federal and state law.

E. MANAGEMENT AND OPERATION

1. ZRS Management Company or such other Developer designated affiliate shall serve as the property manager (the "*Manager*") for the Project, which will be memorialized in a management agreement (the "*Management Agreement*") in form and substance acceptable to the Anna PFC. Developer reserves the right to replace the Manager as it deems necessary, subject to Anna PFC's prior approval, which shall not be unreasonably withheld, delayed, or conditioned.

2. Notwithstanding anything to the contrary, the Management Agreement will automatically renew upon its scheduled termination unless either party gives ninety (90) days' notice to renegotiate the terms or terminate the Management Agreement.

F. COMMUNITY SUPPORT

The Anna PFC and the Developer shall be jointly responsible for interfacing with the local governmental officials in connection with support for the Project. The parties will consult with each other and coordinate the response to any media inquiries and/or public opposition to the Project that may arise.

G. AD VALOREM PROPERTY TAX EXEMPTION

The ownership structure contemplated herein is expected to generate ad valorem tax exemption for the Project. The Anna PFC, on behalf of the Partnership, shall work with the Collin County appraisal district to obtain confirmation of the availability of such exemption in the form of a pre-determination letter. At Closing, the Developer shall cause an opinion of counsel to be delivered, in form and substance acceptable to the Anna PFC, with respect to the ad valorem tax exemption, which opinion will also cover the exemption from state sales taxation.

H. FEES AND EXPENSES

1. The Developer shall be entitled to receive a development fee (the “*Development Fee*”) for its services in developing the Project, which will be shared with the Anna PFC. At the Closing, Anna PFC shall be paid an amount equal to 20% of the projected Development Fee to be paid Developer.

2. The Partnership shall pay to Anna PFC an annual lease payment initially in the amount of \$288,812, which payment shall be increased annually by 2.50% so long as the Ground Lease is in effect. Said amount shall be paid in 12 equal installments each year and shall be payable monthly as an operating expense.

3. The General Partner shall be entitled to receive a share equal to 10% of net cash flow generated from a sale or refinancing, subordinate to Investor LP first receiving a return of all capital and a preferred return of 8%. All fees, distributions or sale or refinancing proceeds payable to the General Partner pursuant to the terms of the Partnership Agreement, shall be retained by the General Partner and the General Partner shall not be required, under any circumstance, to share any such fees, distributions or sale or refinancing proceeds with the Developer.

4. The General Partner and Special LP shall each be entitled to receive a Partnership Management Fee in the amount of \$10,000 per year for its services in connection with Management of the Partnership, which fee shall increase by 3% annually and accrue without interest if cash flow is insufficient to pay such fee in any year. Developer or its affiliate will provide asset management services to the Partnership, and Developer shall be paid a maximum of 35 basis points of project cost per annum, paid monthly through stabilization, and \$150,000 per year after stabilization.

5. Neither party shall enter into any contractual relationship or agreement relating to the Project that would cause either financial or legal liability to the other, without the other party’s prior written consent.

6. All expenses incurred by the City of Anna and Anna PFC in connection with this MOU and the Project, including but not limited to costs for staff time to review the proposed Project, third-party reports, the Anna PFC’s legal counsel, the City of Anna’s legal counsel,

counsel to the General Partner and the Partnership, special real estate counsel, financial advisor and other expenses incurred by the Anna PFC in connection with the proposed Project (the “*Costs*”), shall be included in the Project’s development budget and reimbursed by the Partnership to the Anna PFC concurrently with the closing on the Loan (the “*Closing*”). Anna PFC expects to incur costs for its counsel in the amount of \$100,000 and for its financial advisor in the amount of \$100,000, which fees are in addition to fees set forth in the immediately succeeding paragraph.

In addition to the fees set forth above and as a precondition for the Anna PFC proceeding with the financing of the Project, upon execution and delivery of this MOU, the Developer shall pay the amount of \$25,000 to each of Hilltop Securities Inc. and Chapman and Cutler LLP. Such fees are nonrefundable.

I. PURCHASE OPTION/RIGHT OF FIRST REFUSAL

In order to secure the ad valorem property tax exemption, the General Partner or the Anna PFC shall have a right of first refusal to acquire the Project for a price equal to the purchase price offered by an arms-length third party from which the Partnership receives a bona fide purchase offer for the Project. In addition, the General Partner, as of the Closing shall have an option to acquire the interests of the Investor LP and the Special LP and an option to acquire the Project for fair market value, plus the following: all of the investors’ unreturned capital and preferred return, taxes arising from the sale, outstanding indebtedness on the Property, repayment of partner loans, the present value of the anticipated cash flow for the remainder of the term of the ground lease following the date of the sale, using a discount rate of 10% and all costs and expenses of the transaction, including reasonable attorneys’ fees.

J. REGULATORY RESTRICTIONS

The Developer and the Anna PFC agree that at least (i) 51% of the units in the Project will be restricted for rent to individuals and families earning no more than 80% of the area median income (as published from time to time by the Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937, as amended) and the Project will be subject to any such other restrictions as shall be required by the Anna PFC. Income shall be verified by the Developer pursuant to a review of the tenants’ federal income tax returns or other commercially reasonable method acceptable to the Anna PFC. The Developer and the Anna PFC will enter into a Regulatory Agreement at Closing to be recorded in the applicable county land records that will set forth the income restrictions and describe the methodology for income verification and reporting.

K. MISCELLANEOUS

1. This MOU is a letter of intent only. The parties contemplate entering into the Partnership Agreement that will fully set forth their respective rights, duties, and obligations. This

MOU will have no binding effect and may be terminated at any time by either party for any reason. Upon termination of this MOU for any of the reasons cited above, neither party shall have any ongoing obligation to the other with respect to this MOU or the Project.

2. The parties acknowledge that the Partnership, the General Partner, the Anna PFC and its affiliates will be represented in this transaction by Chapman and Cutler LLP (*“Partnership Counsel”*) in a legal capacity and Hilltop Securities Inc. in a financial advisory capacity (*“Hilltop Securities”*). The Developer, the Special LP and their affiliates will be represented by separate counsel and will not be entitled to rely on Partnership Counsel for representation in this matter and acknowledges that no financial advisory relationship will exist among the Developer, the Special LP and their affiliates and Hilltop Securities.

[Remainder of Page Intentionally Left Blank]

EXECUTED to be effective as of the date above shown.

ANNA PUBLIC FACILITY CORPORATION

By _____
Nate Pike
President

JPI VILLAGE WATERS CREEK DEVELOPMENT,
LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: TDI SERVICES DIVISION, LLC, A TEXAS
LIMITED LIABILITY COMPANY

BY: TDI MULTIFAMILY HOLDINGS, LLC, A
TEXAS LIMITED LIABILITY COMPANY

BY: TDI CONSOLIDATED LLC, A TEXAS LIMITED
LIABILITY COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

ANNA PUBLIC FACILITY CORPORATION CHECKLIST OF DUE DILIGENCE

PROPERTY ITEMS			
RECEIVED	ITEM	DEADLINE	NOTES
	Project Description, including number of units, unit sizes, and amenities		
	Site Location information, with map		
	Proposed Rent Schedule, with tenant income restrictions		
	Site Plan		
	Market Study		
	Appraisal		
	Phase I Environmental		
	Soils Report		
	Evidence of site control		
	Evidence of zoning		
	Title commitment with all exceptions		
	Survey		
	Physical needs analysis (for rehabilitation projects)		
DEVELOPMENT ITEMS			
RECEIVED	ITEM	DEADLINE	NOTES
	Detailed Development Budget		
	Sources and Uses		
	Statement of Developer's experience, including evidence of net worth		
	Resume of Master Subcontractor, with evidence of experience		
	Plans and Specifications		
	Resume of Architect, with evidence of experience		

FINANCING ITEMS			
RECEIVED	ITEM	DEADLINE	NOTES
	15-year Pro Forma		
	Debt financing commitment		
	Equity financing commitment		
	Description of all other sources of financing		
	Application for debt financing		
OPERATIONAL ITEMS			
RECEIVED	ITEM	DEADLINE	NOTES
	Resume of property management company, with evidence of experience		
	Description of social services to be provided and information regarding social services provider		
	Proposed Rent Schedule, with tenant income restrictions		
	Current rent roll (if applicable)		
ORGANIZATIONAL ITEMS			
RECEIVED	ITEM	DEADLINE	NOTES
	Organizational documents for limited partnership		



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation ("APFC") Board of Directors, approve and ratify the execution by the APFC President of that certain letter agreement between the APFC and Hilltop Securities, Inc. dated January 14, 2022. (Director of Economic Development Joey Grisham)

SUMMARY:

This action is to simply approve and ratify a letter of agreement with Hilltop Securities, Inc. related to the JPI Villages at Waters Creek project that was signed by PFC Board President Nate Pike. The document was 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.

ATTACHMENTS:

1. 2022.0114_AnnapFC_Villages at Waters Creek_General Partner Advisor Engagement Letter_Hilltop - sign

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022



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 January 14, 2022

VIA E-MAIL

Nate Pike
Anna Public Facility Corporation
111 N. Powell Parkway
Anna, Texas 75409

Mr. Pike,

As you know, Hilltop Securities Inc. (“Hilltop”) is currently providing **Anna Public Facility Corporation** (the “Client”) with municipal advisory services pursuant to a certain **Municipal Advisory Agreement, dated 08/28/2021**(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 “to-be-formed” (the “Borrower”) sponsored Villages at Waters Creek (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 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: Agree to be available for all conference calls/meetings as requested by the Company; and

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. Limitations on Liability. The Company acknowledges and agrees that in any event, regardless of the cause of action, Hilltop's total liability (including loss and expense) to the Company in the aggregate shall not exceed the gross amount of fees received by Hilltop pursuant to this Agreement. The limitations on liability set forth in this Agreement are fundamental elements of the basis of the bargain between Hilltop and the Company, and the pricing for the services set forth above reflect such limitations.
2. 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.

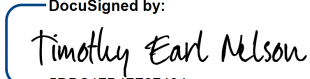
Included as Attachment C, is a general description of the financial characteristics and material risks associated with the Transaction are foreseeable to us at this time.

3. 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.
4. Choice of Law and Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, and venue for and exclusive jurisdiction of any litigation related to or arising out of this Agreement shall be in the district courts of Collin County, Texas.

[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:

By: 5DBC17B47F27494...
Name: Mr. Timothy Earl Nelson 1/19/2022
Title: Managing Director

Jan 15, 2022 Jan 15, 2022
Agreed to this _____ day of _____, 2022

**ANNA PUBLIC FACILITY
CORPORATION**


By: Nate Pike (Jan 15, 2022 15:19 CST)
Name: Mr. Nate Pike
Title: President

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:

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, \$25,000 of which will be due upon the signing of the Memorandum of Understanding between the PFC and the developer.**

The unpaid portion of the Advisory Fee (\$100,000) 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.

In addition to serving as Municipal Advisor to the Issuer on the transaction, 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 may serve in separate capacities in connection with the transaction, including [serving as a swap advisor, escrow bidding agent, GIC bidding agent] and will be compensated separately by a third-party for serving in any such capacity.**
- **The Firm represents multiple issuers/obligors on same project.**
- **The Issuer participates or anticipates participating in a government pool for which the Firm receives fees for serving as co-administrator.**
- **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.**
- **The Firm has served as financial advisor to the general partner on prior or current transactions, for which it will receive a financial advisory fee in addition to the fees to be received for serving as Municipal Advisor to the Issuer under a separate contract.**

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 and receiving a property tax exemption 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 this transaction. You also must covenant to take certain additional actions after the closing of the this transaction. A breach of your representations or your failure to comply with certain tax-related covenants may cause the project to lose their tax exemption. The IRS also may audit you or the partnership, in some cases on a random basis and in other cases targeted to specific types of 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.

2022.0114_Ann PFC_Villages at Waters Creek_General Partner Advisor Engagement Letter_Hilltop

Final Audit Report

2022-01-15

Created:	2022-01-14
By:	Joey Grisham (jgrisham@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAntVABEUQC46I52K05B4DAwN6fAtWA5PI

"2022.0114_Ann PFC_Villages at Waters Creek_General Partner Advisor Engagement Letter_Hilltop" History

 Document created by Joey Grisham (jgrisham@annatexas.gov)
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 Document e-signed by Nate Pike (kavery@annatexas.gov)
Signature Date: 2022-01-15 - 9:19:01 PM GMT - Time Source: server- IP address: 208.14.29.28

 Agreement completed.
2022-01-15 - 9:19:01 PM GMT



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the purchase and installation of replacement parts for the Phase 1 Rehabilitation of the John R. Geren Wastewater Treatment Plant in accordance with the City of Anna Community Improvement Program (CIP). (Director of Public Works, Greg Peters, P.E.)

SUMMARY:

The John R. Geren Wastewater Treatment Plant is located on the east side of Slayter Creek and just south of the Soil Conservation Service Reservoir, located adjacent to Lakeview Estates. The plant is in need of replacement parts and rehabilitation, which have been shown in the City CIP as a four-phase project. This item is for Phase 1.

The Phase 1 Rehabilitation includes the replacement of the bar screens and sludge press, as shown in Exhibit A attached.

FINANCIAL IMPACT:

The original budget for Phase 1 of the rehabilitation was set at \$170,000, for only replacement of the bar screen. Since that time, we have seen prices increase. In addition, the belt press has also become problematic and is regularly failing. Staff is recommending the replacement of both at this time, as the Utility Fund balance has the necessary funds to include the required \$33,422.50 for the belt press replacement. The funding source is the Utility Non Bond 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 of the Resolution.

ATTACHMENTS:

1. Resolution and Quote - John R Geren WWTP Rehabilitation Phase 1
2. Exhibit A Bar Screen Quote
3. Exhibit B Duperon Sole Source Letter

4. Exhibit C Howard Construction-Bar Screen Installation
5. Exhibit D Belt Press Prop.
6. Exhibit E Belt Press Sole Source

APPROVALS:

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

Created/Initiated - 1/20/2022
Approved - 1/20/2022
Final Approval - 1/21/2022

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 WASTEWATER TREATMENT EQUIPMENT IN THE AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS AND FIFTY CENTS (\$228,972.50); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, treatment process equipment is essential to the operation and maintenance of professional, safe, and high quality public wastewater treatment facilities; and,

WHEREAS, the FY 2022 City of Anna Annual Budget included the purchase of new equipment for the rehabilitation of the John R Geren Wastewater Treatment Plant; and,

WHEREAS, the approved equipment includes a new bar screen and belt press; and,

WHEREAS, the City of Anna is seeking to purchase the equipment and have it installed based on the quotes attached hereto in Exhibits A, B, and C; 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 \$228,972.50, including:

- a. Duperon Adaptive Technology – Bar Screen: \$149,750.00*
- b. Howard Construction – Installation of Bar Screen: \$25,800.00*
- c. Langley Separation and Process – Belt Press: \$33,422.50*
- d. Contingency in the amount of \$20,000 in case of unforeseen electrical work and market fluctuations due to supply chain issues.*

That funding for the equipment and installation 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 January 25, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

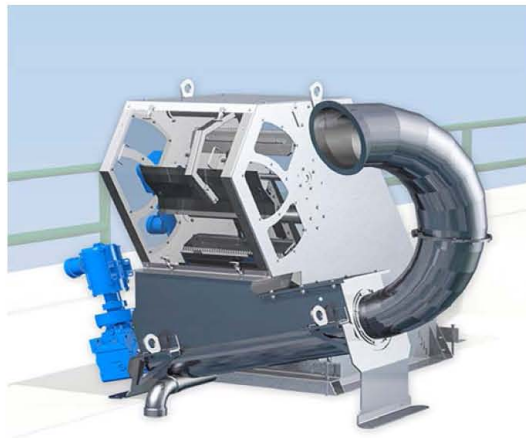


Date: March 15, 2021

Proposal # 10148 R5

Project: City of Anna, TX

Owner: Troy Hopkins
City of Anna, TX



Duperon Contact:
Brandon Dayton – Sales Project Manager
bdayton@duperon.com

Mark Hickok – Regional Sales Manager
mhickok@duperon.com
(989) 412-0289

Local Representation:
John D. Belton
Vision Equipment
2720 Fallcreek Dr.
Carrollton, TX 75006
(972) 922-3126
john@visionequipment.net

To: Troy Hopkins

Duperon is pleased to offer the following scope of supply including mechanical bar screen and accessories, as listed in the scope of supply. Please also refer to Duperon Terms and Conditions attached.

We appreciate the opportunity to provide the following pricing for the screening requirements at the City of Anna project. We look forward to the opportunity to work with you and thank you for your consideration.

Duperon Corporation | 1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479

www.duperon.com

FIRM PRICE
Proposal Number
P10148 R5

City of Anna, TX



Scope of Supply:

(1) Mechanically Cleaned Bar Screen- Link Driven, Front Cleaning, Front Return

- **FlexRake® Model**
 - **LF, LowFlow – Outdoor Installation**
 - Continuous Cleaning, top to bottom, the entire width of scraper
 - Continuous Cleaning without an operator
 - Scrapers of UV Stabilized UHMW-PE
 - Self-lubricating, long-wearing UHMW-PE components
 - UV Stable UHMW-PE self-lubricating, long-wearing SmartLinks
 - SSTL304 side fabrications, dead plate and cross members
 - SSTL304 full enclosure covering from deck to discharge.
 - SSTL316 bar screen material
 - SSTL304 2 inch close outs to channel wall, both sides of the rake
 - SSTL304 debris shield to deflect debris into washer compactor hopper
 - SSTL304 4 inch curb adapter
 - 27.25 in bar screen length
 - Head Sprocket Only Design – no critical components under water
 - Fully enclosed with front and rear easily removable panels
 - 1.00 ft of head differential structural design
 - 30 degrees from vertical
 - Bar opening: .25 inch
 - 0.50 MGD Average flow
 - 1.00 MGD Peak flow
 - 22 inch maximum water level
 - 1.50 ft inlet channel width
 - 4.50 ft inlet channel height
 - Gravity of pumped flow
 - 715 lbs approximate weight

Estimated Anchor Bolts Needed Mechanical Bar Screen:

Estimated Anchor Bolts Needed for FlexRake **(not included in scope of supply –by Others/Contractor):**

- Anchor Bolts – per FlexRake
 - Bolts for anchor toes and plates
 - (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.

(1) Duperon® Washer Compactor - Dual Auger System

- **Model WC3.A2.5**
 - 3/4HP Motor and gearbox
 - 3.29 ft from operating deck to top of washer compactor hopper rim
 - 4.66 ft long hopper length
 - 1.45 ft wide hopper width
 - SSTL304
 - SSTL304 Custom hopper per dimensions above
- **Reduced Maintenance**
 - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal

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- Durable dual auger design eliminates debris wrapping
 - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
- Reduced Odor
 - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
- Reduced Landfill Costs
 - Up to 84% volume reduction
 - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
- Reduced Power Consumption
 - ¾ HP inverter duty motor consumes just 576 watts
 - Requires .4 KWH
- Discharge chute design
 - 10.00 ft long discharge chute with, (1) bend, (1) chute support
- Water supply and drain criteria
 - Non-Clog Flood Washing
 - Utilizes filtered effluent or municipal water
 - Consumes 3 to 10 gallons per minute at 40 to 60 PSI
 - 3.00 inch NPT male drain connection
 - 0.50 inch NPT water supply connection

Estimated Anchor Bolts Needed for Washer Compactor:

- Estimated Anchor Bolts Needed (not included in scope of supply – by Others/Contractor):
 - Anchor Bolts
 - Bolts for anchor toes and plates
 - (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
 - Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.
- (1) Controls Package, Main Panel
 - **NOTE: Referencing NFPA 820, the main control panel shall be removed from the equipment/channel by a minimum of 10 feet.**
 - Main fusible disconnect for incoming power 480V/60hz/3ph
 - Wall mount NEMA 4X SSTL304 enclosure
 - Enclosure to be:
 - Located outdoors in an unclassified area
 - Located where temperatures drop below 0°C (32°F) frequently
 - Located where temperatures exceed 40°C (105°F) frequently
 - Enclosure to include equipment
 - (1) LowFlow FlexRake with 1/4HP motor driven by AC Tech VFD with panel mounted keypad
 - (1) Washer Compactor with 3/4HP motor driven by AC Tech VFD with panel mounted keypad
 - Relay Based logic, to include
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hand-Off-Auto selector switch uses PB station in Hand mode
 - Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - Adjustable on/off cycle timers
 - Machine runs when remote start contact is made or run timer is active, it doesn't speed up unless a float is selected
 - Line reactor
 - Load Reactor

FIRM PRICE
Proposal Number
P10148 R5

City of Anna, TX



- HydroRanger 200HMI
- Weather protection devices inside enclosure
- Heater, thermostat, panel air conditioner

Instrumentation

- Dual Float Level Control
 - (2) Mechanical Float Switch including 50 ft long cabling.

Local to equipment mounted devices

- (2) Three Button NEMA 4/7/9 Enclosure for E-Stop, Jog-Reverse and Forward

Bar Screen Spare Parts

- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Hex Head Cap Screw
- (4) Scraper Nut
- (1) Snap Ring Tool
- (1) 1 oz. Never Seez tube

Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) 1 oz. Never Seez
- (1) 14 oz grease tube

On Site Technical Assistance

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-day(s) total onsite
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- 6 Hard Copies

Warranty

- One Year Standard material and workmanship

Freight to Jobsite Included

Price: \$149,750.00

Price is valid for 60 days from bid date.

Delivery:

- Submittals: 4-6 weeks after approved purchase order, based on workload
- Equipment Delivery: 8-12 weeks after approval based on workload
- FOB Jobsite, Freight Paid

Exceptions:

- As noted

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Clarifications:

General Clarifications

- Prices are valid for 60 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.

Bar Screen Clarifications

- The bar screen will be shipped fully assembled
- The LowFlow screen was not designed to manage septage.
- A standard minimum downstream water depth of 1.00 ft is required for Flexrake to prevent galling of the moving SSTL parts. Modifications such as a sloped sump or downstream underflow weir may be necessary and is to be provided by others.
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting only through the equipment enclosure
- Freeze protection
- Field assembly of SSTL screen enclosure and side shields required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others

Controls Clarifications

- All conduit and field wiring between the equipment by others
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.



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Vision Equipment and Consulting

STANDARD TERMS AND CONDITIONS OF SALE

1. TERMS APPLICABLE

The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders accepted by Vision Equipment and Consulting ("Seller") for the sales of products, equipment and parts relating thereto ("Products"). This quotation or acknowledgment and acceptance is expressly made conditional upon Buyer's assent to such terms and conditions. Any of Buyer's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. Objections to any terms and conditions contained herein shall be deemed waived if Seller does not receive written notice thereof within 20 days of the date of this acknowledgment. Buyer in any event will be deemed to have assented to the terms and conditions contained herein if Buyer either makes any payment to Seller or accepts any delivery of the Product. The term "this Agreement" as used herein means this quotation or acknowledgment together with any attachment hereto, any documents expressly incorporated by reference and these Standard Terms and Conditions of Sale.

2. DELIVERY

(a) Delivery dates are good faith estimates and do not mean that "time is of the essence". Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Unless otherwise agreed in writing by Seller, title and risk of loss or damage to the Products shall pass to Buyer upon delivery of the Products F.O.B., Seller's plant (F.O.B., point of manufacture for any Product shipped direct to Buyer from any location other than Seller's plant).

(b) Seller shall not be liable for any loss or delay due to acts of governmental authority, laws or regulations, strikes, fires, floods, earthquakes, severe weather, epidemics, quarantine restrictions, war, riot, acts of Buyer, wrecks, delays in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Seller. In the event of any such delay in performance due to such causes, the date of delivery or performance shall be deferred for a period equal to the time lost by the reason of the delay.

3. WARRANTY

(a) Seller warrants to Buyer that the Products will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer a replacement part or repair the defect in place. Seller will have no warranty obligations under this paragraph 3(a): (i) if Buyer fails to ensure that the Products are operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; or (v) corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable.

(b) Seller further warrants to Buyer that at delivery, the Products will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) The remedies provided in paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

4. LIMITATION OF LIABILITY

The remedies of buyer set forth herein are exclusive and the aggregate liability of seller for all claims of any kind for any loss or damage resulting from, arising out of or connected with this agreement or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product, shall in no event exceed the price allocable to the product which gave rise to the claims. The foregoing notwithstanding, if applicable, any claims for (a) delay shall not exceed 10% and (b) breach of performance guarantees shall not exceed 20% of the price. In no event shall seller be liable to buyer or any party for special, incidental or consequential damages of any nature, including, but not limited to, loss of profits or revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining replacement power. The limitations and exclusions of liability set forth in this paragraph shall apply to any claim, whether based on contract, warranty, tort (including negligence), fault, strict liability, indemnity, or otherwise. All liability of Seller to Buyer, arising out of this Agreement, shall terminate at the expiration of 3 years after final acceptance. The provisions of this paragraph 4 shall supersede any inconsistent provisions in any instrument forming part of this agreement.

5. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

6. SECURITY INTEREST

Seller shall retain a purchase money security interest in the Products until all payments have been made in full. Buyer agrees to do all acts necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

SOUTH & CENTRAL TEXAS	SOUTHEAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS & OKLAHOMA
David Bartlett San Antonio C: 210-381-4030 david@visionequipment.net	Hershel Ezzell, P.E. Kingwood C: 281-850-5414 hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 randal@visionequipment.net	John Belton Dallas C: 972-922-3126 john@visionequipment.net
OKLAHOMA	WEST TEXAS		
Jodie Marbut Weatherford C: 817-229-0411 jodie@visionequipment.net	Ron Shindoll Garland O: 214-857-5066 ron@visionequipment.net	Mike Neill Amarillo C: 806-678-8975 Mike@visionequipment.net	Keisha Antoine, PhD, PE Houston O: 832-356-3903 Keisha@visionequipment.net

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7. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

8. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any suit or proceeding brought against Buyer to the extent based on a claim that any Product, or any part thereof, infringes any United States patents; provided Seller is notified promptly in writing and given authority, information and assistance for the defense of such suit or proceeding; (ii) Seller shall satisfy any judgment for damages entered against Buyer in such suit; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller shall at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price which Seller has received, in which case neither Buyer nor Seller will have any claim against the other under this Agreement or arising out of the subject matter of this Agreement. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

9. CANCELLATION

Buyer may only cancel its order for cause agreeable to the Seller and upon written notice to Seller and upon payment to Seller of Seller's cancellation charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer.

10. CHANGES

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Such Change Order will include an appropriate price adjustment. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. If after the date of this quotation or acknowledgment, new or revised governmental requirements should require a change in the Products; the change will be subject to this paragraph 10.

11. CONFIDENTIALITY

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation or acknowledgment includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings. Buyer will defend and indemnify Seller from any claim, suit, or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

12. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions of paragraphs 3, 4, 5, and 11 hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors, and suppliers from any action, liability, cost, loss or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

13. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable Federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, and any prior course of dealings or usage of the trade not incorporated herein.
- (d) This Agreement (including these standard terms and conditions of sale) may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.
- (d) This Agreement and the performance thereof will be governed by and construed according to the laws of the State of Texas. The parties hereto irrevocably submit to the jurisdiction of the Federal and State courts sitting in Tarrant County, Texas and waive any claims as to inconvenient forum. In the event this Agreement pertains to the sale of any goods outside the United States, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

14. Legal Fees

All legal fees to collect debts owed to seller from buyer shall be paid by the buyer. All legal fees required to settle indebtedness of buyer to seller shall be paid in full by the buyer.

SOUTH & CENTRAL TEXAS	SOUTHEAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS & OKLAHOMA
David Bartlett San Antonio C: 210-381-4030 david@visionequipment.net	Hershel Ezzell, P.E. Kingwood C: 281-850-6414 hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 randal@visionequipment.net	John Belton Dallas C: 972-922-3126 john@visionequipment.net
OKLAHOMA		WEST TEXAS	
Jodie Marbut Weatherford C: 817-229-0411 jodie@visionequipment.net	Ron Shindoll Garland O: 214-957-6066 ron@visionequipment.net	Mike Neill Amarillo C: 806-678-8975 Mike@visionequipment.net	Keisha Antoine, PhD, PE Houston O: 832-356-3903 Keisha@visionequipment.net

www.visionequipment.net

MECHANICALLY CLEANED BAR SCREENS

● ● LOW FLOW SCREENING

The Advantage of FlexRake® Adaptive Technology™ for Low Flow Applications



FlexRake® Low Flow Cost-Effective Screening for Low Flow Applications

Unusually affordable, simple, front cleaning, front return bar screen technology. Specifically designed for plants of 1 mgd or less average flow with channels 2 to 6 feet deep by 1 to 2 feet wide. Available with bar openings of 1/4 inch, 1/2 inch, 3/4 inch and 1 inch.

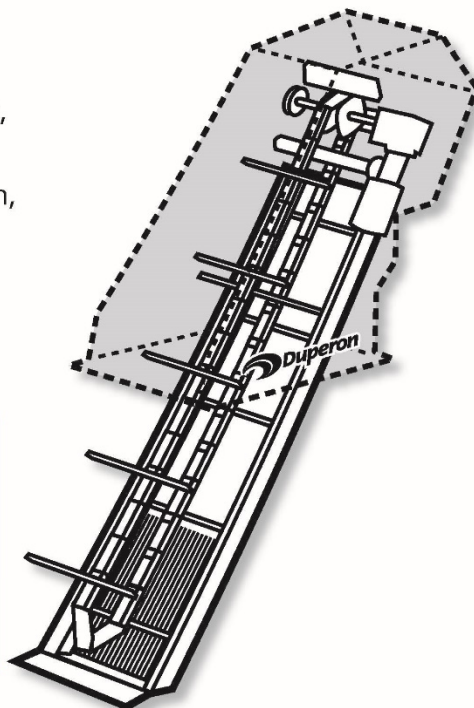
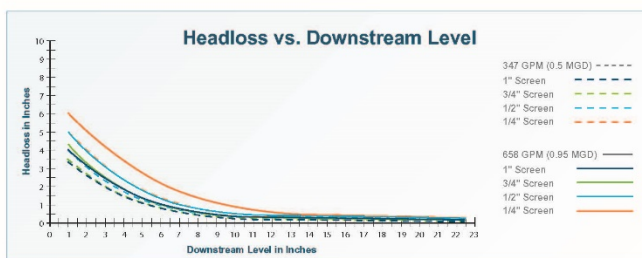
- Pre-Engineered to be Energy Efficient to Save You Time and Money
- Standard Features Include: Easy Controls, Spray Wash for Screenings, All Stainless Steel Construction
- Tear-Drop Shaped Bars Provide Highest Efficiency in the Industry; 25%-50% More Efficient
- Exclusive Thru-Bar™ Scrapers Clean 3 Sides of the Bar
- Proven Duperon® FlexRake® Technology: No Lower Bearings, Sprockets, Jam Points or Confined Space Entries

 **Duperon** ADAPTIVE TECHNOLOGY™
PRELIMINARY | FLOWSCREENING SYSTEMS

Let's Build a System that Works for You™

The Duperon® FlexRake® Low Flow

- UHMW Low Flow SmartLink™ — Completely Corrosion-Resistant Links Provide Long Life, Allows for “Dry” Operation
- Integral Enclosure Provides Easy Installation, Access and Viewing
- No Carryover, No Scheduled Lubrication, No Maintenance



GENERAL

Average Flow Capacity:	1 MGD
Peak Flow Capacity:	4 MGD
Channel Width:	1 - 2 ft wide nominal
Maximum Liquid Level:	22"
Screen Area:	3.5 ft (vertical projection)
Bar Opening:	¼", ½", ¾", 1"
Range of Channel Depth:	2' to 6'
Minimum Water Depth:	0"
Discharge Height:	32.5" as measured from deck max.
Unit Height:	65.5" measured from deck
Unit OAL Width:	41.5" measured at widest point
Lifting Capacity:	500 lb
Motor Size:	¼ hp, TEFC Standard

UTILITY

1 Phase	(115 volt or 230 volt)
3 Phase	(240 volt or 480 volt)

PERFORMANCE

Scraper spacing:	20.8" (every third link)
Discharge Rate/Cleaning:	Every 24.7 seconds
Scraper Travel Speed:	50.5"/minute
Sprocket Speed:	1.82 RPM

MATERIALS OF CONSTRUCTION

Drive Mechanics:	304 Stainless Steel
Enclosure / Dead plate:	304 Stainless Steel
Screen Bars:	316L Stainless Steel
Chain / Scrapers:	UHMW PE – UV Stable
Motor:	Steel with Std DC coatings

CONTROL FUNCTIONALITY

Emergency Stop • On-Off • Run Monitoring (Dry Contact)
Explosion-proof controls available***

***Custom site wiring is necessary with explosion-proof option. Main panel is remote mounted, explosion-proof motor and NEMA 7/9 push button station provided. Wiring completed per local requirements.



To Learn more about Duperon® Adaptive Technology, scan this QR code or visit www.duperon.com

Duperon ADAPTIVE TECHNOLOGY™
Let's Build a System that Works for You™

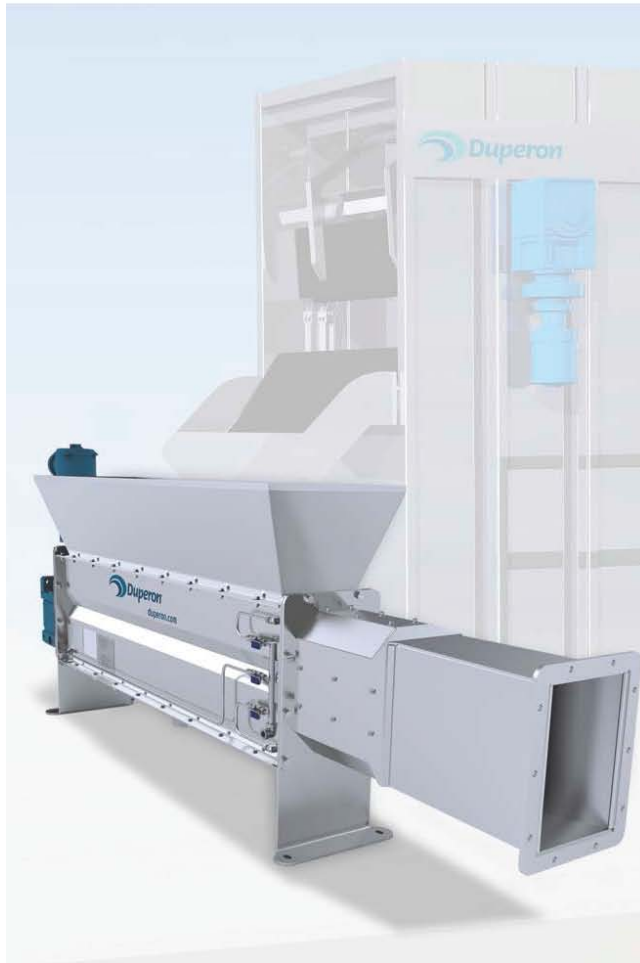
1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479 | www.duperon.com

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WASHER COMPACTOR

Positive Displacement, Dual-Auger System



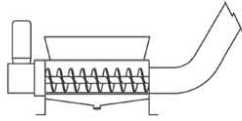
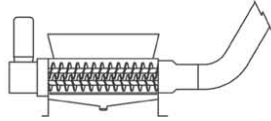
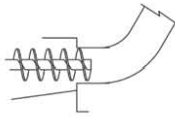
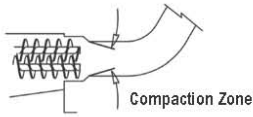
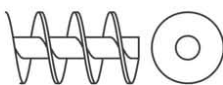
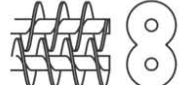
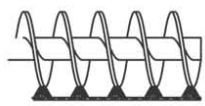
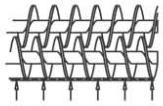
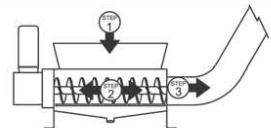
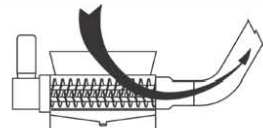
Self-Regulating Compaction Provides a Reliable, No-Hassle Way to Reduce Landfill Costs

Robustly simple, high-efficiency, non-batching process machine that cleans and compacts screenings up to 4 inches. Standard discharge lengths up to 20 feet.

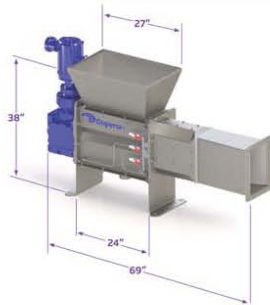
- Consistent Compaction Regardless of Debris Size or Volume (Using Proprietary Compaction Zone*)
- Positive Displacement: What Goes In, Comes Out
- Up To 84% Volume Reduction, Up To 60% Dry Solids
- Processes Non-Standard Wastewater Debris (Rocks, Clothing, Concrete, Metal) up to 4 inches
- Self-Centering Dual Augers Prevent Debris Wrapping
- Housing Geometry Controls Potential for "Slip Flow" When Handling Grease, Septage and Similar Debris
- Non-Clogging Flood Wash Port: Ideal For Non-Potable Water

*Patent Pending

THE DUPERON® WASHER COMPACTOR VS. OTHER MANUFACTURERS

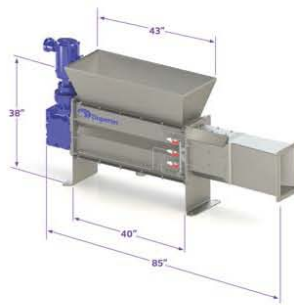
OTHER WASHER COMPACTORS		DUPERON® WASHER COMPACTOR	
			
Fixed Reduction Compaction		Controlled Reduction	
			
Dependent on friction, debris volume and type		Depends on mechanical device that controls compaction regardless of size & volume	
RESULT: inconsistent dry solids		RESULT: consistent dry solids	
Single Screw		Dual Auger	
			
Debris falls & if it can move along the flight, it is dragged forward		Positive displacement (like meat grinder) counter rotation	
Prone to sticking & then rotating w/auger (not driving forward) OR wrapping & overflowing hopper, churning, slipflow		Flights prevent wrapping and slipflow (The flight of one auger continuously interrupts the debris wrapping on the other auger)	
RESULT: overflowing or wrapped debris not driven forward		Two small augers = less HP, more energy efficient, stretches and stresses debris without chopping or grinding	
BRUSHES		STRAINER – No Brushes	
			
High maintenance & inconsistent performance		Self-cleaning strainer as a result of maintained auger contact	
Expensive, potentially labor intensive, requires replacement of parts		Non-clogging, durable & non-wearing	
BATCHING		CONTINUOUS FLOW NON-BATCHING	
			
Debris is stored in hopper during batch cycle		Continuous screen operation	
Can have odor issues		Immediate processing of debris for low odor	
AGITATION		SATURATE – WRING	
Large motor/gearbox & batch times		Consistent high-pressure throughout system	
Complexity of controls		Wash ports – flood vs. high maintenance fine spray nozzles	
Maintenance, energy, storage & possible overflow		Wash ports located prior to compaction so debris is not forced into nozzle openings	
		No Splashing	

DUPERON® WASHER COMPACTOR CONFIGURATIONS AND APPLICATIONS



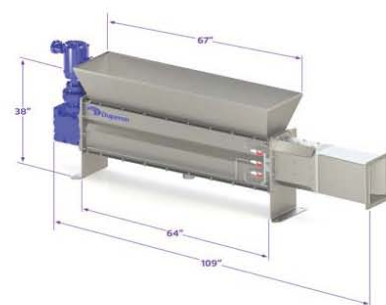
WC BODY 1

- ¾ HP Motor typical
- For bar screens up to 2' wide
- Ideal for FlexRake® Low Flow units
- Generally for flows less than 15MGD



WC BODY 2

- ¾, 3, 5 HP motors
- For bar screens 2' to 6' wide
- Flows up to 60 MGD
- 3 and 5 HP conveyor-fed and Industrial applications



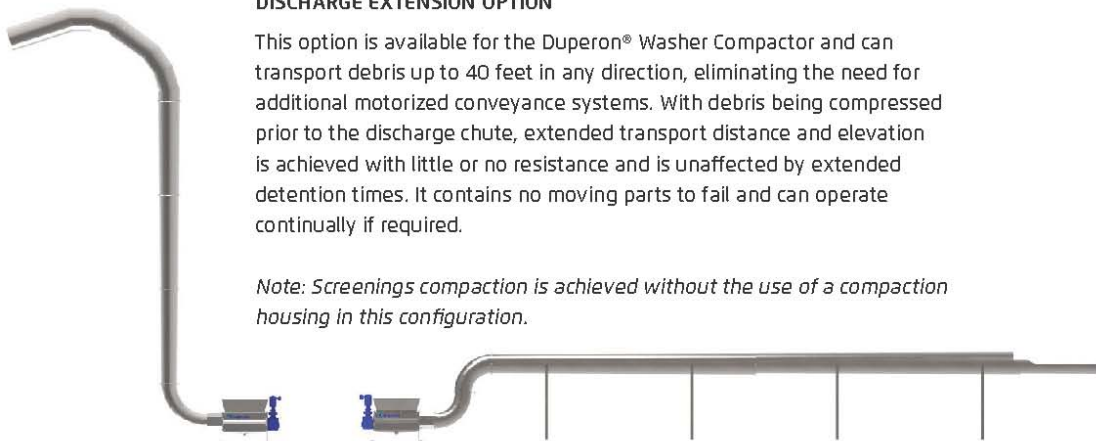
WC BODY 3

- ¾, 3, 5 HP motors
- For bar screens 5' to 10' wide
- Flows up to 100 MGD
- 3 and 5 HP conveyor-fed and Industrial applications

DISCHARGE EXTENSION OPTION

This option is available for the Duperon® Washer Compactor and can transport debris up to 40 feet in any direction, eliminating the need for additional motorized conveyance systems. With debris being compressed prior to the discharge chute, extended transport distance and elevation is achieved with little or no resistance and is unaffected by extended detention times. It contains no moving parts to fail and can operate continually if required.

Note: Screenings compaction is achieved without the use of a compaction housing in this configuration.



WATER

- Utilizes filtered effluent or municipal water
- Washer consumes 3-10 gallons per minute
- Requires 40 PSI-60 PSI
- Drain connection 3" NPT
- Supply connection 1/2" NPT

UTILITY

- 120/240 volt, single phase
- 240/480 volt, three phase (0.6 kW/2.3 kW/3.8kW)

DRIVE

3/4 HP, 3 HP, 5 HP inverter duty motors available

MATERIALS OF CONSTRUCTION

- 304 SSSL or 316 SSSL
- SSSL spur gears (17 - 4 PH)
- Self-lubricating main auger bearings

TYPICAL PERFORMANCE

- 30% - 60% dry solids
- 60% - 70% weight reduction
- Significantly decreases odor and fecal content

CAPACITY

Available from: 30 ft³/hour to 150 ft³/hour

MAINTENANCE

Five years: Recommended gearbox service

DUPERON® WASHER COMPACTOR ACCESSORIES

BAGGER: The Bagger System attaches to the discharge chute for applications where bag dispensing and odor control are required. Included is a 100 meter length of continuous feed bags.

SPECIFICATIONS:

LATCH AND HOLDER: 304 SS or 316 SSTL

BAG: 1.3 mil Polyethylene

BAG SIZE: 22" Diameter x 295 ft. length



DROP SLEEVE: This flexible Drop Sleeve is an economical way to direct and contain downward debris discharge. Also used where waste container hauling may cause damage to metal discharge chutes.

