

AGENDA

City Council Meeting



Tuesday, July 28, 2020 @ 6:30 PM

**Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on July 28, 2020, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), 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 Council regarding an item that is not on this meeting agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry. The public will be permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting. We are encouraging neighbors, who wish to speak, to complete a Speaker Registration Form and submit to City Secretary Carrie Land (cland@annatexas.gov) by 5:00 PM so it may be read into the record. The form is found on the website at the following link: <https://www.annatexas.gov/DocumentCenter/View/2233/Council-Speaker-Sign-In-Sheet?bidId=>

4. **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). Utility Operations Expenses; Property Acquisition

- b. 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).
- c. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).
- d. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072). Property Acquisition

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.

- 5. 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.

6. **Work Session.**

- a. Presentation and discussion on FY20/21 Budget
- b. Update and discussion on property acquisition and engineering design on Hackberry Lane.
- c. Solid Waste Disposal Rate Update

7. **Reports.**

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

- a. Recognition of the City of Anna for being awarded the American Public Works Association (APWA) Texas Project of the Year - Structures Less than \$2 Million - for the Sherley Heritage Park Community Build Playground.
- b. Recognition of Kevin Martin, Code Compliance Manager, for being awarded Code Professional of the Year by the Building Officials Association of Texas.

8. **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 Council Meeting Minutes for June 30, 2020 and July 14, 2020. (City Secretary Carrie L. Land)

- b. Approve a Resolution Approving the 2020 Annual Assessment Plan Update and Assessment Roll for Public Improvements for the Hurricane Creek Public Improvement District (Finance Director Dana Thornhill)
- c. Approve the Quarterly Investment Report for Quarter Ending June 30,2020 (Finance Director Dana Thornhill)
- d. Approve a Resolution authorizing the City Manger to enter into a contract with Flock Safety, Inc. for the purchase, installation, and maintenance of five (5) fixed, pole-mounted automatic license plate recognition (ALPR) cameras. (Police Chief, Jeff A. Caponera)
- e. Approve a Resolution amending Article A2.000 Building Related Fees and Article A3.000 Development Fees within Appendix A: Fee Schedule of The City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)

9. **Items For Individual Consideration.**

- a. Hold a Public Hearing and take any necessary action on an ordinance amending park development fund regulations to allow expenditures related to events and recreation programs (Neighborhood Services Director Marc Marchand).
- b. 1) Conduct a public hearing to consider public comments on a residential replat for Anna Crossing, Phase 7, Block 3, Lots 1R thru 5R.

b. 2) Consider/Discuss/Action on a recommendation regarding the Anna Crossing, Phase 7, Block 3, Lots 1R thru 5R, Replat.

(Director of Development Services Ross Altobelli)

10. **Adjourn.**

There being no further business before the Council, we will consider this meeting adjourned at _____ p.m.

This is to certify that I, Carrie L. Land, City Secretary, posted this agenda 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 July 24, 2020.

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.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020

Staff Contact:

AGENDA ITEM:

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.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 7/24/2020
Final Approval - 7/24/2020



Item No. 6.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020

Staff Contact:

AGENDA ITEM:

Work Session.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 7/22/2020
Final Approval - 7/24/2020



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020

Staff Contact:

AGENDA ITEM:

Presentation and discussion on FY20/21 Budget

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 7/24/2020
Final Approval - 7/24/2020



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020

Staff Contact:

AGENDA ITEM:

Update and discussion on property acquisition and engineering design on Hackberry Lane.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Jim Proce, City Manager

Created/Initiated - 7/24/2020

Final Approval - 7/24/2020



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020

Staff Contact:

AGENDA ITEM:

Solid Waste Disposal Rate Update

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Jim Proce, City Manager

Created/Initiated - 7/24/2020

Final Approval - 7/24/2020



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020

Staff Contact:

AGENDA ITEM:

Recognition of the City of Anna for being awarded the American Public Works Association (APWA) Texas Project of the Year - Structures Less than \$2 Million - for the Sherley Heritage Park Community Build Playground.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 7/24/2020
Final Approval - 7/24/2020



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Recognition of Kevin Martin, Code Compliance Manager, for being awarded Code Professional of the Year by the Building Officials Association of Texas.

SUMMARY:

Kevin Martin, Code Compliance Manager, has been named Code Professional of the Year by the Building Officials Association of Texas. Kevin Martin has single-handedly established a Code Compliance Division in the City of Anna. Prior to Mr. Martin's hire in the Summer of 2019, Code Compliance in the City of Anna was handled by the Fire Department, whereas a Fire Official from that department responded to reported issues. The City Council identified the Compliance of City codes, and the need for an active, dedicated, professional Code Compliance Officer, as a major priority in their 2019 Strategic Plan. The City recruited for the position of Code Compliance Manager and Mr. Martin was not only the most experienced candidate to have applied (he boasted over 15 years of experience throughout the Dallas Metroplex) but he also had an infectious personality and drive to establish a new standard of compliance for the City. Immediately, Mr. Martin came in and established new policies and procedures for code compliance, established a neighborly repertoire with the community, and instituted a much-needed Rental Registration Program after eliciting feedback from the City Council and community. The Rental Registration Program was approved without controversy due to Mr. Martin deftly handling the creation of the program and it has been a resounding success. Mr. Martin has been publicly lauded by the City Council and our Community for his work and for his commitment to help "build community." Mr. Martin continues to advance his knowledge of code compliance and management through his active involvement in professional organizations such as the Texas Environmental Health Association. City staff and leadership would like to congratulate Mr. Martin on this prestigious award, and we are grateful for his professionalism and dedication to serving our neighbors in the City of Anna.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Recognize Kevin Martin, Code Compliance Manager, for being awarded Code Professional of the Year by the Building Officials Association of Texas.

ATTACHMENTS:

APPROVALS:

Marc Marchand, Director of Neighborhood Services
Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 7/22/2020
Approved - 7/24/2020
Final Approval - 7/24/2020



Item No. 8.a.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Approve Council Meeting Minutes for June 30, 2020 and July 14, 2020. (City Secretary Carrie L. Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20200630 DRAFT
2. CCmin20200714 Draft

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 7/23/2020
Final Approval - 7/24/2020

City Council Meeting

Minutes



Tuesday, June 30, 2020 @ 6:30 PM

**Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409**

The City Council of the City of Anna met in a special meeting at 6:30 PM, on June 30, 2020, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items.

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

Mayor Pike called the meeting to order at 6:32 PM.
Council Member Toten joined virtually through Zoom.
Council Member Beazley was absent.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the invocation and pledge.

3. Neighbor Comments.

Candy Holden submitted a written comment regarding door to door solicitation.

4. 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). COVID-19 and related matters

No closed session was held.

5. 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.

Council discussed the current facts on Covid-19 for the City.

Greater Anna Chamber of Commerce President/CEO Kevin Hall provided Council with a letter recommending the postponement of the Annual Fourth of July Celebration due to the current pandemic. Council discussion ensued. The fireworks show will be postponed to a later date within the next 8 months.

6. **Adjourn.**

Mayor Pike adjourned the meeting at 7:27 PM.

City Council Meeting Minutes



Tuesday, July 14, 2020 @ 6:30 PM

**Anna Fire Station, Meeting Room
305 S. Powell Parkway, Anna, Texas 75409**

The City Council of the City of Anna met at 6:30 PM, on July 14, 2020, at the Anna Fire Station Meeting Room, Located at 305 South Powell Parkway (Hwy 5), to consider the following items.

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

Mayor Pike called the meeting to order at 6:48 PM.

Council Members Beazley and Vollmer were absent.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the invocation and pledge.

7. Reports.

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

- a. Recognition of neighbors Gordon Haynes, Martin Nolan, and Erik Rodriguez for their heroic actions on May 1, 2020 (Police Chief Jeff A. Caponera).

On Friday, 5/1/20, at approximately 10:03AM, Officer Timothy Thomas conducted a traffic stop on a vehicle for numerous traffic violations. The driver of the vehicle had previously eluded Collin County deputies. Once he had the vehicle stopped and began approaching the vehicle, the driver immediately exited the car. The suspect showed signs of impairment and was being verbally non-compliant. After refusing to provide his information, Officer Thomas attempted to detain the suspect, a struggle ensued. The suspect grabbed on to Officer Thomas and they began wrestling. The suspect fell back

into his truck and began kicking at Officer Thomas, striking him in the leg and groin. The suspect then began reaching in the center area of his truck appearing to be possibly searching for a weapon. It was later discovered the suspect was reaching for several large knives he had concealed in the console.

As the suspect continued to reach for the weapons in the truck, Officer Thomas ultimately ended up deploying his Taser. The first deployment had little effect on the suspect to which the suspect was able to immediately recover and remove the probes. A second deployment of the Taser was effective at which time Officer Thomas took the suspect to the ground in hopes of detaining him in handcuffs. At the end of the 5 second cycle, the suspect continued to fight with Officer Thomas. At one point during the altercation the suspect grabbed a hold of Officer Thomas' service weapon and began pulling on the gun, in what appears was an attempt to take Officer Thomas' firearm.

Three employees at Vitz Metal observed the altercation and are seen running towards Officer Thomas to provide assistance. Vitz Metal employees Gordon Haynes, Martin Nolan, and Erik Rodriguez were the heroic neighbors who stepped in to help an officer in need. With the assistance of these men, Officer Thomas was able to place the suspect in custody.

b. Life Saving Award Presentation for Officer Wesley Davis (Police Chief Jeff A Caponera)

On Friday, November 22, 2019 at 11 :11 pm, Trooper James Shoemaker was monitoring the flow of traffic along US 75 in the city of Anna. Trooper Shoemaker observed a vehicle traveling northbound on US 75 at a high rate of speed. The vehicle then veered and nearly struck Trooper Shoemaker's patrol unit. The vehicle left the roadway and struck a bridge pillar head on. Trooper Shoemaker immediately radioed for the fire department and emergency medical services. Trooper Shoemaker ran to the vehicle and discovered two unconscious adults (a male driver in the front seat, and a female passenger in the rear seat) and an unconscious infant in the rear seat. The infant was in a child safety seat but was unsecured and face down in the child safety seat.

Officer Wesley Davis responded to the call as did Game Wardens Trent Marker and Cane Shumaker. Upon arriving, Officer Davis used his fire extinguisher an attempt to control the fire. As the fire was beginning to breach the firewall nearest the driver, Officer Davis, Warden Trent Marker, and Warden Cane Shumaker worked together to remove the adult male who was pinned inside the burning vehicle. Through teamwork, they were able to free the driver and drag him to a safe location away from the vehicle.

The swift response and actions of these four officers led to a positive outcome and contributed in saving the lives of the three occupants. A failure to decisively act by Officer Davis and the three other officers involved would have led to a tragic outcome.

3. **Neighbor Comments.**

No comments received.

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

MOTION: Council Member Bryan moved to enter closed session. Council Member Miller seconded. Motion carried 4-0.

Mayor Pike recessed the regular meeting 7:07 PM.

Mayor Pike reconvened the regular meeting at 8:19 PM.

5. 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. (If there is no need to address any other such agenda item, the Mayor shall adjourn this meeting).

No action taken.

6. **Work Session.**

- a. Staff update on Truck Routes for the City of Anna, Texas. (Director of Public Works Greg Peters)

Staff has been reviewing policy options pertaining to the creation of truck

routes in the City of Anna. This item is an update on staff's findings thus far and discussion items for consideration on how the City might move forward on developing formal truck routes. No action is required.

The following attachments were provided:

- Mutual Boundary Road Map
- TxDOT Road Map
- Current City of Anna Master Thoroughfare Plan

Staff has discussed truck traffic with Collin County staff and TxDOT. Both the County and TxDOT have confirmed that they do not regulate truck use of their roads, unless there is a specific bridge structure which has a maximum load requirement for safety. In this case, a maximum gross vehicle weight may be placed on the road by Collin County or TxDOT for safety purposes. However, this load limitation applies only to the weight of the vehicle and not the vehicle type.

Based on this information staff does not see a clear path forward in placing truck restrictions on any mutual boundary roads or TxDOT roads. In the future, if these roads become City-controlled, then they would be subject to the policies and regulations placed upon them by the City.

Despite the limitations outlined above, there are still many portions of the City which could benefit from a formal truck route policy, including many residential neighborhoods. Staff will present some options for Council discussion and feedback, and move forward with the direction received.

Council had a brief discussion and no action was taken.

- b. Discussion of the utility billing late fees and disconnect fees. (Finance Director Dana Thornhill)

Due to the recent disaster declaration and city offices being closed, the City made the decision to suspend late fees and disconnects of service for non-payment. Staff discussed with Council at what point the City moves forward with reestablishing late fees and sending late notices, as well as disconnection of service for non-payment. Neighbors can currently pay online, through the drop box, and at the kiosk located outside of the building.

Council directed Staff to provide residential customers a 30-day notice and implement both late fees and disconnects starting September 1st. They are to move forward with disconnecting service on commercial and fire hydrant meters.

8. **Consent Items.**

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

MOTION: Council Member Toten moved to approve consent Items 8 a.-f. and h.-l. Council Member Miller seconded. Motion carried 4-0.

Items 8 g., m., and n. were removed from consent and discussed individually.

- a. Approve City Council Meeting Minutes for June 23, 2020. (City Secretary Carrie L. Land)
- b. Review P&Z Meeting Minutes from June 1, 2020 (Director of Development Services Ross Altobelli)
- c. Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)
- d. Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)
- e. Approve a Resolution setting a public hearing under Section 372.009 of the Texas Local Government Code on the advisability of the creation of a public improvement district and improvements within the extraterritorial jurisdiction of the City of Anna, Texas for the Sherley Tract and authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the public hearing. (City Attorney Clark McCoy)

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND IMPROVEMENTS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF ANNA, TEXAS REGARDING THE PUBLIC HEARING.

- f. Approve DSI Change Control Authorization change order for SmartGov implementation project for online permitting and reporting (Neighborhood Services Director Marc Marchand).

The DSI Change Control Authorization is a change order for the SmartGov project for online permitting for Planning, Building, Fire, Public Works, Code and Parks. The change order is for 20 additional unique permit types totaling \$9,591 and 10 custom reports totaling \$4,558. The total change order is for \$14,149.

The original contract included 29 unique permit types, 25 were included in the original scope of work, and 4 were included for overage that may develop during the implementation process. During the implementation process, new opportunities emerged, and there are now 49 unique permit types that staff would like to put on the SmartGov system. This is a difference of 20 unique permit types, necessitating the need for the change order.

The allocation of permit types is as follows:

Department Original Contract Change Order

Planning and Building	20	41
Public Works	3	3
Fire	1	1
Code & Rental Inspection	1	4
Parks	0	3 (No Charge)

Majority of the differential is from the Planning & Building Department which increased from 20 to 41 unique permit types. This past year, the Planning & Building Department hired a new Planning & Development Director and added a number of additional positions as well as took over building inspections. New and improved procedures and processes were implemented, and new permit application forms were created that did not exist before. These improvements led to enhancements in service levels and an increase in unique permit types.

The other area where the number of unique permit types increased was Code Compliance which increased from 1 to 4 unique permit types. This change is due to adopting the International Property Maintenance Code and amendments to it as well as bringing the Rental Inspection Program in-house. Code Compliance, also, made new permit application forms which caused an increase in the number of unique permit types.

During the implementation process, an additional opportunity to add the Park Department permits presented itself. SmartGov gave the City 3 additional unique permit types for the baseball field rentals, pavilion and gazebo rentals and special event permits at no additional charge.

The other part of the Change Order request is for 10 custom reports to provide supplementary data in a flexible framework that will be of value to city operations. The custom reports will be used for financial management purposes to keep-up with the water and sewer impact fee credits as well as the park credits. The following subdivisions currently have credits: Avery Pointe, Park Place, Pecan Grove, West Crossing, Lakeview and Anna Town Square. Additional custom reports may, also, include data on property violations and the rental registration program.

Over the past year, there has been a substantial amount of progress made within the departments that will be using the SmartGov portal. Staff believes this Change Order is an enhancement of the City's use of the SmartGov system resulting in additional advancements and increased service levels.

- g. Approve a Resolution entering into Chapter 380 Agreements for Phase II of the small business assistance program to provide immediate, short-term financial aid to qualified small businesses in the City of Anna. (Economic Development Director Joey Grisham)

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump, and the US Treasury

established the Coronavirus Relief Fund added by section 5001 of the CARES Act. On May 11, 2020, the Collin County Commissioners Court took the first steps to distribute the CARES Act funds and adopted the 'Collin Cares' recovery plan which provides funding for cities' COVID-19 related costs and business recovery efforts. The City Council and Anna EDC/CDC recognized the economic strain that the COVID-19 pandemic is causing its local businesses, and established a stimulus program on June 9, 2020 from the CARES Act funding from the Interlocal Cooperation Agreement with Collin County to provide limited financial assistance to small businesses located within the city limits. Based on the guidelines and requirements set out, 25% of the city's \$764,646.10 allocation can be utilized for small business grants, which amounts to \$191,162. The Anna Community Development Corporation is administering the COVID-19 Small Business Recovery Grant and making recommendations to the City Council.

Phase I of the program included businesses that pay city sales tax. 28 applications were received--18 fit the criteria, 8 did not meet the criteria, and 2 businesses withdrew. The CDC recommended the 18 businesses that qualified receive grants of \$5,000--they each signed Chapter 380 Economic Development Agreements and received their checks back in June.

Phase II applications included businesses and non-profit corporations. 19 applications were received, and the CDC Board recommends that the City Council approve 18 grants of \$5,000 (Exhibit C). One application was returned for review because of questions related to their ability to comply with the Chapter 380 agreement. The Board would like to re-review this application and new information at its next meeting, and thus does not recommend a grant at this time.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ENTERING INTO CHAPTER 380 AGREEMENTS FOR PHASE II OF THE SMALL BUSINESS ASSISTANCE PROGRAM TO PROVIDE IMMEDIATE, SHORT-TERM FINANCIAL AID TO QUALIFIED SMALL BUSINESSES IN THE CITY OF ANNA.

MOTION: Council Member Toten moved to approve with addition of Italian Villa. Council Member Bryan seconded. Motion carried 4-0.

- h. Approve a Resolution approving the Development Plat for G2 Motorsports Park Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)

Motorsports Park on one lot on 180.6± acres located at the northeast corner of E Houston Street (FM 2862) and N Broadway Avenue. Located within the extraterritorial jurisdiction (ETJ).

The purpose for the development plat is to construct a motorsports park and related site improvements.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE
G2 MOTORSPORTS PARK ADDITION, BLOCK A, LOT 1,
DEVELOPMENT PLAT

- i. Approve a Resolution approving the Final Plat for Mangum Addition, Block A, Lots 1 & 2. (Director of Development Services Ross Altobelli)

Single-family dwelling, detached on two lots on 7.6± acres located at the northeast corner of Houston Street (FM 2862) and CR 480. Located within the extraterritorial jurisdiction (ETJ).

