

AMENDED

AGENDA

City Council Meeting



Tuesday, April 26, 2022 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on April 26, 2022, at Sue Rattan Elementary School located at 1221 S. Ferguson Parkway, to consider the following items.

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

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

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

4. **Reports.**

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

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

- a. Fire Department Introduction of Division Chief - EMS and Training (Fire Chief Ray Isom)
- b. Recognition for Jim Proce, ICMA-CM, City Manager, for achieving the Master

Certificate in High Performance Leadership, through the International City Management Association, Professional Development Academy. (Assistant City Manager Ryan Henderson)

- c. Recognition of police K9 "Ninja" for his years of service to the City of Anna and the State of Texas. (Police Chief Dean Habel)

5. **Work Session.**

- a. Mid-Year Budget Amendment and Preliminary FY23 Budget Information. (City Manager Jim Proce)
- b. Workshop on National Community Survey. (Management Analyst Kimberly Winarski)
- c. Presentation of the Draft Project Charter for the Anna Public Library (Director of Public Works Greg Peters, P.E. and Director of Neighbor Services Marc Marchand)

6. **Consent Items.**

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

- a. Approve City Council Meeting minutes for April 12, 2022. (City Secretary Carrie Land)
- b. Review the Minutes from the September 7, 2021, November 2, 2021, and December 7, 2021 Diversity and Inclusion Advisory Commission Meetings. (Management Analyst Kimberly Winarski)
- c. Review the Minutes from the March 21, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand)
- d. Review Monthly Financial Report for the month ending March 31, 2022. (City Manager Jim Proce)
- e. Approve an Ordinance Amending the FY2021-2022 Budget to add 1.0 FTE Police Detective, 1.0 FTE Building Inspector, 1.0 FTE Project Manager, and other service, equipment and technology needs and additional promotional expense funding for Economic Development. (City Manager Jim Proce)
- f. Approve a Resolution to retire the current police canine "Ninja" and authorizing the City Manager to enter into an Agreement with the handler to transfer ownership of "Ninja" to the handler. (Police Chief Dean Habel)
- g. Approve a Resolution entering into a development agreement with Q Seminole Anna Town Center, LP to establish development and design regulations for a multiple-family residence development on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive, Anna Town Center, Block A, Lot 5R. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution authorizing the City of Anna, Texas, to participate in the Midlothian Interlocal Cooperation Agreement for the purchase of medical supplies and authorize the City Manager to sign the Agreement. (Fire Chief Ray Isom)
- i. Approve a Memorandum of Understanding between the City of Anna and iChoosr, LLC on the promotion of the Texas Power Switch program. (Management Analyst Kimberly Winarski)

7. **Items For Individual Consideration.**

- a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend existing multiple-family residence development standards on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive. (Director of Development Services Ross Altobelli)
- b. Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Concept Plan. (Director of Development Services Ross Altobelli).
- c. Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Preliminary Replat. (Director of Development Services Ross Altobelli)
- d. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.86± acres located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial (PD-I-1) with modified development standards for a self-storage; mini-warehouse facility. (Director of Development Services, Ross Altobelli)
- e. Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- f. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend existing multiple-family residence development standards on 11.0± acres located on the west side of State Highway 5, 240± feet north of County Road 423. (Director of Development Services Ross Altobelli)
- g. Consider/Discuss/Action on a Resolution regarding Dreamville Anna, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- h. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5 from SF-E Single-Family Residential - Large Lot to Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial with modified development standards and SF-20 Single-Family Residence. (Director of Development Services Ross Altobelli)
- i. Consider/Discuss/Action on a Resolution accepting the FY 2021 Audit Report. (Finance Director Alan Guard)
- j. Consider/Discuss/Act on a Resolution authorizing the City Manager to execute a professional services agreement for the Ferguson Parkway Extension project in accordance with the results of the Request for Qualification Process and the Local Project Advanced Funding Agreement by and between the City of Anna and the Texas Department of Transportation. (Director of Public Works Greg Peters, P.E.)
- k. Consider/Discuss/Act on a Resolution authorizing the City Manager to execute a contract for design-build services for the design and construction of Fire Station 2. (Director of Public Works Greg Peters, P.E.)
- l. Discuss/ Consider/Act on a Resolution authorizing the City Manager to execute a purchase-sale agreement and closing documents pertaining to the purchase of real property located at 320 Hackberry Drive, Anna, Texas 75409. (Director of Public Works Greg Peters, P.E.)

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

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). *Miller Mendel, Inc. v. City of Anna, Texas, et al.*, U.S. District Court, Eastern District of Texas, Marshall Division; Case No. 2:21-cv-00445-JRG. , Ethics Code, Municipal Utility District
- 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). Proposed Public Improvement District.
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions, GTUA Board of Directors

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

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

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on April 23, 2022.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Ray Isom

AGENDA ITEM:

Fire Department Introduction of Division Chief - EMS and Training (Fire Chief Ray Isom)

SUMMARY:

Introduction of Division Chief - EMS and Training

FINANCIAL IMPACT:

N/A

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:

No Formal Action

ATTACHMENTS:

APPROVALS:

Stephanie Welch, Adm Assistant
Jim Proce, City Manager

Created/Initiated - 4/19/2022
Final Approval - 4/19/2022



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Ryan Henderson

AGENDA ITEM:

Recognition for Jim Proce, ICMA-CM, City Manager, for achieving the Master Certificate in High Performance Leadership, through the International City Management Association, Professional Development Academy. (Assistant City Manager Ryan Henderson)

SUMMARY:

Recognition for Jim Proce, ICMA-CM, City Manager, for achieving the Master Certificate in High Performance Leadership, through the International City Management Association (ICMA), Professional Development Academy.