SPECIFICATIONS:

LATCH AND HOLDER: 304 SS/316 SSTL

SLEEVE: Heavy Duty Urethane Canvas



ACCESS CHUTE: In applications that involve periodic inspection of discharging solids, the Access Chute with inspection panel is available in modular segments, installed as needed in the discharge chute system.

SPECIFICATIONS:

CHUTE: 14 ga. 304/316 SSTL

FLANGES: 1/4"

DRAW TYPE LATCHES: Hinged and Latched or Latched Both Sides



CASTER ASSEMBLY: Optional casters allow for flexible placement of the Washer Compactor and simple movement of the unit.

SPECIFICATIONS:

CASTERS: Urethane Wheels, 304/316 SSTL

FRAME: 2x2x1/4 Tubular, 304/316

LOCKING CASTERS

EXPLOSION PROOF ELEC. DISCONNECT



HEAT BLANKET: The Compaction Zone and discharge chute can be thermally protected from cold temperatures with the addition of the Heat Blanket with integral heat trace.

SPECIFICATIONS:

EXPLOSION PROOF HEAT TRACE SYSTEM

(All connections NEMA 7/9)

10 W/FT = 600 w max., 120V

HARD CONTACT THERMOSTAT (NEMA 7/9)

INSULATED BLANKET: All Weather Teflon

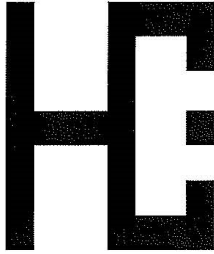


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2032/1/17/OM

Exhibit B



HOWARD CONSTRUCTION, INC.
P.O. Box 1685, Ardmore, OK 73402
402 I Street NW, Ardmore, OK 73401
(580) 226-4700 Fax (580) 798-5077

April 19, 2021

City of Anna
3223 N. Powell Parkway
Anna, TX 75409
Attn: Chip Hopkins

RE: City of Anna WWTP
Installation of new Duperon FlexRake Bar Screen

Dear Mr. Hopkins,

HCI was contacted by John Belton with Vision Equipment to provide a proposal for installation of a new Duperon FlexRake Bar Screen at the City of Anna WWTP located in Anna, Texas. Our proposal is based upon Duperon Proposal Number 10148 R5 dated March 15, 2021 and pictures of the existing Anna WWTP bar screen provided by Vision Equipment. HCI and Vision Equipment recently worked together on installation of a new bar screen at the Bridgeport, Texas WWTP.

City of Anna will direct purchase the new bar screen. HCI will provide personnel and equipment required for removal of the existing screen and installation of the new screen. This will include electrical services to install the new screen control panel and service to the new screen, anchors as required and startup assistance.

HCI includes General Liability and Workers Compensation Insurance.

SINGLE SCREEN OPTION

SCOPE:

- Provide personnel to assist City of Anna in review of submittals and verification of Duperon requirements.
- Removal of existing bar screen.
- Install Duperon FlexRake Bar Screen.
- Install Control Panel and Electrical service to bar screen.
- Assist Duperon in startup of new screen.

PRICE: Twenty Five Thousand Eight Hundred Dollars (\$25,800.00)

~~TWO SCREEN OPTION~~

~~Based on Duperon Proposal # 10148 R3.~~

~~SCOPE:~~

- ~~• Provide personnel to assist City of Anna in review of submittals and verification of Duperon requirements.~~
- ~~• Removal of existing screen.~~
- ~~• Install two (2) each Duperon FlexRake Bar Screens.~~
- ~~• Install Control Panel and Electrical Service to bar screen.~~
- ~~• Assist Duperon with startup of new screens.~~

~~PRICE: Forty Three Thousand Eight Hundred Dollars (\$43,800.00)~~

EXCLUSIONS:

- Modifications to lift station of any kind
- By Pass pumping.
- Sales Tax
- Performance and Payment Bond

Please contact me with any questions

Thanks for the opportunity!

Michael Howard

Exhibit C



Proposal

**Reference to
Project Scope
#21-0722-01**

July 22, 2021

**City of Anna Texas
1400 Roadrunner Rd.
Anna, TX 75409**

1- ALRICK Belt Press Restoration

July 22, 2021

David Trevino
City of Anna
Anna, TX

RE: Proposal for Restoration for 1 (one) – ALRICK Belt Press

Dear Mr. Trevino,

Thank you for your interest in the services of Langley Separation and Process LLC., we are pleased to provide you with the following proposal.

Langley Separation and Process LLC proposal is for the parts and labor on (one) ALRICK Belt Press.

The OEM parts are for the replacement, involving the following:

Section 1: Items / parts listed below will be replaced:

- 1- 4-BV Bleeder Valve
- 1- Speedaire Air Line Filter
- 1- ControlAir Type 400 BXK Air Pressure Regulator
- 38- VPE 231 Pillow Block
- 14- VPE 224 Pillow Block
- 4- VTWE 231 Take Up Unit
- 4- VF2S231 Browning Bearing
- 4- VF4S356 4 Bolt Flange
- 1- Boston Motor A-C Motor 1 HP 1700RPM
- 1- Boston Motor A-C Motor 1 1/2 HP 1700RPM
- 1- Boston Reducers F730-60S-B7-G
- 1- Boston Reducers F732060S-B7-G
- 2- Sprocket 60B60 X 1 15/ 16 Keyway and set screws
- 2- Sprocket 60B12 X 1 1/4
- 2- Sprocket 60BS34 X 1 15/16
- 2- Sprocket 6013 X 1 3/8
- 2- Spur Gears TC896 X 1 15/16
- 4- Tension 3 X 8 SB 3.0 SPUS 16 8 STRK SP CYL
- 2- Tracking 2.5 X 4 16 6
- 2- Bellows "B5C" Air Control Valves V - 360FP
- 60- 1 1/2' Flat Fan Nozzles W/gasket only
- 1- 6' x 7' 700 Micron Screen
- 2- UHMW Polyethylene 1/4" TH x 4" W x 42" L
- 1- Right Angle Syncrogear
- 3- Chains

Section 2 Suggested Line Items Parts (not included in price)

1- Replacement Stator for Netsch Cavity Pump = \$1,183.00
2- 40"x 56'3" Replacement Press Belts w/10 Clip Per Inch Urethane = \$2,002.56
1- Booster Pump = \$2,538.95
1- Polymer pump = \$9,193.00

Section 3: Exclusions:

- *Taxes and fees*
- *Freight (cost plus 20%)*
- *Discovery items ... related to parts (cost plus 20%)*

Section 4: Price

Parts, labor and expenses for restoration as described in Section 1

Total	\$33,422.50
--------------	--------------------

Payment Terms for Parts:

60% placement of order

40% upon completion

Langley Separation and Process estimates a time of 7 days. Since there are unforeseen circumstances and unknown conditions until time of work is perform the estimated time frame is subject to change.

The following is some of those variables:

1. Additional parts required after removal of old parts
2. Shipping delays for receivables

Langley Separation and Process LLC. reserves the right to provide change orders for any additional services, parts, and labor required thru the entire retrofitting of the press and or if the client request additional services and labor not listed within the proposal.

The client is responsible for providing the following:

1. Electrical (110 volt) for operation of hand tools and air compressors
2. Loading and off-loading of parts
3. Disposal of old parts

Does not include any automatic lubrication parts if applicable. Plus, all services are based upon disassemble and reassembly completed at site.

Langley Separation and Process LLC has available numerous mobile belt press and all apparatuses for rental to continue dewatering during the duration of the refurbishing. The temporary belt presses are dependent on timing, location and space availability at the project site a separate proposal can be provided.

Langley Separation and Process LLC. would like to thank you for the opportunity in submitting a proposal for the restoration of your (one) ALRick Belt Press

If you have any questions or need clarifications, please do not hesitate to call.

Sincerely,

Tony Langley
President
Langley Separation and Process LLC

Main contacts for this project:

Tony Langley
President
817-269-8388
tony@langleyseparation.com

Cheryl Henderson
Project coordinator
512-662-9917
cheryl@langleyseparation.com



Standard Terms of Sale

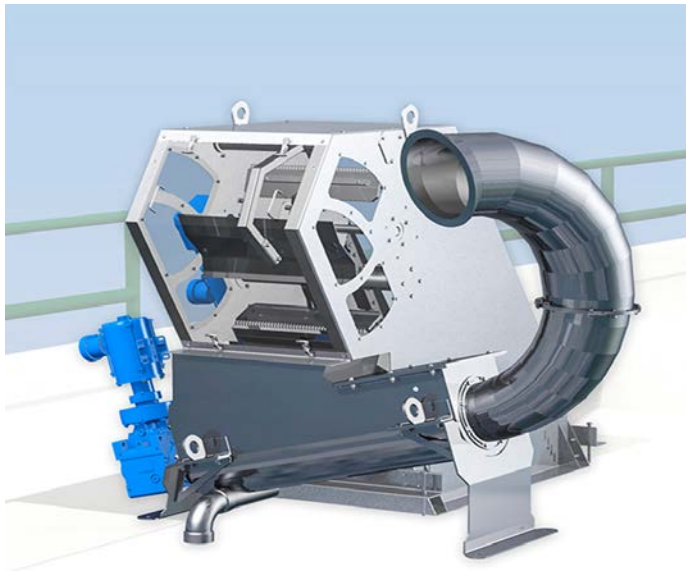
1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Buyer, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
12. **Export Compliance.** Buyer acknowledges that seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and Services provided under the Contract, including any export license requirements. Buyer agrees that such Equipment and Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Date: March 15, 2021

Proposal # 10148 R5

Project: City of Anna, TX

Owner: Troy Hopkins
City of Anna, TX



Duperon Contact:

Brandon Dayton – Sales Project Manager
bdayton@duperon.com

Mark Hickok – Regional Sales Manager
mhickok@duperon.com
(989) 412-0289

Local Representation:

John D. Belton
Vision Equipment
2720 Fallcreek Dr.
Carrollton, TX 75006
(972) 922-3126
john@visionequipment.net

To: Troy Hopkins

Duperon is pleased to offer the following scope of supply including mechanical bar screen and accessories, as listed in the scope of supply. Please also refer to Duperon Terms and Conditions attached.

We appreciate the opportunity to provide the following pricing for the screening requirements at the City of Anna project. We look forward to the opportunity to work with you and thank you for your consideration.



Scope of Supply:

(1) Mechanically Cleaned Bar Screen- Link Driven, Front Cleaning, Front Return

- **FlexRake®Model**
 - o **LF, LowFlow – Outdoor Installation**
- Continuous Cleaning, top to bottom, the entire width of scraper
- Continuous Cleaning without an operator
- Scrapers of UV Stabilized UHMW-PE
- Self-lubricating, long-wearing UHMW-PE components
- UV Stable UHMW-PE self-lubricating, long-wearing SmartLinks
- SSTL304 side fabrications, dead plate and cross members
- SSTL304 full enclosure covering from deck to discharge.
- SSTL316 bar screen material
- SSTL304 2 inch close outs to channel wall, both sides of the rake
- SSTL304 debris shield to deflect debris into washer compactor hopper
- SSTL304 4 inch curb adapter
- 27.25 in bar screen length
- Head Sprocket Only Design – no critical components under water
- Fully enclosed with front and rear easily removable panels
- 1.00 ft of head differential structural design
- 30 degrees from vertical
- Bar opening: .25 inch
- 0.50 MGD Average flow
- 1.00 MGD Peak flow
- 22 inch maximum water level
- 1.50 ft inlet channel width
- 4.50 ft inlet channel height
- Gravity of pumped flow
- 715 lbs approximate weight

Estimated Anchor Bolts Needed Mechanical Bar Screen:

Estimated Anchor Bolts Needed for FlexRake **(not included in scope of supply –by Others/Contractor):**

- Anchor Bolts – per FlexRake
 - o Bolts for anchor toes and plates
 - o (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.

(1) Duperon® Washer Compactor - Dual Auger System

- **Model WC3.A2.5**
 - o 3/4HP Motor and gearbox
 - o 3.29 ft from operating deck to top of washer compactor hopper rim
 - o 4.66 ft long hopper length
 - o 1.45 ft wide hopper width
 - o SSTL304
 - o SSTL304 Custom hopper per dimensions above
- Reduced Maintenance
 - o Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - o Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal



- o Durable dual auger design eliminates debris wrapping
 - o Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
 - Reduced Odor
 - o Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
 - Reduced Landfill Costs
 - o Up to 84% volume reduction
 - o Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
 - Reduced Power Consumption
 - o ¾ HP inverter duty motor consumes just 576 watts
 - o Requires .4 KWH
- Discharge chute design
- 10.00 ft long discharge chute with, (1) bend, (1) chute support
- Water supply and drain criteria
- Non-Clog Flood Washing
 - Utilizes filtered effluent or municipal water
 - Consumes 3 to 10 gallons per minute at 40 to 60 PSI
 - 3.00 inch NPT male drain connection
 - 0.50 inch NPT water supply connection

Estimated Anchor Bolts Needed for Washer Compactor:

Estimated Anchor Bolts Needed (**not included in scope of supply – by Others/Contractor**):

- Anchor Bolts
 - o Bolts for anchor toes and plates
 - o (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.

(1) Controls Package, Main Panel

- **NOTE: Referencing NFPA 820, the main control panel shall be removed from the equipment/channel by a minimum of 10 feet.**
- Main fusible disconnect for incoming power 480V/60hz/3ph
- Wall mount NEMA 4X SSTL304 enclosure
- Enclosure to be:
 - o Located outdoors in an unclassified area
 - o Located where temperatures drop below 0°C (32°F) frequently
 - o Located where temperatures exceed 40°C (105°F) frequently
- Enclosure to include equipment
 - o (1) LowFlow FlexRake with 1/4HP motor driven by AC Tech VFD with panel mounted keypad
 - o (1) Washer Compactor with 3/4HP motor driven by AC Tech VFD with panel mounted keypad
- Relay Based logic, to include
 - o Pilot lights, push buttons and selector switches on front door
 - o Terminal blocks, ETM's, breakers, and relays where required
 - o Hand-Off-Auto selector switch uses PB station in Hand mode
 - o Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - o Adjustable on/off cycle timers
 - o Machine runs when remote start contact is made or run timer is active, it doesn't speed up unless a float is selected
 - o Line reactor
 - o Load Reactor



- o HydroRanger 200HMI
- Weather protection devices inside enclosure
 - o Heater, thermostat, panel air conditioner

Instrumentation

- Dual Float Level Control
 - o (2) Mechanical Float Switch including 50 ft long cabling.

Local to equipment mounted devices

- (2) Three Button NEMA 4/7/9 Enclosure for E-Stop, Jog-Reverse and Forward

Bar Screen Spare Parts

- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Hex Head Cap Screw
- (4) Scraper Nut
- (1) Snap Ring Tool
- (1) 1 oz. Never Seez tube

Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) 1 oz. Never Seez
- (1) 14 oz grease tube

On Site Technical Assistance

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-day(s) total onsite
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- 6 Hard Copies

Warranty

- One Year Standard material and workmanship

Freight to Jobsite Included

Price: \$149,750.00

Price is valid for 60 days from bid date.

Delivery:

- Submittals: 4-6 weeks after approved purchase order, based on workload
- Equipment Delivery: 8-12 weeks after approval based on workload
- FOB Jobsite, Freight Paid

Exceptions:

- As noted



Clarifications:

General Clarifications

- Prices are valid for 60 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.

Bar Screen Clarifications

- The bar screen will be shipped fully assembled
- The LowFlow screen was not designed to manage septage.
- A standard minimum downstream water depth of 1.00 ft is required for Flexrake to prevent galling of the moving SSTL parts. Modifications such as a sloped sump or downstream underflow weir may be necessary and is to be provided by others.
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting only through the equipment enclosure
- Freeze protection
- Field assembly of SSTL screen enclosure and side shields required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others

Controls Clarifications

- All conduit and field wiring between the equipment by others
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.



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Vision Equipment and Consulting
STANDARD TERMS AND CONDITIONS OF SALE

1. TERMS APPLICABLE

The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders accepted by Vision Equipment and Consulting ("Seller") for the sales of products, equipment and parts relating thereto ("Products"). This quotation or acknowledgment and acceptance is expressly made conditional upon Buyer's assent to such terms and conditions. Any of Buyer's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. Objections to any terms and conditions contained herein shall be deemed waived if Seller does not receive written notice thereof within 20 days of the date of this acknowledgment. Buyer in any event will be deemed to have assented to the terms and conditions contained herein if Buyer either makes any payment to Seller or accepts any delivery of the Product. The term "this Agreement" as used herein means this quotation or acknowledgment together with any attachment hereto, any documents expressly incorporated by reference and these Standard Terms and Conditions of Sale.

2. DELIVERY

(a) Delivery dates are good faith estimates and do not mean that "time is of the essence". Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Unless otherwise agreed in writing by Seller, title and risk of loss or damage to the Products shall pass to Buyer upon delivery of the Products F.O.B., Seller's plant (F.O.B., point of manufacture for any Product shipped direct to Buyer from any location other than Seller's plant).

(b) Seller shall not be liable for any loss or delay due to acts of governmental authority, laws or regulations, strikes, fires, floods, earthquakes, severe weather, epidemics, quarantine restrictions, war, riot, acts of Buyer, wrecks, delays in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Seller. In the event of any such delay in performance due to such causes, the date of delivery or performance shall be deferred for a period equal to the time lost by the reason of the delay.

3. WARRANTY

(a) Seller warrants to Buyer that the Products will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer a replacement part or repair the defect in place. Seller will have no warranty obligations under this paragraph 3(a): (i) if Buyer fails to ensure that the Products are operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged, or (v) corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable.

(b) Seller further warrants to Buyer that at delivery, the Products will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) The remedies provided in paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

4. LIMITATION OF LIABILITY

The remedies of buyer set forth herein are exclusive and the aggregate liability of seller for all claims of any kind for any loss or damage resulting from, arising out of or connected with this agreement or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product, shall in no event exceed the price allocable to the product which gave rise to the claims. The foregoing notwithstanding, if applicable, any claims for (a) delay shall not exceed 10% and (b) breach of performance guarantees shall not exceed 20% of the price. In no event shall seller be liable to buyer or any party for special, incidental or consequential damages of any nature, including, but not limited to, loss of profits or revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining replacement power. The limitations and exclusions of liability set forth in this paragraph shall apply to any claim, whether based on contract, warranty, tort (including negligence), fault, strict liability, indemnity, or otherwise. All liability of Seller to Buyer, arising out of this Agreement, shall terminate at the expiration of 3 years after final acceptance. The provisions of this paragraph 4 shall supersede any inconsistent provisions in any instrument forming part of this agreement.

5. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

6. SECURITY INTEREST

Seller shall retain a purchase money security interest in the Products until all payments have been made in full. Buyer agrees to do all acts necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

SOUTH & CENTRAL TEXAS	SOUTHEAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS & OKLAHOMA
David Bartlett San Antonio C: 210-381-4030 david@visionequipment.net	Hershel Ezzell, P.E. Kingwood C: 281-850-5414 hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 randal@visionequipment.net	John Belton Dallas C: 972-922-3126 john@visionequipment.net
OKLAHOMA	WEST TEXAS	SOUTH TEXAS	
Jodie Marbut Weatherford C: 817-229-0411 jodie@visionequipment.net	Ron Shindoll Garland O: 214-957-5066 ron@visionequipment.net	Mike Neill Amarillo C: 806-676-8975 Mike@visionequipment.net	Keisha Antoine, PhD, PE Houston O: 832-356-3903 Keisha@visionequipment.net



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7. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

8. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any suit or proceeding brought against Buyer to the extent based on a claim that any Product, or any part thereof, infringes any United States patents; provided Seller is notified promptly in writing and given authority, information and assistance for the defense of such suit or proceeding; (ii) Seller shall satisfy any judgment for damages entered against Buyer in such suit; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller shall at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price which Seller has received, in which case neither Buyer nor Seller will have any claim against the other under this Agreement or arising out of the subject matter of this Agreement. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

9. CANCELLATION

Buyer may only cancel its order for cause agreeable to the Seller and upon written notice to Seller and upon payment to Seller of Seller's cancellation charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer.

10. CHANGES

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Such Change Order will include an appropriate price adjustment. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. If after the date of this quotation or acknowledgment, new or revised governmental requirements should require a change in the Products; the change will be subject to this paragraph 10.

11. CONFIDENTIALITY

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation or acknowledgment includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings. Buyer will defend and indemnify Seller from any claim, suit, or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

12. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions of paragraphs 3, 4, 5, and 11 hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors, and suppliers from any action, liability, cost, loss or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

13. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable Federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, and any prior course of dealings or usage of the trade not incorporated herein.
- (d) This Agreement (including these standard terms and conditions of sale) may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.
- (d) This Agreement and the performance thereof will be governed by and construed according to the laws of the State of Texas. The parties hereto irrevocably submit to the jurisdiction of the Federal and State courts sitting in Tarrant County, Texas and waive any claims as to inconvenient forum. In the event this Agreement pertains to the sale of any goods outside the United States, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

14. Legal Fees

All legal fees to collect debts owed to seller from buyer shall be paid by the buyer. All legal fees required to settle indebtedness of buyer to seller shall be paid in full by the buyer.

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www.visionequipment.net

The Advantage of FlexRake® Adaptive Technology™ for Low Flow Applications



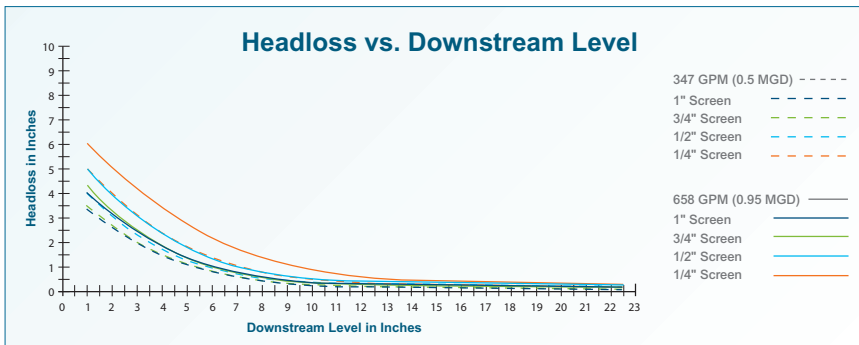
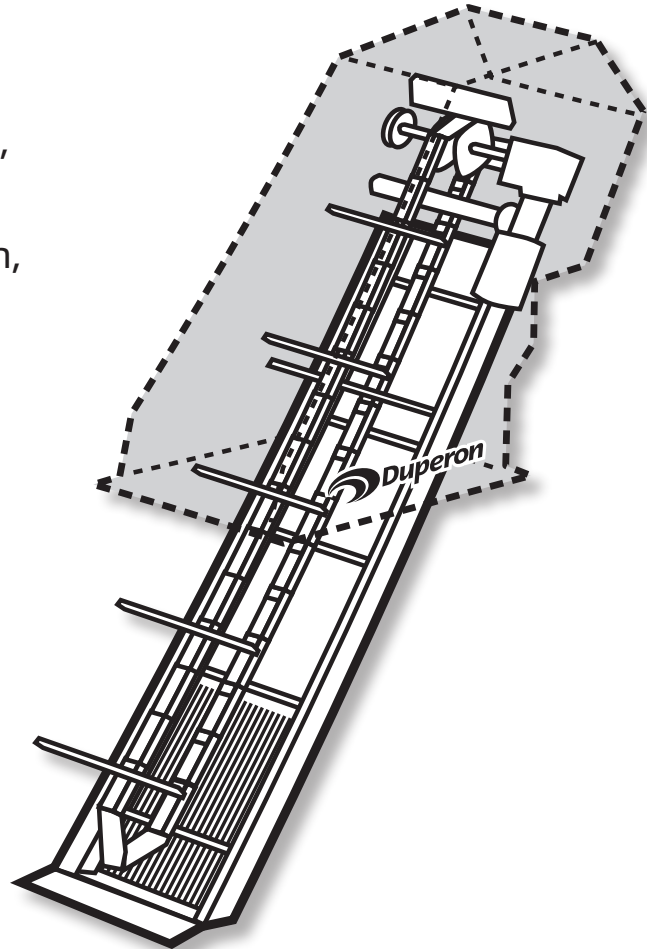
FlexRake® Low Flow Cost-Effective Screening for Low Flow Applications

Unusually affordable, simple, front cleaning, front return bar screen technology. Specifically designed for plants of 1 mgd or less average flow with channels 2 to 6 feet deep by 1 to 2 feet wide. Available with bar openings of 1/4 inch, 1/2 inch, 3/4 inch and 1 inch.

- Pre-Engineered to be Energy Efficient to Save You Time and Money
- Standard Features Include: Easy Controls, Spray Wash for Screenings, All Stainless Steel Construction
- Tear-Drop Shaped Bars Provide Highest Efficiency in the Industry; 25%-50% More Efficient
- Exclusive Thru-Bar™ Scrapers Clean 3 Sides of the Bar
- Proven Duperon® FlexRake® Technology: No Lower Bearings, Sprockets, Jam Points or Confined Space Entries

The Duperon® FlexRake® Low Flow

- UHMW Low Flow SmartLink™ — Completely Corrosion-Resistant Links Provide Long Life, Allows for “Dry” Operation
- Integral Enclosure Provides Easy Installation, Access and Viewing
- No Carryover, No Scheduled Lubrication, No Maintenance



GENERAL

Average Flow Capacity:	1 MGD
Peak Flow Capacity:	4 MGD
Channel Width:	1 - 2 ft wide nominal
Maximum Liquid Level:	22"
Screen Area:	3.5 ft (vertical projection)
Bar Opening:	1/4", 1/2", 3/4", 1"
Range of Channel Depth:	2' to 6'
Minimum Water Depth:	0"
Discharge Height:	32.5" as measured from deck max.
Unit Height:	65.5" measured from deck
Unit OAL Width:	41.5" measured at widest point
Lifting Capacity:	500 lb
Motor Size:	1/4 hp, TEFC Standard

UTILITY

1 Phase	(115 volt or 230 volt)
3 Phase	(240 volt or 480 volt)

PERFORMANCE

Scraper spacing:	20.8" (every third link)
Discharge Rate/Cleaning:	Every 24.7 seconds
Scraper Travel Speed:	50.5"/minute
Sprocket Speed:	1.82 RPM

MATERIALS OF CONSTRUCTION

Drive Mechanics:	304 Stainless Steel
Enclosure / Dead plate:	304 Stainless Steel
Screen Bars:	316L Stainless Steel
Chain / Scrapers:	UHMW PE – UV Stable
Motor:	Steel with Std DC coatings

CONTROL FUNCTIONALITY

Emergency Stop • On-Off • Run Monitoring (Dry Contact)
Explosion-proof controls available***

***Custom site wiring is necessary with explosion-proof option. Main panel is remote mounted, explosion-proof motor and NEMA 7/9 push button station provided. Wiring completed per local requirements.



To Learn more about
Duperon® Adaptive
Technology,™ scan this
QR code or visit
www.duperon.com

Duperon® ADAPTIVE TECHNOLOGY™
Let's Build a System that Works for You™

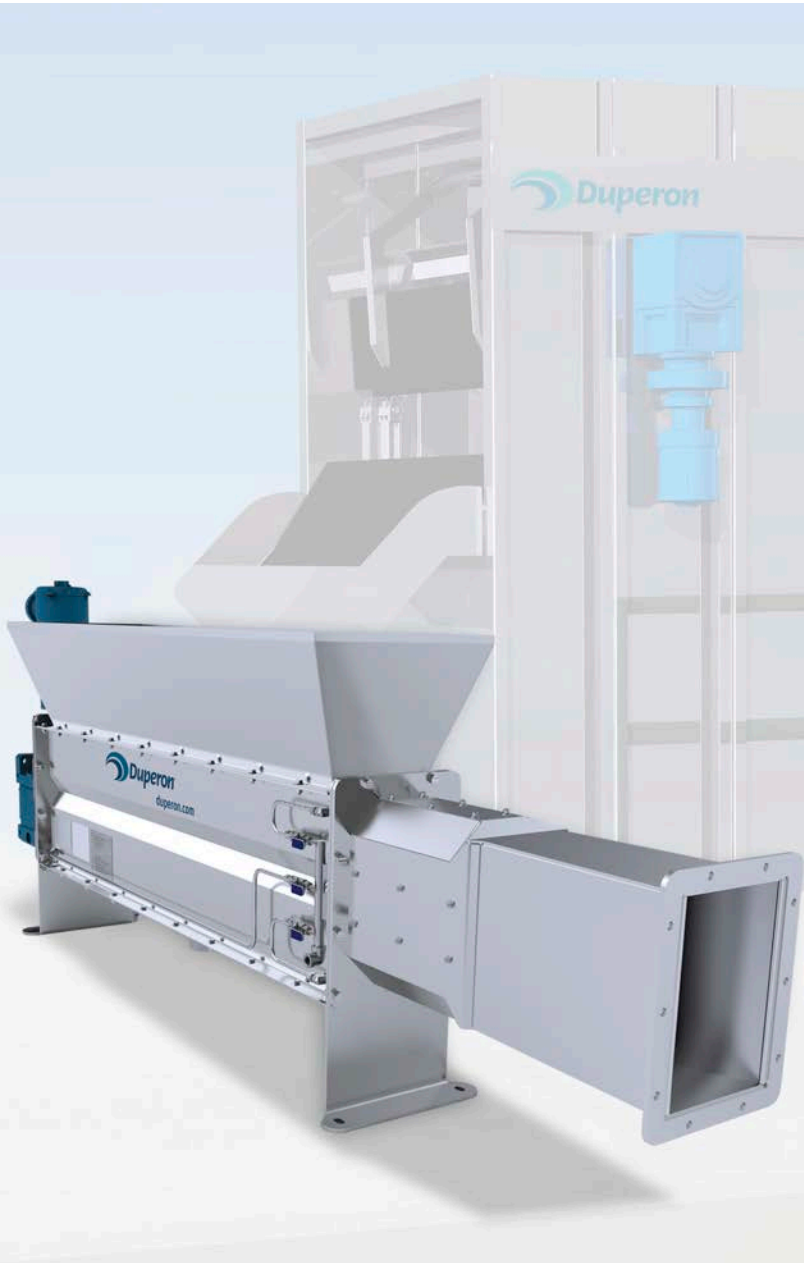
1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479 | www.duperon.com

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3007/3/16/0M

WASHER COMPACTOR

Positive Displacement, Dual-Auger System



Self-Regulating Compaction Provides a Reliable, No-Hassle Way to Reduce Landfill Costs

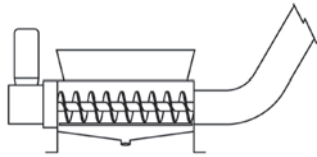
Robustly simple, high-efficiency, non-batching process machine that cleans and compacts screenings up to 4 inches. Standard discharge lengths up to 20 feet.

- Consistent Compaction Regardless of Debris Size or Volume (Using Proprietary Compaction Zone*)
- Positive Displacement: What Goes In, Comes Out
- Up To 84% Volume Reduction, Up To 60% Dry Solids
- Processes Non-Standard Wastewater Debris (Rocks, Clothing, Concrete, Metal) up to 4 inches
- Self-Centering Dual Augers Prevent Debris Wrapping
- Housing Geometry Controls Potential for "Slip Flow" When Handling Grease, Septage and Similar Debris
- Non-Clogging Flood Wash Port: Ideal For Non-Potable Water

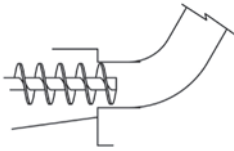
THE DUPERON® WASHER COMPACTOR VS. OTHER MANUFACTURERS

OTHER WASHER COMPACTORS

DUPERON® WASHER COMPACTOR



Fixed Reduction Compaction



Dependent on friction, debris volume and type

RESULT: inconsistent dry solids

Single Screw

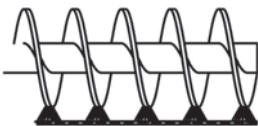


Debris falls & if it can move along the flight, it is dragged forward

Prone to sticking & then rotating w/auger (not driving forward)
OR wrapping & overflowing hopper, churning, slipflow

RESULT: overflowing or wrapped debris not driven forward

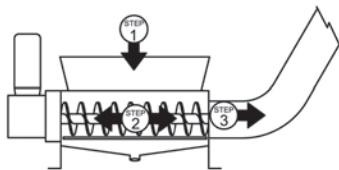
BRUSHES



High maintenance & inconsistent performance

Expensive, potentially labor intensive, requires replacement of parts

BATCHING



Debris is stored in hopper during batch cycle

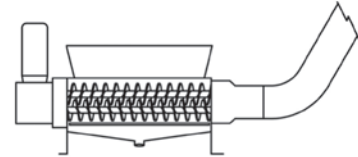
Can have odor issues

AGITATION

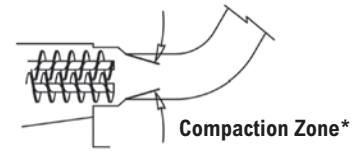
Large motor/gearbox & batch times

Complexity of controls

Maintenance, energy, storage & possible overflow



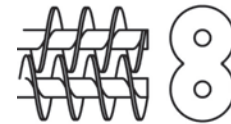
Controlled Reduction



Depends on mechanical device that controls compaction regardless of size & volume

RESULT: consistent dry solids

Dual Auger



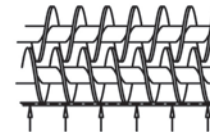
Positive displacement (like meat grinder) counter rotation

Flights prevent wrapping and slipflow (The flight of one auger continuously interrupts the debris wrapping on the other auger)

Two small augers = less HP, more energy efficient, stretches and stresses debris without chopping or grinding

RESULT: what goes in must go out

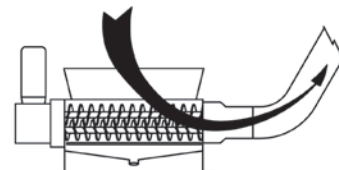
STRAINER – No Brushes



Self-cleaning strainer as a result of maintained auger contact

Non-clogging, durable & non-wearing

CONTINUOUS FLOW NON-BATCHING



Continuous screen operation

Immediate processing of debris for low odor

Low HP = Low energy requirement

SATURATE – WRING

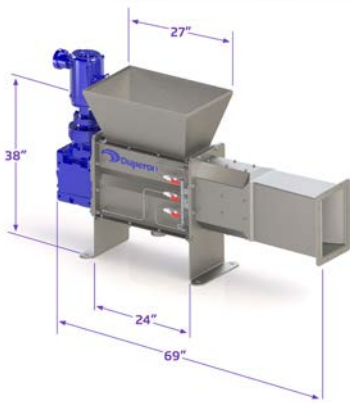
Consistent high-pressure throughout system

Wash ports – flood vs. high maintenance fine spray nozzles

Wash ports located prior to compaction so debris is not forced into nozzle openings

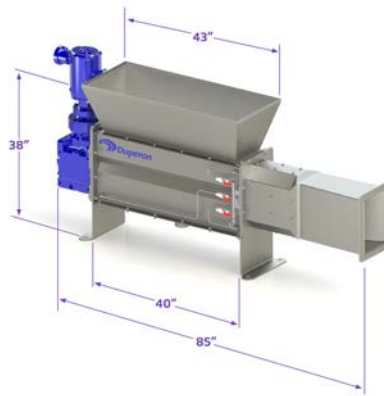
No Splashing

DUPERON® WASHER COMPACTOR CONFIGURATIONS AND APPLICATIONS



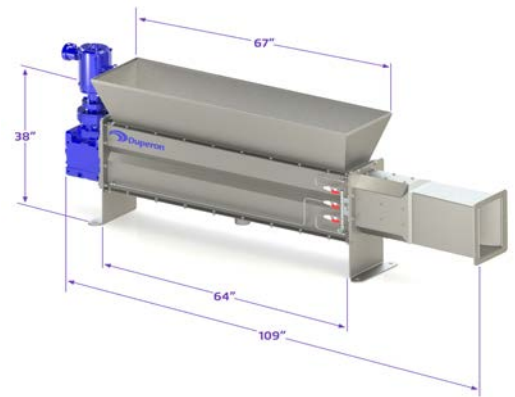
WC BODY 1

- ¾ HP Motor typical
- For bar screens up to 2' wide
- Ideal for FlexRake® Low Flow units
- Generally for flows less than 15MGD



WC BODY 2

- ¾, 3, 5 HP motors
- For bar screens 2' to 6' wide
- Flows up to 60 MGD
- 3 and 5 HP conveyor-fed and Industrial applications



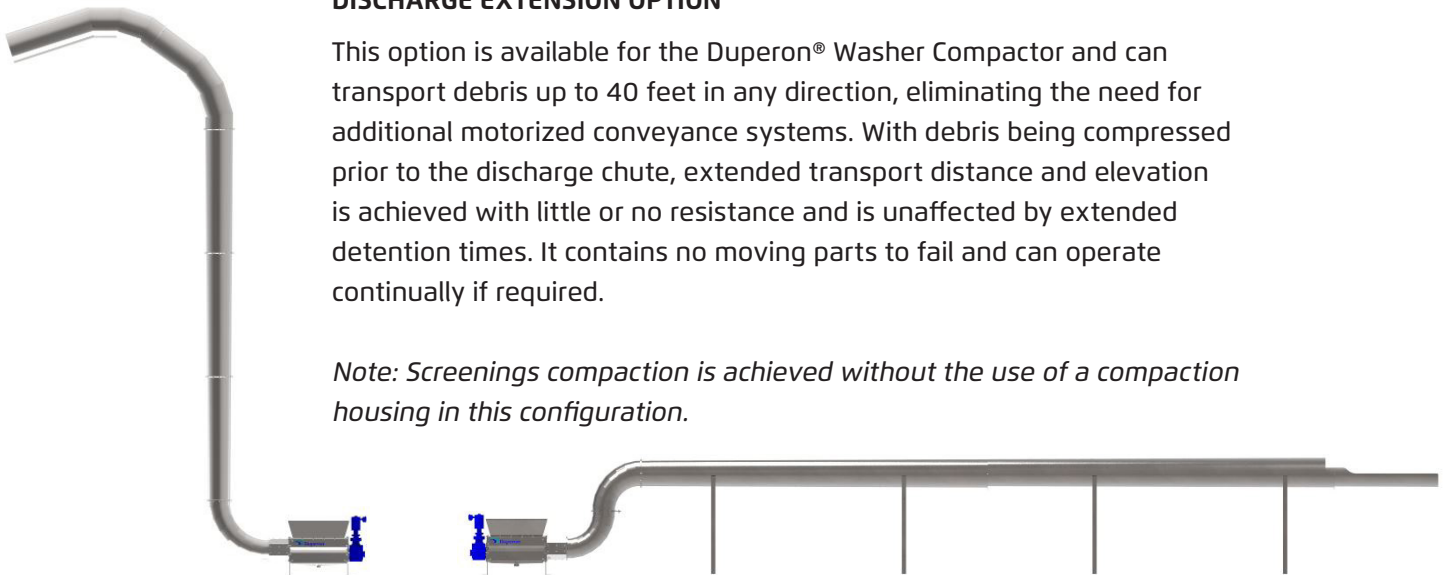
WC BODY 3

- ¾, 3, 5 HP motors
- For bar screens 5' to 10' wide
- Flows up to 100 MGD
- 3 and 5 HP conveyor-fed and Industrial applications

DISCHARGE EXTENSION OPTION

This option is available for the Duperon® Washer Compactor and can transport debris up to 40 feet in any direction, eliminating the need for additional motorized conveyance systems. With debris being compressed prior to the discharge chute, extended transport distance and elevation is achieved with little or no resistance and is unaffected by extended detention times. It contains no moving parts to fail and can operate continually if required.

Note: Screenings compaction is achieved without the use of a compaction housing in this configuration.



WATER

- Utilizes filtered effluent or municipal water
- Washer consumes 3-10 gallons per minute
- Requires 40 PSI-60 PSI
- Drain connection 3" NPT
- Supply connection 1/2" NPT

UTILITY

- 120/240 volt, single phase
- 240/480 volt, three phase (0.6 kW/2.3 kW/3.8kW)

DRIVE

¾ HP, 3 HP, 5 HP inverter duty motors available

MATERIALS OF CONSTRUCTION

- 304 SSSL or 316 SSSL
- SSSL spur gears (17 - 4 PH)
- Self-lubricating main auger bearings

TYPICAL PERFORMANCE

- 30% - 60% dry solids
- 60% - 70% weight reduction
- Significantly decreases odor and fecal content

CAPACITY

Available from: 30 ft³/hour to 150 ft³/hour

MAINTENANCE

Five years: Recommended gearbox service

DUPERON® WASHER COMPACTOR ACCESSORIES

BAGGER: The Bagger System attaches to the discharge chute for applications where bag dispensing and odor control are required. Included is a 100 meter length of continuous feed bags.

SPECIFICATIONS:

LATCH AND HOLDER: 304 SS or 316 SSTL

BAG: 1.3 mil Polyethylene

BAG SIZE: 22" Diameter x 295 ft. length



DROP SLEEVE: This flexible Drop Sleeve is an economical way to direct and contain downward debris discharge. Also used where waste container hauling may cause damage to metal discharge chutes.

SPECIFICATIONS:

LATCH AND HOLDER: 304 SS/316 SSTL

SLEEVE: Heavy Duty Urethane Canvas



ACCESS CHUTE: In applications that involve periodic inspection of discharging solids, the Access Chute with inspection panel is available in modular segments, installed as needed in the discharge chute system.

SPECIFICATIONS:

CHUTE: 14 ga. 304/316 SSTL

FLANGES: 1/4"

DRAW TYPE LATCHES: Hinged and Latched or Latched Both Sides



CASTER ASSEMBLY: Optional casters allow for flexible placement of the Washer Compactor and simple movement of the unit.

SPECIFICATIONS:

CASTERS: Urethane Wheels, 304/316 SSTL

FRAME: 2x2x1/4 Tubular, 304/316

LOCKING CASTERS

EXPLOSION PROOF ELEC. DISCONNECT



HEAT BLANKET: The Compaction Zone and discharge chute can be thermally protected from cold temperatures with the addition of the Heat Blanket with integral heat trace.