The purpose of the final plat is to create two platted lots.

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

- j. Approve a Resolution approving the Amending Plat for Pecan Grove, Phase II. (Director of Development Services Ross Altobelli)

152 single-family dwelling, detached lots and four HOA lots on 37.8± acres located on the north side of Foster Crossing Road (CR 366), 1,337± feet west of CR 365. Zoned Planned Development-705-2015 (PD-SF-72).

The purpose of the amending plat is to correct a scrivener's error within the legal description of the recorded plat.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN
AMENDING PLAT FOR PECAN GROVE, PHASE II.

- k. Approved a Resolution approving the Development Plat for The KCM Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)

Single-family dwelling, detached and truck parking lot on one lot on 2.9± acres located on the north side of State Highway 121, 3,432± feet west of FM 455. Located within the extraterritorial jurisdiction (ETJ).

The purpose of the development plat is to allow for the construction of the proposed building.

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

- l. Approve a Resolution approving the use of alternative screening material for rooftop mechanical and heating and air conditioning equipment for Victoria Falls Center Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)

Section 9.04.039 *Screening Device Requirements* states that mechanical and heating and air conditioning equipment in nonresidential and multifamily uses shall be screened from view from the public right-of-way and from adjacent residential property. It also states that the screening material must be masonry, living screen, or combination.

The equipment to be screened is located on top of an existing building. The applicant is requesting to use metal R panel. The excerpt below explains the variance process.

“A variance from the regulations in this article may be recommended by the planning and zoning commission to the city council for final approval only if:

(A) Unique circumstances exist on the property that make application of specific items in this article unduly burdensome on the applicant;

(B) The variance will have no adverse impact on current or future development;

(C) 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;

(D) The variance will have no adverse impact on the public health, safety, and general welfare; and

(E) A financial hardship shall not be considered a basis for the granting of a variance.”

Staff finds that this section does not provide clear direction for roof-mounted equipment and should be revised in the future. Staff finds the proposed metal R panel screening will have no adverse impact on development, is in keeping with the spirit of the zoning regulations, and will not negatively impact the public health, safety, and general welfare.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
ALTERNATIVE SCREENING FOR ROOFTOP MECHANICAL AND HEATING
AND AIR CONDITION EQUIPMENT FOR VICTORIA FALLS CENTER
ADDITION, BLOCK A, LOT 1.

- m. Approve a Resolution establishing the City of Anna Diversity and Inclusion Advisory Board (Assistant City Manager Ryan Henderson)

The purpose of the Board will be to act in an advisory capacity to the City Council and the Board’s duties shall include advising the City on diversity and equity strategies that strengthen connections among diverse community groups and the city government.

Potential Board details are as follows:

- The Board will be advisory in nature with no financial or fiduciary responsibility that would dilute City Council authority, operational authority of the City Manager, or Charter requirements.
- Board bylaws will be established to be recommended by the Board and approved by City Council.
- Meeting frequency will be no less than quarterly; Board will determine schedule not to conflict with existing Board schedules already established.
- The board will have 11 voting members appointed by City Council on the same schedule as other Boards for alternating 2-year terms. Initial terms will be as follows:
 - 6 serving 2-year terms ending in May 2021
 - 5 serving 1-year terms ending in May 2022
 - All voting members will meet similar requirements of other board and commissions to qualify.
- The board may be reduced in size by the City Council if insufficient number of applicants cannot be procured without formal action but will have no less than 7 or be disbanded or suspended. The board may be dissolved by a majority of the City Council at any time.
- The voting members will choose a chairperson, vice chairperson, and secretary annually. Each officer can serve consecutive terms at the will of the voting members of the board not to exceed term limits.
- A quorum is established by majority of voting members (6 or more).
- Terms will be limited as other boards and commissions (6 years maximum).
- The Board will have four subcommittees made up of 5 or less members, including:
 - Community Programs
 - Public Safety Policies & Practices
 - Cultural, Educational, Recreational, and Youth Events and Elements
 - City Policies & Staff Training
 - The Board will have 7 ex-officio non-voting members, including:
 - Mayor or designee
 - Council Member Liaison Appointed by Council
 - City Manager or designee
 - Police Chief or designee
 - Code Compliance Manager or designee
 - Neighborhood Services Director or designee
 - Human Resources Director or designee
 - The Board, for its first three years, will have 3 ex-officio members that are community leaders who advise the initial development and empowerment of the board.
- Staff liaison primary and secondary may serve as subcommittee members; subcommittees are not a quorum (5 or less and may include

non-voting ex officio members).

- Subcommittees will meet as they prescribe and will provide written report and recommendations to the board.

A RESOLUTION OF THE CITY OF ANNA, TEXAS CREATING THE ANNA DIVERSITY AND INCLUSION ADVISORY COMMISSION; ESTABLISHING PROCEDURES FOR APPOINTMENT AND REMOVAL OF MEMBERS; AND ESTABLISHING DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 4-0.

- n. Approve a Resolution amending the Sherley Tract Subdivision Improvement Agreement by amending the minimum lot area requirement for SF-60 lots from five thousand (5,000) square feet to six thousand (6,000) square feet. (Director of Development Services Ross Altobelli)

The purpose of the amendment is to correct a scrivener's error in Appendix 1 (Zoning District Area Regulations) of Exhibit D (Development Standards) within the Sherley Tract Subdivision Improvement Agreement. The SF-60 zoning district area regulations require a min. lot width of 50 feet and min. lot depth of 100 feet which would total a lot area of 5,000 square feet. The lot area was incorrectly identified as 6,000 square feet.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE FIRST AMENDMENT TO THE SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 3-1. Bryan opposed.

9. Items For Individual Consideration.

- a. Consider/Discuss/Action on a Resolution authorizing the Mayor to issue a Letter of Support to State Senator Pat Fallon, State Representative Justin Holland, and State Representative Scott Sanford to implement sign changes on US 75 for US 75 Exit 48A Farm to Market Road 455, to change sign street name from "Anna - Weston Road" to "White Street." (Director of Public Works Greg Peters)

This item authorizes the Mayor to send a letter to our elected officials requesting support in making sign changes on US 75 to properly reflect the correct name of FM 455 in Anna as White Street.

The City of Anna desires for TxDOT to make a sign change on US 75 at exit 48A in order to properly honor Charles Eil White, whom FM 455 White Street is named for in the City of Anna.

Mr. White served our Country in World War II as a B-24 pilot in the Army Air

Corps. His plane was shot down over Romania in 1944, and he spent the remainder of the war as a POW in Bucharest, Romania. Following his distinguished service to our great nation, he returned to Anna, Texas, where he spent the remainder of his life serving his community as a City Councilman, School Board Trustee, and volunteer firefighter. Mr. White's contributions to our country and our community were recognized by the City of Anna when FM 455 was formally named White Street.

Currently the signs on US 75 for exit 48A state "Anna-Weston Road," which is not the given road name for this section of FM 455.

During the recent widening of US 75 through our community TxDOT did not consult with the City on the proper name for this exit. In addition, TxDOT does not appear to have considered the formal name of the road as shown on common transportation apps, such as Google Maps, Waze, and others. In addition, it appears TxDOT did not review the formal addressing of our local businesses on FM 455 White Street.

The City has contacted Texas Department of Transportation Dallas District Engineer Mo Bur and requested the signs to be changed. Mr. Bur has offered the City with the option to pay to either replace the signs at a cost of \$65,000, or to pay a lesser sum to place a patch on the signs with the name "White St."

The City feels that it is the responsibility of TxDOT to make this correction with the means, methods, and funds they have available. As such, these letters are recommended by staff to be sent in order to build support and seek action on this item from our elected officials at the State level.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO SEND LETTERS REQUESTING SUPPORT FROM SENATOR PAT FALLON, REPRESENTATIVE SCOTT SANFORD, AND REPRESENTATIVE JUSTIN HOLLAND TO CHANGE THE SIGNS FOR EXIT 48A ON US 75 TO INCLUDE THE CORRECT NAME FOR FM 455 WHITE STREET, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Mayor Pike moved to approve. Council Member Bryan seconded. Motion carried 4-0.

- b. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a contract with CARDS Dallas for solid waste and recycling services for the City of Anna, Texas. (Director of Public Works Greg Peters)

The City of Anna is obligated to provide neighbors and businesses within the City limits with solid waste and recycling collection services. As such, the City contracts with a private company to perform these services.

The City of Anna is seeking a new provider of solid waste and recycling collection services for the City as the contract term with the current provider

ends later this year. The new contract will begin on September 1st of this year.

Staff completed a public request for proposal (RFP) process to engage all providers interested in contracting with the City.

The City received three proposals, which were reviewed in detail by staff and members of the City Council. Our current service provider chose not to submit a proposal. Interviews of each proposing firm were held by a panel consisting of staff and City Council members.

Upon review of the proposals and interview process, the panel made the recommendation to the City Council to enter into contract negotiations with CARDS Dallas, Incorporated.

Staff has completed the contract negotiation process and is presenting the final contract for City Council approval.

The contract identifies the fees which the City will pay to the Contractor for solid waste and recycling services. If approved, staff will return to the City Council at an upcoming meeting to set the final rates to be paid by customers. The customers include both customers and businesses located within the City limits of Anna.

The final rates which will be paid by customers will include the cost of disposal (landfill fees), and the rates necessary to cover the City costs of carrying out the contract and operations of the solid waste and recycling program.

This item is only to approve the contract rates for the services provided by CARDS Dallas, Inc., and does not reflect the final rate neighbors will pay for solid waste and recycling service.

The final contract is attached to the resolution as Exhibit A. Staff recommends approval of the resolution authorizing the City Manager to execute the contract.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CARDS DALLAS, INCORPORATED, A TEXAS CORPORATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Miller moved to approve. Council Member Toten seconded. Motion carried 4-0.

- c. Consider/Discuss/Action on a Resolution approving an Impact Fee Reimbursement Agreement by and between the City of Anna, Texas and Anna Town Center Mixed Use, LLC for public water main construction in the Anna Crossing Villas Subdivision. (Director of Public Works Greg Peters)

The developer is required to construct a water main along Finley Boulevard as a part of the Anna Crossing Villas Development. The development requires an 8-inch water main, and the City of Anna Water Master Plan shows the main to be a 12-inch water main.

In accordance with State Law and City ordinances, this agreement will provide for the reimbursement of water impact fees for the upside cost of constructing a 12-inch water main instead of an 8-inch water main.

Per the agreement the Developer is required to commence construction no later than March 31, 2021

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND ANNA TOWN CENTER MIXED USE, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Toten moved to approve. Council Member Bryan seconded. Motion carried 4-0.

- d. Consider/Discuss/Approve a resolution directing calculation of the voter-approval tax rate in the manner of a special taxing unit under the disaster provisions of TEXAS TAX CODE §26.04. (City Manager Jim Proce)

Under the Texas Property Tax Reform and Transparency Act of 2019 (SB2), a city council may direct its designated officer or employee to calculate the voter-approval rate in the manner provided for a special taxing unit (an 8 percent rate, instead of a 3.5 percent rate) if any part of the city is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States (Tex Tax Code 26.04(c-1)). On March 13, 2020, United States President Donald Trump declared a national emergency concerning the COVID-19 outbreak; and also effective March 13, 2020, Governor Greg Abbott declared a state of disaster for Texas.

As always, the City Council retains the ability to adopt a rate different than the voter-approval rate, whether lower or higher.

A city council wishing to direct the designated officer or employee to calculate an 8 percent voter-approval tax rate should take formal action to do so in order to ensure a record of the council's decision on the matter and to limit any confusion on the part of the person making the calculation.

A RESOLUTION DIRECTING CALCULATION OF THE VOTER-APPROVAL TAX RATE IN THE MANNER OF A SPECIAL TAXING UNIT UNDER THE DISASTER PROVISIONS OF TEXAS TAX CODE §26.04 AND

DESIGNATING THE CITY MANAGER TO ACCOMPLISH SAME.

MOTION: Mayor Pike moved to approve. Council Member Bryan seconded. Motion carried 4-0.

- e. Conduct a public hearing and consider/discuss/act on an Ordinance adopting water and sanitary sewer rates for the City of Anna, Texas, including establishment of new water and sanitary sewer rates to be implemented on October 1, 2020. (Director of Public Works Greg Peters)

Mayor Pike opened the public hearing at 9:06 PM.

No comments.

Mayor Pike closed the public hearing at 9:06 PM

NewGen representative, Matthew Garrett gave a brief presentation.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, ADOPTING A 5-YEAR RATE PLAN FOR WATER AND SANITARY SEWER SERVICE RATES AS SHOWN IN EXHIBIT A ATTACHED HERETO AND AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.000 UTILITY FEES, SECTION A6.009 WATER AND SANITARY SEWER SERVICE RATES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

MOTION: Council Member Miller moved to approve. Council Member Bryan seconded. Motion carried 4-0.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 9:15 PM.

Approved on July 28, 2020.

Mayor Nate Pike

ATTEST:



Item No. 8.b.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Dana Thornhill

AGENDA ITEM:

Approve a Resolution Approving the 2020 Annual Assessment Plan Update and Assessment Roll for Public Improvements for the Hurricane Creek Public Improvement District (Finance Director Dana Thornhill)

SUMMARY:

The PID Act requires the Service and Assessment Plan (SAP) to cover a period of at least five years. The SAP is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District, during the five-year period and the manner of assessing the property in the District for the costs of such authorized improvements based on the benefit provided to the assessed property.

Pursuant to the PID ACT, the SAP must be reviewed and updated, at least annually, and approved by the City Council, as well as the assessment roll.

On March 12, 2019, the City Council approved an Ordinance approving the SAP for the Hurricane Creek PID and levied assessments to finance the authorized improvements. The attached Resolution accepts and approves the 2020 SAP for the Hurricane Creek Public Improvement District.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution to approve the 2020 Annual Service and Assessment Plan Update and the Assessment Roll for the Hurricane Creek Public Improvement District.

ATTACHMENTS:

1. Resolution VHC Annual SAP
2. Hurricane Creek SAP Update V1

APPROVALS:

Dana Thornhill, Finance Director
Jim Proce, City Manager

Created/Initiated - 7/23/2020
Final Approval - 7/24/2020

CITY OF

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF ANNA APPROVING THE 2020 ANNUAL SERVICE PLAN UPDATE AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas (the "City") received a petition meeting the requirements of Section 372.005 of the Chapter 372, Texas Local Government Code, as amended, (the "PID Act") requesting the creation of a public improvement district over a portion of the area of the City to be known as the Hurricane Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed PID, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on November 13, 2018, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2018-11-506 (the "Creation Resolution") adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City published notice of its authorization of the District in a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, on February 12, 2019, the City Council approved a resolution that made findings and determinations relating to the Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for March 12, 2019, and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice as required by Section 372.016(b) of the PID Act relating to the March 12, 2019 hearing; and

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the City to consider the proposed "Assessment Roll" and the "Service and Assessment Plan" and the levy of the "Assessments" on property in the District; and

WHEREAS, the City, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing on March 12, 2019, at which time, all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments; and

WHEREAS, at the March 12, 2019 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at a meeting held on March 12, 2019 approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, pursuant to Section 371.013, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the City requires that an update to the Service and Assessment Plan and the Assessment Roll for the District for 2020 (the "Annual Service Plan Update") be prepared, setting forth the annual budget for improvements and the Annual Installment for assessed properties in the District, and the City now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan dated March 12, 2019.

Section 3. Approval of Update. The Annual Service Plan Update for the District for 2020, attached hereto as **Exhibit A**, is hereby approved and accepted by the City Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Effective Date. This resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS 14th DAY OF JULY 2020.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Smith, City Secretary

EXHIBIT A

2020 Annual Service Plan Update

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HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT 2020 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2020

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the original Service and Assessment Plan (the “SAP”).

The District was created pursuant to the PID Act by Resolution No. 2018-11-506 on November 13, 2018 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On March 12, 2019, the City Council approved an Ordinance which approved the SAP for the District and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District. The SAP also set forth the costs of the Authorized Improvements, the indebtedness to be incurred for such Authorized Improvements, and the manner of assessing the property in the District for the costs of such Authorized Improvements based on the benefit provided to the Assessed Property.

Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the 2020 Annual Service Plan Update. This 2020 Annual Service Plan Update also updates the Assessment Roll for 2020.

LISTED EVENTS¹

Improvement Area #1

The following Listed Events have occurred in Improvement Area #1:

- On June 18, 2019, Megatel Homes, LLC, Megatel Homes II, LLC and Megatel Homes III, LLC (collectively, the “Megatel Homes Parties”) filed a lawsuit in Dallas County Texas District Court against various funds and entities associated with and controlled by UDF, various affiliates of CADG owned and controlled by Mehrdad Moayed (the “Centurion Megatel Defendants”), and various affiliates of Buffington Land Group, Ltd. (the “Buffington Megatel Defendants”). The Megatel Homes Lawsuit alleges that UDF, CADG (and the various Centurion Megatel Defendants) and the Buffington Megatel Defendants were in a de facto partnership under which UDF financed the purchase and development of land to be developed into finished lots by the Centurion Megatel Defendants and the Buffington Megatel Defendants, which finished lots would in turn be purchased from the Centurion Megatel Defendants and the Buffington Megatel Defendants by the Megatel Homes Parties with financing also provided by UDF. The Megatel Homes Lawsuit sets forth five causes of action against various Centurion Megatel Defendants including breach of fiduciary duties, conspiracy to breach fiduciary duties, breach of the duty of good faith and fair dealing, and two counts of breach of contract. Such causes of action are in part based on allegations by the Megatel Parties that (i) various Centurion Megatel Defendants and UDF conspired to cut the Megatel Parties out of partnership projects so that such Centurion Megatel Defendants could liquidate them as unfinished lots to different homebuilders and thereby pay their debts to UDF and (ii) various Centurion Megatel Defendants and UDF pressured the Megatel Parties to release their rights to finished lots that the Megatel Parties were entitled to take down upon issuance of a notice of substantial completion, thereby causing substantial lost profits to the Megatel Parties. The Megatel Homes lawsuit seeks \$100 million dollars in damages.
- The Developer, and a Developer principal have entered into a Completion Agreement relating to the Improvement Area #1 Projects and certain private improvements to be constructed by the Developer in the Hurricane Creek Public Improvement District, which Completion Agreement has been filed in the County.

¹ Per the Developer, Megatel filed a Notice of Nonsuit of the State Court Lawsuit without obtaining relief of any kind from the Centurion Megatel Defendants. The Centurion Megatel Defendants had moved for sanctions and intends to pursue a claim for the filing of a frivolous lawsuit.

Major Improvement Area

The following Listed Events have occurred in the Major Improvement Area:

- On June 18, 2019, Megatel Homes, LLC, Megatel Homes II, LLC and Megatel Homes III, LLC (collectively, the “Megatel Homes Parties”) filed a lawsuit in Dallas County Texas District Court against various funds and entities associated with and controlled by UDF, various affiliates of CADG owned and controlled by Mehrdad Moayed (the “Centurion Megatel Defendants”), and various affiliates of Buffington Land Group, Ltd. (the “Buffington Megatel Defendants”). The Megatel Homes Lawsuit alleges that UDF, CADG (and the various Centurion Megatel Defendants) and the Buffington Megatel Defendants were in a de facto partnership under which UDF financed the purchase and development of land to be developed into finished lots by the Centurion Megatel Defendants and the Buffington Megatel Defendants, which finished lots would in turn be purchased from the Centurion Megatel Defendants and the Buffington Megatel Defendants by the Megatel Homes Parties with financing also provided by UDF. The Megatel Homes Lawsuit sets forth five causes of action against various Centurion Megatel Defendants including breach of fiduciary duties, conspiracy to breach fiduciary duties, breach of the duty of good faith and fair dealing, and two counts of breach of contract. Such causes of action are in part based on allegations by the Megatel Parties that (i) various Centurion Megatel Defendants and UDF conspired to cut the Megatel Parties out of partnership projects so that such Centurion Megatel Defendants could liquidate them as unfinished lots to different homebuilders and thereby pay their debts to UDF and (ii) various Centurion Megatel Defendants and UDF pressured the Megatel Parties to release their rights to finished lots that the Megatel Parties were entitled to take down upon issuance of a notice of substantial completion, thereby causing substantial lost profits to the Megatel Parties. The Megatel Homes lawsuit seeks \$100 million dollars in damages.

PARCEL SUBDIVISION

Improvement Area #1

No plats have been filed in Improvement Area #1.

Major Improvement Area

No plats have been filed in the Major Improvement Area.

LOT & HOME SALES UPDATE

Improvement Area #1

As of March 31, 2020, 215 Lots are planned, but not platted. There are no construction starts or home sales within Improvement Area #1.

Major Improvement Area

As of March 31, 2020, 439 Lots are planned, but not platted. There are no construction starts or home sales within the Major Improvement Area.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$7,375,000.00.

Major Improvement Area

The Major Improvement Area has an outstanding Assessment of \$3,535,000.00.

TIRZ NO. 2 ANNUAL CREDIT

Improvement Area #1

The City Council, in accordance with the TIRZ No. 2 TIRZ Agreement, has agreed to use a portion of TIRZ No. 2 TIRZ Revenues generated to reduce the Improvement Area #1 Annual Installment for all Improvement Area #1 Assessed Property so that the Improvement Area #1 Annual Installment minus the TIRZ No. 2 Annual Credit Amount for each Lot Type does not produce an equivalent tax rate which exceeds the competitive composite ad valorem equivalent tax rate taking into consideration the tax rates of all applicable taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installments. The resulting Maximum TIRZ No. 2 Annual Credit Amount for each Lot Type is shown below.

Lot Type	Maximum Annual TIRZ No. 2 Credit	
<i>Improvement Area #1</i>		
Lot Type 1	\$	1,151
Lot Type 2	\$	1,316

The TIRZ No. 2 Revenues available to be applied to the Improvement Area #1 Annual Installment due January 31, 2021 is \$0.00.

Major Improvement Area

Per the SAP, TIRZ No. 2 Revenues shall not be used to reduce the Major Improvement Area Annual Installment.

ANNUAL INSTALLMENT DUE 1/31/2021

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment for Improvement Area #1 is \$575,487.50.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is \$46,102.20.
- **Additional Interest** – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the Improvement Area #1 Indenture, is equal to \$405,625.00, and has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Improvement Area #1 of \$36,875.00.

Improvement Area #1	
Due January 31, 2021	
Principal	\$ 105,000.00
Interest	\$ 470,487.50
Annual Collection Costs	\$ 46,102.20
Additional Interest	\$ 36,875.00
TIRZ Annual Credit Amount	\$ -
Total Annual Installment	\$ 658,464.70

See **Exhibit B-1** for the debt service schedule for the Improvement Area #1 PID Bonds as shown in the official statement.

Major Improvement Area

- **Principal and Interest** – The total principal and interest required for the Annual Installment for the Major Improvement Area is \$234,600.00.

- **Capitalized Interest** – The total Capitalized Interest, credited against the interest required for the Annual Installment, is \$156,400.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the Major Improvement Area is \$22,097.80.
- **Additional Interest** – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the Major Improvement Area Indenture, is equal to \$194,425.00, and has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for the Major Improvement Area of \$17,675.00.

Major Improvement Area	
Due January 31, 2021	
Principal	\$ -
Interest	\$ 234,600.00
Capitalized Interest	\$ (156,400.00)
Annual Collection Costs	\$ 22,097.80
Additional Interest	\$ 17,675.00
Total Annual Installment	\$ 117,972.80

See **Exhibit B-2** for the debt service schedule for the Major Improvement Area PID Bonds as shown in the official statement.

PREPAYMENT OF ASSESSMENT IN FULL

Improvement Area #1

No full prepayments have occurred within Improvement Area #1.

Major Improvement Area

No full prepayments have occurred within the Major Improvement Area.

See **Exhibit C** for the template of the Notice of Termination of Assessment.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No partial prepayments have occurred within the Improvement Area #1.

Major Improvement Area

No partial prepayments have occurred within the Major Improvement Area.

BOND FUND

P3Works has reviewed the following bond accounts related to the District as of March 31, 2020 and each account contains the amount shown below:

Improvement Area #1

Account:	3/31/2020 Balance
Pledged Revenue Fund	\$11.57
Bond Pledged Revenue Account	\$0.00
Bond Fund	
Capitalized Interest Account	\$244,504.31
Principal and Interest Account	\$4,169.62
Project Fund	
Improvement Area #1 Bond Improvement Account	\$4,035,552.83
Cost of Issuance Account	\$9,916.24
Developer Improvement Account	\$1,025,613.82
Reserve Fund	
Reserve Account	\$590,915.59
Delinquency and Prepayment Reserve Account	\$36,886.54
Redemption Fund	\$0.00
Rebate Fund	\$0.00
Administrative Fund	\$25,037.52

Major Improvement Area

Account:	3/31/2020 Balance
Pledged Revenue Fund	\$5.55
Bond Pledged Revenue Account	\$0.00
Bond Fund	
Capitalized Interest Account	\$280,810.18
Principal and Interest Account	\$2,073.61
Project Fund	
Major Improvement Bond Improvement Account	\$1,481,285.20
Cost of Issuance Account	\$7,537.46
Reserve Fund	
Reserve Account	\$293,868.90
Delinquency and Prepayment Reserve Account	\$17,680.53
Redemption Fund	\$0.00
Rebate Fund	\$0.00
Administrative Fund	\$39,201.31
Developer Property Tax Fund	\$5,080.26

BUDGET FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

Improvement Area #1

Per the Quarterly Report for Improvement Area #1 dated March 31, 2020, the Authorized Improvements are currently under construction and projected to be completed in the fourth quarter of 2020. The budget for the Authorized Improvements remains unchanged. See below for a table depicting the budgets of Improvement Area #1 Projects, and Actual Costs spent to date.

Authorized Improvements	Improvement Area #1		
	Budget	Spent to Date ¹	% Complete
Street	\$ 2,766,012	\$ 290,832	11%
Water	\$ 826,874	\$ 81,391	10%
Sanitary Sewer	\$ 919,336	\$ 415,380	45%
Developer District Formation Expenses	\$ 188,224	\$ 160,853	85%
Geotechnical testing, SWPPP, Flood Study	\$ 41,311	\$ 8,487	21%
Storm Drainage	\$ 570,170	\$ 47,445	8%
Street Lights/Hike & Bike Trail	\$ 408,270	\$ -	0%
Engineering	\$ 754,360	\$ 513,823	68%
	\$ 6,474,557	\$ 1,518,211	23%

Notes:

1) Per the Quarterly Report for Improvement Area #1 dated March 31, 2020.

Major Improvement Area

Per the Quarterly Report for the Major Improvement Area dated March 31, 2020, the Authorized Improvements are currently under construction and projected to be completed in the fourth quarter of 2020. The budget for the Authorized Improvements remains unchanged. See below for a table depicting the budgets of the Major Improvement Area Projects, and Actual Costs spent to date.

Authorized Improvements	Major Improvement Area		
	Budget	Spent to Date ¹	% Complete
Street	\$ 844,355	\$ 131,521	16%
Water	\$ 193,828	\$ 99,508	51%
Sanitary Sewer	\$ 631,238	\$ 218,598	35%
Developer District Formation Expenses	\$ 409,126	\$ 349,628	85%
Geotechnical testing, SWPPP, Flood Study	\$ 89,795	\$ 5,623	6%
Storm Drainage	\$ -	\$ -	0%
Street Lights/Hike & Bike Trail	\$ -	\$ -	0%
Engineering	\$ 239,893	\$ 158,519	66%
	\$ 2,408,235	\$ 963,397	40%

Notes:

1) Per the Quarterly Report for the Major Improvement Area dated March 31, 2020.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1					
Annual Installment Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025	
Principal		\$ 105,000.00	\$ 110,000.00	\$ 115,000.00	\$ 125,000.00	\$ 130,000.00	
Interest		470,487.50	464,450.00	458,125.00	451,512.50	444,325.00	
	(1)	\$ 575,487.50	\$ 574,450.00	\$ 573,125.00	\$ 576,512.50	\$ 574,325.00	
Annual Collection Costs		(2) \$ 46,102.20	\$ 47,024.24	\$ 47,964.73	\$ 48,924.02	\$ 49,902.50	
Additional Interest		(3) \$ 36,875.00	\$ 36,350.00	\$ 35,800.00	\$ 35,225.00	\$ 34,600.00	
TIRZ Annual Credit Amount		(4) \$ -	\$ -	\$ -	\$ -	\$ -	
Total Annual Installment		(5) = (1) + (2) + (3) + (4)	\$ 658,464.70	\$ 657,824.24	\$ 656,889.73	\$ 660,661.52	\$ 658,827.50

		Major Improvement Area					
Annual Installment Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025	
Principal		\$ -	\$ 55,000.00	\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	
Interest		234,600.00	234,600.00	231,300.00	227,700.00	224,100.00	
Capitalized Interest		(156,400.00)	-	-	-	-	
	(1)	\$ 78,200.00	\$ 289,600.00	\$ 291,300.00	\$ 287,700.00	\$ 289,100.00	
Annual Collection Costs		(2) \$ 22,097.80	\$ 22,539.76	\$ 22,990.55	\$ 23,450.36	\$ 23,919.37	
Additional Interest		(3) \$ 17,675.00	\$ 17,675.00	\$ 17,400.00	\$ 17,100.00	\$ 16,800.00	
Total Annual Installment		(4) = (1) + (2) + (3)	\$ 117,972.80	\$ 329,814.76	\$ 331,690.55	\$ 328,250.36	\$ 329,819.37

EMINENT DOMAIN PREPAYMENT

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the **“Remaining Property”**) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the estimated buildout value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-1** and **Exhibit A-2** for Improvement Area #1 and the Major Improvement Area, respectively. The Parcels shown on the Assessment Rolls will receive the bills for the 2020 Annual Installments which will be delinquent if not paid by January 31, 2021.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

		Improvement Area #1	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021 ¹
2795617	Improvement Area #1 Initial Parcel	\$ 5,155,006.87	\$ 460,256.28
2795619	Improvement Area #1 Initial Parcel	\$ 2,219,993.13	\$ 198,208.42
Total		\$ 7,375,000.00	\$ 658,464.70

Notes:

1) For billing purposes, the outstanding Assessment and Annual Installments due January 31, 2021 are allocated pro rata to the Property IDs based on acreage.

EXHIBIT A-2 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

		Major Improvement Area	
		Outstanding Assessment	Annual Installment Due 1/31/2021 ^{1,2}
Property ID	Lot Type		
1001356	Major Improvement Area Initial Parcel	\$ 439,117.92	\$ 14,654.59
1007412	Major Improvement Area Initial Parcel	\$ 774,199.44	\$ 25,837.19
2518072	Major Improvement Area Initial Parcel	\$ 654,853.93	\$ 21,854.30
2719039	Major Improvement Area Initial Parcel	\$ 1,666,828.71	\$ 55,626.72
Total		\$ 3,535,000.00	\$ 117,972.80

Notes:

- 1) For billing purposes, the outstanding Assessment and Annual Installments due January 31, 2021 are allocated pro rata to the Property IDs based on acreage.
- 2) Net of Capitalized Interest.

EXHIBIT B-1 – DEBT SERVICE SCHEDULE – IMPROVEMENT AREA #1

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019		\$ 199,957.19	\$ 199,957.19
2020		470,487.50	470,487.50
2021	\$ 105,000.00	470,487.50	575,487.50
2022	110,000.00	464,450.00	574,450.00
2023	115,000.00	458,125.00	573,125.00
2024	125,000.00	451,512.50	576,512.50
2025	130,000.00	444,325.00	574,325.00
2026	135,000.00	436,850.00	571,850.00
2027	145,000.00	429,087.50	574,087.50
2028	155,000.00	420,750.00	575,750.00
2029	165,000.00	411,837.50	576,837.50
2030	170,000.00	402,350.00	572,350.00
2031	185,000.00	391,300.00	576,300.00
2032	195,000.00	379,275.00	574,275.00
2033	210,000.00	366,600.00	576,600.00
2034	220,000.00	352,950.00	572,950.00
2035	235,000.00	338,650.00	573,650.00
2036	250,000.00	323,375.00	573,375.00
2037	270,000.00	307,125.00	577,125.00
2038	285,000.00	289,575.00	574,575.00
2039	305,000.00	271,050.00	576,050.00
2040	325,000.00	251,225.00	576,225.00
2041	350,000.00	230,100.00	580,100.00
2042	370,000.00	207,350.00	577,350.00
2043	395,000.00	183,300.00	578,300.00
2044	425,000.00	157,625.00	582,625.00
2045	450,000.00	130,000.00	580,000.00
2046	485,000.00	100,750.00	585,750.00
2047	515,000.00	69,225.00	584,225.00
2048	<u>550,000.00</u>	<u>35,750.00</u>	<u>585,750.00</u>
Total	<u>\$7,375,000.00</u>	<u>\$9,445,444.69</u>	<u>\$16,820,444.69</u>

EXHIBIT B-2 – DEBT SERVICE SCHEDULE – MAJOR IMPROVEMENT AREA

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	--	\$ 99,705.00	\$ 99,705.00
2020	--	234,600.00	234,600.00
2021	--	234,600.00	234,600.00
2022	\$ 55,000.00	234,600.00	289,600.00
2023	60,000.00	231,300.00	291,300.00
2024	60,000.00	227,700.00	287,700.00
2025	65,000.00	224,100.00	289,100.00
2026	70,000.00	220,200.00	290,200.00
2027	70,000.00	216,000.00	286,000.00
2028	75,000.00	211,800.00	286,800.00
2029	80,000.00	207,300.00	287,300.00
2030	85,000.00	202,500.00	287,500.00
2031	90,000.00	196,762.50	286,762.50
2032	95,000.00	190,687.50	285,687.50
2033	100,000.00	184,275.00	284,275.00
2034	105,000.00	177,525.00	282,525.00
2035	115,000.00	170,437.50	285,437.50
2036	120,000.00	162,675.00	282,675.00
2037	130,000.00	154,575.00	284,575.00
2038	140,000.00	145,800.00	285,800.00
2039	150,000.00	136,350.00	286,350.00
2040	155,000.00	126,225.00	281,225.00
2041	170,000.00	115,762.50	285,762.50
2042	180,000.00	104,287.50	284,287.50
2043	190,000.00	92,137.50	282,137.50
2044	205,000.00	79,312.50	284,312.50
2045	220,000.00	65,475.00	285,475.00
2046	235,000.00	50,625.00	285,625.00
2047	250,000.00	34,762.50	284,762.50
2048	265,000.00	17,887.50	282,887.50
Total	<u>\$3,535,000.00</u>	<u>\$4,749,967.50</u>	<u>\$8,284,967.50</u>

EXHIBIT C – NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Collin County Clerk's Office
Honorable [County Clerk Name]
Collin County Administration Building
2300 Bloomdale Rd., Suite 2106
McKinney, TX 75071

Re: City of Anna Lien Release Documents for Filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Anna is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Anna
Attn: [City Secretary]
111 N Powell Parkway
P.O. Box 776
Anna, TX 75409-0776

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

**[City Secretary Name]
111 N Powell Parkway
P.O. Box 776
Anna, TX 75409-0776**

**[City Secretary Name]
111 N Powell Parkway
P.O. Box 776
Anna, TX 75409-0776**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF COLLIN §

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Anna, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Anna, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on November 13, 2018, the City Council approved Resolution No. 2018-11-506, creating the Hurricane Creek Public Improvement District; and

WHEREAS, the Hurricane Creek Public Improvement District consists of approximately 368.2 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about March 12, 2019, the City Council approved an Ordinance (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Hurricane Creek Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Collin County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Collin County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Collin County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF ANNA, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Anna, Texas, on behalf of said municipality.

Notary Public, State of Texas



Item No. 8.c.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Dana Thornhill

AGENDA ITEM:

Approve the Quarterly Investment Report for Quarter Ending June 30, 2020 (Finance Director Dana Thornhill)

SUMMARY:

In accordance with the Public Funds Investment Act, the City of Anna is required to submit a quarterly report on the investment of all Public Funds held by the City. The report includes the following:

- Review of the City's holdings
- Comparison of book vs. market value
- Allocation information
- Other information related to the PFIA

The City's portfolio as of quarter ending June 30, 2020 earned an average yield of 1.42%. The total year to date interest earnings are \$603,193. The Quarterly Investment Report for June 30, 2020 is attached for review.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the attached Quarterly Investment Report for the Quarter Ending June 30, 2020.

ATTACHMENTS:

1. Investment Report for Quarter Ending June 30, 2020

APPROVALS:

Dana Thornhill, Finance Director
Jim Proce, City Manager

Created/Initiated - 7/23/2020
Final Approval - 7/24/2020

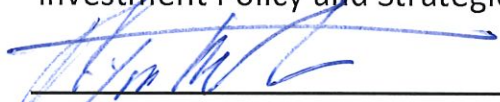


QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2020

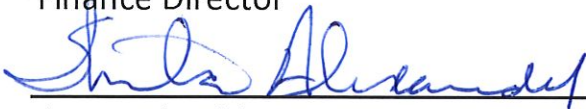
The investment portfolio of the City of Anna is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.