SPECIFICATIONS:

EXPLOSION PROOF HEAT TRACE SYSTEM

(All connections NEMA 7/9)

10 W/FT = 600 w max., 120V

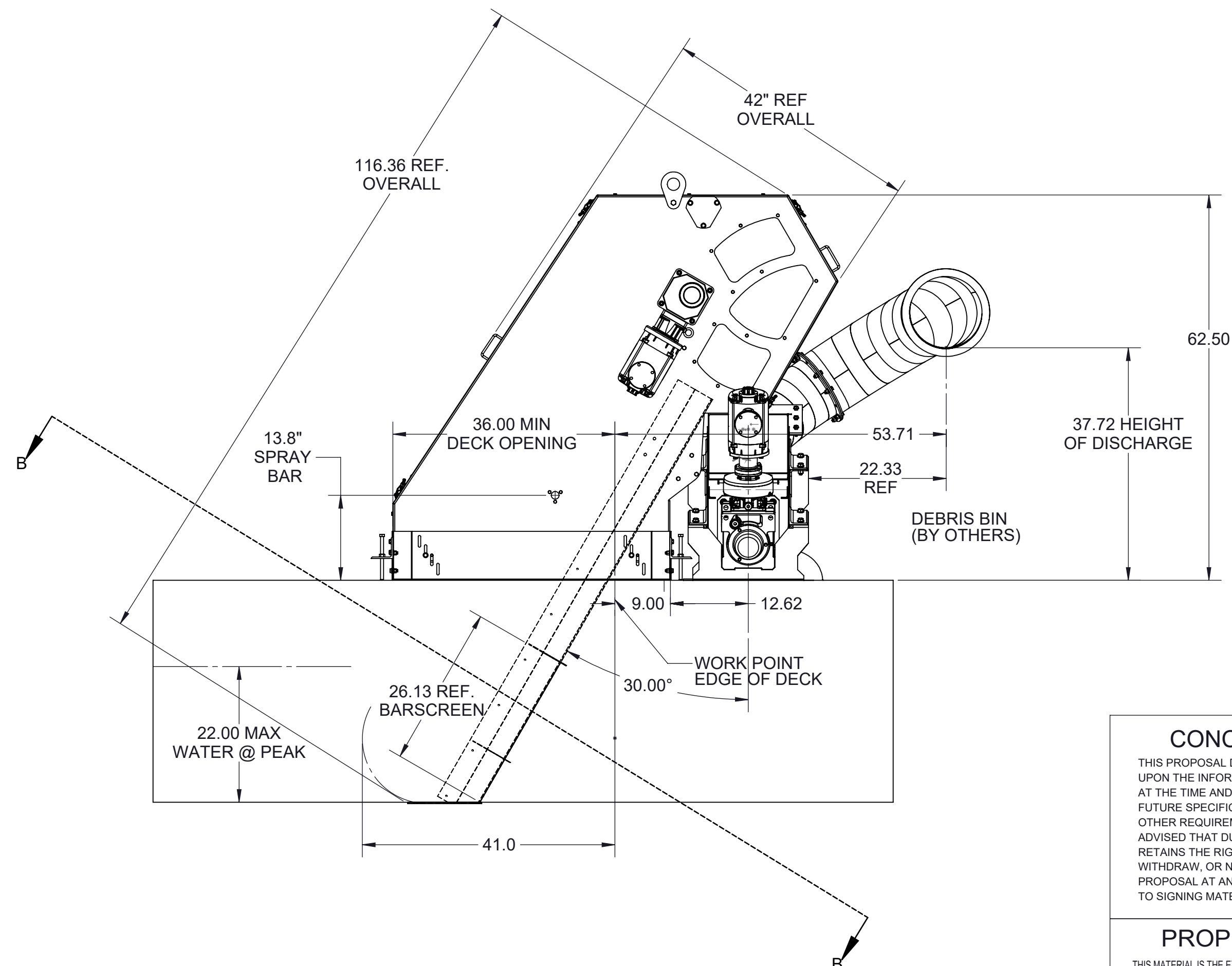
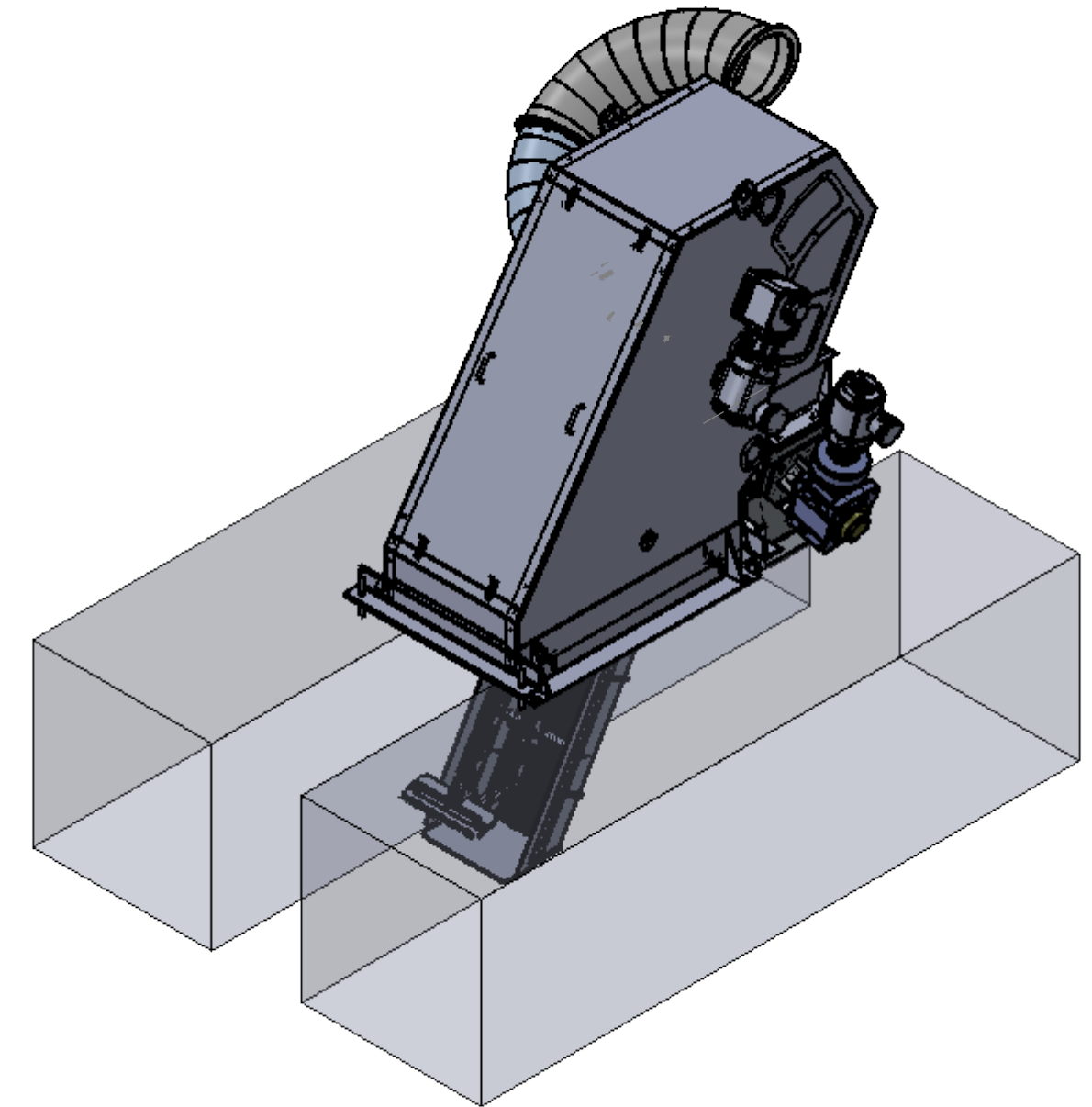
HARD CONTACT THERMOSTAT (NEMA 7/9)

INSULATED BLANKET: All Weather Teflon



1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479 | www.duperon.com

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SCALE	1:25	SHEET	1 OF 1
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April 7, 2019

Attn: Troy Hopkins
City of Anna
3223 N. Powell Parkway
Anna, TX 75409

Mr. Hopkins,

Thank you for considering Duperon Corporation for your Project.

Please accept this letter as confirmation; Duperon Corporation is the sole sourced manufacturer for the FlexRake®, Full Penetration Fine Screen, Low Flow and IQ Series Screens as well as the industries only Dual-Auger Washer Compactor. These systems are manufactured by Duperon Corporation and are not made under license or any other arrangement. Additionally Vision Equipment is our only authorized representative for the Texas and Oklahoma Territory.

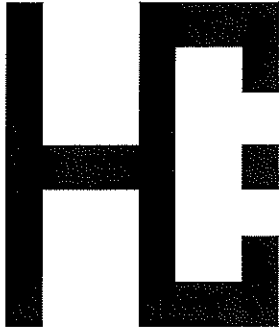
- 1) Maintenance is 100% accomplished from the operating deck level eliminating the need for confined space entry.
- 2) Duperon® use's premium efficiency Sumitomo Cyclo gear motors eliminates abrasive sliding contact. Unique rolling contact, low operating speeds and the grease-filled non vented gearbox allow for ten-year maintenance schedules on the gearbox.
- 3) Duperon Washer Compactors are Patented Technology and are the only Dual Auger Positive Displacement Washer Compactors in the Industry.
- 4) Dual Auger Washer Compactor features positive displacement augers to eliminate debris wrapping and maintenance associated with other technologies. This is coupled to an active compaction zone to ensure all debris are processed, washed and consistently dewatered before being discharged into the debris bin.

We look forward to fulfilling your treatment needs for this project. If you have any questions or need further information, please don't hesitate to contact Duperon.

Thank you,

Mark Hickok
Regional Manager
Duperon Corporation

Cc: John Belton, Vision Equipment



HOWARD CONSTRUCTION, INC.
P.O. Box 1685, Ardmore, OK 73402
402 I Street NW, Ardmore, OK 73401
(580) 226-4700 Fax (580) 798-5077

April 19, 2021

City of Anna
3223 N. Powell Parkway
Anna, TX 75409
Attn: Chip Hopkins

RE: City of Anna WWTP
Installation of new Duperon FlexRake Bar Screen

Dear Mr. Hopkins,

HCI was contacted by John Belton with Vision Equipment to provide a proposal for installation of a new Duperon FlexRake Bar Screen at the City of Anna WWTP located in Anna, Texas. Our proposal is based upon Duperon Proposal Number 10148 R5 dated March 15, 2021 and pictures of the existing Anna WWTP bar screen provided by Vision Equipment. HCI and Vision Equipment recently worked together on installation of a new bar screen at the Bridgeport, Texas WWTP.

City of Anna will direct purchase the new bar screen. HCI will provide personnel and equipment required for removal of the existing screen and installation of the new screen. This will include electrical services to install the new screen control panel and service to the new screen, anchors as required and startup assistance.

HCI includes General Liability and Workers Compensation Insurance.

SINGLE SCREEN OPTION

SCOPE:

- Provide personnel to assist City of Anna in review of submittals and verification of Duperon requirements.
- Removal of existing bar screen.
- Install Duperon FlexRake Bar Screen.
- Install Control Panel and Electrical service to bar screen.
- Assist Duperon in startup of new screen.

PRICE: Twenty Five Thousand Eight Hundred Dollars (\$25,800.00)

TWO SCREEN OPTION

Based on Duperon Proposal # 10148 R3.

SCOPE:

- Provide personnel to assist City of Anna in review of submittals and verification of Duperon requirements.
- Removal of existing screen.
- Install two (2) each Duperon FlexRake Bar Screens.
- Install Control Panel and Electrical Service to bar screen.
- Assist Duperon with startup of new screens.

PRICE: Forty Three Thousand Eight Hundred Dollars (\$43,800.00)

EXCLUSIONS:

- Modifications to lift station of any kind
- By Pass pumping.
- Sales Tax
- Performance and Payment Bond

Please contact me with any questions

Thanks for the opportunity!

Michael Howard



Proposal

**Reference to
Project Scope
#21-0722-01**

July 22, 2021

**City of Anna Texas
1400 Roadrunner Rd.
Anna, TX 75409**

1- ALRICK Belt Press Restoration

July 22, 2021

David Trevino
City of Anna
Anna, TX

RE: Proposal for Restoration for 1 (one) – ALRICK Belt Press

Dear Mr. Trevino,

Thank you for your interest in the services of Langley Separation and Process LLC., we are pleased to provide you with the following proposal.

Langley Separation and Process LLC proposal is for the parts and labor on (one) ALRICK Belt Press.

The OEM parts are for the replacement, involving the following:

Section 1: Items / parts listed below will be replaced:

- 1- 4-BV Bleeder Valve
- 1- Speedaire Air Line Filter
- 1- ControlAir Type 400 BXK Air Pressure Regulator
- 38- VPE 231 Pillow Block
- 14- VPE 224 Pillow Block
- 4- VTWE 231 Take Up Unit
- 4- VF2S231 Browning Bearing
- 4- VF4S356 4 Bolt Flange
- 1- Boston Motor A-C Motor 1 HP 17000RPM
- 1- Boston Motor A-C Motor 1 1/2 HP 17000RPM
- 1- Boston Reducers F730-60S-B7-G
- 1- Boston Reducers F732060S-B7-G
- 2- Sprocket 60B60 X 1 15/ 16 Keyway and set screws
- 2- Sprocket 60B12 X 1 ¼
- 2- Sprocket 60BS34 X 1 15/16
- 2- Sprocket 60I3 X 1 3/8
- 2- Spur Gears TC896 X 1 15/16
- 4- Tension 3 X 8 SB 3.0 SPUS 16 8 STRK SP CYL
- 2- Tracking 2.5 X 4 16 6
- 2- Bellows "B5C" Air Control Valves V - 360FP
- 60- 1 1/2' Flat Fan Nozzles W/gasket only
- 1- 6' x 7' 700 Micron Screen
- 2- UHMW Polyethylene 1/4" TH x 4" W x 42" L
- 1- Right Angle Syncrogear
- 3- Chains

Section 2 Suggested Line Items Parts (not included in price)

1- Replacement Stator for Netsch Cavity Pump = \$1,183.00

2- 40"x 56'3" Replacement Press Belts w/10 Clip Per Inch Urethane = \$2,002.56

1- Booster Pump = \$2,538.95

1- Polymer pump = \$9,193.00

Section 3: Exclusions:

- *Taxes and fees*
- *Freight (cost plus 20%)*
- *Discovery items ... related to parts (cost plus 20%)*

Section 4: Price

Parts, labor and expenses for restoration as described in Section 1

Total	\$33,422.50
--------------	--------------------

Payment Terms for Parts:

60% placement of order

40% upon completion

Langley Separation and Process estimates a time of 7 days. Since there are unforeseen circumstances and unknown conditions until time of work is perform the estimated time frame is subject to change.

The following is some of those variables:

1. Additional parts required after removal of old parts
2. Shipping delays for receivables

Langley Separation and Process LLC. reserves the right to provide change orders for any additional services, parts, and labor required thru the entire retrofitting of the press and or if the client request additional services and labor not listed within the proposal.

The client is responsible for providing the following:

1. Electrical (110 volt) for operation of hand tools and air compressors
2. Loading and off-loading of parts
3. Disposal of old parts

Does not include any automatic lubrication parts if applicable. Plus, all services are based upon disassemble and reassembly completed at site.

Langley Separation and Process LLC has available numerous mobile belt press and all apparatuses for rental to continue dewatering during the duration of the refurbishing. The temporary belt presses are dependent on timing, location and space availability at the project site a separate proposal can be provided.

Langley Separation and Process LLC. would like to thank you for the opportunity in submitting a proposal for the restoration of your (one) ALRick Belt Press

If you have any questions or need clarifications, please do not hesitate to call.

Sincerely,

Tony Langley
President
Langley Separation and Process LLC

Main contacts for this project:

Tony Langley
President
817-269-8388
tony@langleyseparation.com

Cheryl Henderson
Project coordinator
512-662-9917
cheryl@langleyseparation.com



Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
12. **Export Compliance.** Buyer acknowledges that seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and Services provided under the Contract, including any export license requirements. Buyer agrees that such Equipment and Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.



7-21-2021

David Trevino
Sr. Operations
City of Anna
1400 Roadrunner Road
Anna, Texas 75409
Phone: 214-585-8681
Email: dtrevino@annatexas.gov

Subject: 1.0 Meter ALRICK Belt Filter Press

Dear Mr. Trevino

This letter is to inform you that Langley Separation and Process LLC is the soul source provider for the ALRICK Belt Filter Press Company following items and/or services.

The above- mentioned company is the Soul Source of the items and services listed above, and no other company sells or distributes such items and services is a precluded by the existence of a patent, copyright, secret process or monopoly.

The ALRICK Press Company located in Johnstown, New York is no longer in existence but, during their years manufacturing the ALRICK Belt Filter Press, Langley Separation and Process LLC distributed new equipment, used equipment, rebuilds, parts and services throughout the United States.

At this time, there is no other company offering rebuild, parts and service for this product. Please feel free to visit our website at www.langleyseparation.com.

Sincerely,

A handwritten signature in blue ink that reads "Tony Langley". The signature is fluid and cursive, with the first name "Tony" and last name "Langley" clearly visible.

Tony Langley



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute easement dedication documents and payment for a sanitary sewer easement across the Dickey Tract as required for the Hurricane Creek Sanitary Sewer System. (Director of Public Works, Greg Peters, P.E.)

SUMMARY:

Staff has been working with the Holland/Dickey family since 2019 regarding the acquisition of a sanitary sewer easement for the construction of the Hurricane Creek Regional Sewer system. The family worked with staff to reach an agreed upon price based on an appraisal conducted on the property. Now that the project will be bidding soon, the family is ready to execute the necessary documents and finalize the easement. The proposed easement is shown in Exhibit A.

The City previously discussed a price of \$100,000 for the easement with the family, which is in-line with the appraised value and the discussions between the City and the family over the past 2 years. In addition, the family has already granted the City right-of-entry to the property, as shown in Exhibit B, which allowed us to continue to move the project forward. Staff recommends approval of the resolution so that the City can finalize the documents with the family and make final payment.

FINANCIAL IMPACT:

The cost of the easement purchase is \$100,000. The fund source is PID funds.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENTS:

1. Resolution - Dickey Sewer Easement
2. Exhibit A - Holland and Dickey Sewer Easement

3. Exhibit B - Right of Entry

APPROVALS:

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

Created/Initiated - 1/20/2022
Approved - 1/20/2022
Final Approval - 1/21/2022

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 SANITARY SEWER EASEMENT ON AND UNDER 2.869 ACRES OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT PROVIDING LIMITED RIGHTS ON AND UNDER 2.869 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 public sanitary sewer utilities and associated appurtenances to meet the public need to provide sanitary sewer 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 easement not now held by the City of Anna for such 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 sanitary sewer easement on and under 2.869 acres of real property and a temporary construction easement providing limited rights on and under 2.869 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 sanitary sewer lines 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 sanitary sewer easement sought to be acquired on and under a portion of a tract of real property, said portion totaling approximately 2.869 acres of real property (the "Permanent Sanitary Sewer Line Easement"), held by the Verla Sue Holland & Maurine Dickey and/or others. Said approximate 2.869 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 sanitary sewer 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 permanent sanitary sewer easement to be acquired.
- (b) The necessary temporary construction easement sought to be acquired will provide limited rights on and under a portion of a tract of real property, said portion totaling approximately 2.869 acres of real property (the "Temporary Construction Easement"), held by Verla Sue Holland & Maurine Dickey and/or others. Said approximate 2.869 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 temporary construction 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 Sanitary Sewer Easement and Temporary COnstruction Easement identified in Section 2, above, for the purpose of constructing, laying, maintaining, repairing and/or replacing public

sanitary sewer lines 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 Sanitary Sewer Easement and Temporary Construction 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 Sanitary Sewer Easement and Temporary Construction 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 Sanitary Sewer Easement and Temporary Construction Easement consistent with the appraisal(s), when appropriate, and to convey the City’s desire to acquire the Permanent Sanitary Sewer Easement and Temporary Construction 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 Sanitary Sewer Easement and Temporary Construction 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 Sanitary Sewer Easement and Temporary Construction 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 25th day of January, 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayo

Exhibit A

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Verla Sue Holland & Maurine Dickey**, (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Anna, Texas, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, install, construct, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove sanitary sewer lines and appurtenances in and through Grantor's land, a tract of land for a 40-foot width Permanent Sanitary Sewer Easement and being under, over and across Tract 2 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 216.801 acre tract conveyed to Verla Sue Holland and Maurine Dickey by deed recorded in Instrument Number 19950216000110690 of the Deed Records of Collin County, Texas (D.R.C.C.T.) together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall be a 124,972 square foot sanitary sewer easement, being more particularly described in Easement Exhibit "A", attached hereto and made an integral part of this easement.

There is also hereby granted a temporary construction easement 40 feet in width being more particularly described in Easement Exhibit "A", attached hereto and made an integral part of this easement, for the purpose of constructing a sanitary sewer line and appurtenances, the term of which temporary construction easement to end when construction of same is completed but not later than one year after the date of execution of this document, as acknowledged below.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantor(s) has/have executed this instrument this ____ day of _____, 2021.

Verla Sue Holland

Maurine Dickey

By: _____

By: _____

Print Name: _____

Print Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ & _____ known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

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

(Seal)

Notary Public, State of Texas

Exhibit A

Verla Sue Hollan & Maurine Dickey
5/01/2019

Parcel No 3
City of Anna

EXHIBIT "A"

FIELD NOTE DESCRIPTION PERMANENT SANITARY SEWER EASEMENT CITY OF ANNA, TEXAS

Being a tract of land for Permanent Sanitary Sewer Easement 40-foot width and being under, over and across Tract 2 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 216.801 acre tract conveyed to Verla Sue Holland and Maurine Dickey by deed recorded in Instrument Number 19950216000110690 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said 40-foot wide Permanent Sanitary Sewer Easement being more particularly described as follows;

BEGINNING at a point for corner, said point being on an established fence line and on the south property line of said 216.801 acre Holland tract and being on the north property line of Tract 3 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 101 acre tract conveyed to MJLA Adams, LTD. by deed recorded in Instrument Number 20110505000462570 of the D.R.C.C.T., said point bearing N 70°27'28" W, a distance of 3,050.16 feet from a 1/2-inch iron rod found on the southeast property corner of said 101 acre MJLA tract, on the northeast property corner of Tract 6 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 35.00 acre tract conveyed to John Hampton Rattan by deed recorded in Instrument Number 19960829000742040 of the D.R.C.C.T., on the west property line of Tract 2 in the John Ellett Survey, Abstract 295, Collin County, Texas, a called 107.7 acre tract conveyed to John Rattan & Estate of Dow & Sue Rattan c/o John Rattan by deed recorded in Instrument Number 20090915001153020 of the D.R.C.C.T., said point also bearing S 88°51'38" E, a distance of 346.74 feet from a 1/2-inch iron rod found on an easterly interior property corner of Tract 19 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 204.371 acre tract conveyed to Twin Rivers Estates, LLC. by deed recorded in Instrument Number 20080229000243760 of the D.R.C.C.T., and the southwest property corner of said 216.801 acre Holland tract;

THENCE, N 03°54'37" E, departing the common property line of said 216.801 acre Holland tract and said 101 acre MJLA tract, a distance of 544.75 feet to a point for corner;

THENCE, N 22°30'10" E, a distance of 999.98 feet to a point for corner;

THENCE, N 03°45'20" E, a distance of 496.35 feet to a point for corner;

THENCE, N 05°12'03" W, a distance of 828.18 feet to a point for corner;

THENCE, N 02°16'30" E, a distance of 254.63 feet to a point for corner, said point being on the north property line of said 216.801 acre Holland tract and on the south property line of Tract 1 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 115.9 acre tract conveyed to Virgil Wren Miller by deed recorded in Instrument Number 20041228001841810 in the D.R.C.C.T.;

THENCE, S 88°56'23" E, along said common property line, a distance of 40.01 feet to a point for corner;

THENCE, S 02°16'30" W, departing said common property line, a distance of 252.86 feet to a point for corner;

THENCE, S 05°12'03" E, a distance of 828.70 feet to a point for corner;

THENCE, S 03°45'20" W, a distance of 506.08 feet to a point for corner;

Exhibit A

Verla Sue Hollan & Maurine Dickey
5/01/2019

Parcel No 3
City of Anna

EXHIBIT "A"

THENCE, S 22°30'10" W, a distance of 1,000.03 feet to a point for corner;

THENCE, S 03°54'37" W, a distance of 536.26 feet to a point for corner, said point being on the said fence line and on the common property line of said 216.801 acre Holland tract and said 101 acre MJLA tract;

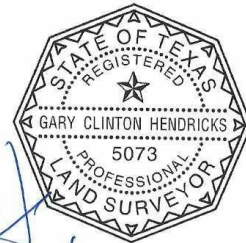
THENCE, N 88°51'38" W, along said fence line and said common property line, a distance of 40.05 feet to the POINT OF BEGINNING, said 40-foot Permanent Sanitary Sewer Easement containing 2.869 acres (124,972 square feet) of land, more or less.

Also a 40-foot wide temporary construction easement being immediately adjacent to and parallel with the easterly legs of the above described Permanent Sanitary Sewer Easement and containing 2.869 acres (124,959 square feet) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 12/27/2018.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

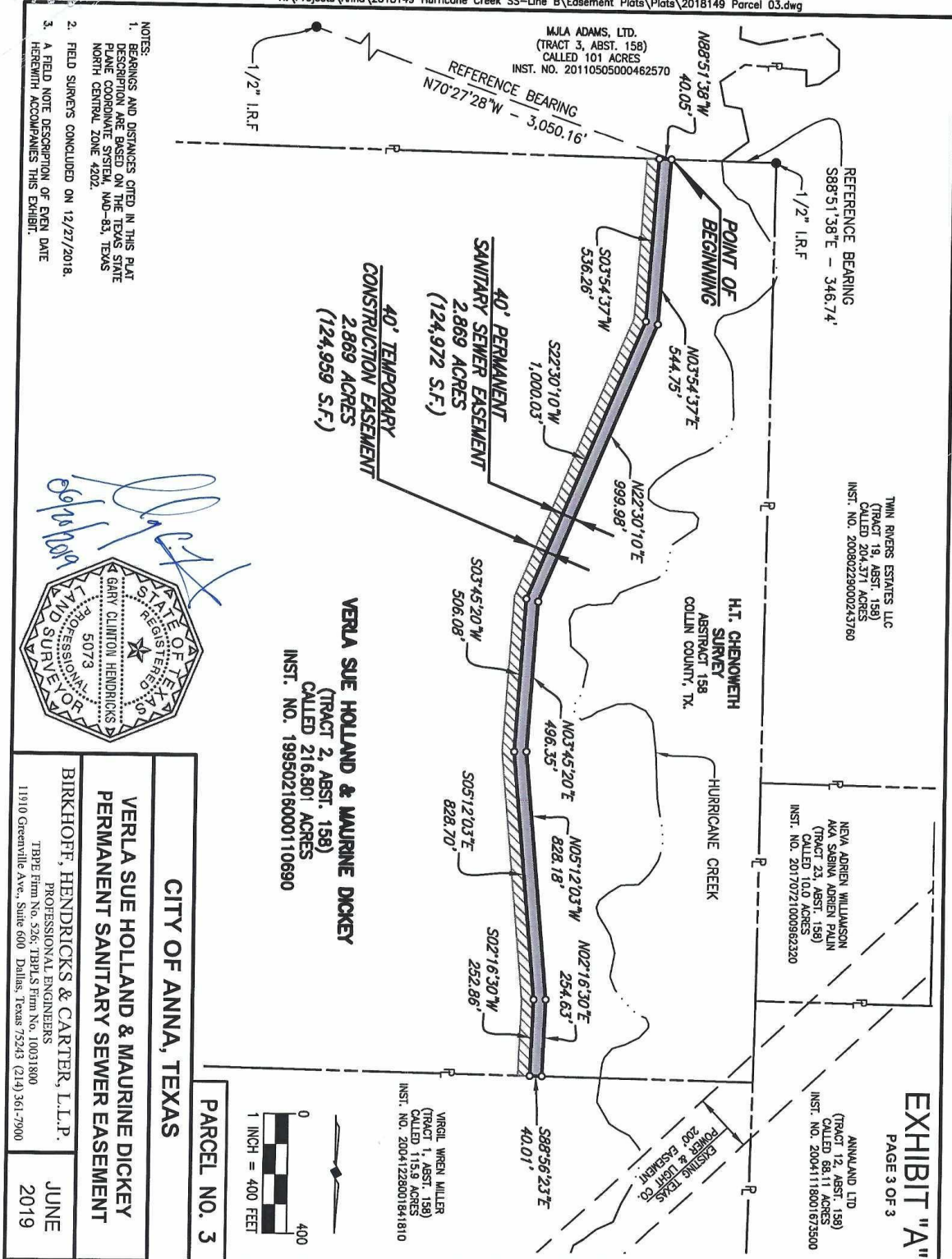


[Handwritten signature]
06/20/2019

Exhibit A

REVISED: 6/20/19 - CCRAWFORD

H:\Projects\Anna\2018149 Hurricane Creek SS-Line B\Easement Plats\Plats\2018149 Parcel 03.dwg



PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Verla Sue Holland & Maurine Dickey**, (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Anna, Texas, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, install, construct, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove sanitary sewer lines and appurtenances in and through Grantor's land, a tract of land for a 40-foot width Permanent Sanitary Sewer Easement and being under, over and across Tract 2 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 216.801 acre tract conveyed to Verla Sue Holland and Maurine Dickey by deed recorded in Instrument Number 19950216000110690 of the Deed Records of Collin County, Texas (D.R.C.C.T.) together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall be a 124,972 square foot sanitary sewer easement, being more particularly described in Easement Exhibit "A", attached hereto and made an integral part of this easement.

There is also hereby granted a temporary construction easement 40 feet in width being more particularly described in Easement Exhibit "A", attached hereto and made an integral part of this easement, for the purpose of constructing a sanitary sewer line and appurtenances, the term of which temporary construction easement to end when construction of same is completed but not later than one year after the date of execution of this document, as acknowledged below.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantor(s) has/have executed this instrument this ____ day of _____, 2021.

Verla Sue Holland

Maurine Dickey

By: _____

By: _____

Print Name: _____

Print Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ & _____ known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

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

(Seal)

Notary Public, State of Texas

EXHIBIT "A"

**FIELD NOTE DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT
CITY OF ANNA, TEXAS**

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EXHIBIT "A"

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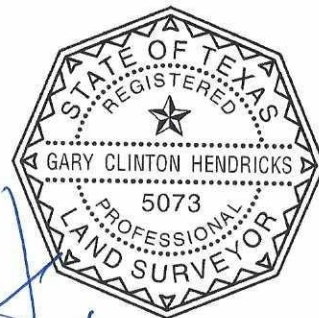
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Also a 40-foot wide temporary construction easement being immediately adjacent to and parallel with the easterly legs of the above described Permanent Sanitary Sewer Easement and containing 2.869 acres (124,959 square feet) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 12/27/2018.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



[Handwritten signature]
06/20/2019

EXHIBIT "A"

PAGE 3 OF 3

REFERENCE BEARING
S88°51'38"E - 346.74'

1/2" I.R.F.

TWIN RIVERS ESTATES LLC
(TRACT 19, ABST. 158)
CALLED 204.371 ACRES
INST. NO. 20080229000243760

NEVA ADRIEN WILLIAMSON
AKA SABINA ADRIEN PALIN
(TRACT 23, ABST. 158)
CALLED 10.0 ACRES
INST. NO. 20170721000962320

ANNA LAND LTD
(TRACT 12, ABST. 158)
CALLED 68.11 ACRES
INST. NO. 20041118001673500

H.T. CHENOWETH
SURVEY
ABSTRACT 158
COLLIN COUNTY, TX.

HURRICANE CREEK

EXISTING TEXAS
POWER & LIGHT CO.
200' EASEMENT

MJLA ADAMS, LTD.
(TRACT 3, ABST. 158)
CALLED 101 ACRES
INST. NO. 20110505000462570

REFERENCE BEARING
N70°27'28"W - 3,050.16'

POINT OF BEGINNING
N88°51'38"W 40.05'
N03°54'37"E 544.75'
N22°30'10"E 999.98'
N03°45'20"E 496.35'
N05°12'03"W 828.18'
N02°16'30"E 254.63'
S88°56'23"E 40.01'
S02°16'30"W 252.86'
S05°12'03"E 828.70'
S03°45'20"W 506.08'
S22°30'10"W 1,000.03'
S03°54'37"W 536.26'

40' PERMANENT
SANITARY SEWER EASEMENT
2.869 ACRES
(124,972 S.F.)

40' TEMPORARY
CONSTRUCTION EASEMENT
2.869 ACRES
(124,959 S.F.)

VERLA SUE HOLLAND & MAURINE DICKEY
(TRACT 2, ABST. 158)
CALLED 216.801 ACRES
INST. NO. 19950218000110690

VIRGIL WHEEN MILLER
(TRACT 1, ABST. 158)
CALLED 115.9 ACRES
INST. NO. 20041228001841810



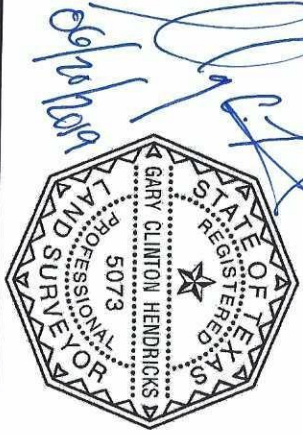
PARCEL NO. 3

CITY OF ANNA, TEXAS

VERLA SUE HOLLAND & MAURINE DICKEY
PERMANENT SANITARY SEWER EASEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900



- NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
 2. FIELD SURVEYS CONCLUDED ON 12/27/2018.
 3. A FIELD NOTE DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS EXHIBIT.

JUNE
2019

111 North Powell Parkway, Anna, TX 75409
Phone: 972-924-3325 www.annatexas.gov

THE CITY OF Anna

December 13, 2021,

DELIVERY METHOD Via: (US Postal Service
or Email Delivery)

RE: Right-of-Entry Request
City of Anna – East Fork Regional Sewer Line B / Parcel 3
Tract 2 HT Chenoweth Survey, Abstract 158

Dear Ms. Holland and Ms. Dickey,

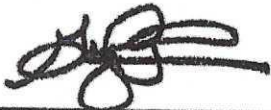
Alliance Geotechnical Group has been contracted by the City of Anna to provide Land Surveying services for the regional sewer extension south of FM455. The alignment may be located or adjacent to, or near your property. No changes have been made or will be made to current easements or alignments.

By means of this letter we are respectfully requesting Right-of-Entry access to your property to perform 1). topographic survey, 2). boundary survey, 3). site visit and visual inspection by staff, and 4). geotechnical sampling. No damage to your property will occur and we will make every effort to leave your property in the same condition as when we arrived. In our search for property corners, we may be required to dig small holes, but the ground will be replaced to its original condition. This is needed to finalized construction plans.

If you agree to allow access to your property for these purposes, please sign below and return one copy of this letter in the enclosed, self-addressed stamped envelope, by mail using the enclosed self-addressed stamped envelope, or email to gpeters@annatexas.gov. In addition, please add a specific contact name, phone number, and gate code if no personnel will be available. You may add specific issues or concerns you want us to address (e.g., animals on property, locked gates, etc.) below. If you have any questions, please feel free to contact me by email or by phone at (972)924-4510.

Respectfully,

City of Anna



Greg Peters, PE
Director of Public Works

Right-of-Entry allowed: Yes / No

Signature: Maurine Dickey

Signature: [Signature] 12/16/2021

Date: 12/14/21

Additional Comments:



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution to amend, restate, and replace the Development Agreement related to development and design regulations for multiple-family residence located at the northeast corner of Finley Boulevard and Florence Way otherwise known as Parmore-Anna. (Director of Development Services Ross Altobelli).

SUMMARY:

The applicant is requesting an amendment to the automatic termination provisions in Section 4 of the Original Agreement by changing the entity name from TDI Affordable Housing, LLC to Parmore Anna Holdings, LLC which is an entity of the Anna Housing Finance Corporation. The proposed amendments have been reviewed and approved to form by the City Attorney.

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. Resolution - DA (Parmore-Anna multi-family development)
2. Amended and Restated City Development Agreement - Parmore Anna - Seller Executed

APPROVALS:

Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 1/19/2022
Final Approval - 1/21/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

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

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

WHEREAS, Owner and the City entered into a Development Agreement effective as of September 28, 2021 (the “Original Agreement”); and

WHEREAS, Owner and the City desire to amend, restate and otherwise replace in its entirety the Original Agreement.

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 Amended and Restated Development Agreement with Anna Town Center Mixed Use, LLC, attached hereto as Exhibit A, and ratifies and approves the City Manager’s execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 25th day of January 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "**Agreement**") is entered effective as of January 25, 2022 ("**Effective Date**") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Anna Town Center Mixed Use, LLC ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 9.9± acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

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

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

WHEREAS, in the case of the Property being rezoned, the City and Property Owner entered into a Development Agreement dated effective as of September 28, 2021, copies of which are recorded in the Official Public Records of Collin County, Texas at Clerk's File Nos. 20211007002055570, 20211007002055580, and 20211007002055560 (the "**Original 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, City and Property Owner desire to enter into this Agreement to amend, restate and otherwise replace in its entirety the Original Agreement in the form of this restated Agreement, which includes an amendment to automatic termination provision in Section 4 of the Original Agreement; and

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

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

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

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy percent (70%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than

(30%) consisting of cementitious siding (Hardie products).

- B. Roofing materials of for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.
- C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- D. A covered entry area shall be designed at the main entry to each building.
- E. A minimum of 75% of all units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- F. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Articulation of building façade,
 - 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
 - 3) A horizontal change in building materials between stories of a building,
 - 4) Variation in building materials between vertical intervals,
 - 5) Variations in window placement,
 - 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
 - 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

SECTION 3. NOTICES.

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

To City:

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

To Property Owner:

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

To Subsequent Property Owner:

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

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of Property Owner and City; and/or (b) unilaterally by City upon default of the Property Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if (i) the City does not approve the rezoning of the Property to be zoned as Planned Development-Multiple-Family Residential - High Density (PD-MF-2), as set forth in Section 9.04 of the Anna City Code of Ordinances, ("Zoning Ordinance"); or (ii) if Property Owner does not transfer and convey the Property to TDI Affordable Housing, LLC, or Parmore Anna Holdings, LLC, or an affiliate of either (the "Subsequent Property Owner"), not later than one (1) year after the Effective Date. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

SECTION 5. DEFAULT.

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

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

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

- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this Section 5 unless there is a breach of any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

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

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives, including without limitation the Subsequent Property Owner and its successors, assigns and personal representatives. This Agreement will run with the land and be binding on all subsequent Property Owners and Developers including without limitation the Subsequent Property Owner.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

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

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

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

SECTION 8. RECORDATION.

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

Property to the Subsequent Property Owner and promptly provide a recorded copy to the City.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

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

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

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

SECTION 14. EFFECTIVE DATE.

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

[signature page follows]

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2022, appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas

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

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

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

By: _____
Adam Buczek, its Authorized Signer

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the 17th day of January, 2022, appeared Adam Buczek, 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 Authorized Signer of Skorburg Anna Town Center Mixed Use GP Corp. in its capacity as general partner of Skorburg Anna Town Center Mixed Use, Ltd., in its capacity of managing member of Anna Town Center Mixed Use, LLC.

Notary Public, State of Texas

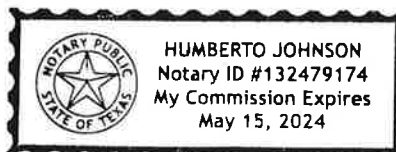


EXHIBIT "1"
PROPERTY DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

South 49°29'51" West, a distance of 32.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the eastern end of a right-of-way corner clip of said northwest right-of-way line of Finley Drive and the northeast right-of-way line of Florence Way (an 80-foot right-of-way);

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

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

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

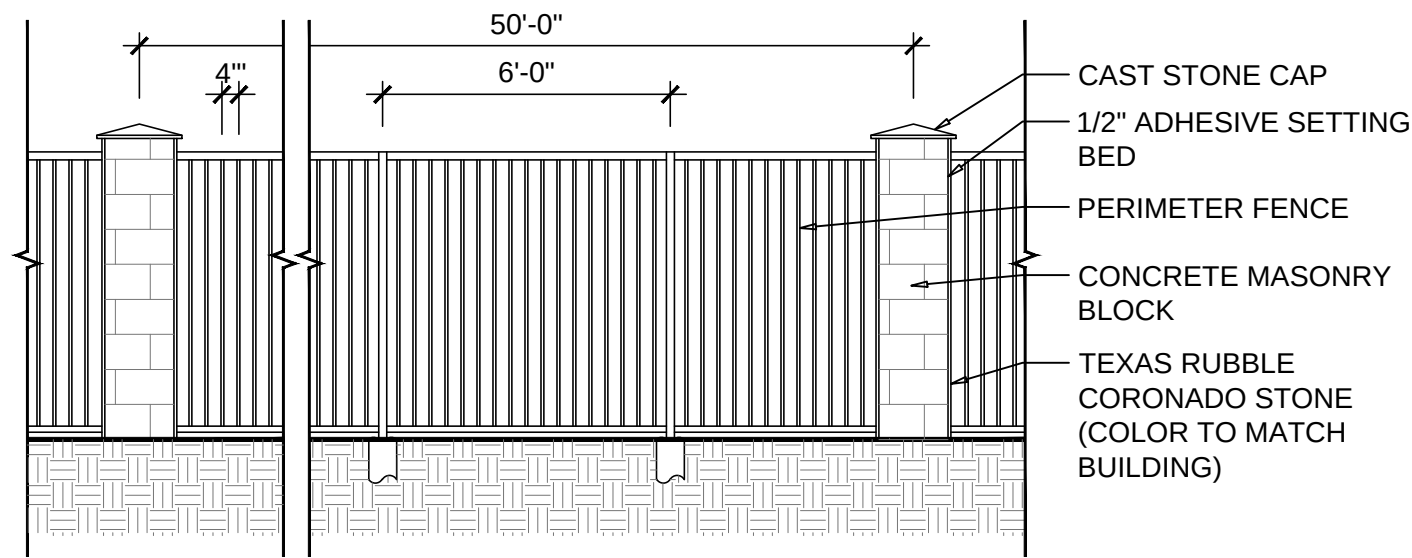
In a northwesterly direction, with said curve to the right, an arc distance of 238.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the south line of said Lot 1, Block 1

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

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

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

EXHIBIT "2"
CONCEPT PLAN



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

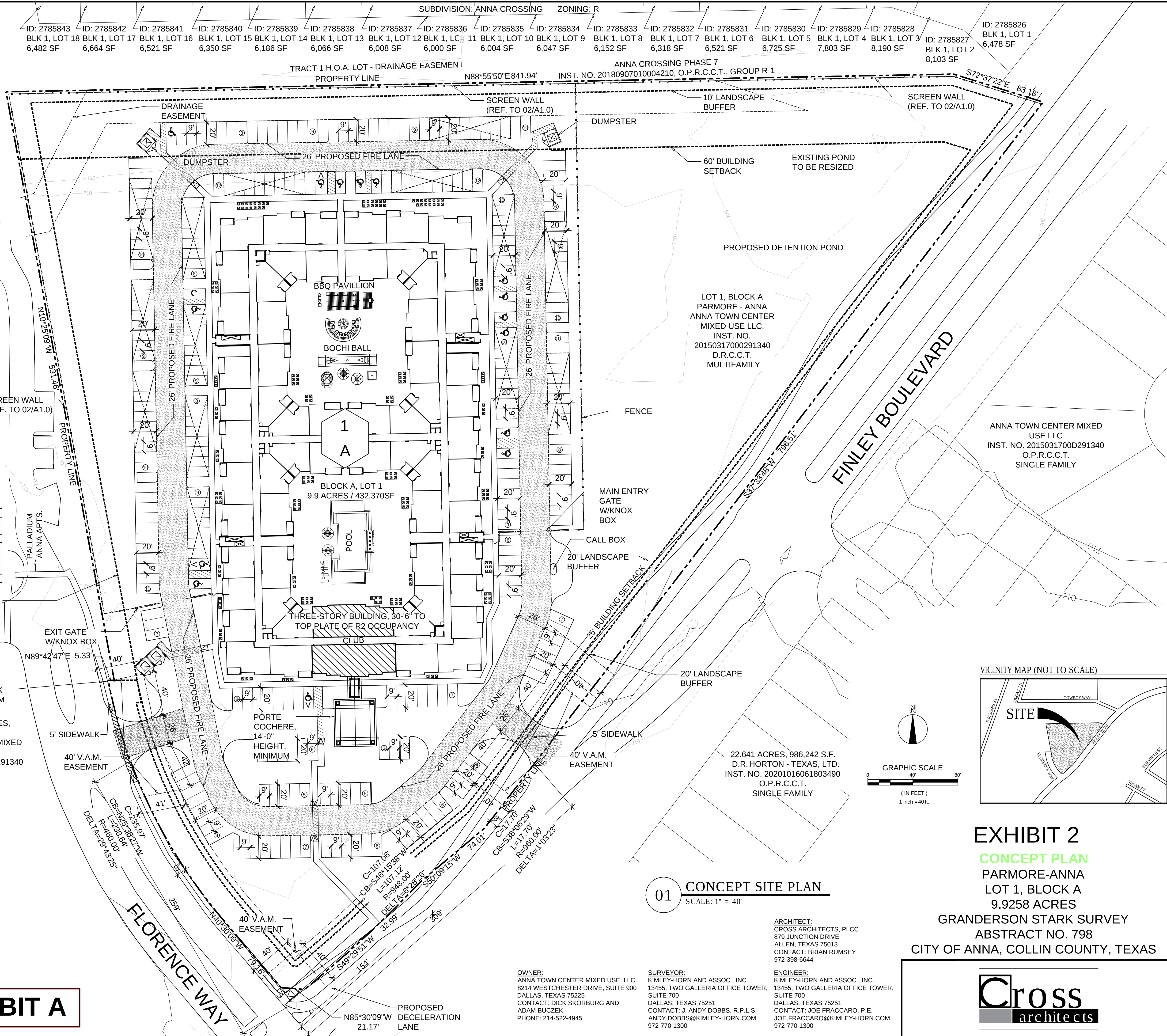
ANNA CROSSING
ADDITION - PHASE 11
INST. NO. 20180914010004340
O.P.R.C.C.T.
MULTIFAMILY

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

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

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

EXHIBIT A



01 CONCEPT SITE PLAN
SCALE: 1" = 40'

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

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

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

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





Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Annexation - Coyote Meadows (Director of Development Services Ross Altobelli)

1) Consider/Discuss/Action on a Resolution approving an Agreement regarding services including a plan for municipal services regarding 150.2± acres generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

2) Conduct a public hearing to consider public comments regarding annexation of 150.2± acres generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

3) Consider/Discuss/Action on an Ordinance annexing 150.2± acres generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

SUMMARY:

TFCC Coyote, LLC has submitted a petition to annex 150.2± acres of land located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

It is recommended that the City Council approve a resolution for an agreement regarding services and an ordinance regarding the request to annex the 150.2± acres of land located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

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. Resolution (Service Agreement) Coyote Meadows Annexation
2. Ordinance (Annexation) Coyote Meadows

3. Exhibit A - Legal Description
4. Exhibit B (Service Plan-Agreement) Coyote Meadows

APPROVALS:

Lauren Mecke, Planning Manager
Jim Proce, City Manager

Created/Initiated - 1/19/2022
Final Approval - 1/21/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CONDITIONAL AGREEMENT REGARDING SERVICES RELATED TO ANNEXATION OF A 150.2± ACRE TRACT OF LAND

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, on or about December 6, 2021, the respective owners submitted a written request to the City for annexation of a tract of land into the corporate limits of the City (the “Annexation Tract”); and

WHEREAS, the Annexation Tract is a combined 150.2 acres of land consisting of a 107.521 acre tract of land situated within the Gwynn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.'s 20211202002453240, 20211202002452310 and 20211203002458060 in Deed Records of Collin County, Texas, and a 42.728 acre tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of a tract (Tract Two) conveyed to TFCC Coyote, LLC, by deed recorded in DOC. No. 20211202002452680; and

WHEREAS, the Annexation Tract is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the owners of the Annexation Tract have executed a conditional written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 (the “Conditional Agreement”) and said agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the Conditional Agreement is conditioned on the City of Anna City Council (the “City Council”) adopting an ordinance annexing the Annexation Tract described above on or before the 25th day of January 2022 and if the City Council does not adopt such ordinance on or before said date then the Conditional Agreement shall be null and void in its entirety; and

WHEREAS, the City desires to adopt and enter into the Conditional Agreement; provided, however, that the Conditional Agreement shall not require the City Council to annex the Annexation Tract;

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

SECTION 1. The recitals set forth above are hereby incorporated in this resolution as if set forth in full for all purposes.