Assistant City Manager



Finance Director



Accounting Manager

Summary
Investment Report
April 1, 2020 to June 30, 2020

Quarter End Results by Investment Category:

<u>Asset Type</u>	<u>Ave. Yield</u>	June 30, 2020		March 31, 2020	
		Book Value	Market Value	Book Value	Market Value
Bank DDA	0.75%	\$ 20,122,585	\$ 20,122,585	\$ 14,379,240	\$ 14,379,240
Money Market	0.24%	\$ 6,210,167	\$ 6,210,167	\$ 6,206,454	\$ 6,206,454
Texpool	0.31%	\$ 27,572,052	\$ 27,572,052	\$ 27,550,556	\$ 27,550,556
CDs	2.16%	\$ 7,483,678	\$ 7,483,678	\$ 11,540,138	\$ 11,540,138
Totals		\$ 61,388,483	\$ 61,388,483	\$ 59,676,389	\$ 59,676,389

Current Quarter Average Yield
Total Portfolio 0.67%

Fiscal Year-to-Date Average Yield
Total Portfolio 1.42%

Quarterly Interest Income \$111,242
Year-to-date Interest Income \$603,193

Investment Report

April 1, 2020 to June 30, 2020

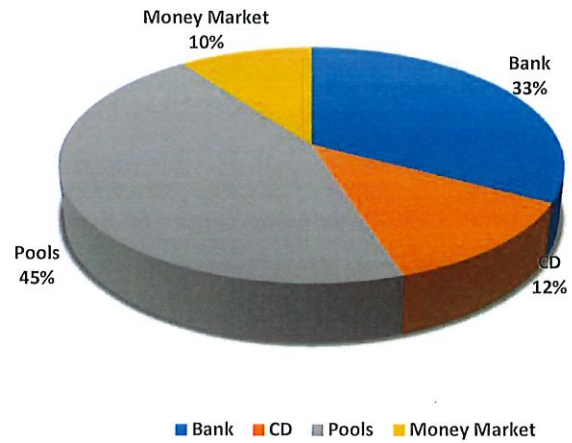
Summary of Total Investment Book Value by Fund Group

	<u>6/30/20</u>	<u>3/31/20</u>
General Fund	\$ 8,480,239	\$ 9,292,832
Debt Service Funds	795,915	771,358
General Capital Projects Non Bond	2,248,394	1,867,188
General Capital Projects Bond	26,491,243	27,904,088
Special Revenue Funds	5,347,761	4,222,634
Water & Sewer Fund	5,299,698	4,230,846
Utilities Funds - Restricted	11,215,838	10,114,078
EDC	464,944	476,309
CDC	1,044,451	797,055
TOTAL	<u>\$ 61,388,483</u>	<u>\$ 59,676,389</u>

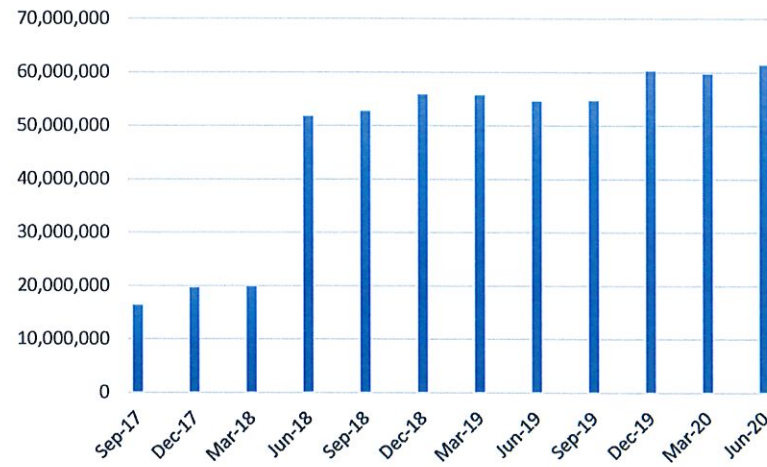
Investment Holdings
Investment Report
April 1, 2020 to June 30, 2020

Description	Yield	Maturity Date	Purchase Date	June 30, 2020		March 31, 2020		Qtr to Qtr Change
				Book Value	Market Value	Book Value	Market Value	
Independent Bank	0.75%	10/1/2019		\$ 20,122,585	\$ 20,122,585	\$ 14,379,240	\$ 14,379,240	\$ 5,743,346
Landmark Bank	0.24%	10/1/2019		\$ 6,210,167	\$ 6,210,167	\$ 6,206,454	\$ 6,206,454	\$ 3,713
TexPool	0.31%	10/1/2019		\$ 27,572,052	\$ 27,572,052	\$ 27,550,556	\$ 27,550,556	\$ 21,496
American Nat'l Bank CD #4805	1.76%	4/29/2020	11/1/2019	\$ -	\$ -	\$ 1,007,233	\$ 1,007,233	\$ (1,007,233)
American Nat'l Bank CD #2875	2.94%	5/1/2020	11/1/2018	\$ -	\$ -	\$ 1,041,079	\$ 1,041,079	\$ (1,041,079)
Landmark Bank CD #6681	1.77%	5/10/2020	11/10/2019	\$ -	\$ -	\$ 516,052	\$ 516,052	\$ (516,052)
Independent Bank CD #7902	2.47%	6/21/2020	6/21/2019	\$ -	\$ -	\$ 509,474	\$ 509,474	\$ (509,474)
Independent Bank CD #7899	2.47%	6/21/2020	6/21/2019	\$ -	\$ -	\$ 1,018,948	\$ 1,018,948	\$ (1,018,948)
American Nat'l Bank CD #2891	2.07%	8/1/2020	8/1/2019	\$ 519,429	\$ 519,429	\$ 516,764	\$ 516,764	\$ 2,665
Landmark Bank CD #6186	1.75%	8/1/2020	11/1/2019	\$ 1,011,459	\$ 1,011,459	\$ 1,007,192	\$ 1,007,192	\$ 4,267
Legacy Texas CD #6094	2.97%	9/21/2020	9/20/2018	\$ 263,019	\$ 263,019	\$ 261,209	\$ 261,209	\$ 1,810
American Nat'l Bank CD #2883	1.81%	11/1/2020	11/1/2019	\$ 2,081,172	\$ 2,081,172	\$ 2,072,094	\$ 2,072,094	\$ 9,078
American Nat'l Bank CD #4797	1.81%	11/1/2020	11/1/2019	\$ 1,011,852	\$ 1,011,852	\$ 1,007,438	\$ 1,007,438	\$ 4,413
American Nat'l Bank CD # 1660	2.23%	12/18/2020	6/18/2019	\$ 2,084,263	\$ 2,084,263	\$ 2,073,181	\$ 2,073,181	\$ 11,081
Independent Bank CD #7898	2.47%	12/21/2020	6/21/2019	\$ 512,485	\$ 512,485	\$ 509,474	\$ 509,474	\$ 3,011
TOTAL				\$ 61,388,483	\$ 61,388,483	\$ 59,676,389	\$ 59,676,389	\$ 1,712,094

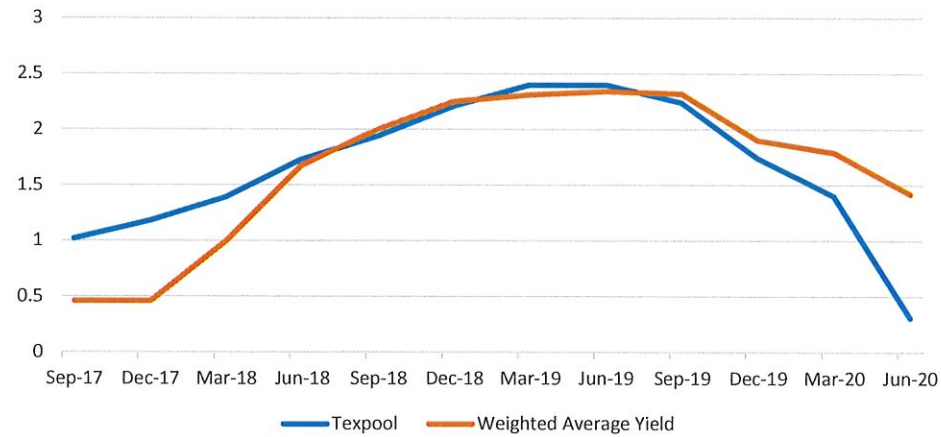
Portfolio Comparison



Total Portfolio



Total Portfolio Performance





Item No. 8.d.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Jeff Caponera

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to enter into a contract with Flock Safety, Inc. for the purchase, installation, and maintenance of five (5) fixed, pole-mounted automatic license plate recognition (ALPR) cameras. (Police Chief, Jeff A. Caponera)

SUMMARY:

As part of the Police Department's commitment to improve its crime prevention efforts and as part of the neighborhood policing program, the police department is requesting approval from Council to allow the City Manager to enter into a contract agreement to purchase five (5) fixed, pole-mounted automatic license plate reader (ALPR) cameras from Flock Safety, Inc.

These cameras will be strategically placed at ingress and egress points of the City. The police department will obtain TxDOT approval to place the cameras in TxDOT right-of-ways prior to installation.

Police officers are often searching for vehicles that have been reported stolen, are suspected of being involved in criminal or terrorist activities, are owned by persons who are wanted by authorities, or any of a number of other legitimate reasons. Victims and witnesses are frequently able to provide police with a description of a suspect's vehicle, including in some cases a full or partial reading of their license plate number.

Depending on the seriousness of the incident, officers may receive a list of vehicles of interest at the beginning of their shift, or receive radio alerts throughout the day, providing vehicle descriptions and plate numbers including stolen vehicles, vehicles registered or associated with wanted individuals or persons of interest, vehicles attached to an AMBER or missing persons alert, and "be on the lookout" or "BOLO" alerts. Oftentimes these lists may be sizable depending on several factors and criteria, which can present challenges for our patrol officers.

Anna police officers spend a good amount of time monitoring traffic during patrol and searching for vehicles of interest. When a potential vehicle of interest is observed, the officer will typically compare characteristics of the observed vehicle and driver with those of the wanted vehicle, including the license plate number, if known. If warranted,

the officer may stop the vehicle to further investigate. A license plate check will be run on the vehicle, either by the officer using an in-field computer to initiate the query, or by radioing dispatch for the query. Results of the query and of the officer's interaction and investigation of the driver will assist the officer in determining next steps.

In addition to spotting vehicles of interest, officers on patrol are also alert to vehicles with expired or missing license plates and annual renewal tags. Failure to maintain current license plate registration may indicate that one or more of several conditions have not been met, including failure to secure vehicle insurance, failing compulsory safety and/or emissions inspections, and simple failure to properly register the vehicle with the state motor vehicle authority. Some jurisdictions may withhold vehicle registration renewal if the owner has unpaid parking or traffic tickets. The lack of a plate or current tags may also indicate that the vehicle has been stolen.

The ALPR acts as a force multiplier, alerting officers via their in-car computers of hits from the various databases that make up the ALPR "hot list". Officers will be able to receive the alerts in real-time and respond to the area where the vehicle was last seen. This technology will also allow Collin County Dispatchers to see which ALPR camera the vehicle passed by and alert other police officers in the area as well.

We expect to improve the recovery of stolen vehicles, identify amber alert vehicles, BOLO vehicles, missing persons, and sex offenders, as well as improve intelligence gathering activities by providing back office software that allows for administration, data mining, reporting, data sharing, and intelligence gathering activities.

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Flock Safety is headquartered in Atlanta, Georgia. Flock Safety camera systems are live in over 600 cities in 38 states and over 210 police departments. With an average of 65 Hot List notifications sent an hour within jurisdictions throughout the U.S., the Flock team is helping agencies solve and prevent crime every hour.

FINANCIAL IMPACT:

The initial impact will be \$13,750. Each year upon renewal, the cost is \$2,500 per camera, assuming there are no price increases. The cost of the systems include maintenance, monitoring, and replacement due to malfunctions or damage.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. Resolution_Fock Safety
2. EXHIBIT A_Anna Police Department 5 Camera Contract (12m) (1)
3. EXHIBIT B_Anna Police Department 5 Camera Contract (24m)
4. Anna Police Dept Sole Source
5. Flock Safety Anna Police Department Info
6. Flock Safety - City Council (2) (2)

APPROVALS:

Jeff Caponera, Police Chief
Jim Proce, City Manager

Created/Initiated - 7/22/2020
Final Approval - 7/24/2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH FLOCK SAFETY, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE, AND MONITORING OF FIVE (5) AUTOMATED LICENSE PLATE RECOGNITION (ALPR) CAMERAS.

WHEREAS, the City of Anna, Texas City Council (the "City Council") has determined the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the police department in its crime prevention efforts and strategies; and

WHEREAS, the City Council desires to engage the services of Flock Safety, Inc. for acquisition, installation, maintenance, and monitoring of five (5) fixed, pole-mounted ALPR cameras; and

WHEREAS, funding for this project is available through the City's General Fund; and

WHEREAS, the City Council desires to authorize the City Manager to execute either a 12 month or 24 month contract (the "Agreement") attached hereto as EXHIBIT "A" and EXHIBIT "B" respectively, with Flock Safety, Inc.;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Agreement

The City Council hereby authorizes the expenditure and approves the Agreement for the acquisition, installation, maintenance, and monitoring of five (5) ALPR cameras from Flock Safety, Inc. The City Council further authorizes the City Manager to execute any associated documents necessary to consummate the business relationship.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 28th day of July, 2020.

APPROVED:

ATTEST:

Mayor, Nate Pike

City Secretary, Carrie Land

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer:	Contact:
Address:	Phone:
	E-Mail:
Usage Fees: \$12500 per Year (the “Payment Period”) Number of Cameras: 5	Initial Term: 12 Months Renewal Term: 12 Months
Installation Fee (one-time) \$1250 Pole Fee (one-time) \$0	Billing Contact: (if different than above) Expected Payment Method:

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title: Date:	By: Name: Title: Date:

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

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2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

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foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera

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offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

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6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

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LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

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9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

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Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer:	Contact:
Address:	Phone:
	E-Mail:
Usage Fees: \$12500 per Year (the “Payment Period”) Number of Cameras: 5	Initial Term: 24 Months Renewal Term: 24 Months
Installation Fee (one-time) \$1250 Pole Fee (one-time) \$0	Billing Contact: (if different than above) Expected Payment Method:

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title: Date:	By: Name: Title: Date:

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

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2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

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foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera

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offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

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6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

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LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

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9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

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Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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Re: Sole Source Letter for Flock Safety Cameras and Solution

To: Anna Police Department

Date: Jun 30, 2020

Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety Camera.

Description

- Wireless deployment of license plate reading cameras with integrated cellular communication
- Wireless ALPR camera in total weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- On device machine processing to limit LTE bandwidth consumption
- Covert industrial design for minimizing visual pollution
- Machine vision to analyze vehicle license plate, state recognition, vehicle color, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with paper plates and in the absence of a plate
- Machine vision to detect persons, animals, vehicles, and other cars
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, partial/full license plate, and object detection
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

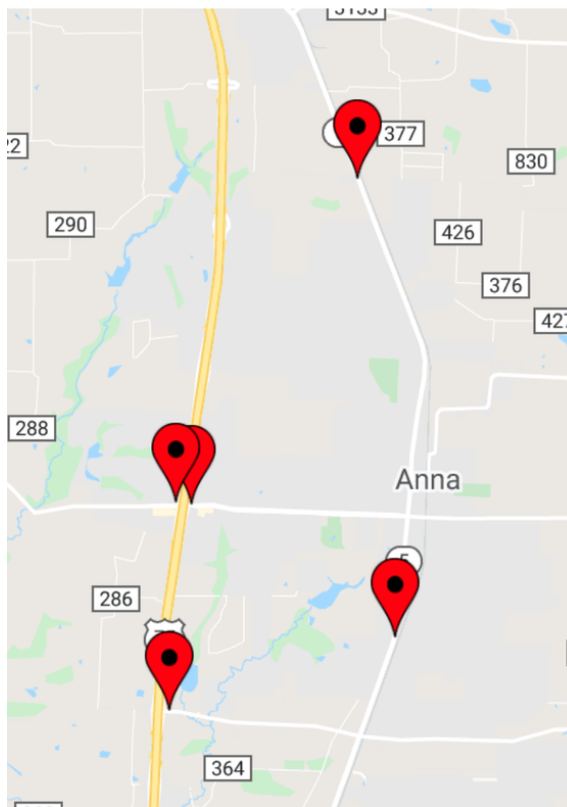
Thank you,

A handwritten signature in black ink, appearing to read 'G. Langley', with a stylized, cursive script.

Garrett Langley
CEO, Flock Safety

1170 Howell Mill Rd. NW · Suite 210, Atlanta, GA 30318

Flock Safety ALPR System - Anna Police Department



- Camera 1: SR 455 Eastbound (100 W White St, Anna, TX 75409)**
- Camera 2: SR 455 Westbound (312 FM 455, Anna, TX 75409)**
- Camera 3: SR 5 at Finley Blvd | Northbound (2043 E Finley Blvd, Anna, TX 75409)**
- Camera 4: SR 5 at SR 373 Southbound (1499 Co Rd 373, Anna, TX 75409)**
- Camera 5: Collin County Outer Loop Eastbound (8080 US-75, Anna, TX 75409)**

Flock Safety's ALPR system includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety camera systems are live in over 600 cities in 38 states and over 210 police departments. With an average of 65 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every hour.

Our Team

We are a team of passionate engineers and developers focused on creating cutting-edge technology to help solve and prevent crime. We do this by building our own hardware, writing our own software, and continuously improving our systems. Ongoing customer feedback is at the core of our product. We release regular enhancements based on customer needs, so we can deliver the best technology to help eliminate non-violent crime.

Purpose

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by car type, color, timeframe, or plate detail

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a 60% reduction in overall crime by focusing on the beat with the highest crime levels.

Product

Flock Safety cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

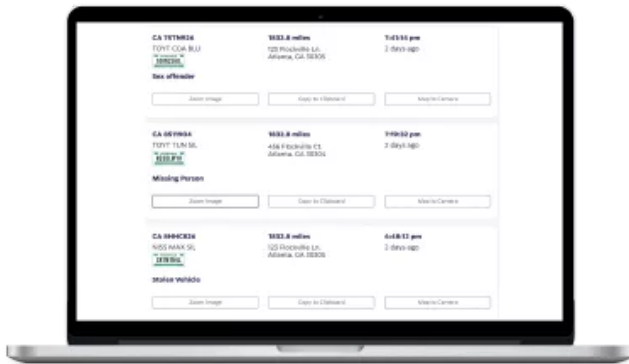
The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.