SECTION 2. The City Council hereby approves and enters into the Conditional Agreement and authorizes the City Manager to execute said agreement on behalf of the City.

SECTION 3. This resolution shall become effective immediately upon the date and time of its adoption and it is accordingly so resolved.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 25TH DAY OF JANUARY 2022.

CITY OF ANNA, TEXAS

NATE PIKE
MAYOR

ATTEST:

CARRIE L. LAND
CITY SECRETARY

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

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

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the City’s annexation of following described territory, to wit: a 107.521 acre tract of land situated within the Gwynn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.’s 20211202002453240, 20211202002452310 and 20211203002458060 in Deed Records of Collin County, Texas, and a 42.728 acre tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of a tract (Tract Two) conveyed to TFCC Coyote, LLC, by deed recorded in DOC. No. 20211202002452680; and

WHEREAS, the land being annexed under this ordinance (the “Annexation Tract”) is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the Annexation Tract is wholly located with the City’s extraterritorial jurisdiction; and

WHEREAS, on or about December 6, 2021, the respective owners of the Annexation Tract submitted a written request to the City for annexation of said tract into the corporate limits of the City and the City and said owners have entered into a written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 and said written agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the City timely published notice and held a public hearing on this annexation at a duly noticed public meeting in accordance with the laws of this state;

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

SECTION 1. The recitals set forth above are hereby incorporated in this ordinance as if set forth in full for all purposes.

SECTION 2. The Annexation Tract is hereby annexed into the corporate boundary limits of the City of Anna, Collin County, Texas, and that said corporate boundary limits of the City of Anna be and the same are hereby extended to include the above described territory within the corporate limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter as set forth be entitled to all the rights and privileges of other similarly situated citizens of the City of Anna and they shall be bound by the acts, ordinances, resolutions, regulations and all other legal acts of said city.

SECTION 3. The official map and boundaries of the City of Anna are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation and the City Manager is directed to take all actions necessary to make said changes to the official boundary map of the City.

SECTION 4. The City Secretary is hereby directed to file a certified copy of this ordinance and the amended official boundary map referenced in Section 3 with the with the County Clerk of Collin, Texas and the Texas Comptroller's Office.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

SECTION 6. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 7. This ordinance shall become effective immediately upon the date and time of its adoption and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 25TH DAY OF JANUARY 25, 2022.

CITY OF ANNA, TEXAS

NATE PIKE, MAYOR

ATTEST:

CARRIE L. LAND, CITY SECRETARY

METES AND BOUNDS DESCRIPTION

TRACT 1

Being a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559 and the Henry Brantley Survey, Abstract No. 71, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.'s 20211202002453240, 20211202002452310 and 20211203002458060 in Deed Records of Collin County, Texas, collectively being more particularly described as follows:

BEGINNING at the most southerly southeastern corner of said TFCC Coyote, LLC and the northeast corner of a tract of land conveyed to Ralph E. Graham, III and David J. Graham, by deed recorded in Document No. 20070413000503260, Deed Records of Collin County, Texas;

THENCE, N 88°05'51" W, 288.90 feet to the northwest corner of said Graham tract and lying in the east right-of-way line of T and O Railroad;

THENCE, N 00°46'23" E, 2167.43 feet along said T and O Railroad to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 07°55'44", a radius of 3044.23 feet, a chord of N 03°15'12" W - 420.94 feet, an arc length of 421.28 feet to the southwest corner of a tract of land conveyed to Wal-Mat, Inc., by deed recorded in Volume 5844, Page 1650, Deed Records of Collin County, Texas;

THENCE, S 89°20'00" E, 189.36 feet to the beginning of a tangent curve to the right;

THENCE around a tangent curve to the right having a central angle of 19°19'48", a radius of 930.00 feet, a chord of S 79°40'05" E - 312.27 feet, an arc length of 313.76 feet the southeast corner of said Wal-Mat tract;

THENCE, N 20°19'16" E, 130.00 feet to the south line of Block A of Sweetwater Crossing, an addition to the City of Anna, according to the plat recorded in Volume R, Page 197, Plat Records of Collin County, Texas;

THENCE, S 89°15'24" E, 558.34 feet to a point for corner;

THENCE, S 89°20'00" E, 381.91 feet to a point for corner;

THENCE, S 89°22'44" E, 478.62 feet to a point for corner;

THENCE, S 89°18'38" E, 402.24 feet to 1/2 inch iron rod found at the northeast corner of said TFCC Coyote, LLC tract and the common northwest corner of a tract of land conveyed to David and Nely Johnson Revocable Trust, by deed recorded in Document No. 20181126001443680, Deed Records of Collin County, Texas;

EXHIBIT A
PAGE 2 OF 3

THENCE, S 02°12'50" W, 867.04 feet to the southwest corner of said Johnson tract and the northwest corner of a tract of land conveyed to Mahavir Semwal and Vandana Semwal, by deed recorded in Document No. 20150629000780840, Deed Records of Collin County, Texas;

THENCE, S 01°57'36" W, 723.11 feet to a point at the northeast corner of a tract of land conveyed to Rodney Wayne Kanady, by deed recorded in Document No. 20170804001039210, Deed Records of Collin County, Texas;

THENCE, N 87°57'19" W, 188.81 feet to a point at the northwest corner of said Kanady tract;

THENCE, S 02°02'42" W, 578.10 to the southwest corner of said Kanady tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'11" W, 212.50 feet to the southeast corner of a tract of land conveyed to Richard Beazley, by deed recorded in Document No. 20170818001110510, Deed Records of Collin County, Texas;

THENCE, N 02°03'20" E, a distance of 465.60 feet to a 5/8 inch iron rod found at the northeast corner of said Beazley tract;

THENCE, S 89°09'51" W, 249.10 feet to a 5/8 inch iron rod found at the northwest corner of said Beazley tract;

THENCE, S 02°03'20" W, 467.15 feet to a 5/8 inch iron rod found at the southwest corner of said Beazley tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'05" W, 60.08 feet to a 5/8 inch iron rod found;

THENCE, N 02°03'20" E, 667.79 feet to a 5/8 inch iron rod found;

THENCE, S 89°09'51" W, 169.90 feet to the northwest corner of said Beazley tract;

THENCE, S 02°03'20" W, 667.71 feet to the north right-of-way line of Houston Street (variable width right-of-way);

THENCE, S 89°06'33" W, along said north right-of-way line of Houston Street a total distance of 759.84 feet to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 87°11'14", a radius of 362.75 feet, a chord of S 45°30'53" W - 500.26 feet, an arc length of 552.00 feet;

THENCE, S 01°55'50" W, 105.17 feet to the POINT OF BEGINNING with the subject tract containing 4,831,475 square feet or 110.915 acres of land.

EXHIBIT A

PAGE 3 OF 3

TRACT 2

BEING a tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of a tract (Tract Two) conveyed to TFCC Coyote, LLC, by deed recorded in DOC. No. 20211202002452680, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod found at the northwest corner of Villarreal Addition, an addition to the City of Anna, Collin County, Texas, according to the map or plat thereof recorded in Instrument No. 20080919010003360, Official Public Records of Collin County, Texas and lying in the south right-of-way line of Houston Street (variable width right-of-way) and being the northeast corner of the herein described tract of land;

THENCE, S 02°04'33" W, 1876.77 feet along the west line of said Villarreal Addition to a 3/8 inch iron rod found lying in the north line of a tract of land conveyed to MJLA Adams, Ltd., by deed recorded in Instrument No. 20110505000462590, Official Public Records of Collin County, Texas;

THENCE, N 88°29'18" W, passing at a distance of 772.76 feet the northeast corner of a tract of land conveyed to Ann J. Ashmore, by deed recorded in Volume 2398, Page 900, Deed Records of Collin County, Texas and continuing along said Ashmore tract a total distance of 1012.76 feet to the northwest corner of said Ashmore tract and lying in the east right-of-way line of E. Hackberry Lane (variable width right-of-way);

THENCE along said east right-of way line of E. Hackberry Lane, the following courses and distances:

N 02°08'33" E, 1581.50 feet;

N 19°06'33" E, 149.30 feet;

N 48°40'33" E, 130.50 feet;

THENCE, N 76°51'33" E, 135.10 feet along said south right-of-way line of Houston Street;

THENCE, N 89°11'33" E, 742.90 feet along said south right-of-way line of Houston Street to the POINT OF BEGINNING with the subject tract containing 1,861,237 square feet or 42.728 acres of land.

THE total subject tracts 1 and 2 containing 6,692,712 square feet or 153.643 acres of land.

EXHIBIT B

AGREEMENT REGARDING SERVICES

This Agreement Regarding Services (this “Agreement” or “Service Plan”) is entered into this 25th day of January, 2022 by and between TFCC Coyote LLC, and the City of Anna, Texas a home rule municipality.

SUBJECT PROPERTY

The real property that is the subject of this Service Plan is described as follows:

Coyote Meadows. 150.2 ± acres located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

AGREEMENT CONDITIONED ON ANNEXATION

This Agreement is conditioned on the City of Anna City Council adopting an ordinance annexing the Subject Property described above on or before the 25th day of January, 2022. If the City Council does not adopt such ordinance on or before said date then this Agreement shall be null and void in its entirety. Nothing in this Agreement shall require the City Council to annex the Subject Property.

POLICE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

FIRE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

EXHIBIT B

EMERGENCY MEDICAL SERVICES

On the effective date of annexation, the City of Anna, Texas, through its contract with Collin County or another service provider, will provide emergency medical services to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

SOLID WASTE COLLECTION

On the effective date of annexation, the City of Anna, Texas, through its contract with CARDS Dallas, Inc. or another service provider, will provide solid waste collection to residents and businesses in the newly annexed area (to the extent that the service provider has access to the area to be serviced) at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area. Such service will be provided in accordance with existing City policies and Ordinances, and only upon payment of any required deposits and the agreement to pay lawful service fees and charges for solid waste collection. Solid waste collection through a subscription with the City's solid waste franchisee is mandatory for City of Anna residents and businesses operating within the city limits unless provided for otherwise by ordinance.

WATER AND WASTEWATER FACILITIES

On the effective date of annexation, any and all water or wastewater facilities owned by the City of Anna, Texas at the time of annexation shall be maintained and operated by the City of Anna, Texas. Of such facilities, the City will maintain the main water transmission and wastewater collection lines. All water and wastewater service lines from the building to the easement or right-of-way line, shall be maintained by the property owner served by the service connection.

Residents and owners of property in newly annexed areas that are located within the City's water or wastewater CCN will be offered water and wastewater service in accordance with City policies and ordinances in existence at the time of annexation or as may be amended from time-to-time by the City Council. Generally, these ordinances state that the landowner or customer must bear the cost of construction of water and wastewater system facilities to a point where suitable connection to the existing system can be made and service to the customer can be provided. All water and wastewater facilities designed to connect to the City's existing system must be approved by the City and meet all City zoning, subdivision, and other development ordinances and requirements.

EXHIBIT B

ROADS AND STREETS

On the effective date of annexation, any and all existing public roads or streets in the newly annexed area which have been dedicated to Collin County, Texas or to the City of Anna, Texas, or which are owned by the City of Anna, Texas shall be maintained to the same degree and extent that other roads and streets are maintained in areas of the City with similar topography land use and population density. Specific maintenance activities are determined by available funding and the need for maintenance as determined by the City. The City is not obligated to maintain any portion of a private road or street. Any and all lighting of roads and streets which may be positioned in a public right of way, roadway or utility company easement shall be maintained by the applicable utility company servicing that area of the City of Anna, Texas pursuant to the rules regulations and fees of such utility.

An owner of land within the newly annexed area that desires to develop said property will be required pursuant to the ordinances of the City of Anna, Texas to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Anna, Texas.

PARKS PLAYGROUNDS AND SWIMMING POOLS OR ANY OTHER PUBLICLY OWNED FACILITY BUILDING OR SERVICE

The City Council of the City of Anna, Texas is not aware of the existence of any public parks, public playgrounds, public swimming pools, or any other publicly owned facility, building or service now located in the area proposed for annexation. In the event any such parks, playgrounds, swimming pools, or any other public facilities, buildings or services do exist and are public facilities, the City of Anna, Texas will maintain such areas upon annexation to the same extent and degree that it maintains public parks, public playgrounds, public swimming pools, other public facilities buildings or services and other similar areas of the City now incorporated in the City of Anna, Texas.

To the extent that it becomes necessary because of development demands population growth or a bona fide need, the City Council of the City of Anna, Texas will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

OTHER MUNICIPAL SERVICES

Following annexation by the City of Anna, Texas, the City will provide code enforcement, planning, and animal control services to the newly annexed area, to the extent such services are funded in the annual budget and provided by the City within its full-purpose boundaries. In addition, the City will provide other municipal services that the City may from time to time provide to other similarly situated areas within the City's corporate limits. The services referenced in this paragraph will be provided to the newly annexed area at

EXHIBIT B

the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

CONSTRUCTION OF CAPITAL IMPROVEMENTS

The City Council of the City of Anna, Texas finds and determines it may be necessary to acquire or construct specific capital improvements for the purposes of providing full municipal services to the newly annexed area. These capital improvements shall be constructed as part of the development of the property and may be eligible for impact fee reimbursement. Subject to the foregoing, the City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of service which exists in and is presently being administered to other areas already incorporated in the City of Anna, Texas with the same or similar topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Anna, Texas finds and determines that this Service Plan will not provide any fewer services and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process. Furthermore, the City Council of the City of Anna, Texas finds and determines that the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of Anna, Texas. Consequently because of the differing characteristics of topography, land use, and population density the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Anna, Texas. These differences are specifically dictated because of differing characteristics of the property. The City of Anna, Texas will undertake to perform consistent with this contract so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Anna, Texas who reside in areas of similar topography, land use and population density.

AMENDMENTS

This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

EXHIBIT B

Owner(s):

TFCC Coyote LLC
a Texas Limited Liability Company

By: TFCC Coyote LLC
a Texas Limited Liability Company
Its Authorized Agent

By: _____
Name: Daniel Satsky
Title: Authorized Agent

IN WITNESS WHEREOF:
STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____ as owner of _____.

Notary Public, State of Texas

City of Anna:

By: _____
Name: Jim Proce
Title: City Manager

IN WITNESS WHEREOF:
STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 25th day of January, 2022, by Jim Proce as representative of the City of Anna.

Notary Public, State of Texas



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning - Coyote Meadows (Director of Development Services Ross Altobelli)

1) Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 153.6± acres located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway. Currently zoned: Agricultural District (AG) and Extraterritorial Jurisdiction (ETJ). Applicant: TFCC Coyote, LLC.

2) Consider/Discuss/Action on a Resolution regarding the Coyote Meadows, Preliminary Plat.

SUMMARY:

REMARKS:

On October 26, 2021 the City Council approved the Coyote Meadows Development Agreement which established development regulations and standards for the 153.6± acres. The applicant is requesting to annex and establish zoning in conformance with the approved development agreement.

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

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

**Conformance with the City of Anna Strategic Plan and Comprehensive Plan
Anna Vision 2036**

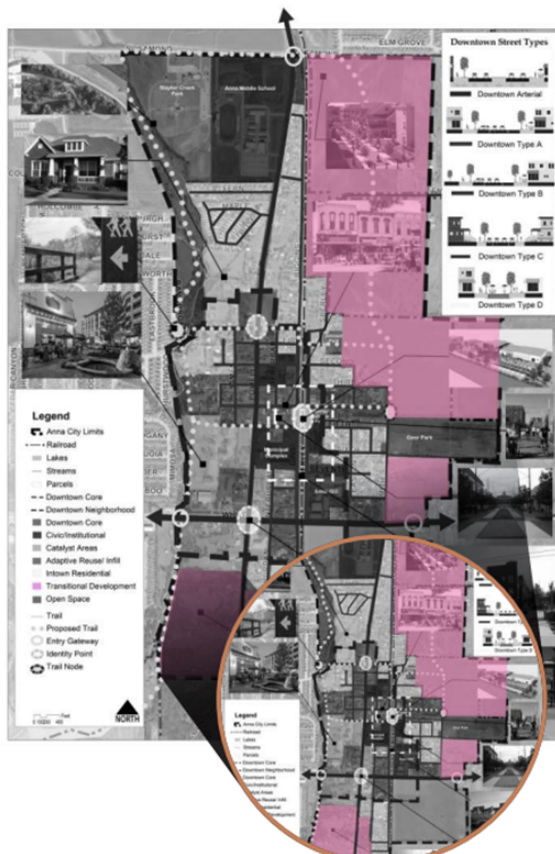
- a. Principle 3: Beautiful Community
 - i. Design standards and development agreements that promote beautiful and “enduring” buildings and commercial areas
 - ii. Preserved some natural areas/open space through the community
- b. Principle 5: Great Housing Opportunities

- i. Diverse housing choices for all family generations
- c. Principle 7: Fun Community for all
- ii. Connected trails linking Neighbors to parks and other community destinations

City of Anna Goals for 2026

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

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



SUMMARY:

The applicant has submitted an annexation and zoning petition to establish a planned development district to be located entirely within the city limits. The planned development will meet the design and development standards established with Res. No. 2021-10-1033 (Coyote Meadows Development Agreement).

The request is in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Comprehensive Plan, as well as Res. No. 2021-10-1033. For these reasons, staff is in support of the annexation and zoning request.

RECOMMENDATION:

Recommended for approval subject to the recommended restrictions identified within the January 3, 2022 Planning & Zoning Commission staff report.

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:

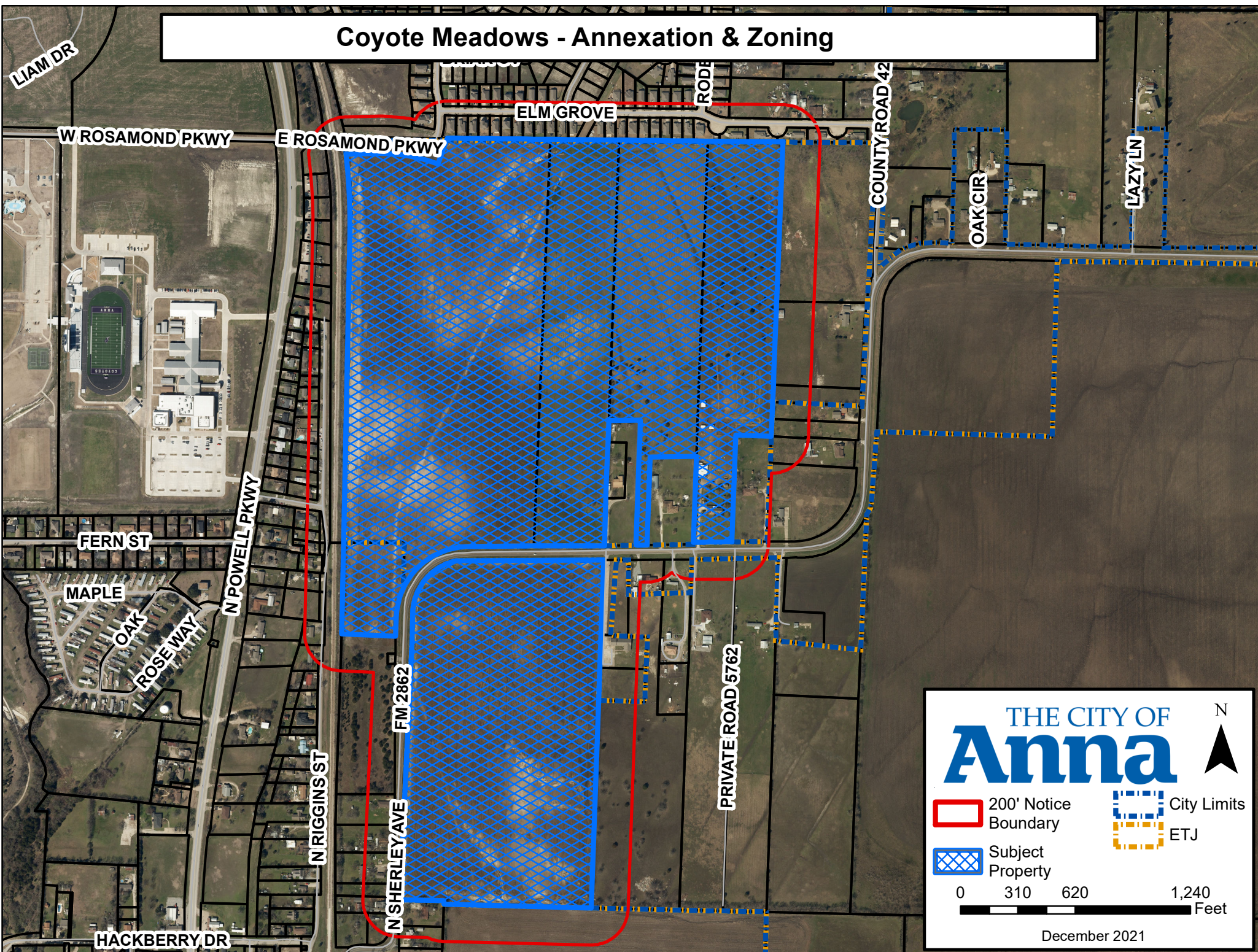
1. Coyote Meadows Location Map
2. PZ - STAFF REPORT (Annexation & ZC) Coyote Meadows
3. Ordinance & Exhibits - Coyote Meadows
4. Responses Coyote Meadows
5. PZ - STAFF REPORT (PP) Coyote Meadows Residential
6. RESOLUTION & EXHIBIT - PP Coyote Meadows

APPROVALS:

Lauren Mecke, Planning Manager
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022

Coyote Meadows - Annexation & Zoning



THE CITY OF
Anna

200' Notice Boundary

Subject Property

City Limits

ETJ

0 310 620 1,240 Feet

December 2021

CITY OF ANNA
Planning & Zoning Commission
January 3, 2022
Annexation & Zoning: Coyote Meadows
Applicant: TFCC Coyote, LLC

DESCRIPTION:

Request to annex 150.2± acres and establish zoning on 153.6± acres located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway.

The proposed zoning will be a planned development district that includes the following zoning districts with modified development standards; Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH).

The planned development zoning will be in conformance with Res. No. 2021-10-1033 (Coyote Meadows Development Agreement).

REMARKS:

On October 26, 2021 the City Council approved the Coyote Meadows Development Agreement which established development regulations and standards for the 153.6± acres. The applicant is requesting to annex and establish zoning in conformance with the approved development agreement.

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

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

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

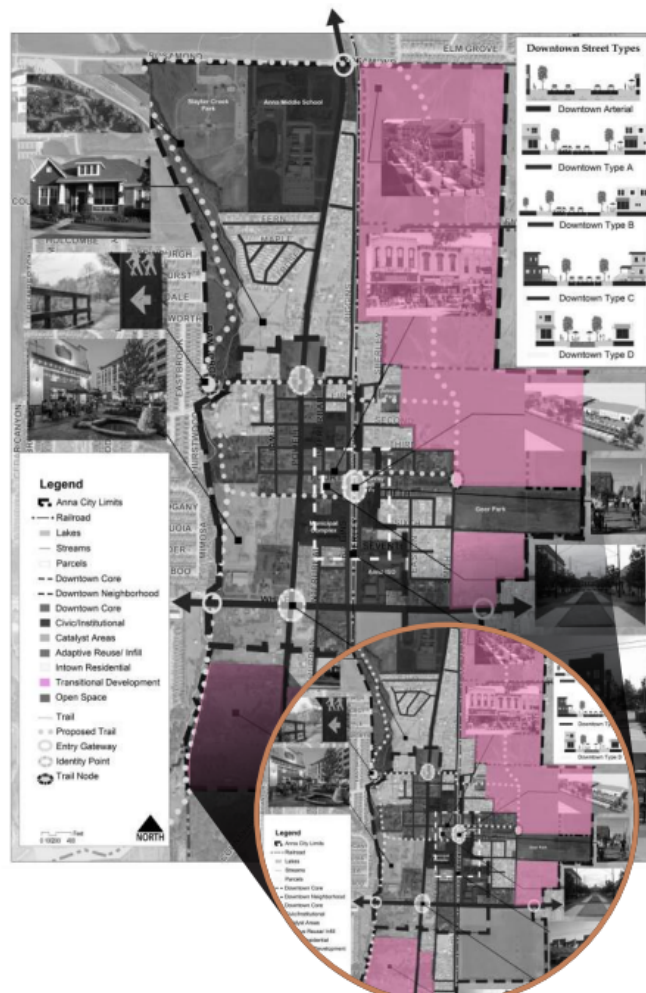
- a. Principle 3: Beautiful Community
 - i. Design standards and development agreements that promote beautiful and “enduring” buildings and commercial areas
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- i. Diverse housing choices for all family generations
- c. Principle 7: Fun Community for all
 - ii. Connected trails linking Neighbors to parks and other community destinations

City of Anna Goals for 2026

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

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



SUMMARY:

The applicant has submitted an annexation and zoning petition to establish a planned development district to be located entirely within the city limits. The planned development will meet the design and development standards established with Res. No. 2021-10-1033 (Coyote Meadows Development Agreement).

The request is in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Comprehensive Plan, as well as Res. No. 2021-10-1033. For these reasons, staff is in support of the annexation and zoning request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Preliminary Plat (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH) and the Planning and Development Regulations except as otherwise specified herein.

- I. **GENERAL TERMS** - Provisions that are either in addition to or differ from and supersede the Zoning Ordinance to the extent of any conflict.

1. Maximum number of lots:

- A. Maximum number of residential lots (combined total of SF-60, SF-Z and SF-TH, but not including common area or open space lots): 731 lots.
- B. Minimum number of SF-60 lots: 250 lots.
- C. Maximum number of SF-Z lots: 309 lots.
- D. Maximum number of SF-TH lots: 154 lots.

2. North of Houston Street, SF-TH lots shall be setback a minimum of 70 feet from the edge of the Dallas Area Rapid Transit (DART) rail line right-of-way. South of Houston Street, SF-TH lots shall be setback a minimum of 25 feet from the edge of the Dallas Area Rapid Transit (DART) rail line right-of-way.

3. Fencing: 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 HOA lots adjacent to major thoroughfares and/or lots adjacent to or facing the Dallas Area Rapid Transit (DART) rail line right-of-way, 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.
4. Private Amenities:
 - A. The open space/common area lots shall be provided in the general location shown on the preliminary plat and may be approved in phases per platting approval by the City Council. The City Council may approve variations to the location/layout, size and/or boundaries of the open space/common area lots as part of plat approval.
 - i. The linear open space/common area lots (minimum 10.3 acres in the aggregate) shall include landscaping, benches, trash receptacles, pet waste stations, and a trailhead with either a playground, pavilion, or similar gathering area serving residents of the subdivision. Such linear open space/common area shall have a maximum slope of 10% and shall be exclusive of street and alley rights-of-way, individually platted residential lots without open space easements, private yards and patios.
 - B. The location of the trail system shall be in general conformance with the Illustrative Layout included as part of Res. No. 2021-10-1033 (Coyote Meadows Development Agreement); provided, however, that the final locations of the trail system shall be determined at the time of platting approval by the City Council and may be approved in phases per platting approval by the City Council. The City Council may approve variations to the locations of the trail system as part of plat approval.
 - i. Primary trails (as generally shown on the Illustrative Layout and as may be modified as part of plat approval) shall be a minimum 10 feet.
 - ii. Secondary trails (as generally shown on the Illustrative Layout and as part of plat approval) shall be a minimum 5 feet.
 - C. For the development area south of Houston Street a pocket park with a minimum of 3.0 acres shall be provided in addition to the minimum 10.3 acre linear open space/common areas required pursuant to subsection I.4.A.i 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. Open space/common area lots shall be privately owned and maintained by a homeowners' association.
- F. The trail system shall be accessible and open to the general public. The remaining open space/common area lots and amenities located within such areas may be reserved for private use, at the property owner's discretion.

5. Infrastructure Improvements

- A. Within the area of development north of Houston Street and south of Rosamond Parkway, the north/south R.O.W. proposed along the eastern edge of the linear open space shall be a single load street as shown on the Illustrative Layout included as part of Res. No. 2021-10-1033 (Coyote Meadows Development Agreement).
- B. The City agrees to cooperate with the property owner or developer to facilitate the realignment of FM 2862 (Houston Street) and N. Sherley Avenue to allow a T intersection as shown on the Illustrative Layout.

- II. **DEVELOPMENT REGULATIONS** - For the purpose of this document deletions of certain Zoning Ordinance and Landscape Regulation provisions that are not applicable are indicated below in ~~striketrough~~ text and additions or changes (i.e., added or revised development standards that are in addition to or differ from the Zoning Ordinance) are indicated with underlined Green text.

ARTICLE 9.04 ZONING ORDINANCE

1. 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~~ 2,600 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.~~

2. Sec. 9.04.033 Special uses

(e) Patio homes. (Applies to the SF-Z lots only)

~~(1) Location on lot. Patio home developments shall be developed as a center load product with a minimum 5-foot side yard setback. zero lot line homes. One side yard shall be reduced to zero feet, while the other side yard shall be increased to a minimum of 10 feet. A minimum five-foot wide maintenance easement shall be placed on the adjacent lot to enable the property owner to maintain his house. Side yards and maintenance easements shall be placed on the subdivision plat. A minimum separation between patio homes of 10 feet shall be provided. The combined area of all structures shall not exceed 65% of the lot area.~~

~~(4) Side yard setback. The minimum side yard shall be zero five feet except that there shall be at least 10 feet of separation between structures. When patio homes are constructed with a zero side yard, five feet on the lot adjacent to the zero setback shall be dedicated as an access easement for the zero setback patio home. There shall be a minimum of 20 feet from any property line adjacent to a street.~~

~~(5) Lot frontage. The minimum frontage of any patio home shall be 25 feet on residential streets and 35 feet on collector and thoroughfare streets.~~

~~(6) Lot area. The minimum lot area for any development lot for patio homes shall be 2,800 4,800 feet.~~

~~(7) Maximum length of structures. No zero lot line structure shall have an overall length exceeding 250 feet.~~

~~(9) Parking. Two off-street spaces per dwelling unit plus 1/2 space per dwelling unit for visitor parking within 600 feet of each dwelling unit. The visitor parking requirements may be eliminated or reduced at the time of site plan or subdivision plat approval with a finding that there is adequate on-street parking for visitors.~~

~~(11) Usable open space requirements. Each parcel of land developed under patio home standards shall provide usable open space totaling 15% of the area of a patio home development. Such open space shall have a maximum slope of 10% and shall be exclusive of street and alley rights-of-way and/or easements, individually platted lots without open space easements, private yards and patios. The 15% shall be computed on the percentage of total platted area in a patio home subdivision, excluding right-of-way for major and secondary thoroughfares (as described in the current comprehensive plan). At the time of site plan and/or subdivision plat approval, the city council may give full or partial credit for open areas that exceed the maximum slope or which are otherwise unusable if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development.~~

3. Sec. 9.04.034 Supplementary district regulations

(e) Residential architectural standards.

(3) Garages for SF-60 lots only (this provision shall not apply to SF-Z or SF-TH lots).

On front entry garages the face of a garage may not: (i) be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; or (ii) be over 60% of the total frontage width of a house except where swing drives ("J" drives) are used. Porches or columns are not considered part of the front elevation of the primary living area.

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

(A) A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; 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.~~ The use of at least two different material types on the front elevation with a minimum of ten percent coverage of the non-primary material type. For example, the use of both brick and stone on the front elevation with a minimum of ten percent coverage of the non-primary element. The two different material types may be provided using different styles of siding (e.g., horizontal lap siding, board and batten siding, shake siding, and multiple width lap siding) that provide differentiation from the primary cladding for a minimum of ten percent coverage of the front elevation. For example, the use of both (i) shake, and (ii) board and batten siding, with a minimum of ten percent coverage of the non-primary siding style. If more than two different material types are provided with a minimum of ten percent coverage for at least two of the non-primary material types (e.g., for siding, provides differentiation from the primary cladding with at least two different siding styles), the exterior cladding may be counted to satisfy up to two of the four required façade articulation techniques.

(D) Front porch of at least 50 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) Picture framed windows.

(H) Front door made primarily with glass material.

(I) A farmhouse style garage door or use of hardware to enhance or augment the garage door.

(6) Masonry content.

(A) Masonry Content for SF-60 lots and SF-Z lots.

i. For at least twenty-five percent (25%) of the SF-60 lots and at least twenty-five percent (25%) of the SF-Z lots:

a. The exterior walls (excluding windows, doors, covered patios, and porches) on the front elevation and side elevations of single-family homes shall be 100 percent masonry below the highest plate line. The rear elevation does not have a minimum masonry percentage requirement.

ii. In addition to the homes that satisfy the requirements of subsection 6(A)(i) above, for at least twenty-five percent (25%) of the SF-60 lots and at least twenty-five percent (25%) of the SF-Z lots:

1) The exterior walls (excluding windows, doors, covered patios, and porches) on the front elevation of single-family homes shall be at least 50 percent masonry. The side and rear elevations do not have a minimum masonry percentage requirement. Side elevations facing public right-of-way or common areas shall provide at least two articulation techniques from the list in subsection 9.04.034(e)(4) (as modified in these Development Regulations).

iii. Architectural trim features such as dormers or gables shall not be subject to the masonry requirements. Therefore, these features shall not be counted as exterior wall surface when calculating the numerator or the denominator for the masonry requirement and may be located on any wall surface.

iv. For any single-family homes located on a SF-60 lot or a SF-Z lot that do not meet the requirements of either subsection 6(A)(i) or 6(A)(ii), the front elevation of those homes shall provide at least two different material types for the front elevation (with a minimum of ten percent

coverage of the non-primary material type) as one of its building articulation techniques per subsection 9.04.034(e)(4)(C) (as modified in these Development Regulations). The remaining elevations do not have any material requirements.

- v. Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- vi. Exceptions to the residential architectural standards in this subsection may only occur after application and review by the planning and zoning commission and approval by the city council by specific use permit.

(B) Masonry Content for SF-TH.

- i. The exterior walls (excluding windows and doors) on the front elevation of any residential building shall be at least 30 percent masonry, including all stories that make-up the front elevation. The remaining elevations do not have any masonry requirements. For purposes of this requirement, if multiple residential units are attached, they shall all be considered a part of the same *building* so that the 30 percent masonry percentage requirement is calculated based upon the front elevation of all units that are attached (and not on a unit-by-unit basis).
- ii. Architectural trim features such as dormers or gables shall not be subject to the masonry requirements. Therefore, these features shall not be counted as exterior wall surface when calculating the numerator or the denominator for the masonry requirement and may be located on any wall surface.
- iii. Second or third floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- iv. Exceptions to the residential architectural standards in this subsection may only occur after application and review by the planning and zoning commission and approval by the city council by specific use permit.

~~(A) — Except as noted below, the exterior walls (excluding windows and doors) on the first floor front elevation of any single-family home shall be 90 percent masonry and 80 percent on the second floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 80% masonry.~~

~~(B) — Except as noted below, the exterior walls (excluding windows and doors) on the front elevation of any multifamily structure shall be 100 percent masonry.~~

~~The total surface area of the remaining exterior walls (excluding windows and doors) shall be 90% masonry.~~

~~(C) — Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first floor front elevation vertical plane.~~

~~(D) — Residential masonry standards do not apply to the SF-1 district.~~

~~(E) — The masonry standards that apply to the front elevation of a single-family home as described in subsection (6)(A) above shall also apply to any exterior walls on a single-family home that are: (i) adjacent to and face a public street or right-of-way; or (ii) visible from and located immediately adjacent to a public park, reserved open space or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.~~

4. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below.

TABLE 1

	(SF-60)	(SF-Z)	(SF-TH)
Maximum Height (feet)	35'	35'	35'
Side Yard, Interior (feet)	(e) 5'	(a) 5'	(b)
Side Yard, Corner Lot, Street Side (feet)	15' <u>10'</u>	15' <u>10'</u>	15' <u>10'</u>
Rear Yard (feet)	25' <u>20'</u>	25' <u>20'</u>	25' <u>20'</u>
Front Yard (feet)	25' <u>20'</u>	20'	20'
Lot Area (feet)	6,000	4,500 4,800	2,700 <u>2,600</u> per unit
Min. Lot Width (feet)	50'	40'	25' <u>26'</u>
Min. Lot Depth (feet)	120'	100' <u>120'</u>	160' <u>100'</u>
Max. Lot Coverage (%)	45% <u>55%</u>	50% <u>55%</u>	60%
Building Size (square feet)	1,800 <u>1,500</u>	1,200	900 <u>1,200</u>
Min. Masonry (%)	80%	80%	80%

(b) 14-feet 10 feet between ends of buildings.

ARTICLE 9.06 LANDSCAPE REGULATIONS

1. Sec. 9.06.006 Minimum landscaping requirements

(d) Single-family and duplex lots and subdivisions.

(1) For all SF-60 and SF-Z lots ~~single-family and duplex parcels~~, builders shall be required to plant one ~~two~~ large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. ~~At least one of the trees shall be located in the front yard.~~ For all SF-TH lots, builders shall be required to plant a minimum of one large tree (minimum of three-inch caliper and seven feet height at time of planting) per every two units. Existing quality trees of at least three-inch caliper size located on an SF-60, SF-Z, or SF-TH lot shall count to meet this standard if appropriate tree protection measures have been followed.

(2) ~~Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, duplex, and town home lots. At least one of the trees must be placed in the front yard of the lot.~~ The following minimum standards apply:

Single-Family Residential - 60 (SF-60)	2 <u>1</u> trees
Single-Family Residential - Zero Lot Line (SF-Z)	2 <u>1</u> trees
Single-Family Residential- Town Home (SF-TH)	1 tree <u>every 2 units</u>

(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.

CITY OF ANNA, TEXAS

(Property zoned under this Planned Development ordinance is generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway)

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 TFCC Coyote, LLC on Property described in Exhibit 1 and Exhibit 2 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, the applicant has entered into a pre-annexation agreement for said Property (Resolution No. 2021-10-1033); and

WHEREAS, said Property generally located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway; and

WHEREAS, the applicant agreed to residential architectural standards in accordance with Exhibit B of Resolution No. 2021-10-1033; 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 Exhibit 2 and as depicted in the Preliminary Plat on the attached Exhibit 3.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality Single-Family Residence subdivision.

2. Definitions.

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

3. Development Standards.

a. General Terms

- i. Where there is a conflict between these Development Standards and the City’s Zoning Ordinance, these Development Standards shall control.
- ii. Maximum number of lots:
 - A. Maximum number of residential lots (combined total of SF-60, SF-Z, and SF-TH, but not including common area or open space lots): 731 lots
 - B. Maximum number of SF-60 lots: 250 lots
 - C. Maximum number of SF-Z lots: 309
 - D. Maximum number of SF-TH lots: 154 lots
- iii. North of Houston Street (FM 2862), SF-TH lots shall be setback a minimum of 70 feet from the edge of the Dallas Area Rapid Transit (DART) rail line right-of-way. South of Houston Street (FM 2862), SF-TH lots shall be setback a minimum of 25 feet from the edge of the Dallas Area Rapid Transit (DART) rail line right-of-way.
- iv. Fencing: 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 HOA lots adjacent to major thoroughfares and/or lots adjacent to or facing the Dallas Area Rapid Transit (DART) rail line right-of-way, 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.

v. Private Amenities:

- A. The open space/common area lots shall be provided in the general location shown on the Illustrative Layout (Resolution No. 2021-10-1033); provided, however, that the final locations of the open space/common area lots shall be determined at the time of Concept Plan approval by the City Council, and may be approved in phases per platting approval by the City Council. The City Council may approve variations to the location/layout, size and/or boundaries of the open space/common area lots as part of plat approval.
 - 1. The linear open space/common area lots (minimum 10.3 acres in the aggregate) shall include landscaping, benches, trash receptacles, pet waste stations, and a trailhead with either a playground, pavilion, or similar gathering area serving residents of the subdivision. Such linear open space/common area shall have a maximum slope of 10% and shall be exclusive of street and alley rights-of-way, individually platted residential lots without open space easements, private yards and patios.
- B. The location of the trail system shall be in general conformance with the Illustrative Layout (Resolution No. 2021-10-1033); provided, however, that the final locations of the trail system shall be determined at the time of Concept Plan approval by the City Council, and may be approved in phases per platting approval by the City Council. The City Council may approve variations to the locations of the trail system as part of plat approval.
 - 1. Primary trails (as generally shown on the Illustrative Layout (Resolution No. 2021-10-1033) and as may be modified in the Concept Plan or as part of plat approval) shall be a minimum 10 feet.
 - 2. Secondary trails (as generally shown on the Illustrative Layout (Resolution No. 2021-10-1033) and as may be modified in the Concept Plan or as part of plat approval) shall be a minimum 5 feet.
- C. For the development area south of Houston Street (FM 2862) a pocket park with a minimum of 3.0 acres shall be provided in addition to the minimum 10.3acre linear open space/common areas required pursuant to subsection 3(v)(A)(1) 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. Open space/common area lots shall be privately owned and maintained by a homeowners' association.
- F. The trail system shall be accessible and open to the general public. The remaining open space/common area lots and amenities located within such areas may be reserved for private use, at the property owner's discretion.

- b. 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 SF-60 Single-Family Residence District (SF-60), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), SF-TH Townhome District (SF-TH), and the Planning and Development Regulations except as otherwise specified herein.

(Deletions of certain Zoning Ordinance provisions that are not applicable are indicated below in ~~strikethrough~~ text)

ARTICLE 9.04 ZONING ORDINANCE

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 2,600 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.~~

- ~~(g)(h)~~ Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.033 Special uses

(e) Patio homes. (Applies to the SF-Z lots only)

- (1) Location on lot. Patio home developments shall be developed as a center load product with a minimum 5-foot side yard setback. The combined area of all structures shall not exceed 65% of the lot area.
- (2) Front yard setback. The minimum front yard shall be 15 feet, provided that in no case shall a garage or carport fronting onto a street be less than 20 feet from the property line adjacent to the street. The front yard setback may be staggered, varied, or reduced to a minimum setback of 10 feet for lots facing cul-de-sac or loop streets not exceeding 400 feet in length, with the approval of a site plan or subdivision plat. Under this provision the maximum setback shall be 25 feet. A minimum lot depth of 65 feet, as measured from front building line to rear lot line, shall be maintained.

- (3) Rear yard setback. The minimum rear yard shall be five feet for a single-story structure and 15 feet for any two-story structure. If access is from an alley, the minimum setback will be 20 feet for garages or carports.
- (4) Side yard setback. The minimum side yard shall be five feet.
- ~~(5) Lot frontage. The minimum frontage of any patio home shall be 25 feet on residential streets and 35 feet on collector and thoroughfare streets.~~
- (5)(6) Lot area. The minimum lot area for any development lot for patio homes shall be 4,800 feet.
- ~~(7) Maximum length of structures. No zero lot line structure shall have an overall length exceeding 250 feet.~~
- (6)(8) Maximum height of structures. No structure shall exceed two stories or 35 feet in height.
- (7)(9) Parking. Two off-street spaces per dwelling unit plus 1/2 space per dwelling unit for visitor parking within 600 feet of each dwelling unit. The visitor parking requirements may be eliminated or reduced at the time of site plan or subdivision plat approval with a finding that there is adequate on-street parking for visitors.
- (8)(10) Common area maintenance. To insure the long-term maintenance of common land and facilities in patio home developments, the following shall be required:
 - (A) Plats and site plans shall be approved subject to the submission of a legal instrument setting forth a plan or manner of permanent care and maintenance of open spaces, recreational areas and other communally owned facilities. No such instrument shall be acceptable until approved by the city attorney as to legal form and effect. A homeowners' association (HOA) is the most widely accepted technique for managing commonly owned property. Such association shall provide proof of incorporation prior to issuance of a construction permit.
 - (B) The HOA or other similar management entity shall be organized as a nonprofit corporation with automatic membership in the management entity when property is purchased. This shall be specified in the covenants which run with the land and which bind all subsequent owners. Covenants for maintenance assessments shall also run with the land. Included in the maintenance covenants shall be procedures for changing them at stated intervals. Deeds shall also reference the rights and responsibilities of property owners to the management entity. The management entity shall also be responsible for liability insurance, local taxes, and the maintenance of all commonly held facilities through the use of a pro-rata formula for all property owners.

~~(11) Usable open space requirements. Each parcel of land developed under patio home standards shall provide usable open space totaling 15% of the area of a patio home development. Such open space shall have a maximum slope of 10% and shall be exclusive of street and alley rights of way and/or easements, individually platted lots without open space easements, private yards and patios. The 15% shall be computed on the percentage of total platted area in a patio home subdivision, excluding right of way for major and secondary thoroughfares (as described in the current comprehensive plan). At the time of site plan and/or subdivision plat approval, the city council may give full or partial credit for open areas that exceed the maximum slope or which are otherwise unusable if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development.~~

(9)(12) ~~Additional landscaping.~~ In addition to any required landscaping for common areas, the front yard and parkway areas shall be landscaped and permanently maintained.

APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below.

TABLE 1

	(SF-60)	(SF-Z)	(SF-TH)
Maximum Height (feet)	35'	35'	35'
Side Yard, Interior (feet)	(c) 5'	(a) 5'	(b)
Side Yard, Corner Lot, Street Side (feet)	45' 10'	45' 10'	45' 10'
Rear Yard (feet)	25' 20'	25' 20'	25' 20'
Front Yard (feet)	25' 20'	20'	20'
Lot Area (feet)	6,000	4,500 4,800	2,700 2,600 per unit
Min. Lot Width (feet)	50'	40'	25' 26'
Min. Lot Depth (feet)	120'	400' 120'	460' 100'
Max. Lot Coverage (%)	45% 55%	50% 55%	60%
Building Size (square feet)	1,800 1,500	1,200	900 1,200
Min. Masonry (%)	80%	80%	80%

(b) 10 feet between ends of buildings.

ARTICLE 9.06 LANDSCAPE REGULATIONS

Sec. 9.06.006 Minimum landscaping requirements

(d) Single-family and duplex lots and subdivisions.

(1) For all SF-60 and SF-Z lots, builders shall be required to plant one large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. For all SF-TH lots, builders shall be required to plant a minimum of one large tree (minimum of three-inch caliper and seven feet height at time of planting) per every two units. Existing quality trees of at least three-inch caliper size located on an SF-60, SF-Z, or SF-TH lot shall count to meet this standard if appropriate tree protection measures have been followed.

(2) Requirements for single-family residential lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential and town home lots. ~~At least one of the trees must be placed in the front yard of the lot.~~ The following minimum standards apply:

Single-Family Residential - 60 (SF-60)	1 tree
Single-Family Residential - Zero Lot Line (SF-Z)	1 tree
Single-Family Residential- Town Home (SF-TH)	1 tree every 2 units

(3) For all residential 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 street frontage for major thoroughfares. Trees may be grouped or clustered to facilitate site design.

(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.

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 25th day of January 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

METES AND BOUNDS DESCRIPTION

TRACT 1

Being a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559 and the Henry Brantley Survey, Abstract No. 71, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.'s 20211202002453240, 20211202002452310 and 20211203002458060 in Deed Records of Collin County, Texas, collectively being more particularly described as follows:

BEGINNING at the most southerly southeastern corner of said TFCC Coyote, LLC and the northeast corner of a tract of land conveyed to Ralph E. Graham, III and David J. Graham, by deed recorded in Document No. 20070413000503260, Deed Records of Collin County, Texas;

THENCE, N 88°05'51" W, 288.90 feet to the northwest corner of said Graham tract and lying in the east right-of-way line of T and O Railroad;

THENCE, N 00°46'23" E, 2167.43 feet along said T and O Railroad to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 07°55'44", a radius of 3044.23 feet, a chord of N 03°15'12" W - 420.94 feet, an arc length of 421.28 feet to the southwest corner of a tract of land conveyed to Wal-Mat, Inc., by deed recorded in Volume 5844, Page 1650, Deed Records of Collin County, Texas;

THENCE, S 89°20'00" E, 189.36 feet to the beginning of a tangent curve to the right;

THENCE around a tangent curve to the right having a central angle of 19°19'48", a radius of 930.00 feet, a chord of S 79°40'05" E - 312.27 feet, an arc length of 313.76 feet the southeast corner of said Wal-Mat tract;

THENCE, N 20°19'16" E, 130.00 feet to the south line of Block A of Sweetwater Crossing, an addition to the City of Anna, according to the plat recorded in Volume R, Page 197, Plat Records of Collin County, Texas;

THENCE, S 89°15'24" E, 558.34 feet to a point for corner;

THENCE, S 89°20'00" E, 381.91 feet to a point for corner;

THENCE, S 89°22'44" E, 478.62 feet to a point for corner;

THENCE, S 89°18'38" E, 402.24 feet to 1/2 inch iron rod found at the northeast corner of said TFCC Coyote, LLC tract and the common northwest corner of a tract of land conveyed to David and Nely Johnson Revocable Trust, by deed recorded in Document No. 20181126001443680, Deed Records of Collin County, Texas;

THENCE, S 02°12'50" W, 867.04 feet to the southwest corner of said Johnson tract and the northwest corner of a tract of land conveyed to Mahavir Semwal and Vandana Semwal, by deed recorded in Document No. 20150629000780840, Deed Records of Collin County, Texas;

THENCE, S 01°57'36" W, 723.11 feet to a point at the northeast corner of a tract of land conveyed to Rodney Wayne Kanady, by deed recorded in Document No. 20170804001039210, Deed Records of Collin County, Texas;

THENCE, N 87°57'19" W, 188.81 feet to a point at the northwest corner of said Kanady tract;

THENCE, S 02°02'42" W, 578.10 to the southwest corner of said Kanady tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'11" W, 212.50 feet to the southeast corner of a tract of land conveyed to Richard Beazley, by deed recorded in Document No. 20170818001110510, Deed Records of Collin County, Texas;

THENCE, N 02°03'20" E, a distance of 465.60 feet to a 5/8 inch iron rod found at the northeast corner of said Beazley tract;

THENCE, S 89°09'51" W, 249.10 feet to a 5/8 inch iron rod found at the northwest corner of said Beazley tract;

THENCE, S 02°03'20" W, 467.15 feet to a 5/8 inch iron rod found at the southwest corner of said Beazley tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'05" W, 60.08 feet to a 5/8 inch iron rod found;

THENCE, N 02°03'20" E, 667.79 feet to a 5/8 inch iron rod found;

THENCE, S 89°09'51" W, 169.90 feet to the northwest corner of said Beazley tract;

THENCE, S 02°03'20" W, 667.71 feet to the north right-of-way line of Houston Street (variable width right-of-way);

THENCE, S 89°06'33" W, along said north right-of-way line of Houston Street a total distance of 759.84 feet to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 87°11'14", a radius of 362.75 feet, a chord of S 45°30'53" W - 500.26 feet, an arc length of 552.00 feet;

THENCE, S 01°55'50" W, 105.17 feet to the POINT OF BEGINNING with the subject tract containing 4,831,475 square feet or 110.915 acres of land.

TRACT 2

BEING a tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of a tract (Tract Two) conveyed to TFCC Coyote, LLC, by deed recorded in DOC. No. 20211202002452680, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod found at the northwest corner of Villarreal Addition, an addition to the City of Anna, Collin County, Texas, according to the map or plat thereof recorded in Instrument No. 20080919010003360, Official Public Records of Collin County, Texas and lying in the south right-of-way line of Houston Street (variable width right-of-way) and being the northeast corner of the herein described tract of land;

THENCE, S 02°04'33" W, 1876.77 feet along the west line of said Villarreal Addition to a 3/8 inch iron rod found lying in the north line of a tract of land conveyed to MJLA Adams, Ltd., by deed recorded in Instrument No. 20110505000462590, Official Public Records of Collin County, Texas;

THENCE, N 88°29'18" W, passing at a distance of 772.76 feet the northeast corner of a tract of land conveyed to Ann J. Ashmore, by deed recorded in Volume 2398, Page 900, Deed Records of Collin County, Texas and continuing along said Ashmore tract a total distance of 1012.76 feet to the northwest corner of said Ashmore tract and lying in the east right-of-way line of E. Hackberry Lane (variable width right-of-way);

THENCE along said east right-of way line of E. Hackberry Lane, the following courses and distances:

N 02°08'33" E, 1581.50 feet;

N 19°06'33" E, 149.30 feet;

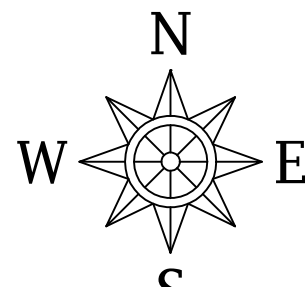
N 48°40'33" E, 130.50 feet;

THENCE, N 76°51'33" E, 135.10 feet along said south right-of-way line of Houston Street;

THENCE, N 89°11'33" E, 742.90 feet along said south right-of-way line of Houston Street to the POINT OF BEGINNING with the subject tract containing 1,861,237 square feet or 42.728 acres of land.

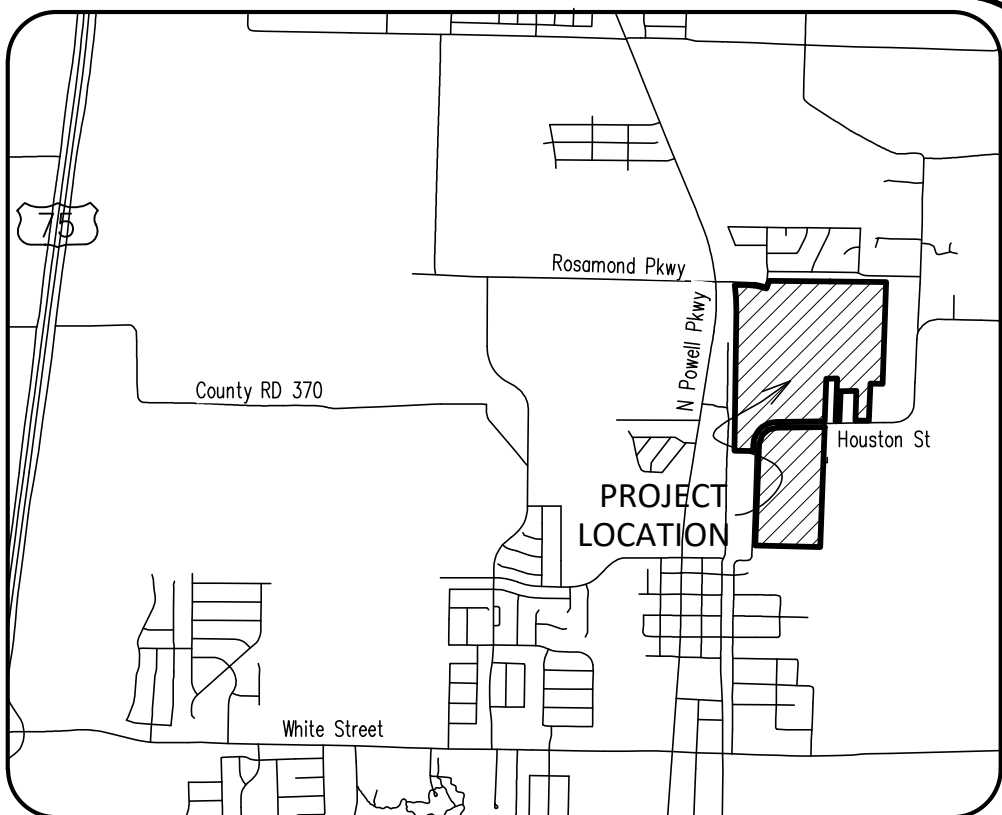
THE total subject tracts 1 and 2 containing 6,692,712 square feet or 153.643 acres of land.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]



0 50 100 200
1 inch = 100 ft.

Basis of bearing derived from
the State Plane Coordinate
System, Texas North Central
Zone 4202, North American
Datum of 1983, (2011).



LOCATION MAP
Not To Scale

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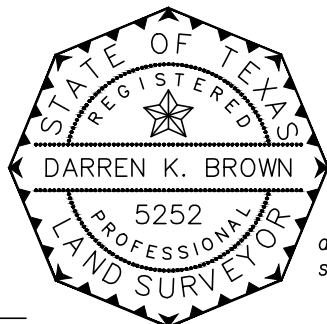
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THE total subject tracts 1 and 2 containing 6,692,712 square feet or 153.643 acres of land.



darren.brown@spiaresengineering.com

ZONING EXHIBIT

COYOTE MEADOWS

153.643 GROSS ACRES OUT OF THE
GUINN MORRISON-ABSTRACT NO. 559 AND
HENRY BRANTLEY SURVEY-ABSTRACT NO. 71
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER
TFCC Coyote, LLC
22 St. Clair Avenue East
Suite 200
Toronto, ON, Canada M6B1R5
Telephone (416) 792-4708
Contact: Seth Greenspan, VP

DEVELOPER / APPLICANT
Starlight Homes Texas, LLC
1800 Valley View Lane, Suite 100
Farmers Branch, TX 75234
Telephone (214) 616-6887
Contact: Daniel Satsky

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Matt Dorsett

Scale: 1" = 100' December 15, 2021 SEI Job No. 21-123

SHEET 2 OF 2

30' Water Line Esmt. to
Texoma Utility Authority
Inst. No. 20060720001021020 &
Inst. No. 20060720001021030
OPRCCT

50' Temporary Construction Esmt. to
Texoma Utility Authority
Inst. No. 20060720001021020 &
Inst. No. 20060720001021030
OPRCCT

RALPH E. GRAHAM, III
AND DAVID J. GRAHAM
Doc. No. 20070413000503260 DRCCCT

WILLIAM TOMMY CHESSER, JR.
AND MARLA DENISE PINKSTON
Inst. No. 20140228000186680 ORCCT

BRUCE WAYNE NIXON
Vol. 5382 Pg. 3732 DRCCCT

ANN ALLISON DECEDENT'S
Inst. No. 20190509000518060 ORCCT

WM. T. ASHMORE
Vol. 3210 Pg. 489 DRCCCT

RANDY J. ROLLINS
Vol. 904, Pg. 779 DRCCCT

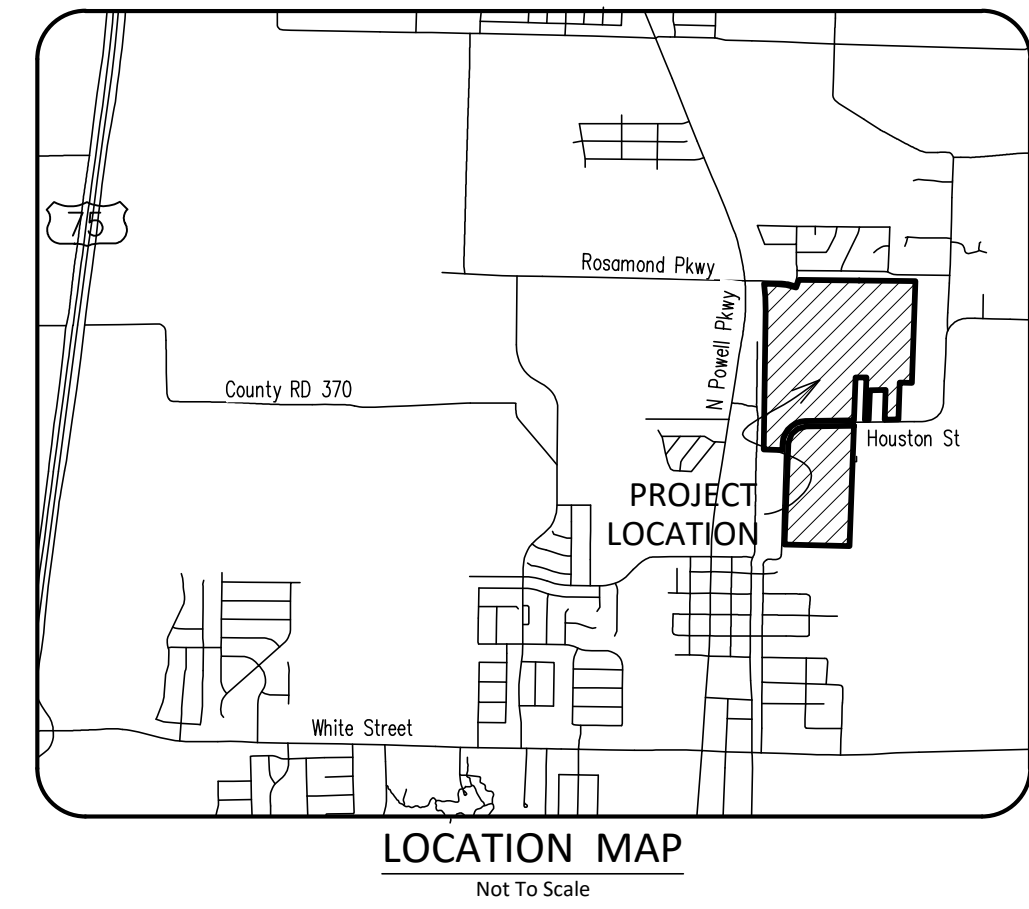
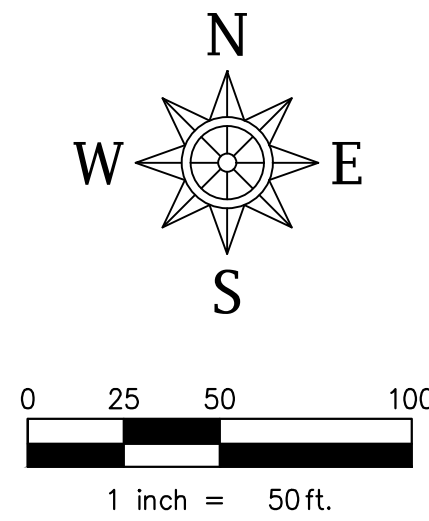
ANN J. ASHMORE
Vol. 2398, Pg. 900 DRCCCT

MJLA ADAMS, LTD.
Inst. No. 20110505000462590 DRCCCT

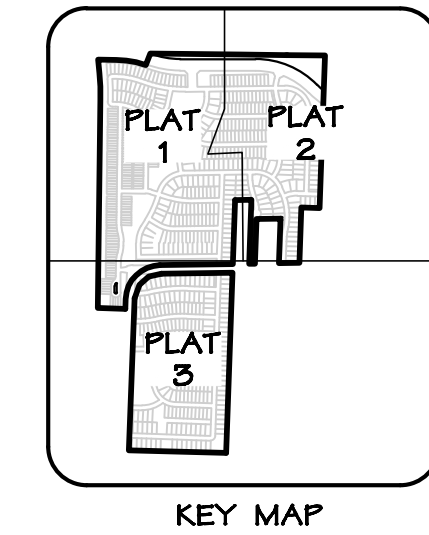
GUINN MORRISON SURVEY
ABSTRACT NO. 559

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
■	POWER POLE
⊗	SAN. SEWER MANHOLE
⊗	STORM SEWER MANHOLE
⊗	LIGHT POLE/STANDARD
+	GUY WIRE ANCHOR
+	SIGNPOST
⊕	FIRE HYDRANT
●	GAS MARKER
FOC	FIBEROPTIC CABLE MARKER
EM	ELECTRIC METER
⊕	IRRIGATION CONTROL VALVE
⊕	WATER VALVE
⊕	WATER METER
SSGO	SANITARY SEWER CLEANOUT
—O—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT
MH	Manhole
SS	Sanitary Sewer

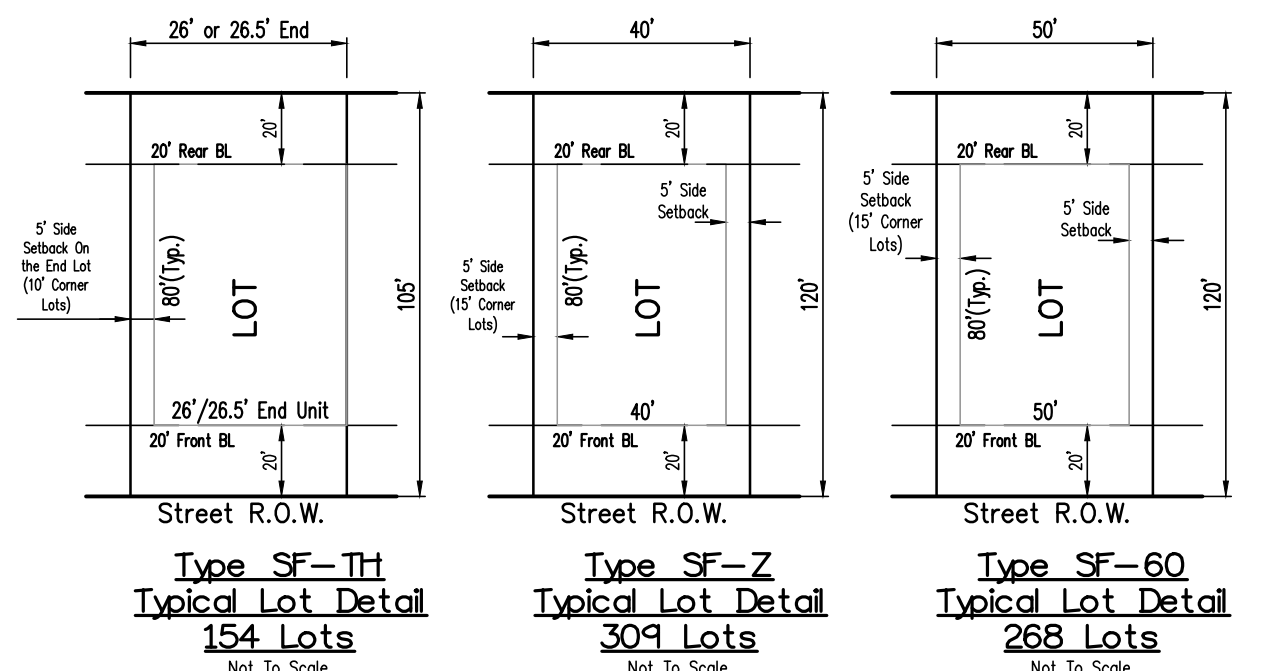




- NOTES:
1. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
 2. Bearings are based on the State Plan Coordinate System, Texas North Central Zone (4202), north American Datum of 1983 (NAD'83).
 3. All development will comply with City of Anna Requirements.
 4. All open space/common areas to be owned and maintained by the H.O.A.
 5. This plat is subject to the additional residential zoning standards outlined in the City Ordinance and PD Ordinance No. XXX dated XXXX.
 6. There is no 100 year FEMA Flood Plain on site, as reflected by Flood Insurance Rate Map Panel (FIRM) Map Nos. 48085C0160J dated June 2, 2009 prepared by the Federal Emergency Management Agency (FEMA) for Collin County, TX.
 7. Screening and retaining walls located within a wall maintenance easement to be owned and maintained by the H.O.A.
 8. Blk. A, Lots 93X & 94X; Blk. B, Lot 16X; Blk. D, Lot 56X; Blk. E, Lot 17X; Blk. H, Lot 18X; Blk. M, Lot 12X; Blk. T, Lot 36X; Blk. U, Lot 34X; Blk. W, Lot 31X; Blk. X, Lots 26X & 27X; and Blk. Z, Lot 1X will grant access to owners for fence maintenance by this plat.



LEGEND	
(Not all items may be applicable)	
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSENG" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT FOUND
Esmt.	EASEMENT
UHL	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
VAM	25'x25' VISIBILITY, SIDEWALK, ACCESS & MAINTENANCE EASEMENT
STE	STREET EASEMENT
FALE	FIRELANE, ACCESS, & UTILITY EASEMENT
WW	WASTE WATER EASEMENT - DEDICATED TO THE H.O.A.
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(RIP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
◆	CENTERLINE
▲	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
NIS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
(DRCC)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PRCC)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCC)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



APPROVED
JANUARY 26, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
COYOTE MEADOWS
731 SINGLE-FAMILY LOTS AND
26 COMMON AREA LOTS
153.643 GROSS ACRES
OUT OF THE
GUINN MORRISON-ABSTRACT NO. 559 AND
HENRY BRANTLEY SURVEY-ABSTRACT NO. 71
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

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Suite 200
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Telephone (416) 792-4708
Contact: Seth Greenspan, VP

DEVELOPER / APPLICANT
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Farmers Branch, TX 75234
Telephone: (972) 422-0077
Contact: Daniel Satsky

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Matt Dorsett

Scale: 1" = 100' December 8, 2021 SEI Job No. 21-123

SEE SHEET 3

30" Water Line Emt. to
Texoma Utility Authority
Inst. No. 20060720001021020,
Inst. No. 20060720001021030 &
Inst. No. 2006071300067430
OPRCT
Associate Temporary Construction
Easement Was Abandoned With
Completion of Improvements

RALPH E. GRAHAM, III
AND DAVID J. GRAHAM
Doc. No. 2007041300053280 OPRCT

WILLIAM TOMMY CHESSER, JR.
AND MARLA DENISE PINKSTON
Inst. No. 2014022200080680 OPRCT

BRUCE WAYNE NIXON
Vol. 5392 Pg. 3732 OPRCT

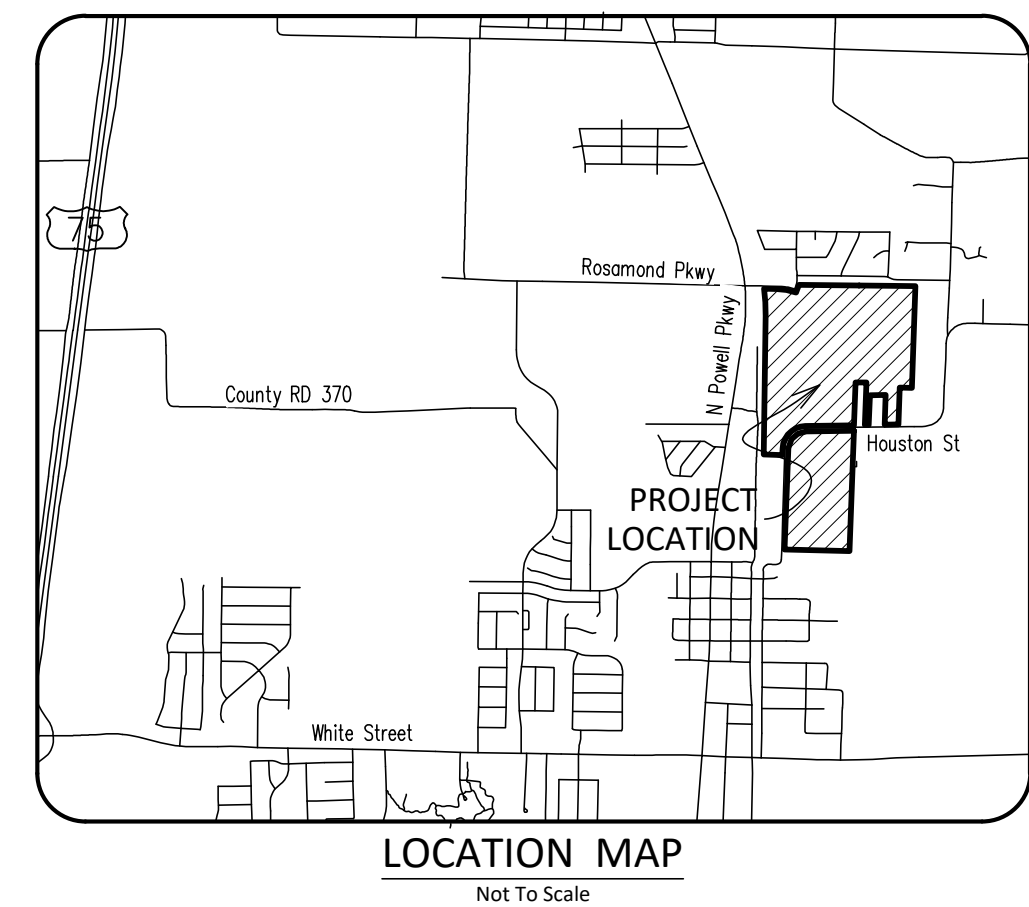
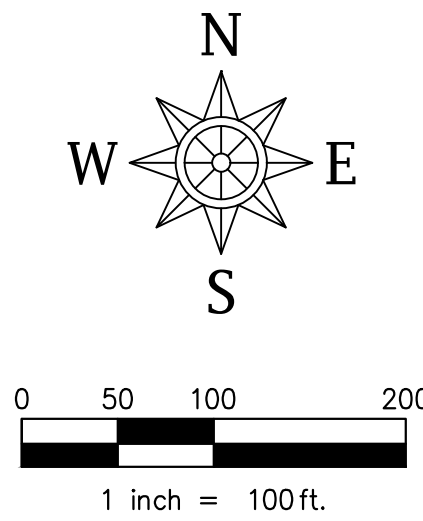
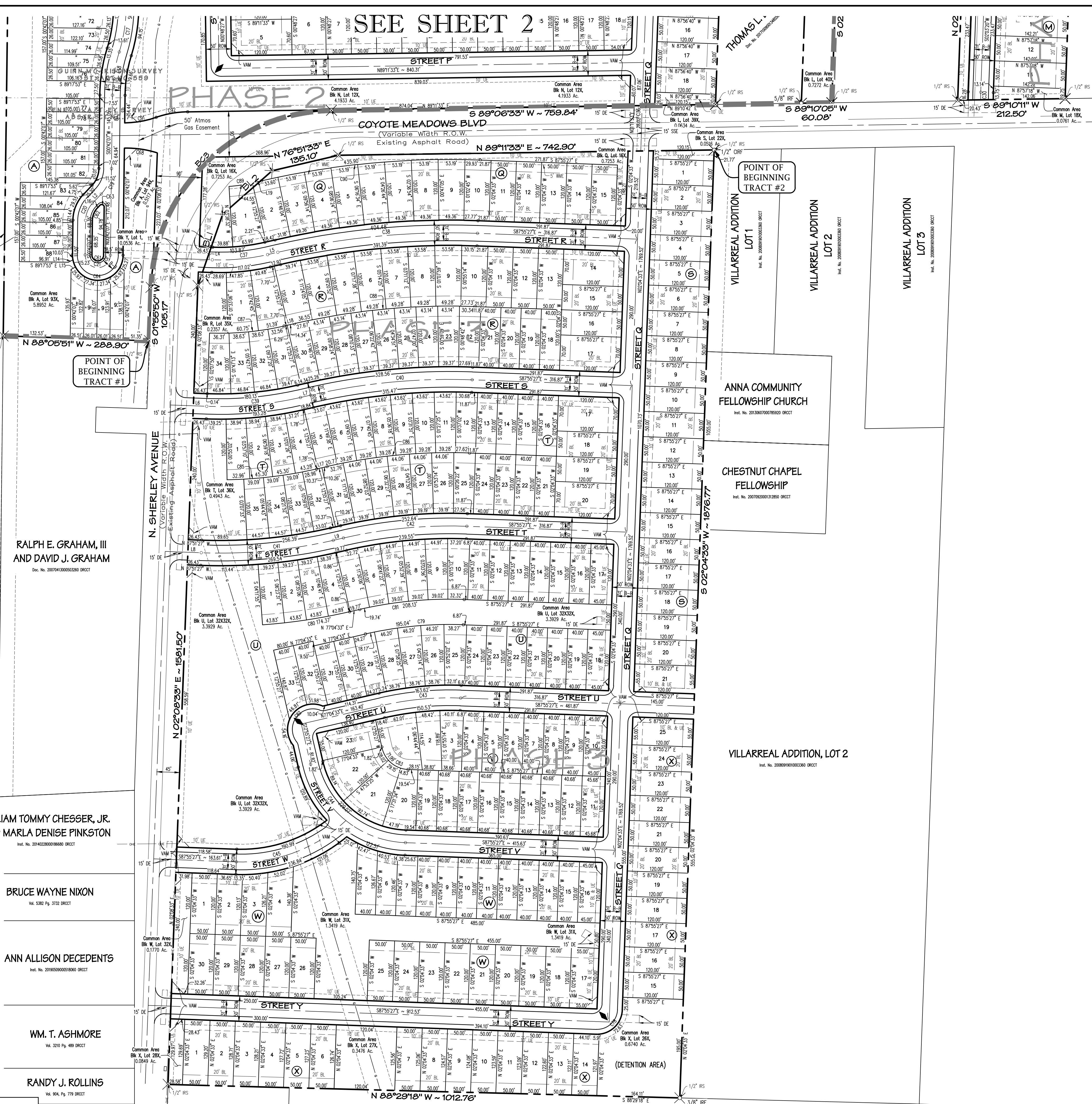
ANN ALLISON DECEDENTS
Inst. No. 2019050005005060 OPRCT

WM. T. ASHMORE
Vol. 3210 Pg. 489 OPRCT

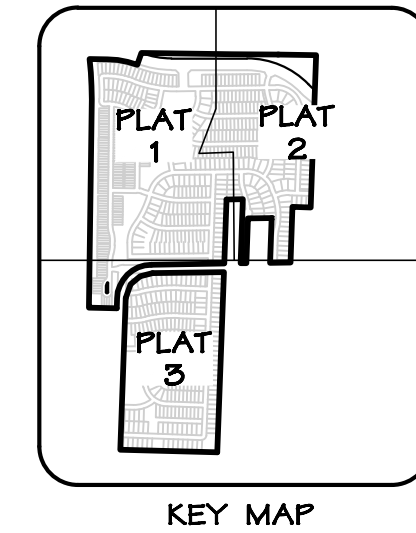
RANDY J. ROLLINS
Vol. 954 Pg. 779 OPRCT

ANN J. ASHMORE
Vol. 2396 Pg. 900 OPRCT

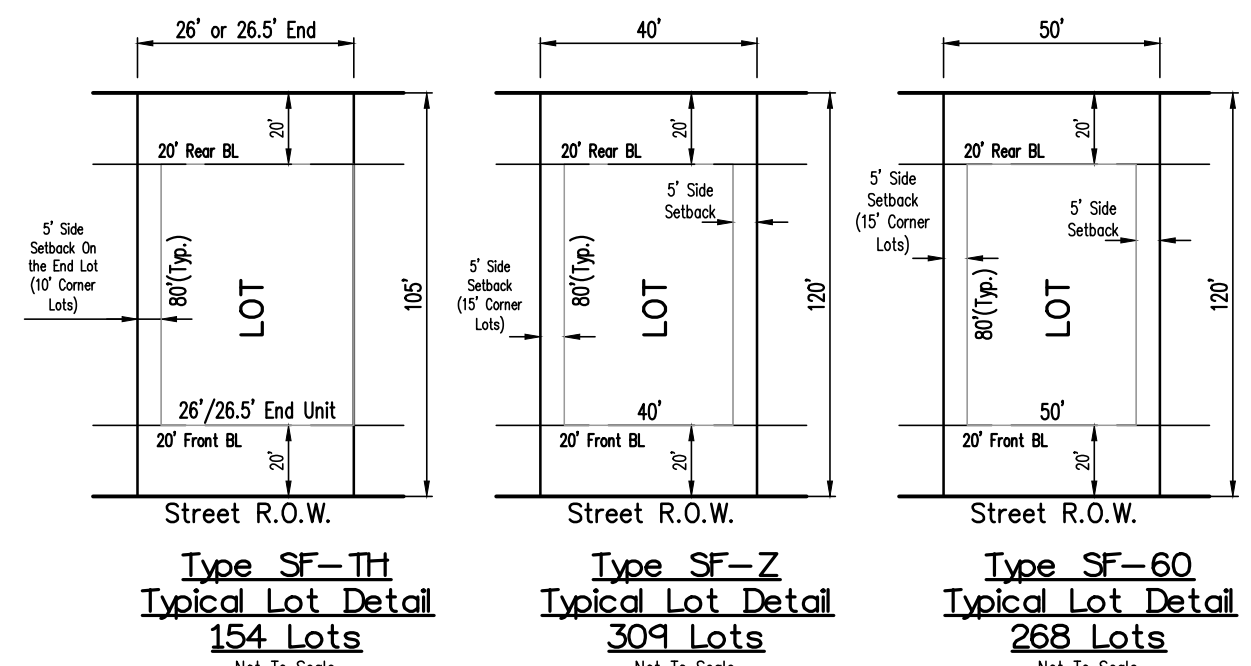
MJLA ADAMS, LTD.
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UTL	UTILITY
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DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
VAM	25'x25' VISIBILITY, SIDEWALK, ACCESS & MAINTENANCE EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WW	WASTE WATER EASEMENT - DEDICATED TO THE H.O.A.
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Mfr. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
SC	STREET NAME CHANGE
CL	CENTERLINE
AD	BLOCK DESIGNATION
ST	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
NIS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
(DROCT)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PROCT)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCT)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



APPROVED
JANUARY 26, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
COYOTE MEADOWS
731 SINGLE-FAMILY LOTS AND
26 COMMON AREA LOTS
153.643 GROSS ACRES
OUT OF THE
GUINN MORRISON-ABSTRACT NO. 559 AND
HENRY BRANTLEY SURVEY-ABSTRACT NO. 71
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

OWNER TFCC Coyote, LLC 22 St. Clair Avenue East Suite 200 Toronto, ON, Canada M6B1R5 Telephone (416) 792-4708 Contact: Seth Greenspan, VP	DEVELOPER / APPLICANT Starlight Homes Texas, LLC 1800 Valley View Lane, Suite 100 Farmers Branch, TX 75234 Telephone (214) 616-6887 Contact: Daniel Satsky	ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Matt Dorsett
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Scale: 1" = 100' December 8, 2021 SEI Job No. 21-123

Lot Area Table		
Lot #	Block #	Square Feet
1	A	4,992
2	A	4,992
3	A	4,992
4	A	4,992
5	A	4,992
6	A	4,992
7	A	4,992
8	A	4,992
9	A	4,992
10	A	4,992
11	A	4,988
12	A	5,052
13	A	5,052
14	A	5,052
15	A	5,052
16	A	5,052
17	A	5,052
18	A	5,052
19	A	5,056
20	A	5,301

Lot Area Table		
Lot #	Block #	Square Feet
21	A	2,783
22	A	2,730
23	A	2,730
24	A	2,730
25	A	2,730
26	A	2,783
27	A	2,783
28	A	2,730
29	A	2,730
30	A	2,730
31	A	2,783
32	A	2,783
33	A	2,730
34	A	2,730
35	A	2,730
36	A	2,783
37	A	2,783
38	A	2,730
39	A	2,730
40	A	2,730

Lot Area Table		
Lot #	Block #	Square Feet
41	A	2,730
42	A	2,783
43	A	2,783
44	A	2,730
45	A	2,730
46	A	2,730
47	A	2,783
48	A	2,783
49	A	2,730
50	A	2,730
51	A	2,730
52	A	2,783
53	A	2,783
54	A	2,730
55	A	2,730
56	A	2,730
57	A	2,730
58	A	2,783
59	A	2,782
60	A	2,730

Lot Area Table		
Lot #	Block #	Square Feet
61	A	2,730
62	A	2,730
63	A	2,730
64	A	2,791
65	A	2,882
66	A	2,959
67	A	3,138
68	A	3,283
69	A	3,361
70	A	3,445
71	A	3,444
72	A	3,444
73	A	3,246
74	A	3,083
75	A	2,914
76	A	2,853
77	A	2,783
78	A	2,730
79	A	2,730
80	A	2,730

Lot Area Table		
Lot #	Block #	Square Feet
81	A	2,730
82	A	2,757
83	A	3,541
84	A	2,958
85	A	2,751
86	A	2,730
87	A	2,730
88	A	2,768
89	A	3,524
90	A	3,072
91	A	3,086
92	A	3,567