Software User Interface

Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- Hot plate alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)



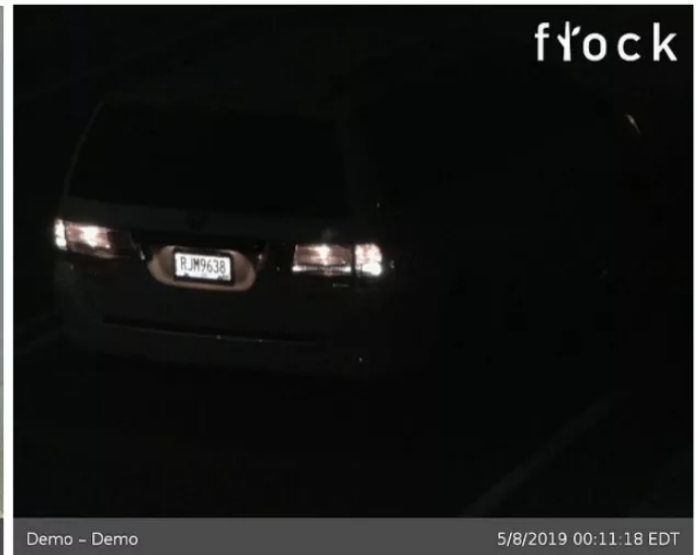
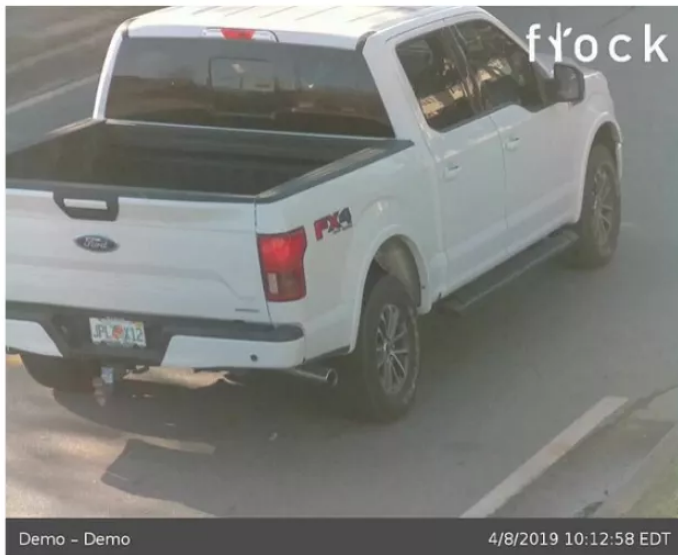
Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Filter by *Vehicle Fingerprint*
 - Timeframe
 - Object (Vehicle, Bicycle, Animal Person)
 - Vehicle Characteristics
 - Plate (partial)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status

Performance

Day Time Footage

Night Time Footage



Results

Jersey Village, Texas - [A camera on every street to create a virtual gate](#)

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

Marietta, Georgia - [34% reduction in calls for service in targeted hotspots](#)

Cameras within the county led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb
- Flock Cameras: 70 and growing (30 police cameras and 40 private cameras)
- Residents: 650,000
- Installation: Two months from purchase for first hotspot

Redlands, California - [Contain crime with custom hotlist alerts](#)

A string of commercial burglaries across two towns led officers to create a custom hotlist alert for the suspected vehicle's tag. Within three days, detectives received the notification and were able to pursue the suspect.

- Location: San Bernardino suburb
- Flock Cameras: 14

- Residents: 70,000
- Installation: Phased approach, ongoing

Post Purchase Order

Safety-as-a-Service

- Customer Support team to provide ongoing support
- Regular software updates at no additional cost
- Unlimited users for hotlist integration and alerts, and camera footage search
- Maintenance requests handled within 72 hours of request submission

Installation & Camera Locations

The average installation is to 8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection

Solar & existing pole



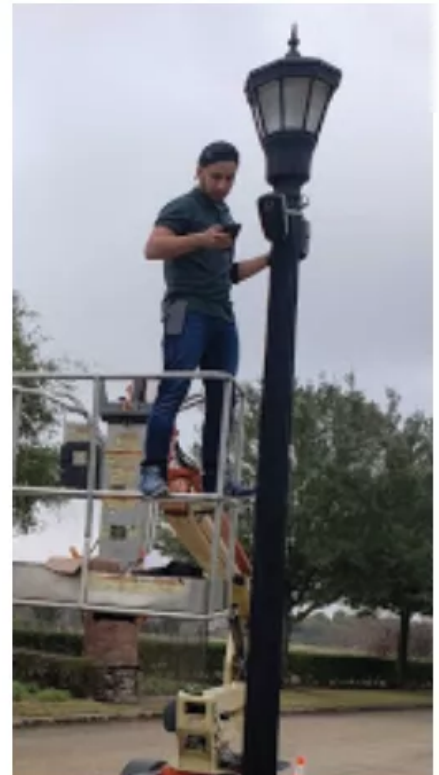
Entrance to Hotel

Solar & Flock 12 foot pole



City Foot Traffic Street

Electric & existing pole



Pricing & Contract Details

Traditional ALPR systems have upfront costs ranging from \$10,000 to \$30,000 per camera. Additionally, due to infrastructure requirements installation can be costly and timing can vary drastically.

Flock’s ALPR camera is the only completely wireless system designed for city-wide protection. This fully infrastructure-free setup with options for solar or direct power, allows us to offer flexible and affordable pricing. Helping police across the country have more eyes on the street to help reduce crime in a matter of weeks.

Subscription Details	Price	QTY	Subtotal
2 Year Warranty			
Annual Subscription Price per year	\$2,500.00	5	\$12,500.00
Automatic License Plate Reader (ALPR) Solar or DC Power 2 Year Maintenance Warranty	\$0.00	5	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	5	\$0.00
Installation Camera Setup Shipping & Handling	\$250.00	5	\$1,250.00
Other Cellular Mounting Equipment	\$0.00	5	\$0.00
Annual Subscription Price			

Subtotal

\$13,750.00

Total

\$13,750.00

Flock Safety

- Based in Atlanta, GA
- Cameras made in the USA
- Live in 38 states
- Help solve up to 15 crimes an hour



Our Mission

Eliminate
non-violent crime

Why?

82%

crime unsolved

70%

with a vehicle

Source: Bureau of Justice Statistics

How We Do It

Use **technology** to
capture evidence and
solve crime

Flock Safety Falcon™ Camera



- Install anywhere
- Sees like a detective
- Sends hot tag alerts from FBI's NCIC list
- Includes installation and ongoing maintenance



**Solar &
Existing Pole**



**Electric &
Existing Pole**



**Solar &
Flock Pole**



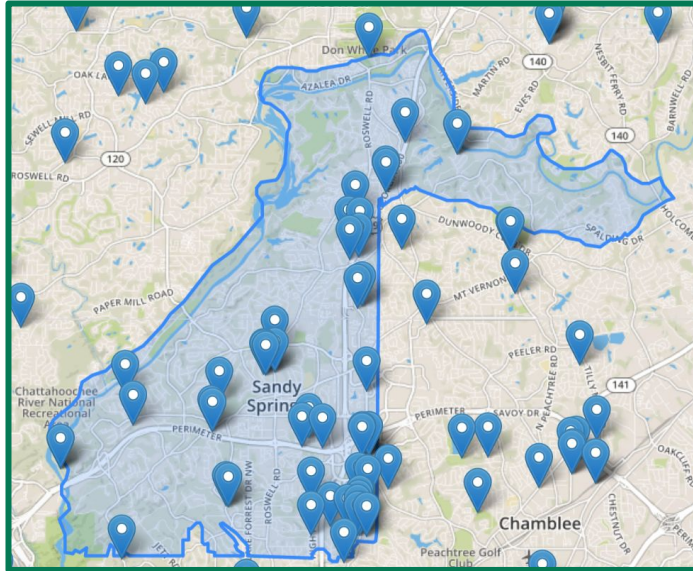
Speed Trailer

Traditional Cameras

- Cost up to \$30,000 per camera
- Require power and internet connection
- Don't include installation, maintenance, and ongoing enhancements



Arrested Serial Mail Fraud Suspect



Extend Your Footprint

Public + Private Cameras



More evidence =
More crimes solved

Why Flock Safety?

- **Better product** captures more evidence
- **Better price** to install more cameras
- **Better community engagement** through public + private partnership



QUESTIONS?



Item No. 8.e.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Ross Altobelli
Marc Marchand

AGENDA ITEM:

Approve a Resolution amending Article A2.000 Building Related Fees and Article A3.000 Development Fees within Appendix A: Fee Schedule of The City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)

SUMMARY:

See attached staff report.

FINANCIAL IMPACT:

Having City fees comparable to other cities.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Recommend approval as submitted.

ATTACHMENTS:

1. Council Report - Fee schedule
2. Fee schedule Ordinance - FINAL

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 7/24/2020
Final Approval - 7/24/2020

CITY OF ANNA

CITY COUNCIL

July 28, 2020

DESCRIPTION:

The recently adopted Council Action Agenda 2020 – 2021 identifies Development Fees as a High Priority item under the Management Agenda section. It is a best management practice to review Fee Assessments on a periodic basis, typically every three to five years, or when major changes to Department costs are implemented. The City of Anna last updated the plat fees in 2008 and the zoning application fees and site plan review; miscellaneous development fees in 2004. Many of the existing development fees within the City of Anna fee schedule are not in keeping with the actual cost of review and processing and the purpose associated with reviewing and updating these fees are to ensure taxpayers are not subsidizing the cost of private development within the City of Anna.

Over 27 municipalities fee schedules were reviewed as part of staff's research. Attached within Exhibit 1 is a fee comparison between the City of Anna and eight (8) of those municipalities researched (Celina, Frisco, McKinney, Murphy, Plano Prosper, Sachse, Fates). These municipalities were specifically chosen based on multiple factors; population, geographic similarities, past, present, and future development pressures, and employment of professional development review staff.

Below in Table 1 are the City of Anna existing application fees being considered for increase along with the proposed fee and a brief justification associated with the increase.

Additionally, the Neighborhood Services Division is requesting to increase the Annual Rental Registration fee from \$50 to \$75 and require the Mobile Home License fee, \$250 plus \$10 for each mobile home lot, be an annual fee requirement. The proposed changes are represented by fees that are revenue neutral and fairly compensate the City for costs incurred for the services provided and are relative to the fees for residential rental registrations and mobile home licenses in similar municipalities

SUMMARY:

Staff is recommending City Council approve amendments to the fee schedule by modifying existing fees and creating new fees for services currently required by the Planning and Development Regulations within the Code of Ordinance.

Further, staff is recommending adding language requiring fees calculated on a per acre basis be rounded up to the next whole acre (i.e., 2.3 acres to 3 acres).

TABLE 1				
	Existing Fee		Proposed Fee	Justification
Zoning application or rezoning fees	\$300 plus \$10/acre		\$500 plus \$10/acre	Zoning requests need to be examined to ensure compliance with adopted comprehensive plan, state law requires public hearing notices, metes and bounds need to be confirmed and city mapping updated to reflect change.
Zoning application fees - planned development	\$500 plus \$30/acre		\$1,000 plus \$30/acre	Planned Developments are typically complex which require extensive review of existing and proposed zoning, drafting of ordinances, planned development stipulations, and development agreements.
Concept plans	NO FEE		\$50 an acre with a minimum fee of \$250	Anna currently doesn't have a fee associated with a Concept Plan. However, a Planned Development zoning request requires the submittal of a concept plan. The concept plan is a general site assessment and development concept and ensures compliance with proposed development regulations. Determination of building placement, design and location of drives, aisles, and parking, preliminary design of open space, landscaping, and amenities are other features identified on the plan.
Site plan review	\$250 for one acre or less; \$300 for greater than one acre		\$100 an acre with a minimum fee of \$250	Proposed increase keeps the same fee for developments one acre or less. Increase in fee is triggered once proposed development is greater than 2 acres. The updated fee schedule removes the assumption that all developments greater than one acre trigger the same level of service.
Landscape plan	NO FEE		\$100 an acre with a minimum fee of \$250	Anna currently doesn't have a fee associated with Landscape Plans. However landscape plans are required to be submitted with the development of Planned Developments, nonresidential developments, multifamily development, and residential subdivisions. The level of detail required for these plans is similar to a Site Plan therefore staff believe the same review fee is justified.
Façade/Elevation Plan	NO FEE		\$100	Anna currently doesn't have a fee associated with Façade/Elevation Plans. Most Planned Developments include development agreements that include requirements for building materials, percentage of materials, and signage.
Preliminary plats	\$325 plus \$5/lot		\$500 plus \$10/lot	Increase would be comparable to communities with similar development preasures.
Final plats	\$325 plus \$5/lot		\$500 plus \$10/lot	Increase would be comparable to communities with similar development preasures.
Replat	\$325.00/plat plus \$5.00/lot plus \$50 fee		\$500 plus \$10/lot	Increase would be comparable to communities with similar development preasures.
Minor plat/replat (no new public infrastructure)	\$325/plat plus \$5/lot plus \$50 fee		\$500 plus \$10/lot	Same level of information and review will be required regardless if there is public infrastructure. Staff is recommending removing the \$50 (recording) fee which is now a requirement of the applicant.
Substantially Conforming Site plan	NO FEE		\$100	Substantially Conforming Site Plans (SCSP) are plan revisions that are 1,000 sq. ft. or less or involve 20 parking spaces or less. Currently the city does not have a fee associated with review of a SCSP.

RECOMMENDATION:

Recommended for approval as follows: (additions are indicated in underlined text; deletions are indicated in strikethrough text).

ARTICLE A2.000 BUILDING RELATED FEES

Sec. A2.004 Miscellaneous permit fees

- (p) Annual rental registration. ~~\$25.00~~ \$75.00.
- ~~(q) Rental inspection program certificate of occupancy. \$50.00.~~

Sec. A2.008 Annual registration fees and reinspection fees for rental properties and multifamily residential building

- (a) Annual rental property registration fee. The annual fee for a rental property is ~~\$50.00~~ \$75.00. ~~The fee for issuing a replacement for a lost, destroyed, or mutilated license is \$25.00.~~
- (b) Annual multifamily residential building registration fee. The annual fee for registration of a multifamily residential building is \$100.00 or \$25.00 per dwelling unit, whichever is greater. ~~The fee for issuing a replacement for a lost, destroyed, or mutilated license is \$25.00.~~

ARTICLE A3.000 DEVELOPMENT FEES

Sec. A3.002 Zoning application fees

- (a) Zoning application or rezoning fees: Zoning application or rezoning fees shall be ~~\$300.00~~ \$500.00 plus \$10.00 per acre on a tract of land, to be paid at the time such application is submitted to the city secretary.
- (b) Zoning application fees - planned development: Zoning application or rezoning fees shall be ~~\$500.00~~ \$1,000.00 plus \$30.00 per acre on a tract of land, to be paid at the time such application is submitted to the city secretary.

Sec. A3.004 Site plan review; miscellaneous development fees

- (a) Site plan review: The fee for review of site plans shall be ~~\$250.00 for site plans covering one acre or less and shall be \$300.00 for site plans for more than one acre~~ \$100 an acre with a minimum fee of \$250 to be paid at the time the site plan is filed with the ~~city secretary~~ Planning and Development department.
- (d) Landscape inspection plan review: The fee for ~~review of a landscape inspection plans~~ shall be \$100 an acre with a minimum fee of \$250 to be paid at the time the landscape plan is filed with the Planning and Development department.
- (f) Concept plan review: The fee for review of concept plans shall be \$50.00 an acre with a minimum fee of \$250.00 to be paid at the time the concept plan is filed with the Planning and Development department.

(g) Façade/Elevation Plan: The fee for review of façade/elevation plans shall be \$100.00 per building to be paid at the time the façade/elevation plan is filed with the Planning and Development department.

(h) Substantially Conforming Site Plan: The fee for review of substantially conforming site plans shall be \$100.00 paid at the time the substantially conforming site plan is filed with the Planning and Development department.

Sec. A3.005 Plat fees

(e) Fees and charges shall be calculated in accordance with the following schedule:

(1) Preliminary plats: \$325.00 \$500.00 per plat, plus \$5.00 \$10.00 per lot.

(2) Final plats: \$325.00 \$500.00 per plat, plus \$5.00 \$10.00 per lot. Plus \$50.00 filing fee.

(3) Combination preliminary and final plats: \$325.00 \$500.00 per plat, plus \$5.00 \$10.00 per lot. Plus \$50.00 filing fee.

(6) Minor plat/replat (no new public infrastructure): \$325.00 \$500.00 per plat, plus \$5.00 \$10.00 per new lot created. Plus \$50.00 filing fee.

(8) Amended plat: An amended plat shall be \$325.00, plus \$5.00 per lot, plus \$50.00 filing fee, to be paid at the time such application is submitted to the planning and development department.

Sec. A3.007 Mobile home and mobile home park fees

(a) Mobile home park license, initial fee: It shall be unlawful for any person to construct, maintain or operate a mobile home park within the city limits without a license therefor. An initial fee of \$250.00, plus \$10.00 for each mobile home lot, shall be required for the first annual mobile home park license.

(b) Mobile home park license renewal: Thereafter, a renewal fee of \$25.00, plus \$1.00 for each mobile home lot, will be charged for each annual license for each successive year.

EXHIBIT 1

	ANNA	CELINA	FRISCO	MCKINNEY	MURPHY	PLANO	PROSPER	SACHSE	FATE	
POPULATION	14,243	12,775	188,170	191,645	20,611	288,061	28,039	26,122	14,206	
	EXISTING DEVELOPMENT REVIEW FEES									PROPOSED FEES
Zoning application or rezoning fees	\$300 plus \$10/acre		\$750 for 49.9 acres or less; \$1,200 for 50 acres or more	\$500 + \$15/acres up to 250 acres; \$8/acre over 250	\$1,000	\$600 Residential; \$1,500 Commercial & Multifamily	\$550 +\$10/acre	\$400 +\$15/acre	\$500 + \$20/acre + Notification fee	\$500 plus \$10/acre
Zoning application fees - planned development	\$500 plus \$30/acre	\$750	\$1,200 + \$10/acre	\$1,000	\$1,000 + \$50/acre	\$1,500 for 0-50 acres plus \$10 per acre over 50 acres	\$750 + \$30/acre	\$750 + \$15/acre	\$1,000 + \$100/acre + Notification Fee +15% (if city drafts PD)	\$1,000 plus \$30/acre
Concept plans	NO FEE			\$200 + \$18/acre	\$500	\$350			\$500	\$50 an acre with a minimum fee of \$250 min.
Site plan review	\$250 for one acre of less; 300 for greater than one acre	\$500	\$100/acre	\$250	\$500	\$100/acre w/\$250 min	\$400 + \$5/acre		\$1,000 + \$10/acre (150 acres max) or \$1,000 + \$50/acre (150 max) + Engineering + Notification	\$100 an acre with a minimum fee of \$250
Landscape plan	NO FEE	\$300 or \$600 depending on review process				\$100 per acre with a minimum fee of \$250			\$500	\$100 an acre with a minimum fee of \$250
Façade/Elevation Plan	NO FEE					\$100				\$100
Preliminary plats	\$325 plus \$5/lot	\$500 + \$10/lot	\$100 + \$15/lot	\$325 + \$5/lot	\$500 + \$50/acre	\$280 acre	\$400 + \$10/lot	\$400 + \$15/acre	\$400 + \$20/acre +engineering fees	\$500 plus \$10/lot
Final plats	\$325 plus \$5/lot	\$500 + \$10/lot	SF \$100 + \$20/lot MF\$100+\$5/unit Non-Res \$100+\$40/acre	\$325 + \$5/lot	\$500 + \$50/acre	\$250 + \$5/lot	\$500 + \$10/lot	\$450 + \$15/acre	\$325 + \$50/acre + engineering fees	\$500 plus \$10/lot
Replat	\$325.00/plat plus \$5.00/lot plus \$50 fee	\$500 + \$10/lot	SF \$100 + \$20/lot; MF \$100 + 5/lot; Non-Res \$100+\$40/acre	\$325 + \$5/lot	\$500 + \$50/acre	\$250 + \$5/lot	\$500 + \$10/lot	\$450 + \$15/acre	\$2,000 + Notification Fee	\$500 plus \$10/lot
Minor plat/replat (no new public infrastructure)	\$325/plat plus \$5/lot plus \$50 fee	\$400	SF \$100 + \$20/lot; MF \$100 + 5/lot; Non-Res \$100+\$40/acre	\$325 + \$15/lot	\$500 + \$50/acre	\$250 + \$5/lot	\$250	\$450 + \$15/acre	\$600 + Notification fee	\$500 plus \$10/lot
Substantially Conforming Site plan	NO FEE		\$100			\$100				\$100

Fees calculated on a per acre basis shall be rounded up to the next whole acre (i.e., 2.3 acres to 3 acres).

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING APPENDIX A (FEE SCHEDULE) 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 Schedule of Fees; and

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizen to amend sections of Article A2.000 (Building Related Fees) and Article A3.000 (Development Fees) within Appendix A (Fee Schedule) of The Anna City Code of Ordinances ("Anna Code") by adjusting rates for permits and inspections to reflect actual costs of administration, plan review, filed inspections, and removing items no longer used;

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Amendment

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Article A2.000 (Building Related Fees) and Article A3.000 (Development Fees) of Appendix A (Fee Schedule) are hereby amended as follows

ARTICLE A2.000 BUILDING RELATED FEES

Sec. A2.004 Miscellaneous permit fees

[...]

(p) Annual rental registration. \$25.00-\$75.00.

~~(q) Rental inspection program certificate of occupancy. \$50.00.~~

Sec. A2.008 Annual registration fees and reinspection fees for rental properties and multifamily residential building

(a) Annual rental property registration fee. The annual fee for a rental property is

~~\$50.00 \$75.00. The fee for issuing a replacement for a lost, destroyed, or mutilated license is \$25.00.~~

(b) Annual multifamily residential building registration fee. The annual fee for registration of a multifamily residential building is \$100.00 or \$25.00 per dwelling unit, whichever is greater. ~~The fee for issuing a replacement for a lost, destroyed, or mutilated license is \$25.00.~~

[...]

ARTICLE A3.000 DEVELOPMENT FEES

[...]

Sec. A3.002 Zoning application fees

(a) Zoning application or rezoning fees: Zoning application or rezoning fees shall be ~~\$300.00 \$500.00~~ plus \$10.00 per acre on a tract of land, to be paid at the time such application is submitted to the city secretary.

(b) Zoning application fees - planned development: Zoning application or rezoning fees shall be ~~\$500.00 \$1,000.00~~ plus \$30.00 per acre on a tract of land, to be paid at the time such application is submitted to the city secretary.

[...]

Sec. A3.004 Site plan review; miscellaneous development fees

(a) Site plan review: The fee for review of site plans shall be ~~\$250.00 for site plans covering one acre or less and shall be \$300.00 for site plans for more than one acre~~ \$100 an acre with a minimum fee of \$250 to be paid at the time the site plan is filed with the city secretary Planning and Development department.

[...]

(d) Landscape inspection plan review: The fee for review of a landscape inspection plans shall be \$100 an acre with a minimum fee of \$250 to be paid at the time the landscape plan is filed with the Planning and Development department.

[...]

(f) Concept plan review: The fee for review of concept plans shall be \$50.00 an acre with a minimum fee of \$250.00 to be paid at the time the concept plan is filed with the Planning and Development department.

(g) Façade/Elevation Plan: The fee for review of façade/elevation plans shall be \$100.00 per building to be paid at the time the façade/elevation plan is filed with the Planning and Development department.

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conforming site plans shall be \$100.00 paid at the time the substantially conforming site plan is filed with the Planning and Development department.

Sec. A3.005 Plat fees

[...]

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[...]

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[...]

(8) Amended plat: An amended plat shall be \$325.00, plus \$5.00 per lot, plus \$50.00 filing fee, to be paid at the time such application is submitted to the planning and development department.

[...]

Sec. A3.007 Mobile home and mobile home park fees

(a) Mobile home park license, initial fee: It shall be unlawful for any person to construct, maintain or operate a mobile home park within the city limits without a license therefor. An initial fee of \$250.00, plus \$10.00 for each mobile home lot, shall be required for the first annual mobile home park license.

(b) Mobile home park license renewal: Thereafter, a renewal fee of \$25.00, plus \$1.00 for each mobile home lot, will be charged for each annual license for each successive year.

[...]

Section 3. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 4. **Penalty**

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

Section 5. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 28th day of July 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 9.a.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Hold a Public Hearing and take any necessary action on an ordinance amending park development fund regulations to allow expenditures related to events and recreation programs (Neighborhood Services Director Marc Marchand).

SUMMARY:

Per City Council's directive in Anna's Strategic Plan to create strong community events and festivals, activities and a variety of programs, staff is bringing before the City Council amendments to the Ordinance governing the use of the Parks Development Fund.

Anna's significant population growth is causing an increase in the demand for recreation programs and events. To provide these services to Anna Neighbors, funding is needed. This Ordinance amends the Park Development Fund regulations to expand its use and provide funding for such purposes. It also allows for staffing associated with recreation programs and events to be funded from the Parks Development Fund due to the labor intensive nature of putting them on.

The Parks Development Fund is performing very well, and the increase over previous fiscal years is enough capacity to cover capital projects and have funding for recreational programs and events. The revenue estimate for the Parks Development Fund in the FY 2019/2020 Budget is \$811,500. The estimate for the Parks Development Fund in the proposed FY 2020/2021 Budget is \$1,105,500. This is a difference of \$294,000 which is enough to cover staff's request in the FY 2020/2021 Budget of \$255,500 for recreation programs and events.

Furthermore, as part of the Capital Improvement Program, (CIP), process staff has projected revenues and expenditures from prospective projects over a 5-year period. The proposed Parks CIP will be brought to the Parks Advisory Board and the City Council for consideration at upcoming meetings. The estimates in the Parks CIP project a fund balance of over \$1 Million in FY 2021/2022 and over \$2 Million in FY 2023/2024. For this reason, staff believes the Parks Development Fund is a stable funding source for recreation programs and events until other revenue streams become

available to build a budget elsewhere.

Following is a breakdown of the proposed funding allocations that will be requested for recreation programs and events from the Parks Development Fund.

Christmas \$36,000
Harvest Fest \$30,000
Music in the Park \$3,000
Movies in the Park \$3,000
Races \$2,000
Bunny Daze \$5,000
Doggie BDay Party \$2,000
Fireworks \$25,000
Parade \$3,000
Recreation Programs \$84,550
Staffing \$62,000

The Parks Advisory Board met on February 24, 2020 and recommends approval of using the Parks Development Fund for events and recreation programs.

FINANCIAL IMPACT:

The overall financial impact is estimated to be \$255,500 annually.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve the Ordinance amending the Park Development Fund to allow expenditures related to events and recreation programs.

ATTACHMENTS:

1. Parks Development Fund Ordinance
2. Ord 822-2019 Amending Park Fees
3. Proposed Recreation Programs
4. Parks Development Fund Ordinance Word
5. Proposed Recreation Programs Excel

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager

Created/Initiated - 7/24/2020

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

Approved - 7/24/2020
Final Approval - 7/24/2020

CITY OF ANNA, TEXAS ORDINANCE NO. _____

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

WHEREAS, the City of Anna, Texas (the "City") previously adopted ordinances governing the Parks Development Fund; and

WHEREAS, funds from the Parks Development Fund may be used for purposes related to planning and developing parks and recreation facilities and for maintenance equipment; and

WHEREAS, the population of Anna has grown at a high rate, and Anna Neighbors have expressed a desire for more recreational offerings and events; and

WHEREAS, the Parks Advisory Board has discussed changes to this Ordinance and recommends the Parks Development Fund be allowed to be used for recreational offerings and events; and

WHEREAS, the City of Anna, Texas City Council has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Chapter 9 (Planning and Development Regulations), Article 9.02 (Subdivision Regulations), Division 4 (Public Sites and Open Spaces), Section 9.02.135 (Park Land and Public Facility Dedication), Subsection (e) Park Development Fund of The Anna City Code of Ordinances ("Anna Code") by amending regulations related to the Parks Development Fund;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Chapter 9 (Planning and Development Regulations), Article 9.02 (Subdivision Regulations), Division 4 (Public Sites and Open Spaces), Section 9.02.135 (Park Land and Public Facility Dedication), Subsection (e) Park

Development Fund of the Anna Code.

In accordance with Article 1.01 of the Anna Code, the following amendments are made to Chapter 9 (Planning and Development Regulations), Article 9.02 (Subdivision Regulations), Division 4 (Public Sites and Open Spaces), Section 9.02.135 Park Land and Public Facility Dedication), Subsection (e) Park Development Fund:

(e) Park development fund

(1) All funds collected by this dedication process or collected under subsection (c)(4) above will be deposited into the city's park development fund and used for parks and recreation purposes related to the following:

(A) Land acquisition;

(B) Capital improvements;

(C) Planning, engineering and design of parks and recreation facilities;

(D) Construction of new parks and recreation facilities;

(E) Rehabilitation and modernization of existing parks and recreation facilities;

(F) Maintenance and equipment for new parks and recreation facilities;

(G) Maintenance and equipment for existing, and recently rehabilitated and modernized parks and recreation facilities;

(H) Long-range planning for land, facilities, recreation and related programs; or

(I) Feasibility studies, market studies and economic impact analysis relating to parks and recreation projects and programs; or

(J) Creation, planning, management, administration, operation, marketing and promotion of events and recreational activities.

- (2) Except as may relate to the creation, planning, management, administration, operation, marketing and promotion of events and recreational activities, amounts deposited into the parks development fund shall not be used for staffing and daily operations. All expenditures from said fund will adhere to the city's procurement policies and practices.

Section 3. 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 \$500 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 4. Savings, Severability and Repealing Clauses.

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

Section 5. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this 28th day of June 2020.

APPROVED

Mayor Nate Pike

ATTESTED

City Secretary Carrie L. Land

CITY OF ANNA, TEXAS ORDINANCE NO. 822-2019

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING PART III-A SUBDIVISION REGULATIONS, ARTICLE 4 PUBLIC SITES AND OPEN SPACES, SECTIONS 5.03 (d) AND 5.05; AMENDING PART IV SCHEDULE OF FEES, ARTICLE 4 DEVELOPMENT FEES, SECTION 6 PARKS, SCHOOL SITES, PUBLIC AREAS PERMIT FEES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$500; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas (the "City") previously adopted ordinances, rules and regulations governing the Subdivision Regulations and Schedule of Fees; and

WHEREAS, the City of Anna, Texas City Council has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Part III-A Subdivision Regulations, Article 4 Public Sites and Open Spaces, Section 5.03 (d) Dedication of Land and Payment of Park Development Fee, Section 5.05 Park Development Fund, and Part IV Schedule of Fees, Article 4 Development Fees, Section 6 Parks, School Sites, Public Areas Permit Fees of The Anna City Code of Ordinances ("Anna Code") by amending regulations related to park development fees and the park development trust fund;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Part III-A, Article 4, Section 5.03(d).

In accordance with The Anna City Code of Ordinances ("Anna Code"), the following amendments are made to Part III-A Subdivision Regulations, Article 4, Public Sites and Open Spaces, Section 5.03 (d):

5.03 General Requirement: Dedication of Land and Payment of Park Development Fee

[...]

(d) Park Development Fee. In ~~Addition~~addition to the required dedication of land, as set forth above, there shall also be a park development fee paid to the City of Anna as a condition of Plat approval. Such park development fee shall be set from time to time by ordinance of the City Council and shall be sufficient to provide for

the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the Subdivision is located. Park development fees are found in Part IV (Schedule of Fees) of this Code. Such fee shall be paid at the time of application for a building permit.

Section 3. Amendment to Part III-A, Article 4, Section 5.05.

In accordance with the Anna Code the following amendments are made to Part III-A Subdivision Regulations, Article 4 Public Sites and Open Spaces, Dedication of Land and Payment of Park Development Fee, Section 5.05 Park Development Fund.

5.05 Park Development Fund

~~Park Development Fund. All funds collected by this dedication process will be deposited in the City of Anna's Park Development Trust Fund and used solely for the purchase and leasing of park land and the development and maintenance of same. All budget appropriations from the said Fund will be reviewed and approved by the City Council as part of the annual budget approval process.~~

5.05 Park Development Fund

Park Development Fund. All funds collected by this dedication process or collected under Section 5.03(d) will be deposited into the City of Anna's Park Development Trust Fund and used for parks and recreation purposes related to the following:

- 1) Land acquisition;
- 2) Capital improvements;
- 3) Planning, engineering and design of parks and recreation facilities;
- 4) Construction of new parks and recreation facilities;
- 5) Rehabilitation and modernization of existing parks and recreation facilities;
- 6) Maintenance and equipment for new parks and recreation facilities;
- 7) Maintenance and equipment for existing, and recently rehabilitated and modernized parks and recreation facilities;
- 8) Long-range planning for land, facilities, recreation and related programs; or
- 9) Feasibility studies, market studies and economic impact analysis relating to parks and recreation projects and programs.

Amounts deposited into the Parks Development Trust Fund shall not be used for staffing and daily operations. All expenditures from said fund will adhere to the City's procurement policies and practices.

Section 4. Amendment to Part IV, Article 4 Development Fees, Section 6 Parks, School Sites, Public Areas Permit Fees.

In accordance with the Anna Code the following amendments are made to Part IV Schedule of Fees, Article 4 Development Fees, Section 6 Parks, School Sites, Public Areas Permit Fees:

~~Part IV Article 4 Development Fees, Section 6~~

~~Section 6. Parks, School Sites, Public Areas Permit Fees~~

~~A fee in the amount of \$1,500 for each single-family residential unit and \$2,000 for each multifamily unit built in the city shall be paid to the City of Anna at the time of application for a building permit. Said fee shall be retained in a special account to be used for park, recreation, and open-space capital improvements, including purchase of land. The City Council retains the right to negotiate with the subdivider in individual cases in which the subdivider desires to donate property with special features and/or value. In such cases, the amount of the park fee may be reduced.~~

Part IV Article 4 Development Fees, Section 6

Section 6. Parks, School Sites, Public Areas Permit Fees

A fee in the amount of \$1,500 for each single-family residential unit and \$2,000 for each multifamily unit built in the city shall be paid to the City of Anna at the time of application for a building permit; said fees shall be deposited into the Park Development Fund.

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 \$500 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 6. Savings, Severability and Repealing Clauses.

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

Section 7. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this 11th day of June 2019.

APPROVED



Mayor Nate Pike

ATTESTED



City Secretary Carrie Smith

PROPOSED RECREATIONAL PROGRAMMING

Preschool Programs	Description	Season	Time	Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
Martial Arts	Karate - 2 Levels	Spring	24 Classes/2 Per Week/3 Months	\$3,600	\$1,080	\$2,160	Mat
Dance	Ballet, Tap, Jazz, Hip Hop - 2 Age Groups	Spring	24 Classes/2 Per Week/3 Months	\$3,600	\$1,080	\$2,160	Bar, Mat, Music
Young Musicians	Varying Musical Instruments for Kids	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Musical Instruments
Young Picasso	Ending with an Art Expo	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Easels
Weird & Wacky Science	Science Experiments	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Equipment
Land & Sea Animal Adventures	Learn About Animals	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Equipment
Total				\$12,000	\$3,600	\$7,200	
Cost to City After Cost Recovery					\$8,400	\$4,800	

Youth Programs	Description	Season	Time	Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
Martial Arts	Karate - 2 Levels	Spring	24 Classes/2 Per Week/3 Months	\$3,600	\$1,080	\$2,160	Mat
Dance	Ballet, Tap, Jazz, Hip Hop - 2 Age Groups	Spring	24 Classes/2 Per Week/3 Months	\$3,600	\$1,080	\$2,160	Bar, Mat, Music
Guitar/Ukulele	Guitar/Ukulele	Spring	12 Classes/1 Per Week/3 Months	\$2,400	\$720	\$1,440	Guitars, Ukuleles
Different Art Mediums	Ending with an Art Expo	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Easels
Archery	Archery	Summer	12 Classes/1 Per Week/3 Months	\$1,200	\$360	\$720	Targets, Bow & Arrows
Kayak Adventures	Kayaking	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Kayaks, Life Vests
Skating/Skateboarding	Skating/Skateboarding	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Skateboards
Coding	Coding	Research	Research	Research	Research	Research	Laptops
LegoRobotics	LegoRobotics	Research	Research	Research	Research	Research	Equipment
Total				\$14,400	\$4,320	\$8,640	
Cost to City After Cost Recovery					\$10,080	\$5,760	

Teen Programs	Description	Season	Time	Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
Guitar/Ukulele	Guitar/Ukulele	Spring	12 Classes/1 Per Week/3 Months	\$2,400	\$720	\$1,440	Guitars, Ukuleles
Different Art Mediums	Ending with an Art Expo	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Easels
Archery	Archery	Summer	12 Classes/1 Per Week/3 Months	\$1,200	\$360	\$720	Targets, Bow & Arrows
Kayak Adventures	Kayaking	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Kayaks, Life Vests
Skating/Skateboarding	Skating/Skateboarding	Summer	3 Classes/3 Months	\$1,200	\$360	\$720	Skateboards
Coding	Coding	Research	Research	Research	Research	Research	Laptops
LegoRobotics	LegoRobotics	Research	Research	Research	Research	Research	Equipment
Total				\$7,200	\$2,160	\$4,320	
Cost to City After Cost Recovery					\$5,040	\$2,880	