Lot Area Table		
Lot #	Block #	Square Feet
1	B	4,800
2	B	4,800
3	B	4,800
4	B	4,800
5	B	4,800
6	B	4,800
7	B	4,800
8	B	4,800
9	B	4,800
10	B	4,800
11	B	4,800
12	B	4,800
13	B	4,800
14	B	4,800
15	B	4,800

Lot Area Table		
Lot #	Block #	Square Feet
1	C	6,122
2	C	5,511
3	C	5,511
4	C	5,511
5	C	5,511
6	C	5,511
7	C	5,441
8	C	5,507
9	C	5,614
10	C	5,996
11	C	6,678
12	C	4,800
13	C	4,999

Lot Area Table		
Lot #	Block #	Square Feet
14	C	5,761
15	C	4,800
16	C	6,600
17	C	5,252
18	C	5,113
19	C	4,967
20	C	4,910
21	C	5,173
22	C	5,173
23	C	5,173
24	C	5,173
25	C	5,173
26	C	5,554

Lot Area Table		
Lot #	Block #	Square Feet
1	D	2,783
2	D	2,730
3	D	2,730
4	D	2,782
5	D	2,783
6	D	2,730
7	D	2,730
8	D	2,730
9	D	2,782
10	D	2,783
11	D	2,730
12	D	2,730
13	D	2,730
14	D	2,783
15	D	2,782
16	D	2,730
17	D	2,730
18	D	2,730
19	D	2,783
20	D	2,783

Lot Area Table		
Lot #	Block #	Square Feet
21	D	2,730
22	D	2,730
23	D	2,730
24	D	2,783
25	D	2,783
26	D	2,730
27	D	2,730
28	D	2,730
29	D	2,789
30	D	2,805
31	D	2,730
32	D	2,730
33	D	2,730
34	D	2,783
35	D	2,783
36	D	2,730
37	D	2,730
38	D	2,730
39	D	2,783
40	D	2,782

Lot Area Table		
Lot #	Block #	Square Feet
41	D	2,730
42	D	2,730
43	D	2,730
44	D	2,782
45	D	2,783
46	D	2,730
47	D	2,730
48	D	2,730
49	D	2,782
50	D	2,782
51	D	2,730
52	D	2,730
53	D	2,748
54	D	2,816
55	D	2,999

Lot Area Table		
Lot #	Block #	Square Feet
1	E	2,814
2	E	2,782
3	E	2,782
4	E	2,782
5	E	2,836
6	E	2,783
7	E	2,730
8	E	2,730
9	E	2,730
10	E	2,783
11	E	2,782
12	E	2,730
13	E	2,730
14	E	2,730
15	E	2,730
16	E	2,783

Lot Area Table		
Lot #	Block #	Square Feet
1	F	9,262
2	F	8,003
3	F	10,421
4	F	6,660
5	F	4,800
6	F	4,800
7	F	4,800
8	F	4,800
9	F	4,800
10	F	4,800
11	F	4,800
12	F	4,800
13	F	4,800
14	F	4,800
15	F	4,800
16	F	4,800
17	F	5,815
18	F	5,786
19	F	4,800
20	F	4,800

Lot Area Table		
Lot #	Block #	Square Feet
21	F	4,800
22	F	4,800
23	F	4,800
24	F	4,800
25	F	4,800
26	F	4,800
27	F	4,800
28	F	4,800
29	F	4,800
30	F	6,042

Lot Area Table		
Lot #	Block #	Square Feet
1	N	2,783
2	N	2,730
3	N	2,730
4	N	2,730
5	N	2,730
6	N	2,783
7	N	2,782
8	N	2,730
9	N	2,730
10	N	2,730
11	N	2,782

Lot Area Table		
Lot #	Block #	Square Feet
1	X	6,472
2	X	6,448
3	X	6,423
4	X	6,398
5	X	6,374
6	X	6,349
7	X	6,265
8	X	6,241
9	X	6,216
10	X	6,192
11	X	6,167
12	X	6,142
13	X	6,118
14	X	6,094
15	X	6,000
16	X	6,000
17	X	6,000
18	X	6,000
19	X	6,000
20	X	6,000
21	X	6,000
22	X	6,000
23	X	6,000
24	X	6,000
25	X	6,600

Lot Area Table		
Lot #	Block #	Square Feet
1	6	9,861
2	6	8,150
3	6	8,149
4	6	8,149
5	6	7,201
6	6	6,226
7	6	6,226
8	6	6,226
9	6	6,226
10	6	6,226
11	6	6,226
12	6	6,226
13	6	6,226
14	6	6,226
15	6	6,226
16	6	6,226
17	6	6,226
18	6	6,304

Lot Area Table		
Lot #	Block #	Square Feet
19	6	9,058
20	6	8,017
21	6	10,101
22	6	10,819
23	6	7,587
24	6	6,686
25	6	6,248
26	6	6,173
27	6	6,173
28	6	6,173
29	6	6,173
30	6	6,173
31	6	6,173
32	6	6,173
33	6	6,326
34	6	6,723
35	6	6,737
36	6	9,168

Lot Area Table		
Lot #	Block #	Square Feet
1	H	6,154
2	H	6,054
3	H	6,042
4	H	6,031
5	H	6,020
6	H	6,009
7	H	6,001
8	H	6,000
9	H	6,000
10	H	6,000
11	H	6,000
12	H	6,000
13	H	6,000
14	H	6,000
15	H	6,000
16	H	6,000
17	H	6,000

Lot Area Table		
Lot #	Block #	Square Feet
1	I	9,401
2	I	6,405
3	I	6,405
4	I	8,410
5	I	10,253
6	I	4,800
7	I	4,800
8	I	4,800
9	I	4,800
10	I	4,800
11	I	4,800
12	I	4,800
13	I	4,800
14	I	4,800
15	I	4,800
16	I	4,800
17	I	4,800
18	I	4,800
19	I	4,800
20	I	4,800

Lot Area Table		
Lot #	Block #	Square Feet
21	I	4,800
22	I	5,633
23	I	5,626
24	I	4,800
25	I	4,800
26	I	4,800
27	I	4,800
28	I	4,800
29	I	4,800
30	I	4,800
31	I	4,800
32	I	4,800
33	I	4,800
34	I	4,800
35	I	4,800
36	I	4,800
37	I	4,800
38	I	11,586

Lot Area Table		
Lot #	Block #	Square Feet
1	J	8,605
2	J	7,371
3	J	7,357
4	J	6,000
5	J	8,413
6	J	7,106
7	J	6,000
8	J	6,000
9	J	6,000
10	J	6,000
11	J	6,000
12	J	6,000
13	J	6,000
14	J	6,000
15	J	6,000
16	J	6,000
17	J	6,000
18	J	6,311
19	J	6,762
20	J	7,105
21	J	10,516

Lot Area Table		
Lot #	Block #	Square Feet
22	J	6,751
23	J	5,586
24	J	5,349
25	J	5,112
26	J	4,897
27	J	4,805
28	J	4,800
29	J	4,800
30	J	4,800
31	J	4,800
32	J	4,800
33	J	4,800
34	J	4,800
35	J	4,800
36	J	4,800
37	J	4,800
38	J	4,800
39	J	5,309
40	J	5,661
41	J	6,276
42	J	6,396

Lot Area Table		
Lot #	Block #	Square Feet
1	K	10,246
2	K	8,200
3	K	8,200
4	K	7,054
5	K	6,474
6	K	6,474
7	K	6,474
8	K	6,474
9	K	6,474
10	K	7,314
11	K	5,719
12	K	4,879
13	K	4,879
14	K	4,879
15	K	4,879
16	K	4,879
17	K	4,879
18	K	4,989
19	K	5,244
20	K	8,640

Lot Area Table		
Lot #	Block #	Square Feet
1	L	6,976
2	L	6,000
3	L	6,000
4	L	6,000
5	L	6,000
6	L	6,000
7	L	6,000
8	L	6,000
9	L	6,000
10	L	6,000
11	L	6,000
12	L	6,000
13	L	6,000
14	L	6,000
15	L	6,000
16	L	6,000
17	L	6,000
18	L	6,000
19	L	7,420
20	L	6,266

Lot Area Table		
Lot #	Block #	Square Feet
21	L	6,752
22	L	7,521
23	L	8,671
24	L	6,902
25	L	6,533
26	L	7,787
27	L	6,952
28	L	6,047
29	L	8,860
30	L	9,505
31	L	7,924
32	L	7,924
33	L	7,346
34	L	6,331
35	L	6,783
36	L	6,783
37	L	6,783
38	L	6,450

Lot Area Table		
Lot #	Block #	Square Feet
1	M	9,650
2	M	6,483
4	M	6,133
5	M	6,099
6	M	6,266
7	M	6,626
8	M	6,969
9	M	7,102
10	M	7,110
11	M	7,110
12	M	7,111
13	M	7,111
14	M	6,000
15	M	6,000
16	M	6,000
17	M	5,845

Lot Area Table		
Lot #	Block #	Square Feet
1	O	8,100
2	O	6,306
3	O	6,306
4	O	8,445
5	O	9,233
6	O	5,624
7	O	4,811
8	O	4,800
9	O	4,800
10	O	4,800
11	O	4,800
12	O	4,800
13	O	4,800
14	O	4,800
15	O	4,800

Lot Area Table		
Lot #	Block #	Square Feet
16	O	4,800
17	O	5,642
18	O	5,773
19	O	4,932
20	O	4,932
21	O	4,932
22	O	4,932
23	O	4,932
24	O	4,932
25	O	5,107
26	O	5,325
27	O	5,552
28	O	5,800
29	O	6,052

Lot Area Table		
Lot #	Block #	Square Feet
17	W	6,600
18	W	6,000
19	W	6,000
20	W	6,000
21	W	6,000
22	W	6,000
23	W	6,000
24	W	6,000
25	W	6,000
26	W	6,000
27	W	6,000
28	W	6,000
29	W	6,000
30	W	6,000

Lot Area Table		
Lot #	Block #	Square Feet
1	W	6,000
2	W	6,001
3	W	6,129
4	W	6,629
5	W	5,320
6	W	4,918
8	W	4,800
9	W	4,800
10	W	4,800
11	W	4,800
12	W	4,800
13	W	4,800
14	W	4,800
15	W	4,800
16	W	5,400

Lot Area Table		
Lot #	Block #	Square Feet
2	✓	5,089
3	✓	5,123
4	✓	4,800
5	✓	4,800
6	✓	4,800
7	✓	4,800
8	✓	4,800
9	✓	4,800
10	✓	5,400
11	✓	5,481
12	✓	4,881
13	✓	4,881
14	✓	4,881
15	✓	4,881
16	✓	4,881
17	✓	4,881
18	✓	4,881
19	✓	4,881

Lot Area Table		
Lot #	Block #	Square Feet
1	P	8,467
2	P	7,805
3	P	8,197
4	P	6,818
5	P	8,472
6	P	8,102
7	P	6,000
8	P	6,000
9	P	6,000
10	P	6,000
11	P	6,000
12	P	6,000
13	P	6,000
14	P	6,000
15	P	6,000
16	P	6,000
17	P	6,000

Lot Area Table		
Lot #	Block #	Square Feet
18	P	6,842
19	P	5,642
20	P	4,800
21	P	4,800
22	P	4,800
23	P	4,800
24	P	4,800
25	P	4,800
26	P	4,800
27	P	4,800
28	P	4,800
29	P	4,800
30	P	5,285
31	P	5,646
32	P	6,247
33	P	11,281

Lot Area Table		
Lot #	Block #	Square Feet
1	Q	6,778
2	Q	6,097
3	Q	6,153
4	Q	6,153
5	Q	6,153
6	Q	6,153
7	Q	6,153
8	Q	6,153
9	Q	6,153
10	Q	6,086
11	Q	6,000
12	Q	6,000
13	Q	6,000
14	Q	6,000
15	Q	6,000

Lot Area Table		
Lot #	Block #	Square Feet
1	R	6,516
2	R	6,437
3	R	6,128
4	R	6,172
5	R	6,172
6	R	6,172
7	R	6,172
8	R	6,172
9	R	6,172
10	R	6,097
11	R	6,000
12	R	6,000
13	R	6,000
14	R	8,400
15	R	6,000
16	R	6,000
17	R	8,400

Lot Area Table		
Lot #	Block #	Square Feet
18	R	4,800
19	R	4,800
20	R	4,800
21	R	4,800
22	R	4,906
23	R	4,951
24	R	4,951
25	R	4,951
26	R	4,951
27	R	4,951
28	R	4,951
29	R	4,951
30	R	4,897
31	R	5,077
32	R	5,128
33	R	5,128
34	R	5,128

Lot Area Table		
Lot #	Block #	Square Feet
1	S	6,000
2	S	6,000
3	S	6,000
4	S	6,000
5	S	6,000
6	S	6,000
7	S	6,000
8	S	6,000
9	S	6,000
10	S	6,000
11	S	6,000
12	S	6,000
13	S	6,000
14	S	6,000
15	S	6,000
16	S	6,000
17	S	6,000
18	S	6,000
19	S	6,000
20	S	6,000
21	S	6,600

Lot Area Table		
Lot #	Block #	Square Feet
1	T	5,054
2	T	5,054
3	T	5,054
4	T	5,043
5	T	4,892
6	T	4,974
7	T	4,974
8	T	4,974
9	T	4,974
10	T	4,974
11	T	4,974
12	T	4,922
13	T	4,800
14	T	4,800
15	T	4,800
16	T	4,800
17	T	8,400
18	T	6,000
19	T	6,000
20	T	8,400

Lot Area Table		
Lot #	Block #	Square Feet
21	T	4,800
22	T	4,800
23	T	4,800
24	T	4,800
25	T	4,937
26	T	4,995
27	T	4,995
28	T	4,995
29	T	4,995
30	T	4,995
31	T	4,945
32	T	4,963
33	T	5,019
34	T	5,019
35	T	5,019

Lot Area Table		
Lot #	Block #	Square Feet
1	U	4,984
2	U	4,984
3	U	4,984
4	U	4,980
5	U	4,919
6	U	5,036
7	U	5,036
8	U	5,036
9	U	5,036
10	U	4,995
11	U	4,800
12	U	4,800
13	U	4,800
14	U	4,800
15	U	4,800
16	U	4,800
17	U	5,400

Lot Area Table		
Lot #	Block #	Square Feet
18	U	5,400
19	U	4,800
20	U	4,800
21	U	4,800
22	U	4,800
23	U	4,800
24	U	4,800
25	U	5,047
26	U	5,098
27	U	5,098
28	U	5,098
29	U	4,917
30	U	4,800
31	U	4,800

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JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

OWNER	DEVELOPER / APPLICANT	ENGINEER / SURVEYOR
TFCC Coyote, LLC 22 St. Clair Avenue East Suite 200 Toronto, ON, Canada M6B1R5 Telephone (416) 792-4708 Contact: Seth Greenspan, VP	Starlight Homes Texas, LLC 1800 Valley View Lane, Suite 100 Farmers Branch, TX 75234 Telephone (214) 616-6887 Contact: Daniel Satsky	Sparks Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Matt Dorsett
Scale: 1" = 100' December 8, 2021 SEI Job No. 21-123		SHEET 4 OF 5

Plotted by docdateplot Date: 12/23/2021 12:06 PM

	Tract\PRF	MIN	ARY\21-123	PRF	Pt	ΔT day	Solved By	Completed	Solve Time	12/23/2021	11:59:07 AM
1.	J:\AS\21-123	1	clearwith								

EXHIBIT 3
4 OF 5

STATE OF TEXAS §
COUNTY OF COLLIN §

OWNER'S CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

[illegible]

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

TFCC COYOTE, LLC
A Texas Limited Liability Company

By: Starlight Homes Texas, LLC,
its Attorney-In-Fact

By: _____

Name: _____

Title: _____

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

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

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS

COUNTY OF COLLIN CITY OF ANNA

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

APPROVED
JANUARY 26, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT

COYOTE MEADOWS

731 SINGLE-FAMILY LOTS AND
26 COMMON AREA LOTS
153.643 GROSS ACRES

GUINN MORRISON~ABSTRACT NO. 559 AND
HENRY BRANTLEY SURVEY~ABSTRACT NO. 71
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

OWNER	DEVELOPER / APPLICANT	ENGINEER / SURVEYOR
TFCC Coyote, LLC	Starlight Homes Texas, LLC	Sparks Engineering, Inc.
22 St. Clair Avenue East	1800 Valley View Lane, Suite 100	765 Court Road, Suite 100
Suite 200	Farmers Branch, TX 75234	Plano, TX 75075
Toronto, ON, Canada M6B1R5	Telephone (214) 616-6887	Telephone: (972) 422-0077
Telephone (416) 792-4708	Contact: Daniel Satsky	TBPE No. F-2121
Contact: Seth Greenspan, VP		Contact: Matt Dorsett
Scale: 1" = 100'	December 8, 2021 SEI Job No. 21-123	SHEET 5 OF 5

Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C1	339.97'	942.30'	171.85'	338.13'	S79°39'59"E	20°40'17"
C2	662.02'	830.00'	349.75'	644.61'	S67°09'08"E	45°41'59"
C3	147.65'	830.00'	74.02'	147.45'	S49°23'54"E	10°11'32"
C4	190.87'	300.00'	98.79'	187.67'	N20°11'13"E	36°27'14"
C5	169.38'	600.00'	85.26'	168.82'	N06°07'39"W	16°10'30"
C6	167.98'	300.00'	86.26'	165.80'	N01°49'35"E	32°04'57"
C7	335.23'	760.00'	170.39'	332.52'	S81°05'43"E	25°16'21"
C8	463.03'	1200.00'	234.43'	460.16'	S79°45'12"E	22°06'29"
C9	404.77'	250.00'	262.38'	361.99'	S44°25'25"E	92°46'03"
C10	233.71'	3019.93'	116.91'	233.65'	N01°30'54"W	4°26'03"
C11	202.27'	470.00'	102.73'	200.71'	S76°58'09"E	24°39'28"
C12	48.32'	200.00'	24.28'	48.20'	N18°26'18"E	13°50'35"
C13	217.96'	300.00'	114.04'	213.20'	N12°54'12"E	41°37'37"
C14	180.77'	300.00'	93.22'	178.05'	N12°67'21"E	34°31'27"
C15	86.91'	300.00'	43.76'	86.60'	S07°35'49"E	16°35'52"
C16	86.91'	300.00'	43.76'	86.60'	S07°35'49"E	16°35'52"
C17	86.91'	300.00'	43.76'	86.60'	S09°00'03"W	16°35'52"
C18	86.91'	300.00'	43.76'	86.60'	S09°00'03"W	16°35'52"
C19	55.73'	75.00'	29.22'	54.46'	S21°59'20"W	42°34'25"
C20	37.15'	50.00'	19.48'	36.30'	S29°20'20"W	42°34'25"
C21	78.54'	25.00'	INFINITY	50.00'	S81°7'53"E	180°00'00"
C22	129.11'	300.00'	65.57'	128.11'	N13°01'51"E	24°39'28"
C23	165.03'	300.00'	84.66'	162.96'	S75°02'52"E	31°31'09"
C24	180.77'	300.00'	93.22'	178.05'	S73°32'43"E	34°31'27"

Centerline Curve Table						
Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C25	16.32'	1000.00'	8.16'	16.32'	N14°38'01"E	0°56'06"
C26	360.10'	275.00'	211.12'	334.92'	N51°40'46"E	75°01'35"
C27	326.02'	275.00'	185.23'	307.26'	S56°50'41"E	67°55'33"
C28	372.33'	600.00'	192.38'	366.39'	S05°06'15"E	35°33'19"
C29	111.19'	600.00'	55.76'	111.03'	S0721°52'W	10°37'05"
C30	15.02'	300.00'	7.51'	15.02'	S00°37'15"W	2°52'10"
C31	58.39'	200.00'	29.40'	58.18'	S80°51'50"E	16°43'34"
C32	191.70'	600.00'	96.68'	190.89'	S81°39'15"E	18°18'23"
C33	175.29'	300.00'	90.23'	172.81'	N15°55'54"E	33°28'42"
C34	306.65'	1000.00'	154.54'	305.45'	N23°53'09"E	17°34'11"
C35	175.29'	300.00'	90.23'	172.81'	S74°04'06"E	33°28'42"
C36	15.06'	1000.00'	7.53'	15.06'	N01°37'26"E	0°51'46"
C37	110.44'	420.00'	55.54'	110.13'	N84°36'33"E	15°00'00"
C38	397.94'	1520.00'	200.11'	396.80'	N84°34'33"E	15°00'00"
C39	186.70'	710.00'	93.89'	186.17'	N84°36'33"E	15°04'00"
C40	322.01'	1230.00'	161.93'	321.09'	N84°34'33"E	15°00'00"
C41	262.96'	1000.00'	132.24'	262.21'	N84°36'33"E	15°04'00"
C42	246.09'	940.00'	123.75'	245.39'	N84°34'33"E	15°00'00"
C43	157.08'	600.00'	78.99'	156.63'	N84°34'33"E	15°00'00"
C44	261.80'	200.00'	153.47'	243.50'	S50°25'27"E	75°00'00"
C45	237.43'	300.00'	125.33'	231.28'	N69°241°1'E	45°20'45"
C46	115.57'	300.00'	58.51'	114.86'	N81°00'31"E	22°04'22"
C47	94.20'	300.00'	47.49'	93.81'	N06°56'23"W	17°59'24"
C48	79.21'	300.00'	39.83'	78.98'	N08°22'16"W	15°07'38"

Lot #	Block #	Acres
93X	A	5.895
94X	A	0.512
1X	AA	0.112
56X	D	0.703
17X	E	6.200
39X	L	0.063
12X	N	4.193
16X	Q	0.725
35X	R	0.236
22X	S	0.052
36X	T	0.494
32X	U	3.393
32X	W	0.177
31X	W	1.342
26X	X	0.674
27X	X	0.348
28X	X	0.085
1X	Z	3.657

Lot Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C49	398.86'	905.00'	395.64'	N 81°06'20" W	251°5'07"
C50	407.08'	1055.00'	404.56'	S 79°45'12" E	22°06'29"
C51	79.33'	50.00'	71.27'	S 42°11'39" W	90°54'14"
C52	11.00'	55.00'	10.98'	N 19°37'21" E	11°27'32"
C53	2.28'	55.00'	2.28'	N 12°42'18" E	2°22'34"
C54	361.78'	1000.30'	359.82'	S 79°39'14" E	20°40'51"
C55	185.15'	770.00'	184.70'	N 83°06'49" W	13°46'36"
C56	303.67'	615.46'	300.60'	N 78°15'26" W	28°16'13"
C57	78.54'	50.00'	70.71'	N 70°21'35" E	90°00'00"
C58	190.83'	445.00'	189.37'	N 11°28'40" E	24°34'13"
C59	105.30'	155.00'	103.28'	S 11°33'06" W	38°55'24"
C60	78.54'	50.00'	70.71'	S 44°17'53" E	90°00'00"
C61	36.13'	11.50'	23.00'	S 89°17'53" E	180°00'00"
C62	27.12'	36.50'	26.50'	S 21°59'20" W	42°34'25"
C63	11.99'	50.00'	9.32'	N 68°00'40" W	137°25'35"
C64	157.08'	50.00'	100.00'	S 89°07'53" E	180°00'00"
C68	63.51'	200.30'	63.25'	N 81°42'36" W	18°11'41"

Lot Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C69	91.42'	155.02'	90.10'	S 15°46'34" W	33°47'15"
C70	82.92'	200.00'	82.33'	S 78°55'46" E	23°45'21"
C71	257.73'	1145.00'	257.19'	N 23°05'27" E	12°53'49"
C72	169.71'	130.00'	157.91'	S 51°47'36" W	74°47'54"
C73	170.01'	105.00'	152.03'	N 44°25'25" W	92°46'03"
C74	195.32'	445.00'	193.75'	S 79°28'18" W	25°08'53"
C75	261.72'	50.00'	50.07'	S 88°50'46" E	299°54'41"
C76	154.12'	130.00'	145.25'	N 56°50'41" W	67°55'33"
C77	208.33'	455.00'	206.52'	N 09°45'52" W	26°14'04"
C78	78.54'	50.00'	70.71'	N 47°04'33" E	90°00'00"
C79	195.04'	745.00'	194.48'	S 84°34'33" W	15°00'00"
C80	174.37'	1145.00'	174.20'	N 81°26'19" E	8°43'31"
C81	208.13'	795.00'	207.54'	S 84°34'33" W	15°00'00"
C82	132.94'	50.00'	97.10'	S 36°48'33" W	152°20'25"
C83	71.99'	55.00'	66.96'	S 50°25'27" E	75°00'00"
C84	61.77'	420.00'	61.71'	N 86°35'39" W	8°25'35"
C85	179.17'	855.00'	178.85'	N 83°04'46" E	12°00'25"

Lot Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C86	284.05'	1085.00'	283.24'	S 84°34'33" W	15'00"00"
C87	148.46'	565.00'	148.03'	N 84°36'12" E	15'03'17"
C88	359.97'	1375.00'	358.95'	S 84°34'33" W	15'00"00"
C89	44.55'	275.00'	44.50'	N 81°43'01" E	9'16'55"
C90	435.90'	1665.00'	434.65'	S 84°34'33" W	15'00"00"
C91	63.51'	200.00'	63.25'	N 80°05'42" E	18'11'42"
C92	63.51'	200.00'	63.25'	S 80°05'42" W	18'11'42"

Line #	Length	Direction
L1	7.23	N86° 16' 04.19"E
L2	25.20	S43° 16' 32.02"W
L3	19.14	S59° 17' 18.07"E
L4	71.43	S87° 51' 26.81"E
L5	20.63	N77° 04' 33.19"E
L6	71.43	S87° 51' 26.81"E
L7	20.63	N77° 04' 33.19"E
L8	71.43	S87° 51' 26.81"E
L9	20.63	N77° 04' 33.19"E
L23	16.68	N38° 24' 49.97"E

Lot Line Table			
Line #	Length	Direction	
L10	10.00'	S	59°59'42" E
L11	39.57'	N	17°52'04" E
L12	39.57'	N	17°52'04" E
L13	5.73'	S	64°38'25" E
L14	10.40'	N	61°44'49" E
L15	10.00'	N	61°44'49" E
L16	6.94'	S	43°16'32" W
L17	8.58'	N	77°04'33" E
L18	12.92'	N	77°04'33" E
L19	18.42'	N	77°04'33" E
L20	5.00'	N	03°09'51" W
L21	5.18'	N	89°09'51" E

Boundary Curve Table						
Curve #	Radius	Delta	Tangent	Length	Chord Bearing	Chord
BC1	3044.23'	7°55'44"''	210.98'	421.28'	N03°15'12"W	420.94'
BC2	930.00'	19°19'48"''	158.38'	313.76'	S79°40'05"E	312.27'
BC3	362.75'	87°11'14"''	345.36'	552.00'	S45°30'53"W	500.26'

Boundary Line Table		
Line #	Length	Direction
BL1	149.30'	N 19°06'33" E
BL2	130.50'	N 48°40'33" E

VAM EASEMENT

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.

EXHIBIT 3
5 OF 5

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.

Patty Phelps
Name (Please Print)

Patty Phelps
Signature

410 Interchange McKinney TX 75071
Address

12/20/21
Date

Anna Industrial 18 LLC

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

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.

Patty Phelps
Name (Please Print)

Patty Phelps
Signature

410 Interchange McKinney
Address

12/20/21
Date

please update address!
Phelps Holdings LLC
410 Interchange
McKinney TX
75071

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

THE CITY OF Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

PLEASE SEE ATTACHMENTS (2)

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

ROBERT + JO ANN WATKINS
Name (Please Print)

Signature

300 ELM GROVE
Address

DEC 28 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

Attachement A

Robert and Jo Ann Watkins
300 Elm Grove
Anna TX 75409

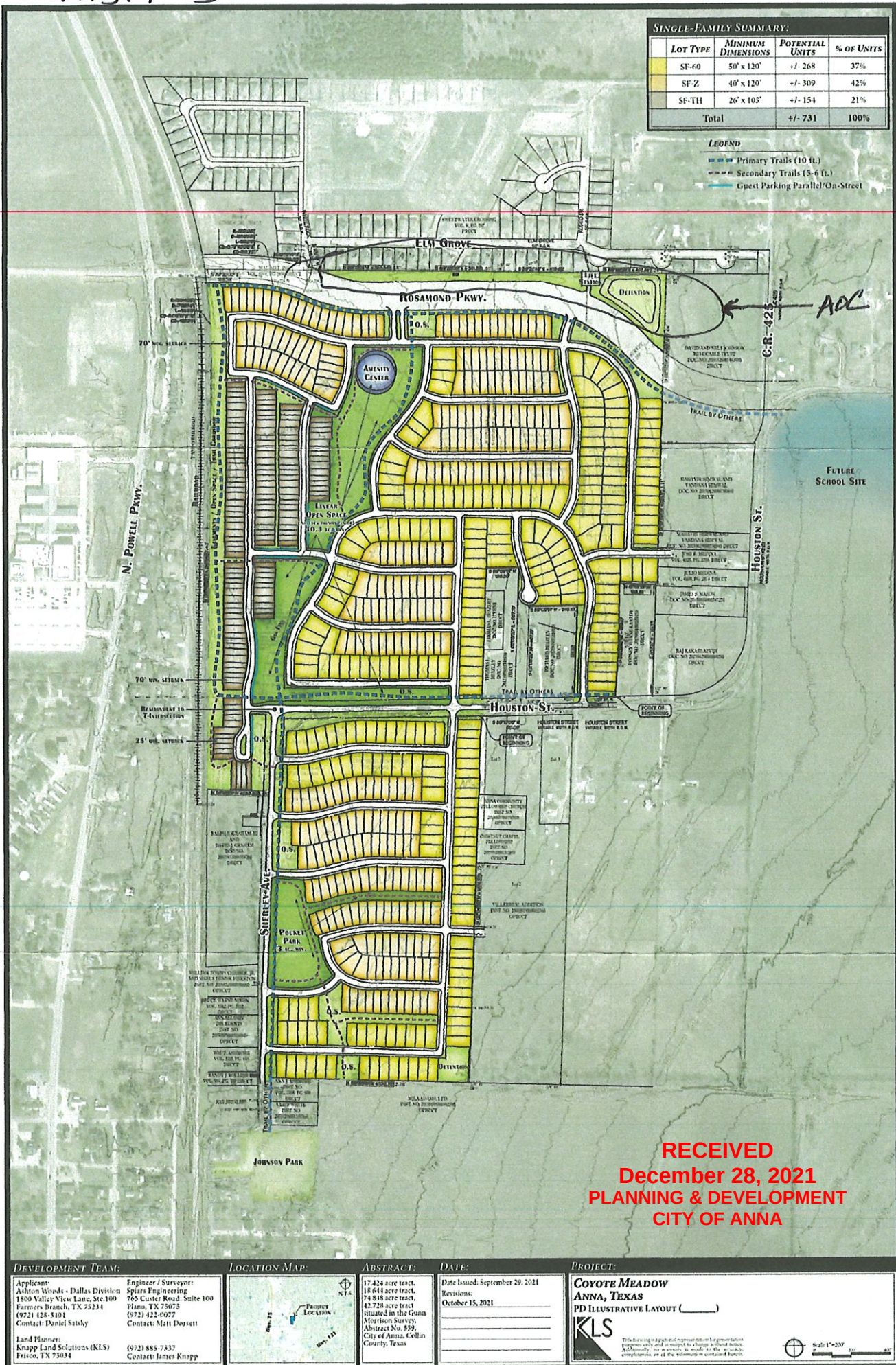
Comments Regarding Resolution No. 2021-10-1033

It is our understanding that initially only two lanes of the proposed Rosamond Parkway extension will be built. Additional lanes will be built at a later date as needed.

Who will own the area between our property and the new Rosamond Parkway extension (circled on exhibit B)? Who will be responsible for the upkeep of that area?

What is the plan for and when will a sound/barrier wall be built to protect the Sweetwater Crossing existing homes from noise and neucenses as well as make the area aesthetically pleasing by eliminating a wide variety of fence types.

EXHIBIT B





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.

Kayla Wyatt
Name (Please Print)

Kayla Wyatt
Signature

204 Elm Grove Anna Tx 75409
Address

12-21-21
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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Coyote Meadow, Anna, TX
Ref: Resolution No. 2021-10-1033 Development Agreement

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Alan Hashem of HBI Group, LLC

Name (Please Print)

Signature

Address

113 Rosamond Way, Anna, TX 75409 (Prop. ID 2591827)
Sweetwater Crossing, BIKF, Lot 39

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

January 3, 2022

Preliminary Plat: Coyote Meadows Residential

Applicant: TFCC Coyote, LLC

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding the Coyote Meadows Residential, Preliminary Plat.

SUMMARY:

731 single-family residential lots and 24 open space lots on 153.6± acres located on the south side of Rosamond Parkway, 279± feet east of N. Powell Parkway. Proposed zoning Planned Development-SF-60 Single-Family Residence/SF-Z Single-Family Residence – Zero Lot Line Homes/SF-TH Townhome District.

This preliminary plat is associated with the annexation and zoning case and is contingent upon approval of the zoning case. The purpose for the preliminary plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the future single-family residential development. The preliminary plat complies with the zoning districts area regulations as requested by the zoning case.

ISSUES:

Waiver - Street openings to adjoining properties

The applicant is requesting a waiver from the 1,000 foot maximum length for street openings to adjoining property requirement in [Subsection 9.02.081\(c\)\(4\)\(C\)](#) of the Subdivision Regulations. The area in question occurs on Street Q, south of existing Houston Street. The applicant is requesting the proposed opening to the property to the east be located 1,100 south of Houston Street to allow for better alignment with Street U. Please see the attached waiver request.

Based on the proposed street layout the Director of Public Works is in support of allowing the development to exceed the maximum length of a street opening to an adjoining property as shown on the preliminary plat - – See MEMO No: 21-PWD-037 dated December 29, 2021.

RECOMMENDATION:

Staff is in support of waiving the maximum length of street opening to adjoining properties for Street Q as shown on the Preliminary Plat. Recommended for approval subject to City Council approval of the zoning request.

ATTACHMENTS:

Locator
Exhibit
Public Works Memo – street waiver request
Street Waiver request

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING COYOTE MEADOWS, PRELIMINARY 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 (Subdivision Regulations") and Article 9.04 (Zoning Ordinance) of the Anna City Code of Ordinances; and

WHEREAS, TFCC Coyote, LLC has submitted an application for the approval of the Coyote Meadows, Preliminary Plat; 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 Concept Plan

The City Council hereby approves the Coyote Meadows, Preliminary Plat attached hereto as Exhibit A.

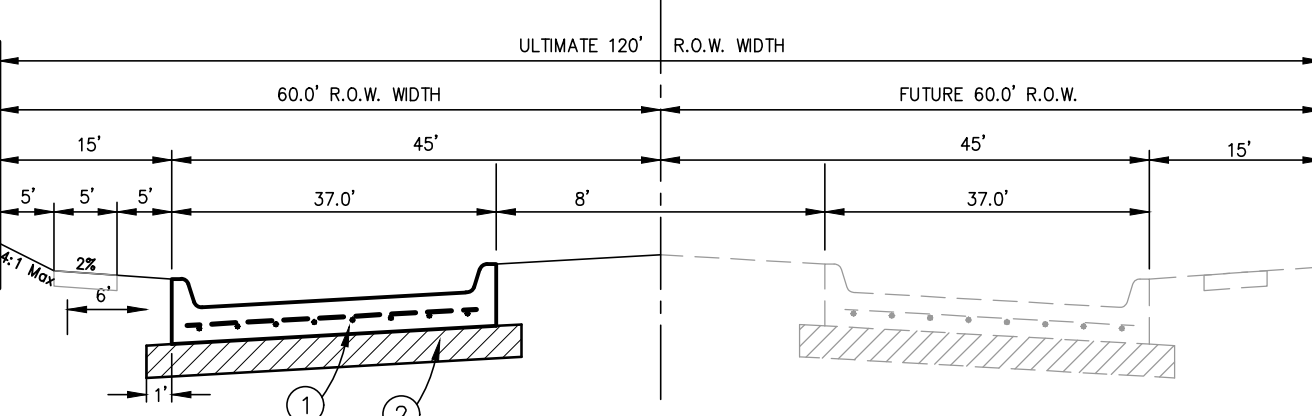
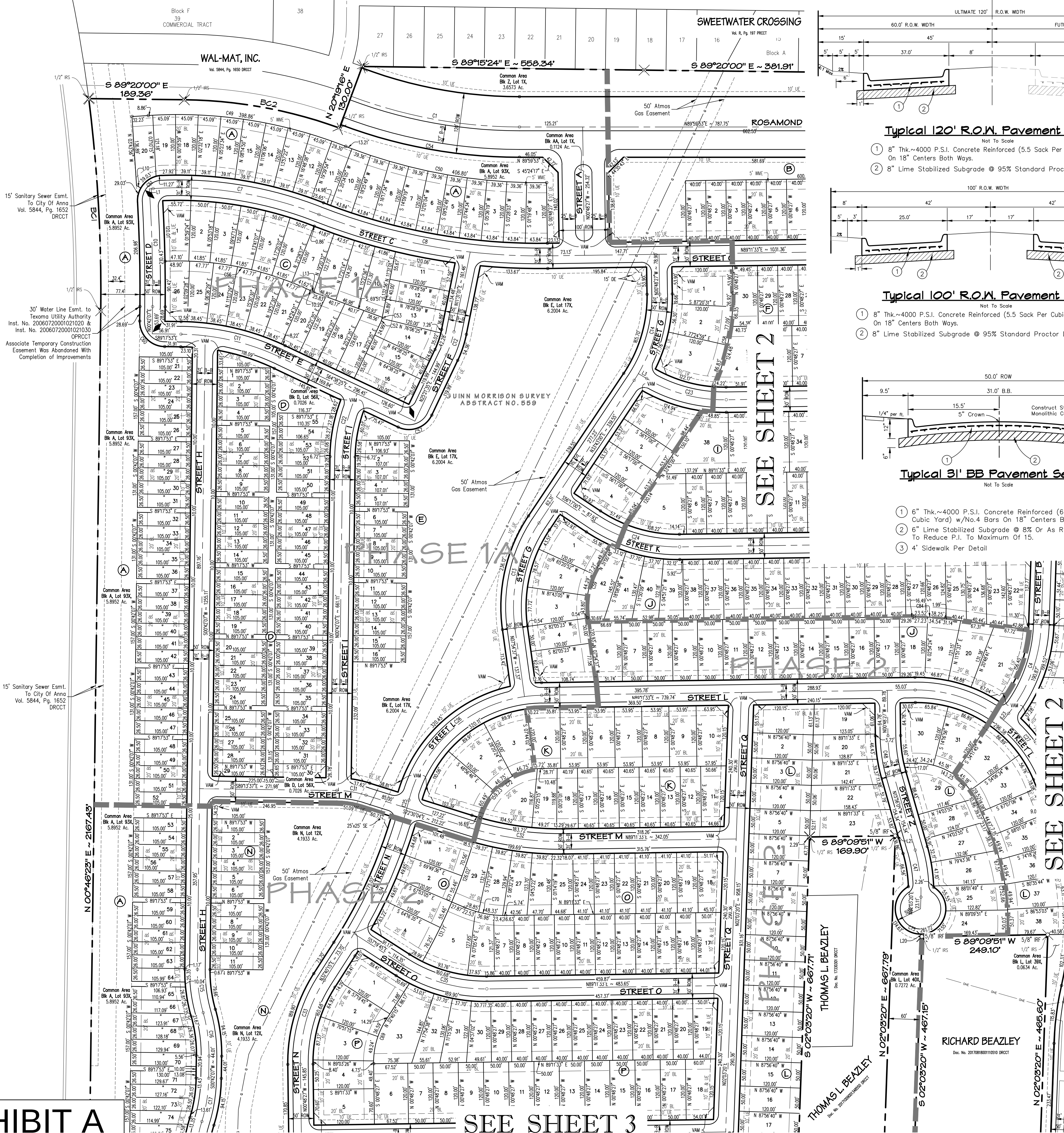
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 25th day of January, 2022.

ATTEST:

APPROVED:

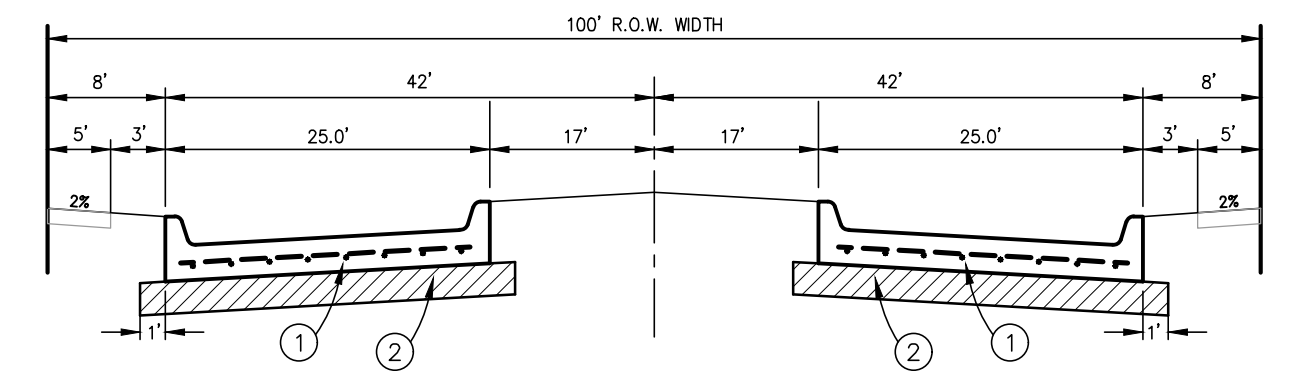
City Secretary, Carrie L. Land

Mayor, Nate Pike



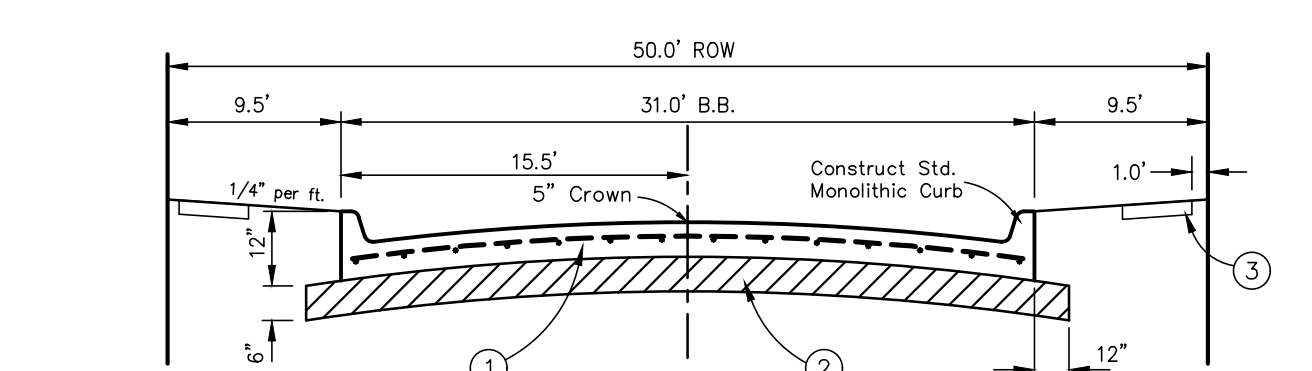
Typical 120' R.O.W. Pavement Section

- 1 8" Thk~4000 P.S.I. Concrete Reinforced (5.5 Sack Per Cubic Yard) w/No.4 Bars On 18" Centers Both Ways.
- 2 8" Lime Stabilized Subgrade @ 95% Standard Proctor Density at Optimum Moisture.



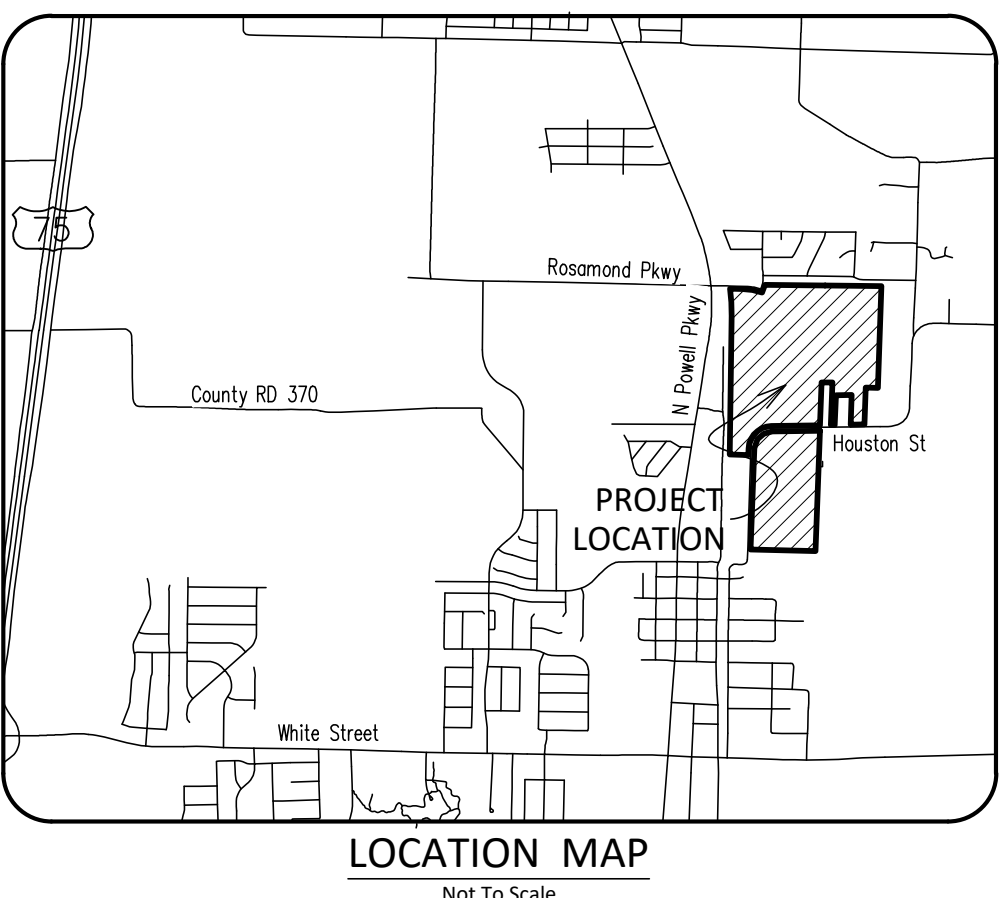
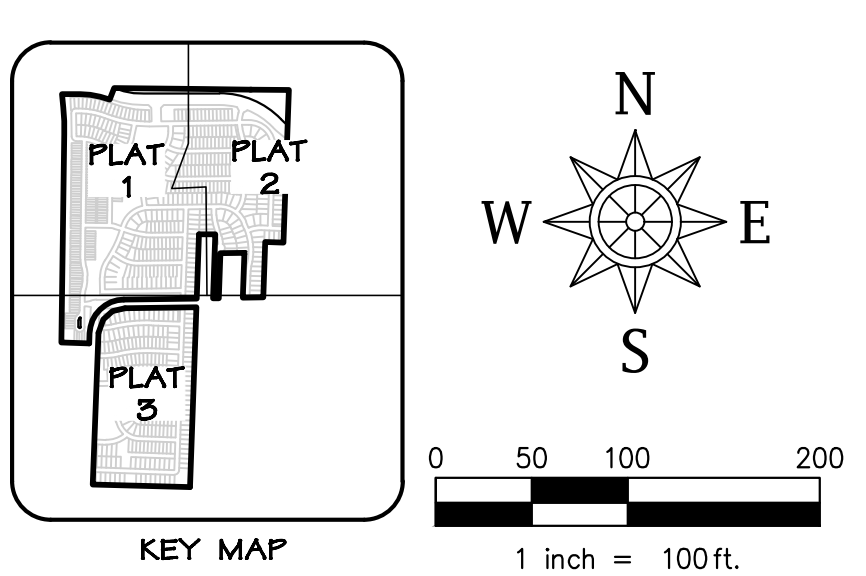
Typical 100' R.O.W. Pavement Section

- 1 8" Thk~4000 P.S.I. Concrete Reinforced (5.5 Sack Per Cubic Yard) w/No.4 Bars On 18" Centers Both Ways.
- 2 8" Lime Stabilized Subgrade @ 95% Standard Proctor Density at Optimum Moisture.



Typical 31' BB Pavement Section

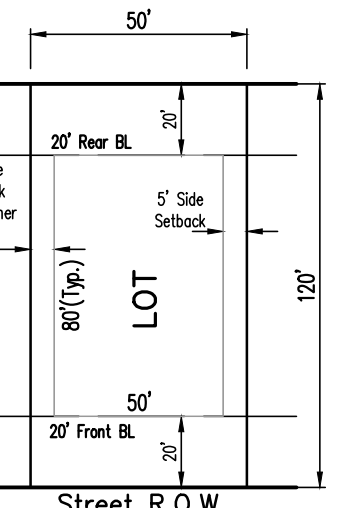
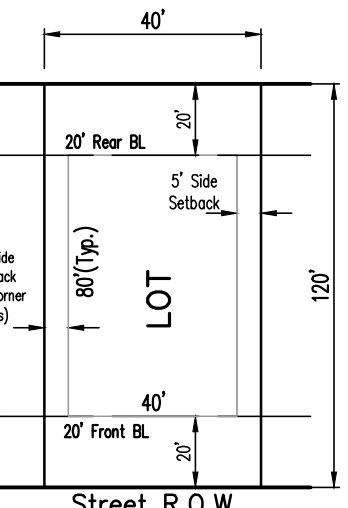
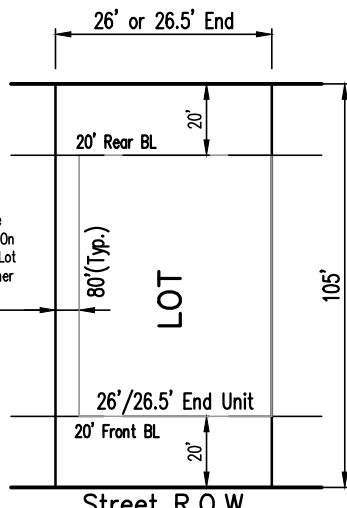
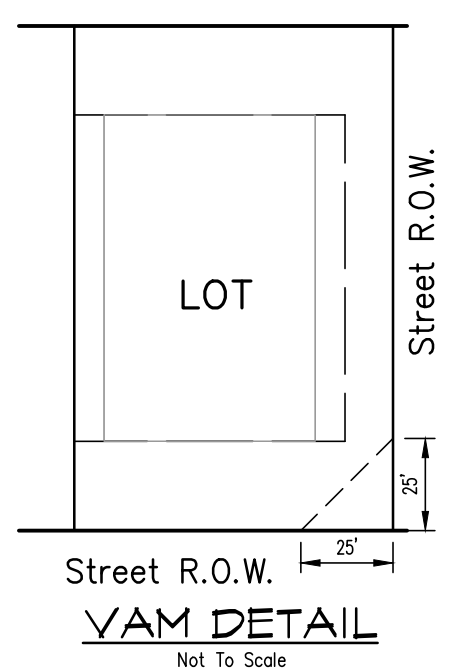
- 1 6" Thk~4000 P.S.I. Concrete Reinforced (6 Sack Per Cubic Yard) w/No.4 Bars On 18" Centers Both Ways.
- 2 6" Lime Stabilized Subgrade @ 8% Or As Required To Reduce P.I. To Maximum Of 15.
- 3 4" Sidewalk Per Detail



- NOTES:
- 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.
 - Bearings are based on the State Plan Coordinate System, Texas North Central Zone (4202), north American Datum of 1983 (NAD'83).
 - All development will comply with City of Anna Requirements.
 - All open space/common areas to be owned and maintained by the H.O.A.
 - This plat is subject to the additional residential zoning standards outlined in the City Ordinance and PD Ordinance No. XXX dated XXX.
 - There is no 100 year FEMA Flood Plain on site, as reflected by Flood Insurance Rate Map Panel (FIRM) Map Nos. 48085C0160J dated June 2, 2009 prepared by the Federal Emergency Management Agency (FEMA) for Collin County, TX.
 - Screening and retaining walls located within a wall maintenance easement to be owned and maintained by the H.O.A.
 - Blk. A, Lots 93X & 94X; Blk. B, Lot 16X; Blk. D, Lot 56X; Blk. E, Lot 17X; Blk. H, Lot 18X; Blk. M, Lot 12X; Blk. T, Lot 36X; Blk. U, Lot 34X; Blk. W, Lot 31X; Blk. X, Lots 26X & 27X; and Blk. Z, Lot 1X will grant access to owners for fence maintenance by this plat.

LEGEND	
(Not all items may be applicable)	
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMP	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
EsmL	EASEMENT
Util	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
VAM	25'x25' VISIBILITY, SIDEWALK, ACCESS & MAINTENANCE EASEMENT
STE	STREET EASEMENT
FALE	FIRELANE, ACCESS, & UTILITY EASEMENT
WW	WASTE WATER EASEMENT - DEDICATED TO THE H.O.A.
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
○	CENTERLINE
○	BLOCK DESIGNATION
○	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
NTS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst. Doc.	INSTRUMENT OR DOCUMENT
(DRCCT)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PDCCT)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCCT)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

Open Space/Common Areas	
Block	Lot
A	93X
A	94X
B	16X
D	56X
E	17X
F	31X
H	18X
H	19X
L	39X
L	40X
L	41X
M	18X
N	12X
O	16X
P	36X
S	22X
T	36X
U	34X
W	31X
W	32X
X	26X
X	27X
X	28X
Y	1X
Z	1X
AA	1X



Lot Summary (Phases)	1A	1B	2	3	Totals
SF-TH	103		51		154
SF-Z	46	97	50	116	309
SF-60	15	77	76	100	268
Totals	164	174	177	216	731

APPROVED
January 25, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

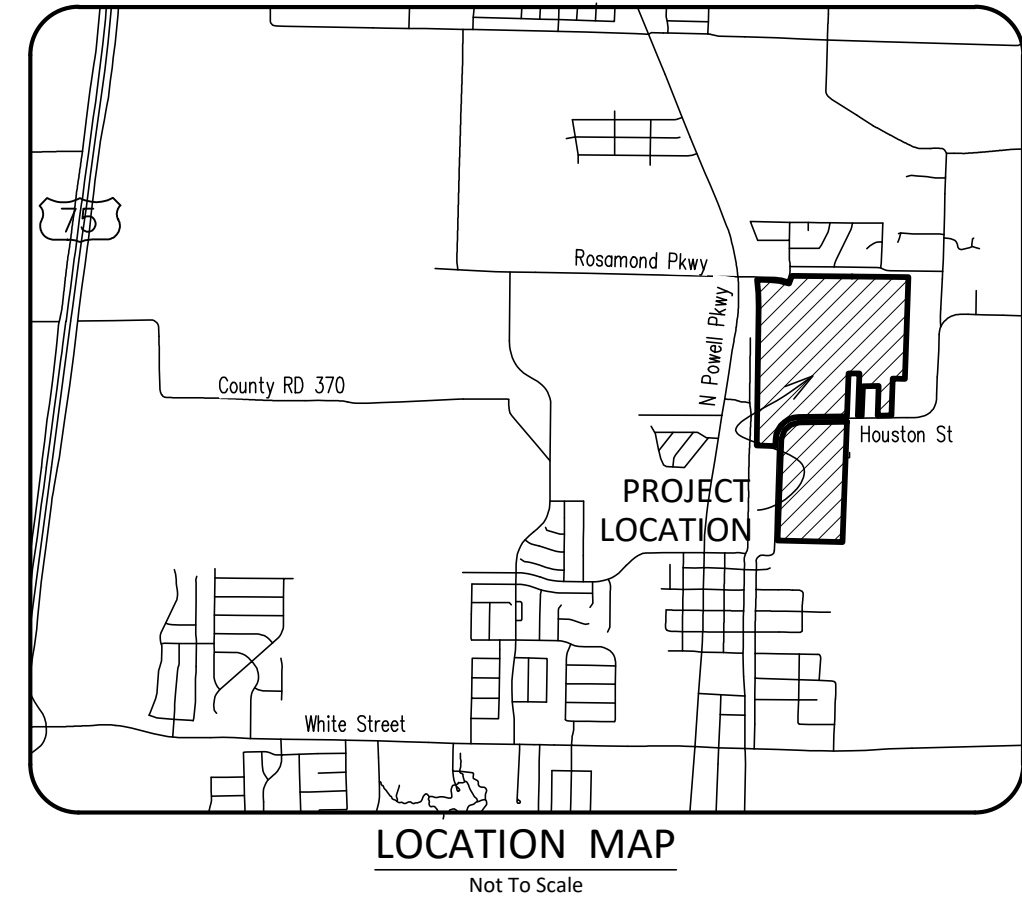
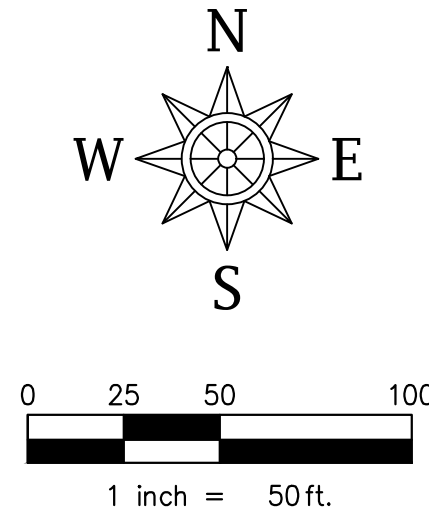
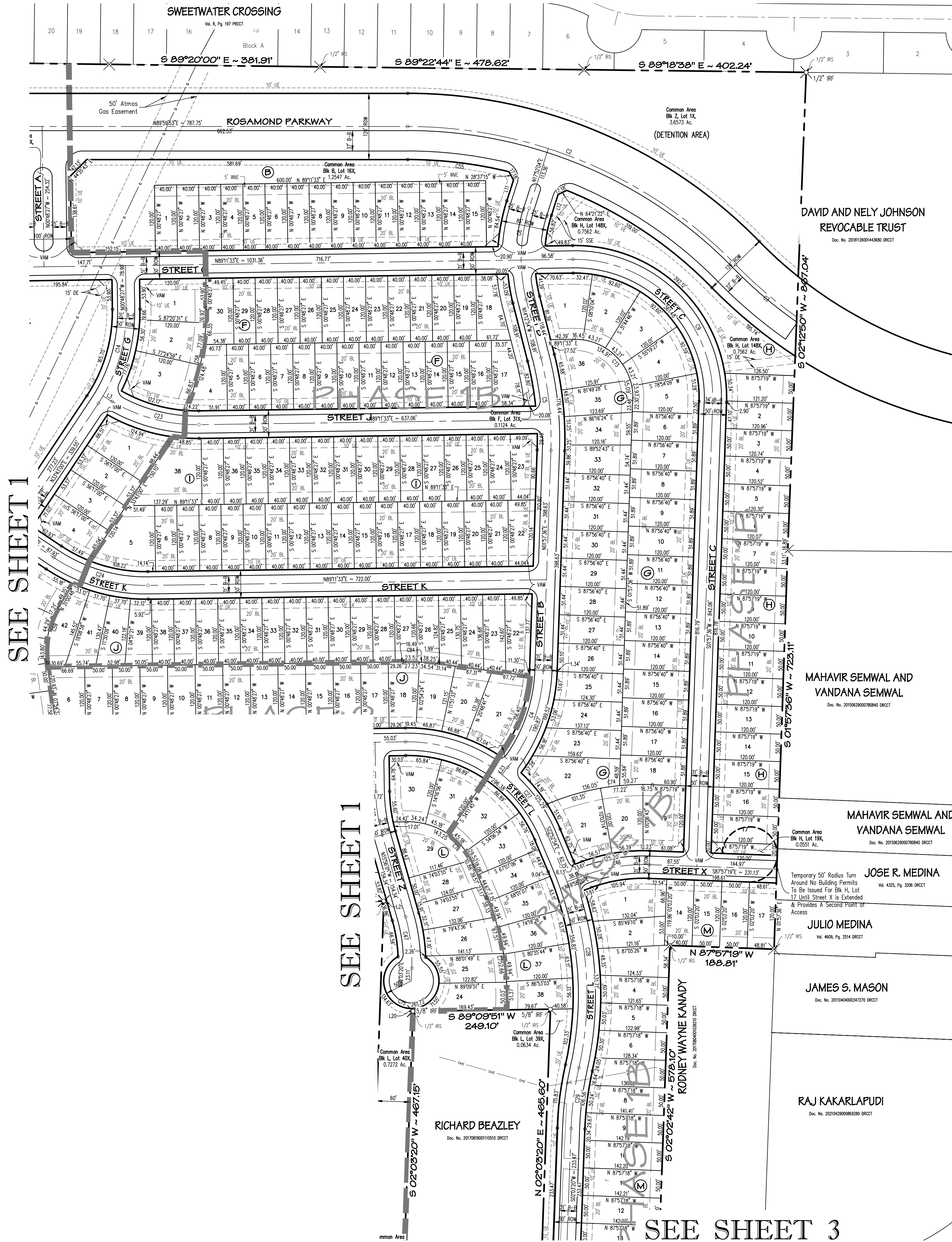
PRELIMINARY PLAT
COYOTE MEADOWS
731 SINGLE-FAMILY LOTS AND
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153.643 GROSS ACRES
OUT OF THE
GUINN MORRISON-ABSTRACT NO. 559 AND
HENRY BRANTLEY SURVEY-ABSTRACT NO. 71
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

OWNER
TFCC Coyote, LLC
22 St. Clair Avenue East
Suite 200
Toronto, ON, Canada M6B1R5
Telephone (416) 792-4708
Contact: Seth Greenspan, VP

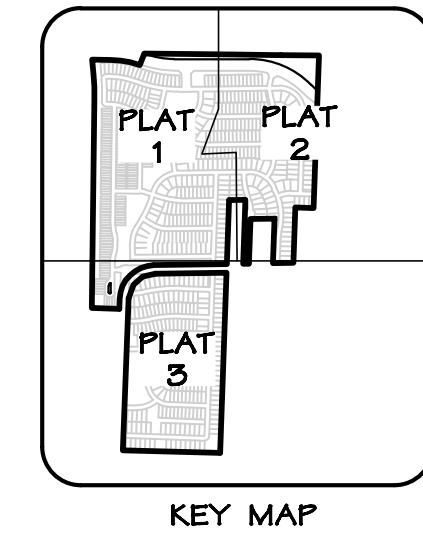
DEVELOPER / APPLICANT
Starlight Homes Texas, LLC
1800 Valley View Lane, Suite 100
Farmers Branch, TX 75234
Telephone (214) 616-6887
Contact: Daniel Satsky

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Matt Dorsett

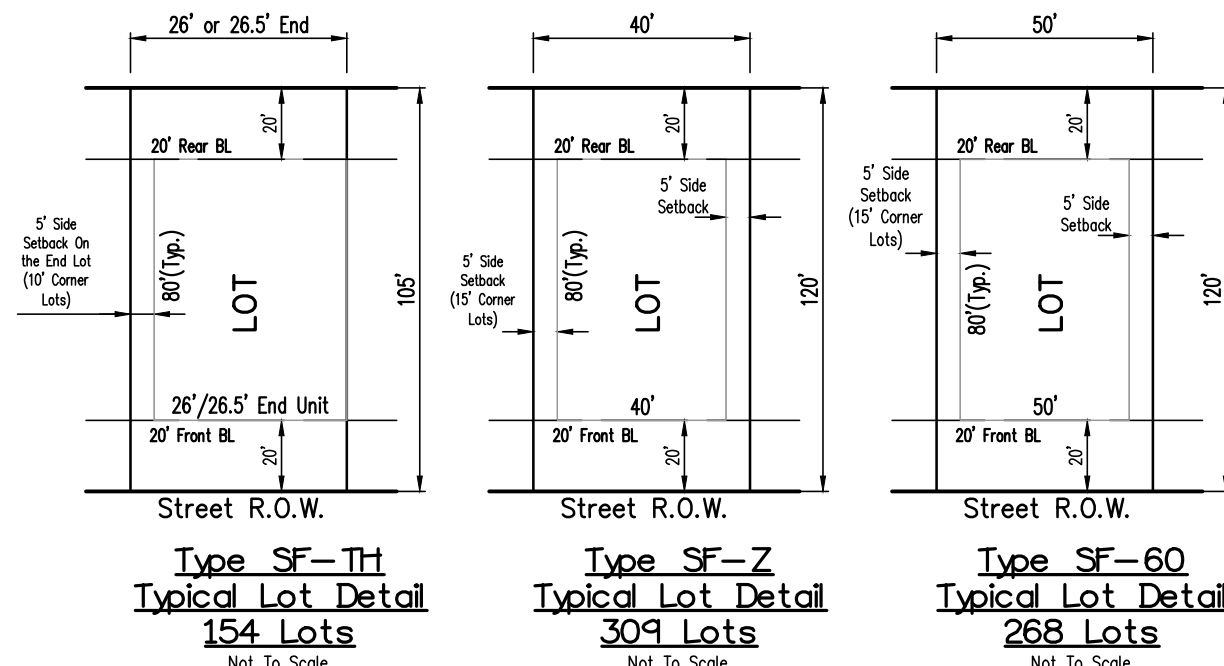
Scale: 1" = 100' December 8, 2021 SEI Job No. 21-123



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January 25, 2022
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CITY OF ANNA

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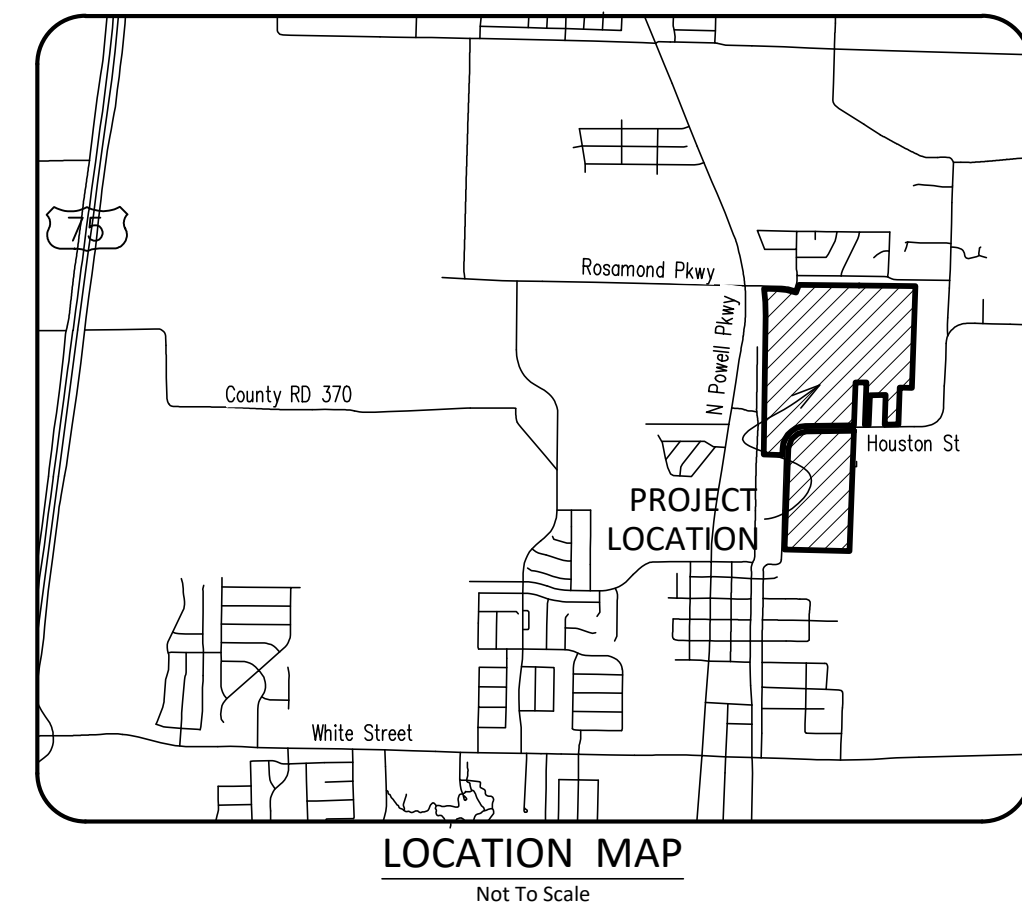
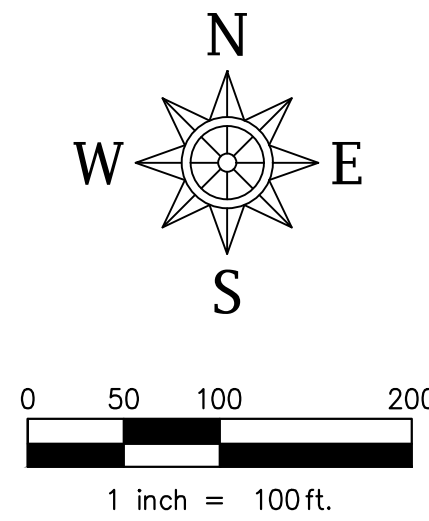
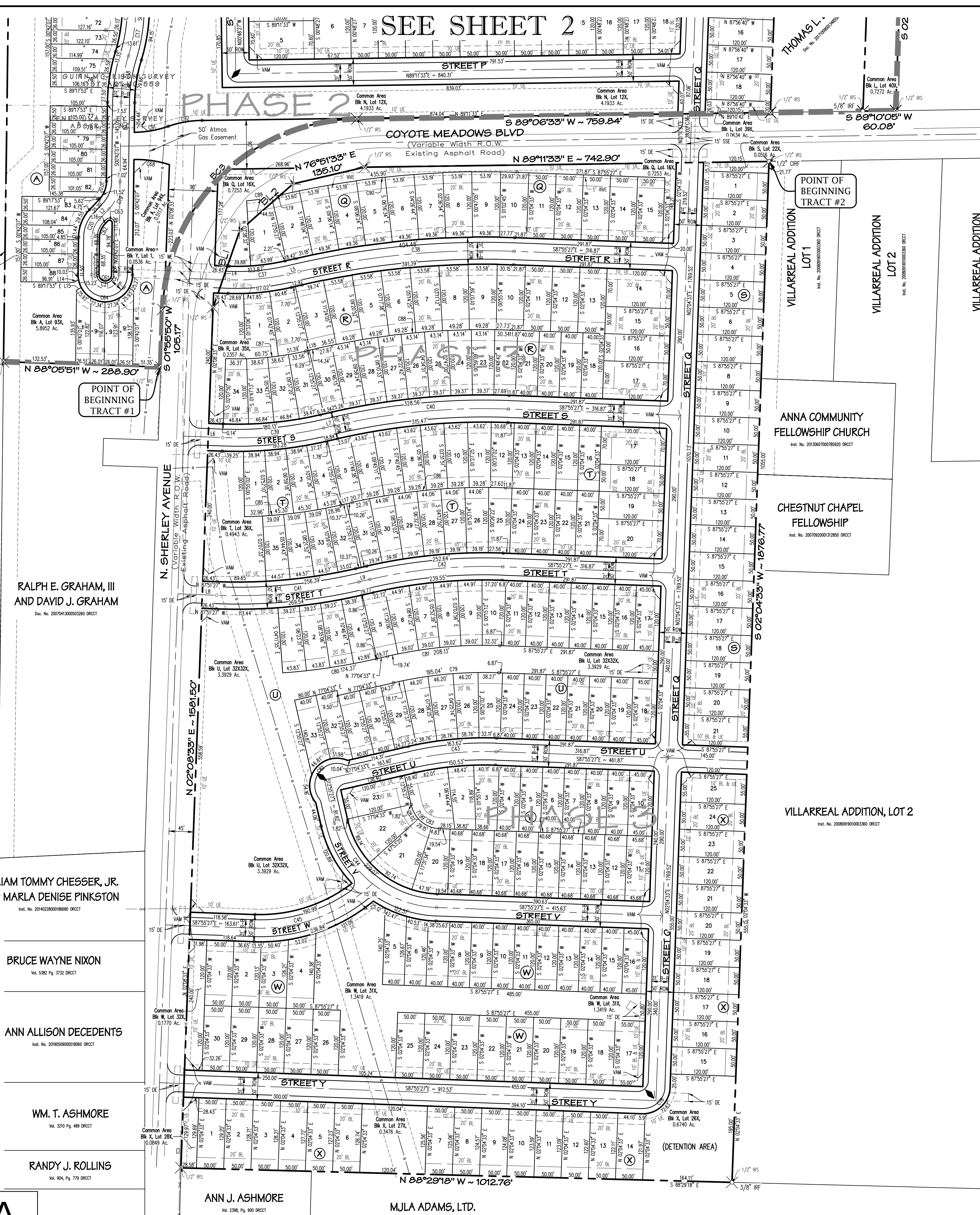
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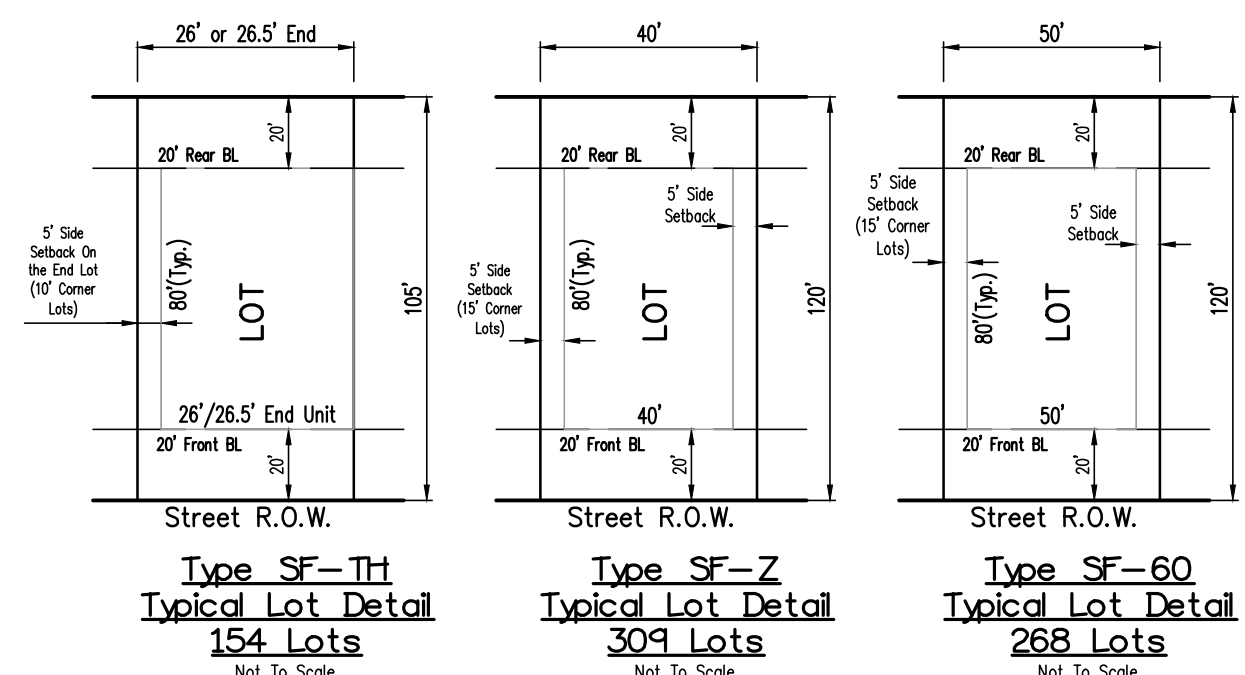
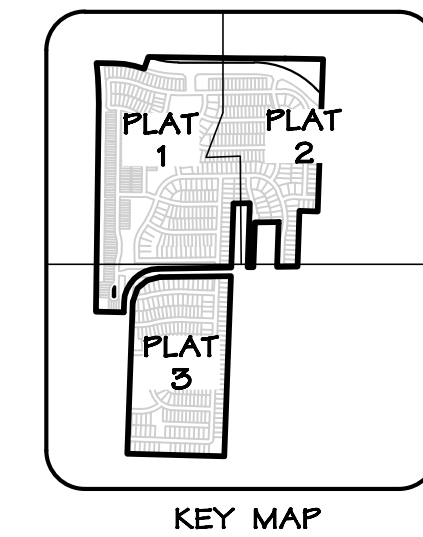
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SHEET 2 OF 5



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Vol.	VOLUME
Pg.	PAGE
Num.	NUMBER
FCMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FRM	FLOOD INSURANCE RATE MAP
NIS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
(PRCT)	DREED RECORDS, COLLIN COUNTY, TEXAS
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22 St. Clair Avenue East	1800 Valley View Lane, Suite 100	765 Court Road, Suite 100
Suite 200	Farmers Branch, TX 75234	Plano, TX 75075
Toronto, ON, Canada M6B1A5	Telephone (214) 616-6887	Telephone: (972) 422-0077
Telephone (416) 792-4708	Contact: Daniel Satsky	TBPE No. F-2121
Contact: Seth Greenspan, VP		Contact: Matt Dorsett

Scale: 1" = 100', December 8, 2021 SEI Job No. 21-123

SHEET 3 OF 5

Lot Area Table		
Lot #	Block #	Square Feet
1	A	4,992
2	A	4,992
3	A	4,992
4	A	4,992
5	A	4,992
6	A	4,992
7	A	4,992
8	A	4,992
9	A	4,992
10	A	4,992
11	A	4,988
12	A	5,052
13	A	5,052
14	A	5,052
15	A	5,052
16	A	5,052
17	A	5,052
18	A	5,052
19	A	5,056
20	A	5,301

Lot Area Table		
Lot #	Block #	Square Feet
21	A	2,783
22	A	2,730
23	A	2,730
24	A	2,730
25	A	2,730
26	A	2,783
27	A	2,783
28	A	2,730
29	A	2,730
30	A	2,730
31	A	2,783
32	A	2,783
33	A	2,730
34	A	2,730
35	A	2,730
36	A	2,783
37	A	2,783
38	A	2,730
39	A	2,730
40	A	2,730

Lot Area Table		
Lot #	Block #	Square Feet
41	A	2,730
42	A	2,783
43	A	2,783
44	A	2,730
45	A	2,730
46	A	2,730
47	A	2,783
48	A	2,783
49	A	2,730
50	A	2,730
51	A	2,730
52	A	2,783
53	A	2,783
54	A	2,730
55	A	2,730
56	A	2,730
57	A	2,730
58	A	2,783
59	A	2,782
60	A	2,730

Lot Area Table		
Lot #	Block #	Square Feet
61	A	2,730
62	A	2,730
63	A	2,730
64	A	2,791
65	A	2,882
66	A	2,959
67	A	3,138
68	A	3,283
69	A	3,361
70	A	3,445
71	A	3,444
72	A	3,444
73	A	3,246
74	A	3,083
75	A	2,914
76	A	2,853
77	A	2,783
78	A	2,730
79	A	2,730
80	A	2,730

Lot Area Table		
Lot #	Block #	Square Feet
81	A	2,730
82	A	2,757
83	A	3,541
84	A	2,958
85	A	2,751
86	A	2,730
87	A	2,730
88	A	2,768
89	A	3,524
90	A	3,072
91	A	3,086
92	A	3,567

Lot Area Table		
Lot #	Block #	Square Feet
1	B	4,800
2	B	4,800
3	B	4,800
4	B	4,800
5	B	4,800
6	B	4,800
7	B	4,800
8	B	4,800
9	B	4,800
10	B	4,800
11	B	4,800
12	B	4,800
13	B	4,800
14	B	4,800
15	B	4,800

Lot Area Table		
Lot #	Block #	Square Feet
1	C	6,122
2	C	5,511
3	C	5,511
4	C	5,511
5	C	5,511
6	C	5,511
7	C	5,441
8	C	5,507
9	C	5,614
10	C	5,996
11	C	6,678
12	C	4,800
13	C	4,999

Lot Area Table		
Lot #	Block #	Square Feet
14	C	5,761
15	C	4,800
16	C	6,600
17	C	5,252
18	C	5,113
19	C	4,967
20	C	4,910
21	C	5,173
22	C	5,173
23	C	5,173
24	C	5,173
25	C	5,173
26	C	5,554

Lot Area Table		
Lot #	Block #	Square Feet
1	D	2,783
2	D	2,730
3	D	2,730
4	D	2,782
5	D	2,783
6	D	2,730
7	D	2,730
8	D	2,730
9	D	2,782
10	D	2,783
11	D	2,730
12	D	2,730
13	D	2,730
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15	D	2,782
16	D	2,730
17	D	2,730
18	D	2,730
19	D	2,783
20	D	2,783

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21	D	2,730
22	D	2,730
23	D	2,730
24	D	2,783
25	D	2,783
26	D	2,730
27	D	2,730
28	D	2,730
29	D	2,789
30	D	2,805
31	D	2,730
32	D	2,730
33	D	2,730
34	D	2,783
35	D	2,783
36	D	2,730
37	D	2,730
38	D	2,730
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41	D	2,730
42	D	2,730
43	D	2,730
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47	D	2,730
48	D	2,730
49	D	2,782
50	D	2,782
51	D	2,730
52	D	2,730
53	D	2,748
54	D	2,816
55	D	2,999

Lot Area Table		
Lot #	Block #	Square Feet
1	E	2,814
2	E	2,782
3	E	2,782
4	E	2,782
5	E	2,836
6	E	2,783
7	E	2,730
8	E	2,730
9	E	2,730
10	E	2,783
11	E	2,782
12	E	2,730
13	E	2,730
14	E	2,730
15	E	2,730
16	E	2,783

Lot Area Table		
Lot #	Block #	Square Feet
1	F	9,262
2	F	8,003
3	F	10,421
4	F	6,660
5	F	4,800
6	F	4,800
7	F	4,800
8	F	4,800
9	F	4,800
10	F	4,800
11	F	4,800
12	F	4,800
13	F	4,800
14	F	4,800
15	F	4,800
16	F	4,800
17	F	5,815
18	F	5,786
19	F	4,800
20	F	4,800

Lot Area Table		
Lot #	Block #	Square Feet
21	F	4,800
22	F	4,800
23	F	4,800
24	F	4,800
25	F	4,800
26	F	4,800
27	F	4,800
28	F	4,800
29	F	4,800
30	F	6,042

Lot Area Table		
Lot #	Block #	Square Feet
1	N	2,783
2	N	2,730
3	N	2,730
4	N	2,730
5	N	2,730
6	N	2,783
7	N	2,782
8	N	2,730
9	N	2,730
10	N	2,730
11	N	2,782

Lot Area Table		
Lot #	Block #	Square Feet
1	X	6,472
2	X	6,448
3	X	6,423
4	X	6,398
5	X	6,374
6	X	6,349
7	X	6,265
8	X	6,241
9	X	6,216
10	X	6,192
11	X	6,167
12	X	6,142
13	X	6,118
14	X	6,094
15	X	6,000
16	X	6,000
17	X	6,000
18	X	6,000
19	X	6,000
20	X	6,000
21	X	6,000
22	X	6,000
23	X	6,000
24	X	6,000
25	X	6,600

Lot Area Table		
Lot #	Block #	Square Feet
1	6	9,861
2	6	8,150
3	6	8,149
4	6	8,149
5	6	7,201
6	6	6,226
7	6	6,226
8	6	6,226
9	6	6,226
10	6	6,226
11	6	6,226
12	6	6,226
13	6	6,226
14	6	6,226
15	6	6,226
16	6	6,226
17	6	6,226
18	6	6,304

Lot Area Table		
Lot #	Block #	Square Feet
19	6	9,058
20	6	8,017
21	6	10,101
22	6	10,819
23	6	7,587
24	6	6,686
25	6	6,248
26	6	6,173
27	6	6,173
28	6	6,173
29	6	6,173
30	6	6,173
31	6	6,173
32	6	6,173
33	6	6,326
34	6	6,723
35	6	6,737
36	6	9,168

Lot Area Table		
Lot #	Block #	Square Feet
1	H	6,154
2	H	6,054
3	H	6,042
4	H	6,031
5	H	6,020
6	H	6,009
7	H	6,001
8	H	6,000
9	H	6,000
10	H	6,000
11	H	6,000
12	H	6,000
13	H	6,000
14	H	6,000
15	H	6,000
16	H	6,000
17	H	6,000

Lot Area Table		
Lot #	Block #	Square Feet
1	I	9,401
2	I	6,405
3	I	6,405
4	I	8,410
5	I	10,253
6	I	4,800
7	I	4,800
8	I	4,800
9	I	4,800
10	I	4,800
11	I	4,800
12	I	4,800
13	I	4,800
14	I	4,800
15	I	4,800
16	I	4,800
17	I	4,800
18	I	4,800
19	I	4,800
20	I	4,800

Lot Area Table		
Lot #	Block #	Square Feet
21	1	4,800
22	1	5,633
23	1	5,626
24	1	4,800
25	1	4,800
26	1	4,800
27	1	4,800
28	1	4,800
29	1	4,800
30	1	4,800
31	1	4,800
32	1	4,800
33	1	4,800
34	1	4,800
35	1	4,800
36	1	4,800
37	1	4,800
38	1	11,586

Lot Area Table		
Lot #	Block #	Square Feet
1	J	8,605
2	J	7,371
3	J	7,357
4	J	6,000
5	J	8,413
6	J	7,106
7	J	6,000
8	J	6,000
9	J	6,000
10	J	6,000
11	J	6,000
12	J	6,000
13	J	6,000
14	J	6,000
15	J	6,000
16	J	6,000
17	J	6,000
18	J	6,311
19	J	6,762
20	J	7,105
21	J	10,516

Lot Area Table		
Lot #	Block #	Square Feet
22	J	6,751
23	J	5,586
24	J	5,349
25	J	5,112
26	J	4,897
27	J	4,805
28	J	4,800
29	J	4,800
30	J	4,800
31	J	4,800
32	J	4,800
33	J	4,800
34	J	4,800
35	J	4,800
36	J	4,800
37	J	4,800
38	J	4,800
39	J	5,309
40	J	5,661
41	J	6,276
42	J	6,396

Lot Area Table		
Lot #	Block #	Square Feet
1	K	10,246
2	K	8,200
3	K	8,200
4	K	7,054
5	K	6,474
6	K	6,474
7	K	6,474
8	K	6,474
9	K	6,474
10	K	7,314
11	K	5,719
12	K	4,879
13	K	4,879
14	K	4,879
15	K	4,879
16	K	4,879
17	K	4,879
18	K	4,989
19	K	5,244
20	K	8,640

Lot Area Table		
Lot #	Block #	Square Feet
1	L	6,976
2	L	6,000
3	L	6,000
4	L	6,000
5	L	6,000
6	L	6,000
7	L	6,000
8	L	6,000
9	L	6,000
10	L	6,000
11	L	6,000
12	L	6,000
13	L	6,000
14	L	6,000
15	L	6,000
16	L	6,000
17	L	6,000
18	L	6,000
19	L	7,420
20	L	6,266