Adult Programs	Description	Season	Time	Costs (Equipment, Instruction)	Cost Recovery 60%	Cost Recovery 100%	One-Time Costs
Bootcamp	Bootcamp	Spring/Summer	48 Classes/2 Per Week/6 Months	\$14,400	\$8,640	\$14,400	Exercise Equipment
Running Club	Running Club	Spring/Summer	48 Classes/2 Per Week/6 Months	\$7,200	\$4,320	\$7,200	Strength Training Equipment
Yoga	Yoga	Spring/Summer	48 Classes/2 Per Week/6 Months	\$9,600	\$5,760	\$9,600	Yoga Equipment
Fix Anything	Become Your Own Handyman/woman	Spring/Summer	6 Classes/6 Months	\$1,800	\$1,080	\$1,800	Tools & Equipment
Grow Anything	Gardening for Beginners	Spring/Summer	2 Classes/2 Weeks	\$600	\$360	\$600	Tools & Equipment
Dog Obediance	Dog Training	Spring/Summer	4 Classes/4 Weeks	\$1,200	\$720	\$1,200	Dog Clickers & Treats
Coding	Coding	Research	Research	Research	Research	Research	Laptops
Computer Classes	Computer Classes	Research	Research	Research	Research	Research	Laptops
Total				\$34,800	\$20,880	\$34,800	

Cost to City After Cost Recovery					\$13,920	\$0
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Senior Programs	Description	Season	Time	Costs (Equipment, Instruction)	Cost Recovery 0%	Cost Recovery 30%	One-Time Costs
Chair Strength Training	Chair Strength Training	Spring/Summer	24 Classes/1 Per Week/6 Months	\$7,200	\$0	\$2,160	Strength Training Equipment
Chair Yoga	Chair Yoga	Spring/Summer	24 Classes/1 Per Week/6 Months	\$7,200	\$0	\$2,160	Yoga Equipment
Geneology Class	Geneology	Summer	1 Class/1 Month	\$150	\$0	\$45	Laptops
Computer Classes	Computer Classes	Research	Research	Research	Research	Research	Laptops
Total				\$14,550	\$0	\$4,365	
Cost to City After Cost Recovery					\$14,550	\$10,185	

All Ages	Description	Season	Time	Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
Kite Flying	Kite Flying	Spring	1 Class/1 Month	\$600	\$180	\$360	Kites & Treats
Fishing Derby	Fishing	Spring	1 Class/1 Month	\$1,000	\$300	\$600	Stock Pond, Trophies
Total				\$1,600	\$480	\$960	
Cost to City After Cost Recovery					\$1,120	\$640	

Totals for All Categories				\$84,550	\$31,440	\$60,285
Cost To City After Cost Recovery for All Categories					\$53,110	\$24,265

- *Outdoor Fee Based Program, We Receive 15% of Revenue
- *Sports Clinics through Skyhawks or another organization, We Pay the Cost of Renting a Facility, We Receive 15% of Revenue
- *Locations- City Parks & Meeting Rooms, AISD Facilities, Churches, HOA Meeting Rooms
- *Other Program Ideas: Photography, Videography, Theatre, Creative Writing, Foreign Languages, Chess

CITY OF ANNA, TEXAS ORDINANCE NO. _____

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

WHEREAS, the City of Anna, Texas (the "City") previously adopted ordinances governing the Parks Development Fund; and

WHEREAS, funds from the Parks Development Fund may be used for purposes related to planning and developing parks and recreation facilities and for maintenance equipment; and

WHEREAS, the population of Anna has grown at a high rate, and Anna Neighbors have expressed a desire for more recreational offerings and events; and

WHEREAS, the Parks Advisory Board has discussed changes to this Ordinance and recommends the Parks Development Fund be allowed to be used for recreational offerings and events; and

WHEREAS, the City of Anna, Texas City Council has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Chapter 9 (Planning and Development Regulations), Article 9.02 (Subdivision Regulations), Division 4 (Public Sites and Open Spaces), Section 9.02.135 (Park Land and Public Facility Dedication), Subsection (e) Park Development Fund of The Anna City Code of Ordinances ("Anna Code") by amending regulations related to the Parks Development Fund;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Chapter 9 (Planning and Development Regulations), Article 9.02 (Subdivision Regulations), Division 4 (Public Sites and Open Spaces), Section 9.02.135 (Park Land and Public Facility Dedication), Subsection (e) Park

Development Fund of the Anna Code.

In accordance with Article 1.01 of the Anna Code, the following amendments are made to Chapter 9 (Planning and Development Regulations), Article 9.02 (Subdivision Regulations), Division 4 (Public Sites and Open Spaces), Section 9.02.135 Park Land and Public Facility Dedication), Subsection (e) Park Development Fund:

(e) Park development fund

(1) All funds collected by this dedication process or collected under subsection (c)(4) above will be deposited into the city's park development fund and used for parks and recreation purposes related to the following:

(A) Land acquisition;

(B) Capital improvements;

(C) Planning, engineering and design of parks and recreation facilities;

(D) Construction of new parks and recreation facilities;

(E) Rehabilitation and modernization of existing parks and recreation facilities;

(F) Maintenance and equipment for new parks and recreation facilities;

(G) Maintenance and equipment for existing, and recently rehabilitated and modernized parks and recreation facilities;

(H) Long-range planning for land, facilities, recreation and related programs; or

(I) Feasibility studies, market studies and economic impact analysis relating to parks and recreation projects and programs; or

(J) Creation, planning, management, administration, operation, marketing and promotion of events and recreational activities.

- | |
|--|
| <p>(2) <u>Except as may relate to the creation, planning, management, administration, operation, marketing and promotion of events and recreational activities,</u> amounts deposited into the parks development fund shall not be used for staffing and daily operations. All expenditures from said fund will adhere to the city's procurement policies and practices.</p> |
|--|

Section 3. 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 \$500 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 4. Savings, Severability and Repealing Clauses.

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

Section 5. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this 28th day of June 2020.

APPROVED

Mayor Nate Pike

ATTESTED

City Secretary Carrie L. Land

PROPOSED RECREATIONAL PROG

Preschool Programs	Description	Season	Time
Martial Arts	Karate - 2 Levels	Spring	24 Classes/2 Per Week/3 Months
Dance	Ballet, Tap, Jazz, Hip Hop - 2 Age Groups	Spring	24 Classes/2 Per Week/3 Months
Young Musicians	Varying Musical Instruments for Kids	Summer	3 Classes/3 Months
Young Picasso	Ending with an Art Expo	Summer	3 Classes/3 Months
Weird & Wacky Science	Science Experiments	Summer	3 Classes/3 Months
Land & Sea Animal Adventures	Learn About Animals	Summer	3 Classes/3 Months
Total			
Cost to City After Cost Recovery			

Youth Programs	Description	Season	Time
Martial Arts	Karate - 2 Levels	Spring	24 Classes/2 Per Week/3 Months
Dance	Ballet, Tap, Jazz, Hip Hop - 2 Age Groups	Spring	24 Classes/2 Per Week/3 Months
Guitar/Ukulele	Guitar/Ukulele	Spring	12 Classes/1 Per Week/3 Months
Different Art Mediums	Ending with an Art Expo	Summer	3 Classes/3 Months
Archery	Archery	Summer	12 Classes/1 Per Week/3 Months
Kayak Adventures	Kayaking	Summer	3 Classes/3 Months
Skating/Skateboarding	Skating/Skateboarding	Summer	3 Classes/3 Months
Coding	Coding	Research	Research
LegoRobotics	LegoRobotics	Research	Research
Total			
Cost to City After Cost Recovery			

Teen Programs	Description	Season	Time
Guitar/Ukulele	Guitar/Ukulele	Spring	12 Classes/1 Per Week/3 Months
Different Art Mediums	Ending with an Art Expo	Summer	3 Classes/3 Months
Archery	Archery	Summer	12 Classes/1 Per Week/3 Months
Kayak Adventures	Kayaking	Summer	3 Classes/3 Months
Skating/Skateboarding	Skating/Skateboarding	Summer	3 Classes/3 Months
Coding	Coding	Research	Research
LegoRobotics	LegoRobotics	Research	Research
Total			

Cost to City After Cost Recovery

Adult Programs	Description	Season	Time
Bootcamp	Bootcamp	Spring/Summer	48 Classes/2 Per Week/6 Months
Running Club	Running Club	Spring/Summer	48 Classes/2 Per Week/6 Months
Yoga	Yoga	Spring/Summer	48 Classes/2 Per Week/6 Months
Fix Anything	Become Your Own Handyman/woman	Spring/Summer	6 Classes/6 Months
Grow Anything	Gardening for Beginners	Spring/Summer	2 Classes/2 Weeks
Dog Obediance	Dog Training	Spring/Summer	4 Classes/4 Weeks
Coding	Coding	Research	Research
Computer Classes	Computer Classes	Research	Research

Total**Cost to City After Cost Recovery**

Senior Programs	Description	Season	Time
Chair Strength Training	Chair Strength Training	Spring/Summer	24 Classes/1 Per Week/6 Months
Chair Yoga	Chair Yoga	Spring/Summer	24 Classes/1 Per Week/6 Months
Geneology Class	Geneology	Summer	1 Class/1 Month
Computer Classes	Computer Classes	Research	Research

Total**Cost to City After Cost Recovery**

All Ages	Description	Season	Time
Kite Flying	Kite Flying	Spring	1 Class/1 Month
Fishing Derby	Fishing	Spring	1 Class/1 Month

Total**Cost to City After Cost Recovery****Totals for All Categories****Cost To City After Cost Recovery for All Categories**

*Outdoor Fee Based Program, We Receive 15% of Revenue

*Sports Clinics through Skyhawks or another organization, We Pay the Cost of Renting a Facility, We Receive 15% of Revenue

*Locations- City Parks & Meeting Rooms, AISD Facilities, Churches, HOA Meeting Rooms

*Other Program Ideas: Photography, Videography, Theatre, Creative Writing, Foreign Languages, Chess

GRAMMING

Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
\$3,600	\$1,080	\$2,160	Mat
\$3,600	\$1,080	\$2,160	Bar, Mat, Music
\$1,200	\$360	\$720	Musical Instruments
\$1,200	\$360	\$720	Easels
\$1,200	\$360	\$720	Equipment
\$1,200	\$360	\$720	Equipment
\$12,000	\$3,600	\$7,200	
	\$8,400	\$4,800	

Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
\$3,600	\$1,080	\$2,160	Mat
\$3,600	\$1,080	\$2,160	Bar, Mat, Music
\$2,400	\$720	\$1,440	Guitars, Ukuleles
\$1,200	\$360	\$720	Easels
\$1,200	\$360	\$720	Targets, Bow & Arrows
\$1,200	\$360	\$720	Kayaks, Life Vests
\$1,200	\$360	\$720	Skateboards
Research	Research	Research	Laptops
Research	Research	Research	Equipment
\$14,400	\$4,320	\$8,640	
	\$10,080	\$5,760	

Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
\$2,400	\$720	\$1,440	Guitars, Ukuleles
\$1,200	\$360	\$720	Easels
\$1,200	\$360	\$720	Targets, Bow & Arrows
\$1,200	\$360	\$720	Kayaks, Life Vests
\$1,200	\$360	\$720	Skateboards
Research	Research	Research	Laptops
Research	Research	Research	Equipment
\$7,200	\$2,160	\$4,320	

	\$5,040	\$2,880
--	---------	---------

Costs (Equipment, Instruction)	Cost Recovery 60%	Cost Recovery 100%	One-Time Costs
	\$14,400	\$8,640	\$14,400 Exercise Equipment
	\$7,200	\$4,320	\$7,200 Strength Training Equipment
	\$9,600	\$5,760	\$9,600 Yoga Equipment
	\$1,800	\$1,080	\$1,800 Tools & Equipment
	\$600	\$360	\$600 Tools & Equipment
	\$1,200	\$720	\$1,200 Dog Clickers & Treats
Research	Research	Research	Laptops
Research	Research	Research	Laptops
	\$34,800	\$20,880	\$34,800
	\$13,920	\$0	

Costs (Equipment, Instruction)	Cost Recovery 0%	Cost Recovery 30%	One-Time Costs
	\$7,200	\$0	\$2,160 Strength Training Equipment
	\$7,200	\$0	\$2,160 Yoga Equipment
	\$150	\$0	\$45 Laptops
Research	Research	Research	Laptops
	\$14,550	\$0	\$4,365
	\$14,550	\$10,185	

Costs (Equipment, Instruction)	Cost Recovery 30%	Cost Recovery 60%	One-Time Costs
	\$600	\$180	\$360 Kites & Treats
	\$1,000	\$300	\$600 Stock Pond, Trophies
	\$1,600	\$480	\$960
	\$1,120	\$640	

	\$84,550	\$31,440	\$60,285
	\$53,110	\$24,265	



Item No. 9.b.

City Council Agenda
Staff Report

Meeting Date: 7/28/2020
Staff Contact: Ross Altobelli

AGENDA ITEM:

1) Conduct a public hearing to consider public comments on a residential replat for Anna Crossing, Phase 7, Block 3, Lots 1R thru 5R.

b. 2) Consider/Discuss/Action on a recommendation regarding the Anna Crossing, Phase 7, Block 3, Lots 1R thru 5R, Replat.

(Director of Development Services Ross Altobelli)

SUMMARY:

5 single-family dwellings, detached lots on 0.8± acre located at the southwest corner of Maverick Street and Allyssa Street. Zoned Planned Development-236-2005 (PD-SF-72/SF-60).

The purpose of this replat is to abandon the 25' building line along Cody Drive for the five lots.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

1. STAFF REPORT (RP) Anna Crossing PH 7

2. Agenda Map
3. Exhibit A (RP) Anna Crossing Phase 7
4. RESOLUTION - (RP) Anna Crossing Phase 7
5. Response

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 7/24/2020
Approved - 7/24/2020
Final Approval - 7/24/2020

CITY OF ANNA
PLANNING & ZONING

July 6, 2019

Agenda Item No. 12

Public hearing – Replat: Anna Crossing, Phase 7, Block 3, Lots 1R – 5R

Applicant: Bannister Engineering

AGENDA ITEM:

A) Conduct a public hearing to consider public comments on a residential replat for Anna Crossing, Phase 7, Block 3, Lots 1R - 5R.

B) Consider/Discuss/Action on a recommendation regarding the Anna Crossing, Phase 7, Block 3, Lots 1R - 5R, Replat.

SUMMARY:

5 single-family dwellings, detached lots on 0.8± acre located at the southwest corner of Maverick Street and Allyssa Street. Zoned Planned Development-236-2005 (PD-SF-72/SF-60).

The purpose of this replat is to abandon the 25' building line along Cody Drive for the five lots.

STAFF RECOMMENDATION:

Recommended for approval as submitted.

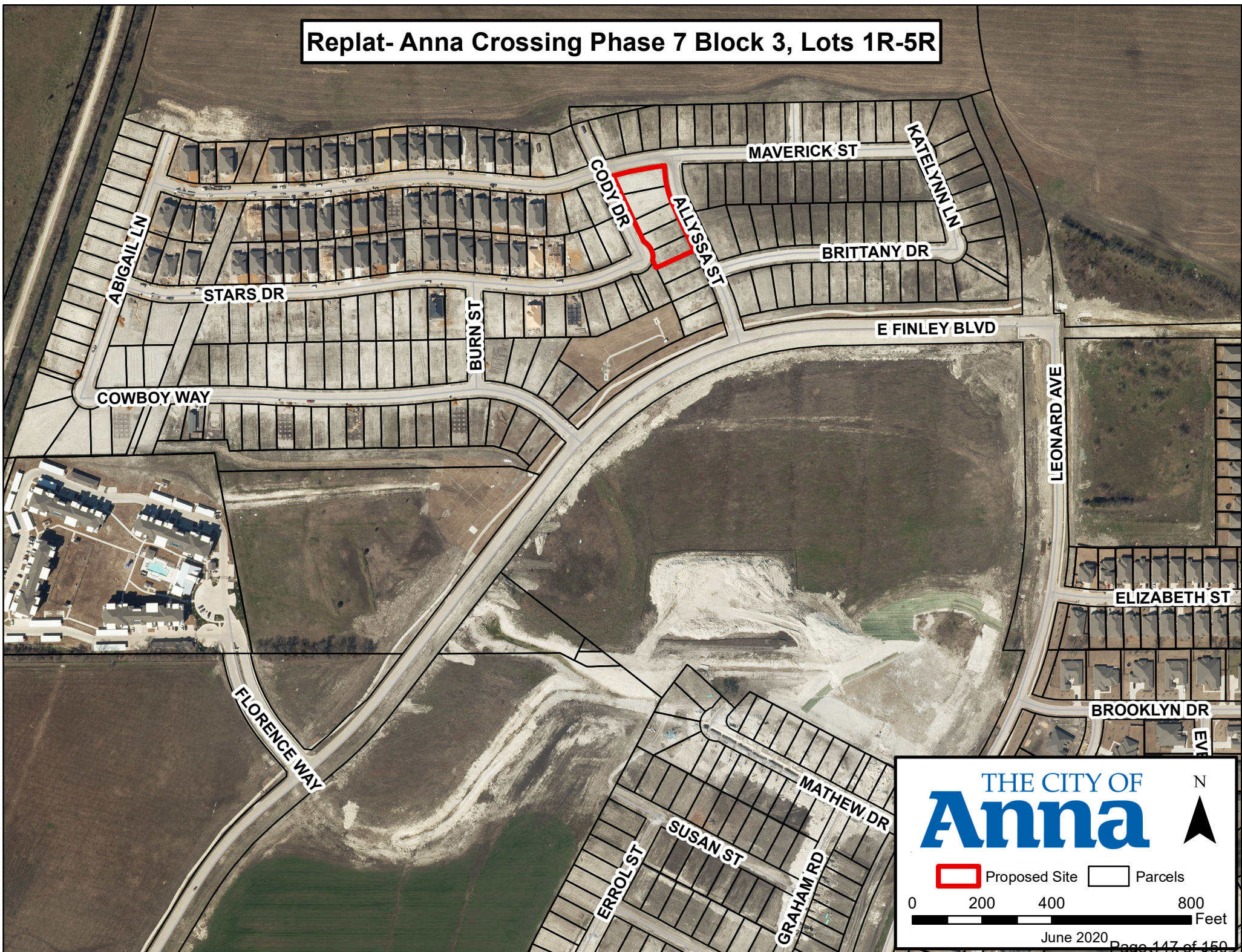
ATTACHMENTS:

Locator

Exhibit

Response(s)