Lot Area Table		
Lot #	Block #	Square Feet
21	L	6,752
22	L	7,521
23	L	8,671
24	L	6,902
25	L	6,533
26	L	7,787
27	L	6,952
28	L	6,047
29	L	8,860
30	L	9,505
31	L	7,924
32	L	7,924
33	L	7,346
34	L	6,331
35	L	6,783
36	L	6,783
37	L	6,783
38	L	6,450

Lot Area Table		
Lot #	Block #	Square Feet
1	M	9,650
2	M	6,483
4	M	6,133
5	M	6,099
6	M	6,266
7	M	6,626
8	M	6,969
9	M	7,102
10	M	7,110
11	M	7,110
12	M	7,111
13	M	7,111
14	M	6,000
15	M	6,000
16	M	6,000
17	M	5,845

Lot Area Table		
Lot #	Block #	Square Feet
1	O	8,100
2	O	6,306
3	O	6,306
4	O	8,445
5	O	9,233
6	O	5,624
7	O	4,811
8	O	4,800
9	O	4,800
10	O	4,800
11	O	4,800
12	O	4,800
13	O	4,800
14	O	4,800
15	O	4,800

Lot Area Table		
Lot #	Block #	Square Feet
16	O	4,800
17	O	5,642
18	O	5,773
19	O	4,932
20	O	4,932
21	O	4,932
22	O	4,932
23	O	4,932
24	O	4,932
25	O	5,107
26	O	5,325
27	O	5,552
28	O	5,800
29	O	6,052

Lot Area Table		
Lot #	Block #	Square Feet
17	W	6,600
18	W	6,000
19	W	6,000
20	W	6,000
21	W	6,000
22	W	6,000
23	W	6,000
24	W	6,000
25	W	6,000
26	W	6,000
27	W	6,000
28	W	6,000
29	W	6,000
30	W	6,000

Lot Area Table		
Lot #	Block #	Square Feet
1	W	6,000
2	W	6,001
3	W	6,129
4	W	6,629
5	W	5,320
6	W	4,918
8	W	4,800
9	W	4,800
10	W	4,800
11	W	4,800
12	W	4,800
13	W	4,800
14	W	4,800
15	W	4,800
16	W	5,400

Lot Area Table		
Lot #	Block #	Square Feet
2	✓	5,089
3	✓	5,123
4	✓	4,800
5	✓	4,800
6	✓	4,800
7	✓	4,800
8	✓	4,800
9	✓	4,800
10	✓	5,400
11	✓	5,481
12	✓	4,881
13	✓	4,881
14	✓	4,881
15	✓	4,881
16	✓	4,881
17	✓	4,881
18	✓	4,881
19	✓	4,881

Lot Area Table		
Lot #	Block #	Square Feet
1	P	8,467
2	P	7,805
3	P	8,197
4	P	6,818
5	P	8,472
6	P	8,102
7	P	6,000
8	P	6,000
9	P	6,000
10	P	6,000
11	P	6,000
12	P	6,000
13	P	6,000
14	P	6,000
15	P	6,000
16	P	6,000
17	P	6,000

Lot Area Table		
Lot #	Block #	Square Feet
18	P	6,842
19	P	5,642
20	P	4,800
21	P	4,800
22	P	4,800
23	P	4,800
24	P	4,800
25	P	4,800
26	P	4,800
27	P	4,800
28	P	4,800
29	P	4,800
30	P	5,285
31	P	5,646
32	P	6,247
33	P	11,281

Lot Area Table		
Lot #	Block #	Square Feet
1	Q	6,778
2	Q	6,097
3	Q	6,153
4	Q	6,153
5	Q	6,153
6	Q	6,153
7	Q	6,153
8	Q	6,153
9	Q	6,153
10	Q	6,086
11	Q	6,000
12	Q	6,000
13	Q	6,000
14	Q	6,000
15	Q	6,000

Lot Area Table		
Lot #	Block #	Square Feet
1	R	6,516
2	R	6,437
3	R	6,128
4	R	6,172
5	R	6,172
6	R	6,172
7	R	6,172
8	R	6,172
9	R	6,172
10	R	6,097
11	R	6,000
12	R	6,000
13	R	6,000
14	R	8,400
15	R	6,000
16	R	6,000
17	R	8,400

Lot Area Table		
Lot #	Block #	Square Feet
18	R	4,800
19	R	4,800
20	R	4,800
21	R	4,800
22	R	4,906
23	R	4,951
24	R	4,951
25	R	4,951
26	R	4,951
27	R	4,951
28	R	4,951
29	R	4,951
30	R	4,897
31	R	5,077
32	R	5,128
33	R	5,128
34	R	5,128

Lot Area Table		
Lot #	Block #	Square Feet
1	S	6,000
2	S	6,000
3	S	6,000
4	S	6,000
5	S	6,000
6	S	6,000
7	S	6,000
8	S	6,000
9	S	6,000
10	S	6,000
11	S	6,000
12	S	6,000
13	S	6,000
14	S	6,000
15	S	6,000
16	S	6,000
17	S	6,000
18	S	6,000
19	S	6,000
20	S	6,000
21	S	6,600

Lot Area Table		
Lot #	Block #	Square Feet
1	T	5,054
2	T	5,054
3	T	5,054
4	T	5,043
5	T	4,892
6	T	4,974
7	T	4,974
8	T	4,974
9	T	4,974
10	T	4,974
11	T	4,974
12	T	4,922
13	T	4,800
14	T	4,800
15	T	4,800
16	T	4,800
17	T	8,400
18	T	6,000
19	T	6,000
20	T	8,400

Lot Area Table		
Lot #	Block #	Square Feet
21	T	4,800
22	T	4,800
23	T	4,800
24	T	4,800
25	T	4,937
26	T	4,995
27	T	4,995
28	T	4,995
29	T	4,995
30	T	4,995
31	T	4,945
32	T	4,963
33	T	5,019
34	T	5,019
35	T	5,019

Lot Area Table		
Lot #	Block #	Square Feet
1	U	4,984
2	U	4,984
3	U	4,984
4	U	4,980
5	U	4,919
6	U	5,036
7	U	5,036
8	U	5,036
9	U	5,036
10	U	4,995
11	U	4,800
12	U	4,800
13	U	4,800
14	U	4,800
15	U	4,800
16	U	4,800
17	U	5,400

Lot Area Table		
Lot #	Block #	Square Feet
18	U	5,400
19	U	4,800
20	U	4,800
21	U	4,800
22	U	4,800
23	U	4,800
24	U	4,800
25	U	5,047
26	U	5,098
27	U	5,098
28	U	5,098
29	U	4,917
30	U	4,800
31	U	4,800

APPROVED
January 25, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

OWNER	DEVELOPER / APPLICANT	ENGINEER / SURVEYOR
TFCC Coyote, LLC 22 St. Clair Avenue East Suite 200 Toronto, ON, Canada M6B1R5 Telephone (416) 792-4708 Contact: Seth Greenspan, VP	Starlight Homes Texas, LLC 1800 Valley View Lane, Suite 100 Farmers Branch, TX 75234 Telephone (214) 616-6887 Contact: Daniel Satsky	Sparks Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Matt Dorsett
Scale: 1" = 100' December 8, 2021 SEI Job No. 21-123		SHEET 4 OF 5

EXHIBIT A
4 OF 5

\\3202.085\\31-123\\P&L\\T&A\\Draw_Signed By: Dapagata Date: 12/23/2021 12:07 PM
11:59:07 AM
\\3202.085\\31-123\\P&L\\T&A\\Draw_Signed By: Dapagata Date: 12/23/2021 12:07 PM

STATE OF TEXAS §
COUNTY OF COLLIN §

OWNER'S CERTIFICATE

TRACT 1

Being a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559 and the Henry Brantley Survey, Abstract No. 71, Collin County, Texas, being all of a tract conveyed to Isleworth Management, Inc., by deeds recorded in Document No.'s 20130903001244000 and 20170728000994210 of the Deed Records of Collin County, Texas, and being all of a tract conveyed to Gande-Suggala Family Trust,, by deed recorded in Document No. 20201120002078510 of the Deed Records of Collin County, Texas, and being all of a tract conveyed to Mark Frederick Miller, by deed recorded in Document No. 20160318000324100, Deed Records of Collin County, Texas, collectively being more particularly described as follows:

BEGINNING at the most southeastern corner of said Isleworth Management tract (20130903001244000) and the northeast corner of a tract of land conveyed to Ralph E. Graham, III and David J. Graham, by deed recorded in Document No. 20070413000503260, Deed Records of Collin County, Texas;

THENCE, N 88°05'51" W, 288.90 feet to the northwest corner of said Graham tract and lying in the east right-of-way line of T and O Railroad;

THENCE, N 00°46'23" E, 2167.43 feet along said T and O Railroad to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 07°55'44", a radius of 3044.23 feet, a chord of N 03°15'12" W - 420.94 feet, an arc length of 421.28 feet to the southwest corner of a tract of land conveyed to Wal-Mat, Inc., by deed recorded in Volume 5844, Page 1650, Deed Records of Collin County, Texas;

THENCE, S 89°20'00" E, 189.36 feet to the beginning of a tangent curve to the right;

THENCE around a tangent curve to the right having a central angle of 19°19'48", a radius of 930.00 feet, a chord of S 79°40'05" E - 312.27 feet, an arc length of 313.76 feet the southeast corner of said Wal-Mat tract;

THENCE, N 20°19'16" E, 130.00 feet to the south line of Block A of Sweetwater Crossing, an addition to the City of Anna, according to the plat recorded in Volume R, Page 197, Plat Records of Collin County, Texas;

THENCE, S 89°15'24" E, 558.34 feet to the northeast corner of said Isleworth Management tract (20130903001244000) and common northwest corner of said Isleworth Management tract (20170728000994210);

THENCE, S 89°20'00" E, 381.91 feet to the northeast corner of said Isleworth Management tract (20170728000994210) and the northwest corner of a tract of land conveyed to Gande-Suggala Family Trust, by deed recorded in Document No. 20201120002078510, Deed Records of Collin County, Texas;

THENCE, S 89°22'44" E, 478.62 feet to the northeast corner of said Gande-Suggala tract and common northwest corner of said Miller tract;

THENCE, S 89°18'38" E, 402.24 feet to 1/2 inch iron rod found at the northeast corner of said Miller tract and the common northwest corner of a tract of land conveyed to David and Nely Johnson Revocable Trust, by deed recorded in Document No. 20181126001443680, Deed Records of Collin County, Texas;

THENCE, S 02°12'50" W, 867.04 feet to the southwest corner of said Johnson tract and the northwest corner of a tract of land conveyed to Mahavir Semwal and Vandana Semwal, by deed recorded in Document No. 20150629000780840, Deed Records of Collin County, Texas;

THENCE, S 01°57'36" W, 723.11 feet to a point at the northeast corner of a tract of land conveyed to Rodney Wayne Kanady, by deed recorded in Document No. 20170804001039210, Deed Records of Collin County, Texas;

THENCE, N 87°57'19" W, 188.81 feet to a point at the northwest corner of said Kanady tract;

THENCE, S 02°02'42" W, 578.10 to the southwest corner of said Kanady tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'11" W, 212.50 feet to the southeast corner of a tract of land conveyed to Richard Beazley, by deed recorded in Document No. 20170818001110510, Deed Records of Collin County, Texas;

THENCE, N 02°03'20" E, a distance of 465.60 feet to a 5/8 inch iron rod found at the northeast corner of said Beazley tract and the most eastern southeast corner of said Gande-Suggala Family Trust;

THENCE, S 89°09'51" W, 249.10 feet to a 5/8 inch iron rod found at the northwest corner of said Beazley tract;

THENCE, S 02°03'20" W, 467.15 feet to a 5/8 inch iron rod found at the southwest corner of said Beazley tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'05" W, 60.08 feet to a 5/8 inch iron rod found;

THENCE, N 02°03'20" E, 667.79 feet to a 5/8 inch iron rod found;

THENCE, S 89°09'51" W, 169.90 feet to the east line of said Isleworth Management tract;

THENCE, S 02°03'20" W, 667.71 feet to the north right-of-way line of Houston Street (variable width right-of-way);

THENCE, S 89°06'33" W, along said north right-of-way line of Houston Street, passing at a distance of 390.45 feet the southwest corner of said Isleworth Management tract (20170728000994210) and common southwest corner of said Isleworth Management tract (20130903001244000) and continuing a total distance of 759.84 feet to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 87°11'14", a radius of 362.75 feet, a chord of S 45°30'53" W - 500.26 feet, an arc length of 552.00 feet;

THENCE, S 01°57'50" W, 105.17 feet to the POINT OF BEGINNING with the subject tract containing 4,831,475 square feet or 110.915 acres of land.

TRACT 2

BEING a tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of a tract (Tract Two) conveyed to The Jerry L. and Wanda L. Wynn Revocable Living Trust, by deed recorded in Volume 5014, Page 796 of the Collin, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod found at the northwest corner of Villarreal Addition, an addition to the City of Anna, Collin County, Texas, according to the map or plat thereof recorded in Instrument No. 20080919010003360, Official Public Records of Collin County, Texas and lying in the south right-of-way line of Houston Street (variable width right-of-way) and being the northeast corner of the herein described tract of land;

THENCE, S 02°04'33" W, 1876.77 feet along the west line of said Villarreal Addition to a 3/8 inch iron rod found lying in the north line of a tract of land conveyed to MJLA Adams, Ltd., by deed recorded in Instrument No. 20110505000462590, Official Public Records of Collin County, Texas;

THENCE, N 88°29'18" W, passing at a distance of 772.76 feet the northeast corner of a tract of land conveyed to Ann J. Ashmore, by deed recorded in Volume 2398, Page 900, Deed Records of Collin County, Texas and continuing along said Ashmore tract a total distance of 1012.76 feet to the northwest corner of said Ashmore tract and lying in the east right-of-way line of E. Hackberry Lane (variable width right-of-way);

THENCE along said east right-of way line of E. Hackberry Lane, the following courses and distances:

N 02°08'33" E, 1581.50 feet;

N 19°06'33" E, 149.30 feet;

N 48°40'33" E, 130.50 feet;

THENCE, N 76°51'33" E, 135.10 feet along said south right-of-way line of Houston Street;

THENCE, N 89°11'33" E, 742.90 feet along said south right-of-way line of Houston Street to the POINT OF BEGINNING with the subject tract containing 1,861,237 square feet or 42.728 acres of land.

THE total subject tracts 1 and 2 containing 6,692,712 square feet or 153.643 acres of land.

Centerline Curve Table						
Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C1	339.97'	942.30'	171.85'	338.13'	S79°39'59"E	20°40'17"
C2	662.02'	830.00'	349.75'	644.61'	S67°09'08"E	45°41'59"
C3	147.65'	830.00'	74.02'	147.45'	S49°23'54"E	10°11'32"
C4	190.87'	300.00'	98.79'	187.67'	N20°11'13"E	36°27'14"
C5	169.38'	600.00'	85.26'	168.82'	N06°07'39"W	16°10'30"
C6	167.98'	300.00'	86.26'	165.80'	N01°49'35"E	32°04'57"
C7	335.23'	760.00'	170.39'	332.52'	S81°05'43"E	25°16'21"
C8	463.03'	1200.00'	234.43'	460.16'	S79°45'12"E	22°06'29"
C9	404.77'	250.00'	262.38'	361.99'	S44°25'25"E	92°46'03"
C10	233.71'	3019.93'	116.91'	233.65'	N01°30'54"W	4°26'03"
C11	202.27'	470.00'	102.73'	200.71'	S78°58'09"E	24°39'28"
C12	48.32'	200.00'	24.28'	48.20'	N18°26'18"E	13°50'35"
C13	217.96'	300.00'	114.04'	213.20'	N12°54'12"E	41°37'37"
C14	180.77'	300.00'	93.22'	178.05'	N16°27'17"E	34°31'27"
C15	86.91'	300.00'	43.76'	86.60'	S07°35'49"E	16°35'52"
C16	86.91'	300.00'	43.76'	86.60'	S07°35'49"E	16°35'52"
C17	86.91'	300.00'	43.76'	86.60'	S09°00'03"W	16°35'52"
C18	86.91'	300.00'	43.76'	86.60'	S09°00'03"W	16°35'52"
C19	55.73'	75.00'	29.22'	54.46'	S21°59'20"W	42°34'25"
C20	37.15'	50.00'	19.48'	36.30'	S21°59'20"W	42°34'25"
C21	78.54'	25.00'	INFINITY	50.00'	S89°17'53"E	180°00'00"
C22	129.11'	300.00'	65.57'	128.11'	N13°01'51"E	24°39'28"
C23	165.03'	300.00'	84.66'	162.96'	S75°02'52"E	31°31'09"
C24	180.77'	300.00'	93.22'	178.05'	S73°32'43"E	34°31'27"

Lot Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C49	398.86'	905.00'	395.64'	N 81°06'20" W	25°15'07"
C50	407.08'	1055.00'	404.56'	S 79°45'12" E	22°06'29"
C51	79.33'	50.00'	71.27'	S 42°11'39" W	90°54'14"
C52	11.00'	55.00'	10.98'	N 19°37'21" E	11°27'32"
C53	2.28'	55.00'	2.28'	N 12°42'18" E	2°22'34"
C54	361.78'	1002.30'	359.82'	S 79°39'42" E	20°40'51"
C55	185.15'	770.00'	184.70'	N 83°06'49" W	13°46'36"
C56	303.67'	615.46'	300.60'	N 78°15'26" W	28°16'13"
C57	78.54'	50.00'	70.71'	N 70°21'35" E	90°00'00"
C58	190.83'	445.00'	189.37'	N 11°28'40" E	24°34'13"
C59	105.30'	155.00'	103.28'	S 11°33'06" W	38°55'24"
C60	78.54'	50.00'	70.71'	S 44°17'53" E	90°00'00"
C61	36.13'	11.50'	23.00'	S 89°17'53" E	180°00'00"
C62	27.12'	36.50'	26.50'	S 21°59'20" W	42°34'25"
C63	11.99'	5.00'	9.32'	N 68°00'40" W	137°25'35"
C64	157.08'	50.00'	100.00'	S 89°17'53" E	180°00'00"
C68	63.51'	200.00'	63.25'	N 81°42'36" W	18°11'41"

Centerline Line Table		
Line #	Length	Direction
L1	7.23	N86° 16' 04.19"E
L2	25.20	S43° 16' 32.02"W
L3	19.14	S59° 17' 18.07"E
L4	71.43	S87° 51' 26.81"E
L5	20.63	N77° 04' 33.19"E
L6	71.43	S87° 51' 26.81"E
L7	20.63	N77° 04' 33.19"E
L8	71.43	S87° 51' 26.81"E
L9	20.63	N77° 04' 33.19"E
L23	16.68	N38° 24' 49.97"E

Lot Line Table		
Line #	Length	Direction
L10	10.00'	S 59°59'42" E
L11	39.57'	N 17°52'04" E
L12	39.57'	N 17°52'04" E
L13	5.73'	S 64°38'25" E
L14	10.40'	N 61°44'49" E
L15	10.00'	N 61°44'49" E
L16	6.94'	S 43°16'32" W
L17	8.58'	N 77°04'33" E
L18	12.92'	N 77°04'33" E
L19	18.42'	N 77°04'33" E
L20	5.00'	N 03°09'51" W
L21	5.18'	N 89°09'51" E

Boundary Curve Table						
Curve #	Radius	Delta	Tangent	Length	Chord Bearing	Chord
BC1	3044.23'	7°55'44"	210.98'	421.28'	N03°15'12"W	420.94'
BC2	930.00'	19°19'48"	158.38'	313.76'	S79°40'05"E	312.27'
BC3	362.75'	87°11'14"	345.36'	552.00'	S45°30'53"W	500.26'

Boundary Line Table		
Line #	Length	Direction
BL1	149.30'	N 19°06'33" E
BL2	130.50'	N 48°40'33" E

VAM EASEMENT

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.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

TFCC COYOTE, LLC
A Texas Limited Liability Company

By: Starlight Homes Texas, LLC,
its Attorney-in-Fact

By: _____

Name: _____

Title: _____

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

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

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS

COUNTY OF COLLIN CITY OF ANNA

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

APPROVED
January 25, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
JANUARY 3, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT

COYOTE MEADOWS

731 SINGLE-FAMILY LOTS AND
26 COMMON AREA LOTS
153.643 GROSS ACRES

OUT OF THE
GUINN MORRISON-ABSTRACT NO. 559 AND
HENRY BRANTLEY SURVEY-ABSTRACT NO. 71
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

OWNER
TFCC Coyote, LLC
22 St. Clair Avenue East
Suite 200
Toronto, ON, Canada M6B1R5
Telephone (416) 792-4708
Contact: Seth Greenspan, VP

DEVELOPER / APPLICANT
Starlight Homes Texas, LLC
1800 Valley View Lane, Suite 100
Farmers Branch, TX 75234
Telephone (214) 616-6887
Contact: Daniel Satsky

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Matt Dorsett

Scale: 1" = 100' December 8, 2021 SEI Job No. 21-123

SHEET 5 OF 5



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointment of a Boards and Commissions Interview Committee. (City Secretary Carrie Land)

SUMMARY:

The Interview Committee consists of three Council Members to review Boards and Commissions appointments. They are to review applications, conduct interviews and bring appointment recommendations to Council.

The deadline for submitting applications is April 1 by 5:00 PM. Applications are available on the City website and in the City Secretary's Office.

Interviews will be conducted on Saturday, April 9th and Sunday, April 10th, beginning at 8:30 AM.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Appoint three Council Member to the 2022 Interview Committee.

ATTACHMENTS:

1. Appointments Calendar

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 1/20/2022
Final Approval - 1/21/2022

BOARDS AND COMMISSIONS APPOINTMENT CALENDAR

Dates are tentative and subject to change

January

Boards and Commissions application is updated. Application is placed on website and copies made for front office.

Current board and commission members, who will have served their term limits are identified. Staff liaisons are notified of those whose terms are complete.

Current board and commission members, whose terms expire May 31st and are eligible for reappointment are identified. Letters (with applications) are emailed to members asking if they wish to serve another term.

January 25

Mayor appoints 3 Members to the Interview Committee.

February-April

Brochures are mailed in utility bills during February billing cycles. *Work with Communications Manager and Mayor on article by Mayor.*

Article submitted to Newspaper in March. *Work with Communications Manager and Mayor on news article by Mayor.*

As applications are received, voter registration numbers are verified by City Secretary and addresses are verified by GIS Manager. Applications are then forwarded to City Attorney for background checks.

Applications are due April 1

Applications are provided to the Interview Committee for review as they are determined to be eligible to serve.

**April 9th
& 10th**

Interviews conducted by Interview Committee in April.

Email invitations to nominees to attend Council Meeting.

Email invitations to termed out members to attend Council meeting for recognition and certificates (signed by Mayor). Exhibit

May

May 17

Recommendations are presented to Council by Interview Committee, ***night of canvass per Mayor Pike in 2021.***

Appointments are held by City Council.

Boards and Commissions Training/Orientation.

Letters of appointment or reappointment are emailed to appointees along with training information, Ethics Policy Acknowledgement and Code of Conduct.

Acknowledgement letters are sent to those not selected asking them to apply again next year. (Signed by City Secretary's office).

BOARDS AND COMMISSIONS APPOINTMENT CALENDAR

Dates are tentative and subject to change

New rosters for each board or commission are sent to each staff liaison. City Secretary's office keeps master copies of rosters and applications in case of vacancies through the year.

Website updated for each board.

City Secretary or Notary administers oaths to each new board/commission member.

City of Anna Charter

ARTICLE 8—BOARDS AND COMMISSIONS SECTION

8.01 Authority, Composition and Procedures

(a) The City Council may create, establish or appoint, as may be required by state law or this Charter, or deemed desirable by the City Council, such boards, commissions and committees as it deems necessary to carry out the functions and obligations of the City. The City Council may, by ordinance or resolution, prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission and committee where such are not prescribed by law or this Charter.

(b) Individuals who are qualified voters in the City may be appointed by the City Council to serve on one or more boards, commissions or committees. Such appointees serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission or committee serve without compensation but may be reimbursed for actual expenses as approved by the City Council.

(c) All boards, commissions or committees of the City must keep and maintain minutes of any proceedings held and must submit a written report of such proceedings to the City Council no more than three weeks following each meeting.

(d) No City officer or employee nor any person who holds a compensated appointive position with the City may be appointed to any board, commission or committee created or established by this Charter other than in an advisory capacity.

(e) Any member of a board, commission or committee who is absent from three consecutive regular meetings, or 25% of regularly scheduled meetings during the 12-month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, must forfeit his or her position on the board, commission, or committee.



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 1/25/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving an Incentive Agreement for new Economic Development with Anna Investments Group, LLC. (Director of Economic Development Joey Grisham)

SUMMARY:

Anna Investments Group, LLC is planning to construct a Dairy Queen restaurant in Anna and is asking for assistance with impact fees. Staff is recommending a grant of \$53,187 (amount of water/wastewater/irrigation impact fees) to be paid once the group meets the incentive requirements: invest at least \$1 million, create at least 10 jobs, and receive a CO within nine months of execution of the Agreement.

FINANCIAL IMPACT:

The grant is for \$53,187.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Resolution
2. DQ Incentive Agreement C03029D20220119CR1_Rev1

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 1/21/2022
Final Approval - 1/21/2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING AN INCENTIVE AGREEMENT WITH ANNA INVESTMENTS GROUP,
LLC.**

WHEREAS, the City of Anna, Texas (the “City”) desires to provide a grant in support of a community development project that will create and retain jobs, and that will result in new capital investment within the corporate limits of the City of Anna, Texas; and

WHEREAS, the new Dairy Queen Restaurant will create jobs with at least a \$1,000,000 capital investment; and

WHEREAS, the City has found that the Project will promote new or expanded business enterprises; and

WHEREAS, the City is authorized to provide the grant under Chapter 380 of the Texas Local Government Code;

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

SECTION 1. Findings. The findings set forth above are incorporated herein for all purposes as if set forth in full.

SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves the Incentive Agreement for New Economic Development with Anna Investments Group, LLC and the City of Anna, Texas (“Agreement”) attached hereto as Exhibit A, incorporated herein for all purposes, and authorizes the Mayor to execute the same on its behalf, subject to approval as to form by legal counsel for the City, said Agreement to be effective upon its passage and as set forth in said Agreement.

SECTION 2. Administration

The City hereby authorizes the City Manager or his designee to administer the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this the__day of_____, 2022.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this “Agreement”) is entered into by and between the City of Anna, Texas (the “City”) and Anna Investments Group, LLC, a Texas limited liability company (“Developer”).

WHEREAS, Developer owns real property consisting of approximately 0.711 acres and described and depicted in further detail in the attached **Exhibit A** (the “Property”); and

WHEREAS, the Property is currently undeveloped and the Developer plans to develop the Property and use the Property solely as the site for a Dairy Queen restaurant with a minimum of 2,200 square feet of indoor customer seating (the “Restaurant”); and

WHEREAS, a proposed site plan of the Property is attached hereto as **Exhibit B**, which sets forth the layout of parking lots, traffic areas, fire lanes, buildings, and other development aspects planned for Development; and

WHEREAS, it is projected that the location and operation of the Restaurant in the City will directly create a minimum of 10 jobs; and

WHEREAS, the City recognizes the positive economic impact that Restaurant will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

WHEREAS, as an incentive to develop the Restaurant, the Developer has requested a monetary payment from the City (the “Incentive Grant”) and the City is willing to pay the Incentive Grant under and subject to the terms and conditions of this Agreement.; and

WHEREAS, the City is authorized to grant the Incentive Grant under Chapter 380 of the Texas Local Gov’t Code;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the City and Developer agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the City of Anna, Texas City Council (“City Council”) has approved and adopted this Agreement; and (2) Developer has duly executed this Agreement and delivered same to the City.

Section 2. Term and Termination.

2.01 The term of this Agreement shall commence on the Effective Date and it shall continue in effect until such time as the parties have fulfilled their obligations hereunder, unless terminated earlier under the provisions of this Agreement.

2.02 The City may, at its sole discretion, terminate this Agreement if Developer defaults by: (1) failing to timely commence construction of the Restaurant in accordance with Section 4.01; (2) by failing to timely obtain a Certificate of Occupancy in accordance with Section 4.01; (3) by failing to timely pay the Capital Improvement Cost in accordance with Section 4.01; and (4) otherwise breaching its obligations or warranties under this Agreement. If this Agreement is terminated by the City under this paragraph, then the City shall have no obligation to pay the Incentive Grant to Developer. The City may cause this Agreement to terminate by following the notice and cure provisions set forth in Section 8.08 and 8.09 of this Agreement.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Capital Improvement Cost” means actual cost(s) incurred and paid by Developer to construct the Restaurant in an amount of not less than \$1,000,000.

“Certificate of Occupancy” means a document entitled “Certificate of Occupancy” (or other similar title) issued by City upon substantial completion of the Restaurant in accordance with applicable City Regulations that permits the Restaurant to operate. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, but shall include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

“City Code” means the Anna City Code of Ordinances.

“City Council” means the governing body of the City of Anna, Texas.

“City Manager” means the City Manager of the City of Anna, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

“Commence Construction” means to obtain a building permit from the City and commence the work of constructing any part of the vertical structure composing any part of the Restaurant.

“Development” means the Development including the construction of Public Improvements necessary to serve the Property, the features shown on the site plan attached herein as **Exhibit B**, and the construction of the Restaurant.

“Effective Date” means the date described in Section 1 of this Agreement.

“Incentive Grant” means the dollar amount of \$53,187.

“Incentive Grant Period” means a time period that shall start on the Effective Date and end upon the expiration of two years after the Effective Date.

“Parties” mean the City and Developer.

“Public Improvements” mean those certain utility, roadway, drainage and other improvements that Developer is required to construct/install and dedicate to the City.

Section 4. Developer Obligations. The obligations set forth in this Section 4 are conditions for the Developer to receive the Incentive Grant.

4.01. Construction, Location, and Operation of the Restaurant; Required Expenditure. The Restaurant shall be located within the Property consistent with the site plan attached hereto as **Exhibit B**. The Deadline for Developer to Commence Construction of the Restaurant is 90 days after the Effective Date. The Deadline for Developer to obtain a Certificate of Occupancy for the Restaurant is 270 days after the Effective Date. The Deadline for Developer to pay the Capital Improvement Cost is 270 days after the Effective Date.

4.02. Public Improvements Generally. Developer shall provide or cause to be provided all Public Improvements, and any required or necessary public improvement not identified in this Agreement that are required by City Regulations in connection with Development, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City’s engineer or his or her agent. Developer shall cause the timely installation of such improvements 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 must be approved by the City’s engineer or his or her agent prior to approval of a final plat of any portion of the Development. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.03. 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 Designer's engineer, his officers, agents, servants or employees.

4.04. Insurance.

(a) Developer shall or shall cause the construction contractor(s) that will perform the construction work related to the Public Improvements to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements 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 Improvements construction contracts, whether by Developer, a contractor, subcontractor, materialman, or otherwise.

(b) Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.05. Developer Pays All Fees and Costs. Developer shall timely pay, or cause third parties to timely pay, its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, development fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, inspection fees, impact fees, insurance premiums, interest, carry cost, financing fees and all other fees, costs and expenses incurred in connection with the construction of the Public Improvements.

4.06. City Regulations. Developer acknowledges that Development must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the

applicable City Regulations shall control.

Section 5. Incentive Grant.

Provided that the City has not terminated or initiated termination of this Agreement under Section 2.02, the City hereby approves the payment of the Incentive Grant to the Developer, which shall be paid to Developer within 30 days after Developer obtains a Certificated of Occupancy for the Restaurant.

Section 6. Buy Local Provision.

6.01. Developer agrees to use its commercially reasonable efforts to give preference and priority to local manufacturers, suppliers, contractors, and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

6.02. For the purposes of this section, the term “local” as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50-mile radius of Collin County.

Section 7. Warranties. The accuracy of the warranties set forth in this Section 7 are conditions for the Incentive Grant to continue to be in effect. Developer shall notify the City if and when any of the following warranties are no longer accurate. The failure to so notify the City is a material breach of this Agreement. Developer warrants and represents to the City the following:

7.01. Developer is a Texas limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas. Developer has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

7.02. Developer has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

7.03. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

7.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.

7.05. In accordance with Chapter 2264 of the Texas Government Code, Developer certifies that neither it, nor a branch, division, or department of Developer, will

ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Developer shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the City notifies Developer in writing of the violation. The Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

7.06. No litigation or governmental proceeding is pending or, to the knowledge of Developer and its general partner and officers, is threatened against or affecting Developer, or the Development or the Property, that may result in any material adverse change in Developer's business, properties or operation.

7.07. Developer shall not be in breach of any other contract by entering into and performing this Agreement. Developer shall amend or enter into any other contract that may be necessary for Developer to fully and timely perform its obligations under this Agreement.

Section 8. Miscellaneous.

8.01. Compliance with Laws. Developer shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

8.02. Non-Discrimination. Developer covenants and agrees that Developer will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

8.03. Time Periods. Time is of the essence in the performance of this Agreement.

8.04. 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 equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) adverse weather

conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (e) epidemics or pandemics or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (f) labor shortages or moratoriums; (g) fire or other material casualty; (h) mechanical failure of equipment; (i) utility delays or interruptions; (j) any emergency event that threatens imminent harm to property or injury to persons; (k) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, 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 continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

8.05. Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City Council and the City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with Developer by reason of controlling, being controlled by, or being under common control with Developer or to a third-party lender advancing funds for the construction or operation of Public Improvements. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of City Council or the City to such an assignment will be required. Developer agrees to provide the City with written notice of any such assignment. The foregoing notwithstanding, any assignment of Developer's rights under this Agreement shall not release Developer from its obligations hereunder.

8.06. INDEMNITY. DEVELOPER COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS 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 FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) 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 THAT RELATE IN ANY MANNER TO DEVELOPER'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION, OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND DEVELOPER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 8.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

8.07. Events of Default by Developer. In addition to other events of default by Developer set forth in this Agreement, each of the following events constitute a default of this Agreement by Developer:

- (a) The City reasonably and in good faith determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the City or the City in connection with this Agreement was incorrect or misleading in any material respect when made.
- (b) Any attachment or other levy against the Development or any portion thereof with respect to a claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 days.
- (c) Developer makes an assignment for the benefit of creditors.
- (d) Developer files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.
- (e) If taxes owed to the City by Developer become delinquent, and Developer fails to timely and properly follow the legal procedures for protest or

contest.

- (f) Developer fails to timely, fully and completely comply with any one or more of the deadlines, material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

8.08. Notice of Default. Should the City determine that Developer is in default according to the terms of this Agreement, the City shall notify Developer in writing of the event of default, and provide 30 days from the date of the notice (“Cure Period”) for Developer to cure the event of default; provided, however, in the event if such event of default is not able to be cured within such 30-day period, Developer shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed 60 days from the date of notice from the City. Should the City fail to timely, fully and completely comply with any one or more of its obligations under this Agreement, such failure shall be an act of default by the City and the City shall have sixty 60 days to cure and remove the Default after receipt of written notice to do so from Developer.

8.09. Results of Uncured Default by Developer. After exhausting good faith attempts to address any default during the Cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of Developer, as determined by the City, the Developer shall pay the City its reasonable attorney fees and costs of court to collect amounts due to enforce or terminate this Agreement. Upon full payment by Developer of all sums due, the City and Developer shall have no further obligations to one another under this Agreement. Neither the City nor Developer may be held liable for any special or consequential damages.

8.10. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Developer’s default may not be considered an estoppel against the City. It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

8.11. Limitation of Remedies. Developer specifically agrees that the City shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the City under the terms of this Agreement.

8.12. Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

DEVELOPER:

Anna Investments Group, LLC
Attn: Tipoo Hossain
6704 Cheswick Court
Parker, TX 75002

CITY:

City of Anna
Attn.: City Manager
P.O. Box 776,
Anna, Texas 75409-0776

Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

8.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Legal Description of the Property
Exhibit B, Restaurant Site Plan

8.14. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

8.15. Relationship of Parties. In performing this Agreement, both the City and Developer will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturer, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the City or the City have any control over or charge of Developer's design, construction or installation of any of the infrastructure or public improvements that are the subject of this Agreement, 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.

8.16. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

8.17. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

8.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

8.19. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. 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.

8.20. Sole Agreement. This Agreement constitutes the sole agreement between the City and Developer as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

8.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

8.22. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

8.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

8.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

ANNA INVESTMENTS GROUP, LLC, a Texas limited liability company

By: _____
Chowdhury Hossain, its Manager

State of Texas
County of Dallas

Before me, on this day personally appeared Tipoo Hossain known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her capacity as Manager of Anna Investments Group, LLC, a Texas limited liability company for the purposes and consideration therein expressed and on behalf of said company.

Given under my hand and seal of office this _____ day of _____ 2022.

Notary – State of Texas

CITY OF ANNA, TEXAS

By: _____
Nate Pike, Mayor

State of Texas
County of Collin

Before me, on this day personally appeared Nate Pike known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of Anna, Texas.

Given under my hand and seal of office this _____ day of _____ 2022.

Notary – State of Texas

Exhibit A

Legal Description of the Property

Restaurant Site Plan

GENERAL SITE NOTES:

ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CITY OF ANNA AND COLLIN COUNTY, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION CODES, STANDARDS AND SPECIFICATIONS.

ANY CITY OF ANNA OR COLLIN COUNTY, TEXAS, INFRASTRUCTURE (ABOVE OR BELOW GRADE, VISIBLE OR NOT) OR PROPERTY DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY AND COUNTY.

ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE LOCAL, STATE, AND FEDERAL CODE REQUIREMENTS. WHEN CODES ARE IN CONFLICT, THE MORE STRINGENT SHALL APPLY.

ALL SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), OR AS OTHERWISE SPECIFIED. INSTALLATION OF ALL SIGNS SHALL BE GOVERNED BY LOCAL CODES.

THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL EXISTING UTILITIES LOCATED AND PROTECTED DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER AT LEAST THREE (3) DAYS PRIOR TO ANY SITE WORK FOR IDENTIFICATION OF EXISTING UTILITIES.

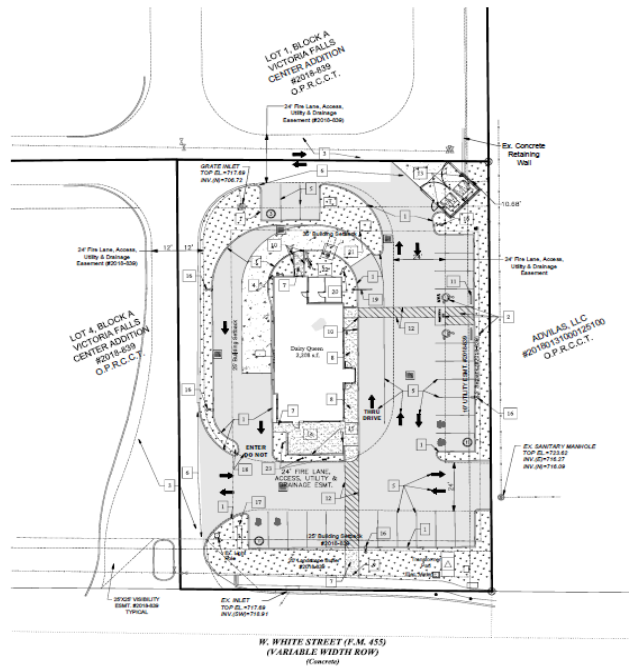
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE PROJECT SITE BEFORE BEGINNING CONSTRUCTION.

CIVIL SITE KEY NOTES:

- | | | |
|----|--|--|
| 1 | PROPOSED 6" PVC BARRICADE CURB, SEE DETAIL. | |
| 2 | PROPOSED ACCESSIBLE PARKING SLAB, STRIPING AND SIGNAGE, SEE DETAIL. | |
| 3 | PROPOSED SIDEWALK AND PAVEMENT TO REMAIN CONTRACTOR TO PROTECT IN PLACE. | |
| 4 | PROPOSED PIPE BOLLARD, SEE DETAIL. | |
| 5 | PROPOSED 4" WHITE PARKING SLAB, STRIPING AND WHITE PAVEMENT MARKING, TRAFFIC WHITE PAINT FOR DETAILS, SEE PLAN FOR TYPICAL DIMENSIONS. | |
| 6 | PROPOSED TO ASBESTOS DUSTING PAVEMENT TO MAKE SMOOTH TRANSITION TO NEW DUSTING PAVEMENT. | |
| 7 | PROPOSED CONCRETE SIDEWALK, CONTRACTOR SHALL CONSTRUCT TO MEET CURRENT ADA STANDARDS. | |
| 8 | PROPOSED THUNDERSONG CONCRETE SIDEWALK, CONTRACTOR SHALL CONSTRUCT TO MEET CURRENT ADA STANDARDS. | |
| 9 | PROPOSED DETECTABLE WARNING (ELEVATED DOWNS) TO MEET ADA STANDARDS, CONTRACTOR SHALL CONSTRUCT TO MEET ADA STANDARDS. | |
| 10 | PROPOSED PVC CURB TAPIR TO MATCH PAVEMENT AND/OR SIDEWALK, SEE DETAIL. | |
| 11 | PROPOSED CONCRETE PARKING BLOCK, SEE DETAILS. | |
| 12 | PROPOSED PEDESTRIAN ACCESS, CONTRACTING PAVEMENT FOR ADA STANDARDS. | |
| 13 | PROPOSED TRAFFIC/VEHICLE ENCLOSURE WITH PIPE BOLLARDS, SEE DETAILS AND STRUCTURE FOR DETAILS. | |
| 14 | PROPOSED OUTDOOR CONCRETE PAVED AREA. | |
| 15 | PROPOSED HANDRAIL, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 16 | PROPOSED PARKING LOT LIGHTING, SEE RET LIGHTING PLAN FOR DETAILS. | |
| 17 | PROPOSED PYLON SIGN, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 18 | PROPOSED DO NOT ENTER SIGN, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 19 | PROPOSED CLEARANCE BAR AND SIGN, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 20 | PROPOSED PREVIEW BOARD, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 21 | PROPOSED SPEAKER AND LOOP INDICATOR SYSTEM, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 22 | PROPOSED DRIVE THRU MENU BOARD, SEE ARCHITECTURAL PLANS FOR DETAILS. | |
| 23 | PROPOSED PAVED LIGHTING, SEE RET LIGHTING PLAN FOR DETAILS. | |

SITE PAVING LEGEND:

-  PROPOSED PCC CONCRETE PAVEMENT
(6" PCC/4" AB), SEE DETAIL.
-  PROPOSED PCC CONCRETE SIDEWALK
(4" PCC/4" AB), SEE DETAIL.
-  PARKING LOT-PROPOSED ASPHALT
(3" AC/6" AB), SEE DETAIL.
-  PROPOSED LANDSCAPE/GRASS AREA-EXISTING TREES
SEE LANDSCAPE PLAN



Architect:
JDS
JOHN C. JONES GROUP
10000 WILLOW COUNTRY ROAD, SUITE 200
DALLAS, TEXAS 75243
Tel: (214) 440-1000
WWW.JDSGROUP.COM
E-MAIL: JONES@JDSGROUP.COM

Civil Engineer:

RDC

REYLING DESIGN & CONSULTING

4016 Boardwalk | Smithton, IL | 62205
info@rdcdesign.com



ENGINEER OF RECORD:
Todd J. Rayling, PE
Texas PE: 139026

[illegible]

PROJECT NUMBER: 21-128

New Ground-Up Building:
DAIRY QUEEN
Lot 5R
W. White Street
Anna, TX 75409
Collin County

Civil Site
Plan
C200