Replat- Anna Crossing Phase 7 Block 3, Lots 1R-5R



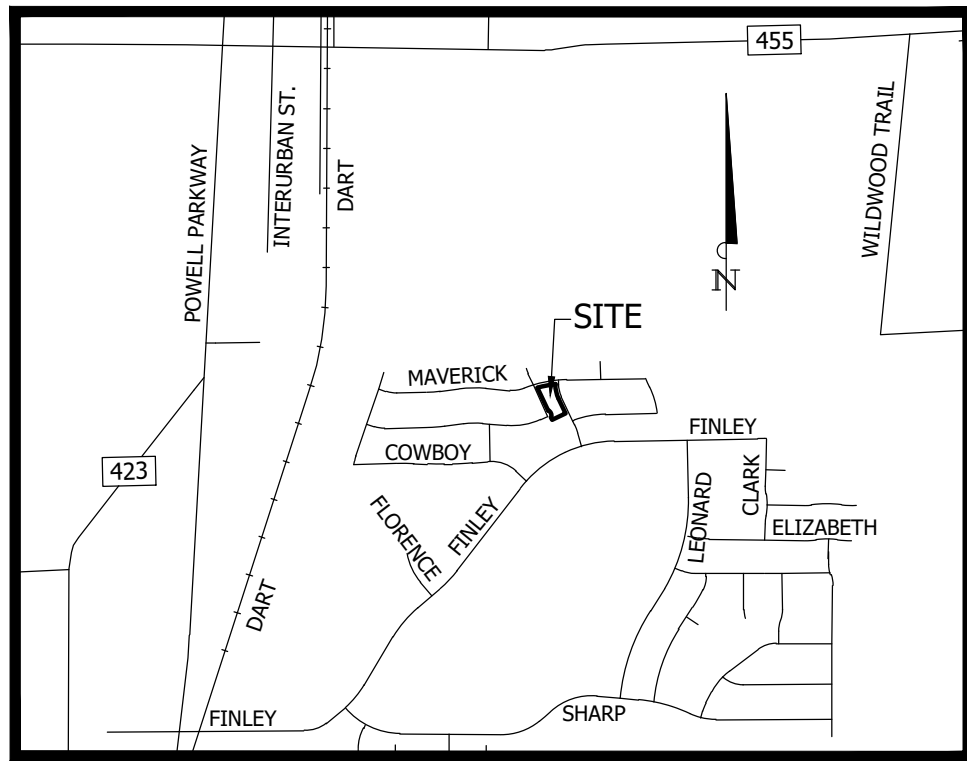
THE CITY OF
Anna

Proposed Site
Parcels

0 200 400 800 Feet

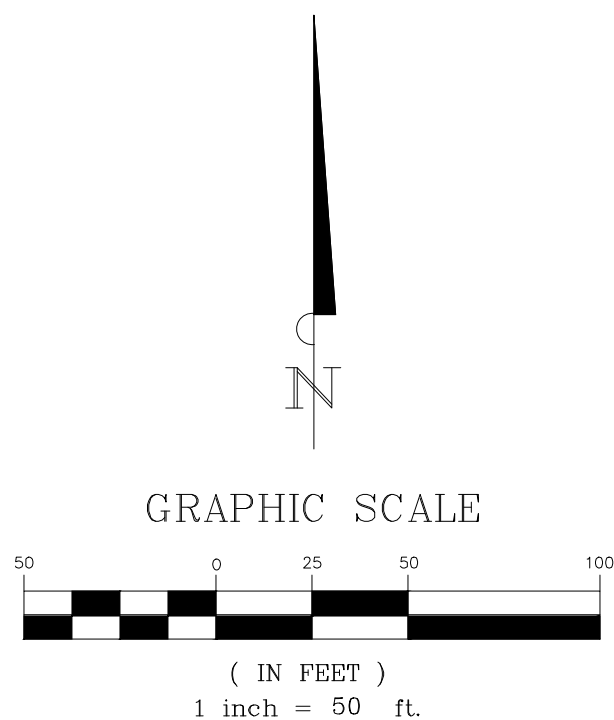
June 2020

Page 147 of 150



VICINITY MAP
NOT TO SCALE
ANNA, TEXAS

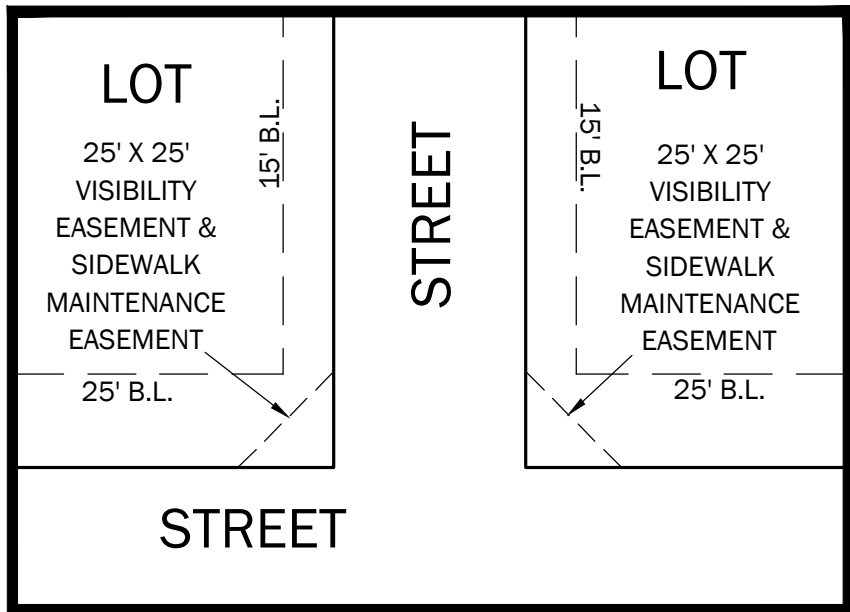
EXHIBIT A



LEGEND

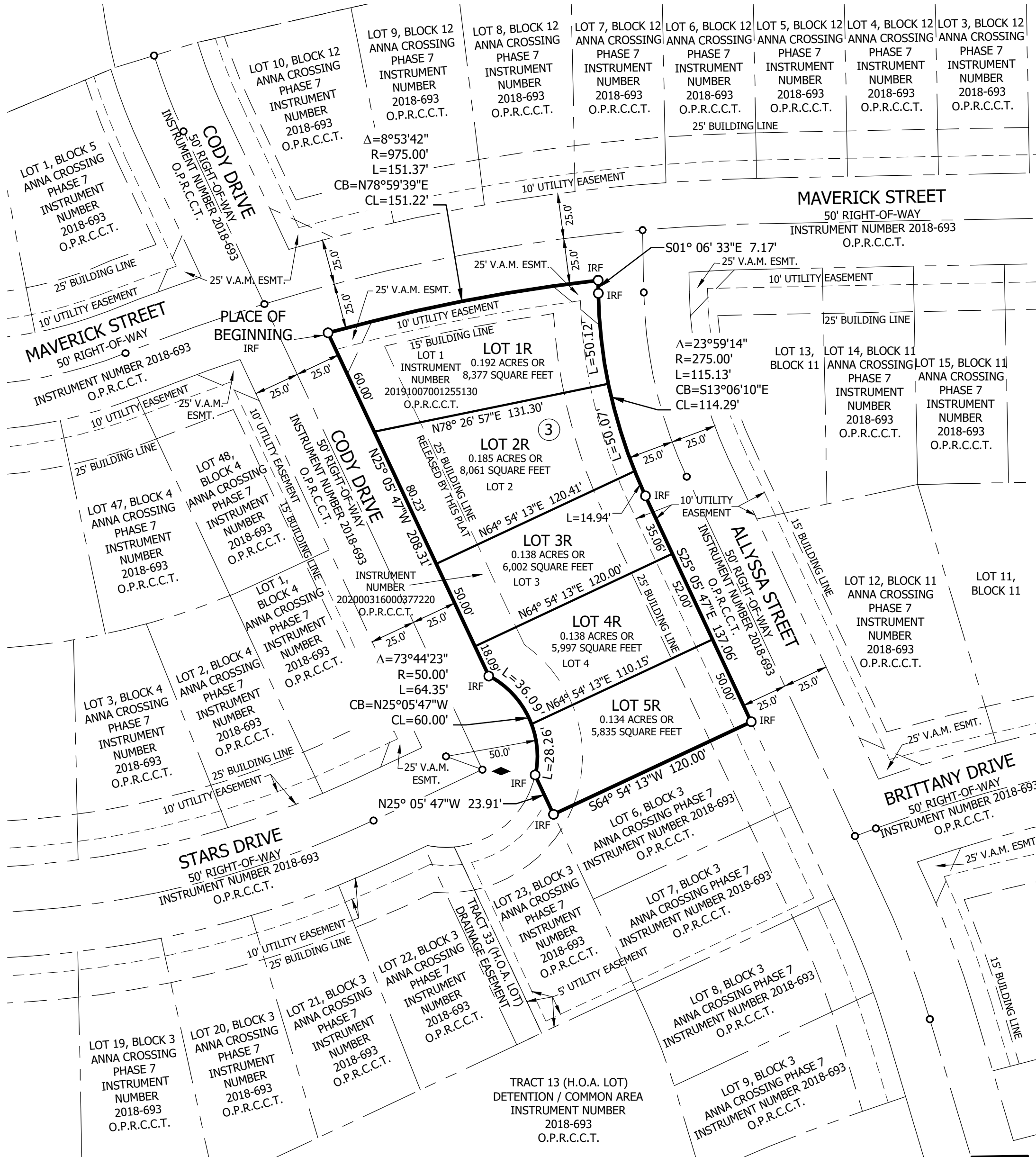
N NORTH
S SOUTH
E EAST
W WEST
° DEGREES
' MINUTES/FEET
" SECONDS/INCHES
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS
COLLIN COUNTY, TEXAS
IRF = 5/8" IRON ROD WITH
CAP STAMPED "RPLS
4838" FOUND
25' V.A.M. ESMT.
25' VISIBILITY, ACCESS,
MAINTENANCE &
SIDEWALK EASEMENT
B.L. BUILDING LINE
U.E. UTILITY EASEMENT

(X) BLOCK DESIGNATION
◆ STREET NAME CHANGE



LOT EASEMENT & BUILDING LINE DETAIL

NOT TO SCALE



STATE OF TEXAS §
COUNTY OF COLLIN §

I, _____ Mayor, City of Anna, Collin County, Texas, do hereby
certify that the above plat and dedication was approved by the City of Anna,
Texas, for filing in the map or deed records of Collin County, Texas, on the
_____ day of _____, 2020.

Mayor
City of Anna, Texas

ATTEST:

City Secretary
City of Anna, Texas

OWNER'S CERTIFICATE:

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS **D.R. HORTON-TEXAS, LTD.**, acting by and through the undersigned, its duly authorized agent is the owner of 34,271 square feet (0.787 acre) of land in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; said 34,271 square feet (0.787 acre) of land being all of that certain tract of land described as Lots 1 thru 5, Block 3, Anna Crossing Phase 7 (hereinafter referred to as Lot 1, Lot 2, Lot 3, Lot 4 and/or Lot 5), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2018-693, Plat Records, Collin County, Texas (P.R.C.C.T.) and said 34,271 square feet (0.787 acre) of land being all of that certain tract of land described in a Special Warranty Deed to D.R. HORTON-TEXAS, LTD., as recorded in Instrument Number 20191007001255130, Official Public Records, Collin County Texas (O.P.R.C.C.T.) and being all of that certain tract of land described in a Special Warranty Deed to D.R. HORTON-TEXAS, LTD., as recorded in Instrument Number 20200316000377220, O.P.R.C.C.T.; said 34,271 square feet (0.787 acre) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the intersection of the existing South right-of-way line of Maverick Street (50' right-of-way), as recorded in Instrument Number 2018-693, P.R.C.C.T. with the existing Northeasterly right-of-way line of Cody Drive (50' right-of-way), as recorded in Instrument Number 2018-693, P.R.C.C.T., same being the Northwest corner of said Lot 1, same also being the beginning of a curve to the right, whose long chord bears North 78 degrees 59 minutes 39 seconds East, a distance of 151.22 feet;

THENCE Easterly with the common line between said Lot 1 and the existing South right-of-way line of said Maverick Street and with said curve to the right having a radius of 975.00 feet, through a central angle of 8 degrees 53 minutes 42 seconds, for an arc distance of 151.37 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Lot 1, same being the intersection of the existing South right-of-way line of said Maverick Street with the existing West right-of-way line of Allysia Street (50' right-of-way), as recorded in Instrument Number 2018-693, P.R.C.C.T.;

THENCE South 01 degree 06 minutes 33 seconds East with the common line between said Lot 1 and the existing West right-of-way line of said Allysia Street, a distance of 7.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the left, whose long chord bears South 13 degrees 06 minutes 10 seconds East, a distance of 114.29 feet;

THENCE Southerly, continue with the common line between said Lot 1 and the existing West right-of-way line of said Allysia Street and with said curve to the left, pass at an arc distance of 50.12 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Lot 1, same being the Northeast corner of said Lot 2, continue with said course, with the common line between said Lot 2 and the existing West right-of-way line of said Allysia Street, pass at an arc distance of 100.19 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Lot 2, same being the Northeast corner of said Lot 3, continue with said course, with the common line between said Lot 3 and the existing West right-of-way line of said Allysia Street for a total arc distance of 115.13 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 25 degrees 05 minutes 47 seconds East, continue with the common line between said Lot 3 and the existing West right-of-way line of said Allysia Street, pass at a distance of 35.06 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 4, continue with said course, with the common line between said Lot 4 and the existing West right-of-way line of said Allysia Street, pass at a distance of 87.06 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Lot 4, same being the Northeast corner of said Lot 5, continue with said course, with the common line between said Lot 5 and the existing West right-of-way line of said Allysia Street for a total distance of 137.06 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Lot 5, same being the Northeast corner of that certain tract of land described as Lot 6, Block 3, Anna Crossing Phase 7 (hereinafter referred to as Lot 6), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2018-693, P.R.C.C.T.;

THENCE South 64 degrees 54 minutes 13 seconds West, departing the existing West right-of-way line of said Allysia Street, with the common line between said Lot 5 and said Lot 6, a distance of 120.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southwest corner of said Lot 5, same being the Northwest corner of said Lot 6, same also being the Northeasterly line of that certain tract of land described as Lot 23, Block 3, Anna Crossing Phase 7 (hereinafter referred to as Lot 23), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2018-693, P.R.C.C.T.;

THENCE North 25 degrees 05 minutes 47 seconds West with the common line between said Lot 5 and said Lot 23, a distance of 23.91 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Lot 23, same being a tie point in the Westerly line of said Lot 5, same being the existing East right-of-way line of the aforesaid Cody Drive, same also being the beginning of a non-tangent curve to the left, whose long chord bears North 25 degrees 05 minutes 47 seconds West, a distance of 60.00 feet;

THENCE Northwesterly with the common line between said Lot 5 and the existing East right-of-way line of said Cody Drive, with said non-tangent curve to the left having a radius of 50.00 feet, through a central angle of 73 degrees 44 minutes 23 seconds, pass at a distance of 28.26 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northwest corner of said Lot 5, same being the Southwest corner of said Lot 4, continue with said course, with the common line between said Lot 4 and the existing East right-of-way line of said Cody Drive for a total arc distance of 64.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE North 25 degrees 05 minutes 47 seconds West, continue with the common line between said Lot 4 and the existing East right-of-way line of said Cody Drive, a distance of 18.09 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northwest corner of said Lot 4, same being the Southwest corner of said Lot 3, continue with said course, with the common line between said Lot 3 and the existing East right-of-way line of said Cody Drive, pass at a distance of 68.06 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northwest corner of said Lot 3, same being the Southwest corner of said Lot 2, continue with said course, with the common line between said Lot 2 and the existing East right-of-way line of said Cody Drive, pass at a distance of 148.29 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northwest corner of said Lot 1, continue with said course, with the common line between said Lot 1 and the existing East right-of-way line of said Cody Drive for a total distance of 208.31 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 34,271 square feet (0.787 acre) of land.

GENERAL NOTES:

- All bearings shown herein are Texas State Plane Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.
- According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48085C0160J dated June 2, 2009. The property appears to lie within Zone "X" and the entire property lies within a "Areas determined to be outside the 0.2% annual chance floodplain" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.
- The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".
- All iron rods found (IRF) are 5/8-inch with a plastic cap stamped "RPLS 4838". All found monuments shown herein are deemed to be controlling monuments.
- Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this Replat is to release and/or abandon 25' Building Line along Cody Drive as shown on the original plat.

APPROVED
July 6, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
July 28, 2020
CITY COUNCIL
CITY OF ANNA

OWNER'S CERTIFICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT **D.R. HORTON-TEXAS, LTD.**, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **ANNA CROSSING PHASE 7**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.
WITNESS my hand this the _____ day of _____, 2020.

Horton - Texas, Ltd.
a Texas limited partnership

By: D.R. Horton, Inc.
a Delaware corporation
Its Authorized Agent

By: David L. Booth,
Assistant Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020, by David L. Booth, Assistant Vice President of D.R. Horton, Inc., a Delaware corporation, the authorized agent of D.R. Horton - Texas, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public in and for the State of Texas

My Commission Expires: _____

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS is to certify that I, Michael Dan Davis, Registered Professional Land Surveyor Number 4838 for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR
ANY PURPOSE AND SHALL NOT BE USED OR
VIEWED AS A FINAL SURVEY DOCUMENT

Michael Dan Davis DATE:
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823
240 N. MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally Michael Dan Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires: _____

REPLAT

OF

ANNA CROSSING PHASE 7

LOTS 1R thru 5R, BLOCK 3

Being a revision to Lots 1 thru 5, Block 3, Anna Crossing Phase 7, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2018-693, Plat Records, Collin County, Texas, Being 0.787 acre out of the Granderson Stark Survey, Abstract Number 798 City of Anna, Collin County, Texas 5 Residential Lots Preparation Date: May 2020 Revision Date: _____ SHEET 1 OF 1

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
D.R. HORTON-TEXAS, LTD.
4306 MILLER ROAD
ROWLETT, TEXAS 75088
PHONE: 214-607-4244

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

PROJECT NO.: 090-16-007

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA CROSSING PHASE 7, BLOCK 3, LOTS 1R THRU 5R, REPLAT.

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

WHEREAS, Bannister Engineering has submitted an application for the approval of the Anna Crossing Phase 7, Block 3, Lot 1R thru 5R, Replat.

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the Anna Crossing Phase 7, Block 3, Lot 1R thru 5R, Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 28th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



APPLICANTS AND/OR AGENTS ARE EXPECTED TO ATTEND.

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.

David L Booth
Name (Please Print)

D L Booth
Signature

4306 Milken Road Rowlett TX
Address

6/24/20
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
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to ODEMMINGING@annatexas.gov

Subject: Replat Response – Anna Crossing PH 7