Jim Proce, is currently an ICMA Credentialed Manager through the International City Management Association.

The ICMA Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, successful completion of a skills assessment, an assessed commitment to lifelong learning and professional development, an annual review of continuing education with a professional development plan, and a periodic 360 degree feedback appraisal with professional development plan.

Managers are recognized by ICMA through a peer review credentialing process, and this program offers an opportunity for ICMA members to quantify the unique expertise they bring to their communities, practice continuous improvement practices, and follow the ICMA code of ethics. Members in the program earn the designation of ICMA Credentialed Manager (ICMA-CM) granted by the ICMA Executive Board, by maintaining and executing an annual professional development plan, exhibiting a continuous commitment to the ICMA Code of ethics, and practicing .

ICMA Credentialed Managers are viewed with growing distinction by local governing bodies and progressive, civically engaged communities world wide. Today there are approximately 1500 credentialed managers worldwide, with Texas making up approximately 8% of the total.

As a part of the on-going professional development plan, Jim has completed and is receiving the additional designation, Master Certificate in High Performance Leadership, as issued through the ICMA Professional Development Academy and certified through the Human Resources Certification Institute and the Society of Human Resources Management. The Master Certificate has been issued to 801 managers worldwide and is considered one of the highest standards for developing high performance teams, bringing value to communities, and taking an organization to the next level.

Congratulations to Jim for this achievement.

FINANCIAL IMPACT:

For information only

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

No action required, information only

ATTACHMENTS:**APPROVALS:**

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Final Approval - 4/20/2022



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Dean Habel

AGENDA ITEM:

Recognition of police K9 "Ninja" for his years of service to the City of Anna and the State of Texas. (Police Chief Dean Habel)

SUMMARY:

Recognition of police K9 Ninja for his years of service to the City of Anna and the State of Texas.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Dean Habel, Police Chief
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Final Approval - 4/20/2022



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Mid-Year Budget Amendment and Preliminary FY23 Budget Information. (City Manager Jim Proce)

SUMMARY:

The City Manager will provide a brief presentation on the mid-year budget amendment, future departmental needs, and recent information on property appraiser valuations with regard to FY22/23 budget.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 3: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

For information only

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Final Approval - 4/20/2022



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Workshop on National Community Survey. (Management Analyst Kimberly Winarski)

SUMMARY:

This item is to present a workshop on the National Community Survey for Council to provide feedback on. The National Community Survey is an avenue for garnering community feedback across ten subject areas of community interest (safety, mobility, community design, inclusivity & engagement, health & wellness, the economy, utilities, parks & recreation, the natural environment, and education, arts, & culture) that can be compared to other communities across the country and is statistically valid.

FINANCIAL IMPACT:

Not applicable at this time.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff seeks input on this item.

ATTACHMENTS:

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 4/21/2022
Final Approval - 4/21/2022



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Presentation of the Draft Project Charter for the Anna Public Library (Director of Public Works Greg Peters, P.E. and Director of Neighbor Services Marc Marchand)

SUMMARY:

This item will be a presentation to the City Council of the Draft Project Charter for the Anna Public Library. In 2021, Anna neighbors approved a Bond Election to provide \$22,000,000 in funds for the construction of a new public library.

The City Council appointed members of the community to a task force last fall. The APLE Task Force worked with City staff, Project Advocates, and 720 Design, to identify the "WHAT" of the project. This was accomplished through tours of libraries across DFW and the State, along with a robust public input process. Public input included in-person meetings, virtual meetings, and online self-paced surveys. In addition to the public engagement opportunities, a wide range of specific community groups were identified and sought out. The task force team met with these groups to receive input and feedback in order to capture data from all demographics across the community.

The public input process utilized represents the most robust civic engagement the City of Anna has ever had with the community for a capital project.

The "WHAT" includes all of the facility goals which meet the needs of the community.

Once adopted, the Project Charter will be the official set of guidelines for the design and construction of the project, to ensure that the Anna community gets everything they desire in a modern public library.

Staff will provide a presentation on the process, findings, and draft charter. In addition, members of the APLE Task Force will be present to provide their perspective on the process, public engagement, and results. Finally, staff will be seeking input from the City Council on the draft charter.

The feedback received from the Council will be used in preparation of the final Project Charter which will be presented to the City Council for adoption next month.

FINANCIAL IMPACT:

None at this time. The draft charter identifies the voter-approved budget as being the total proposed amount of funding for the project.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

None at this time. This item is for discussion.

ATTACHMENTS:

1. DRAFT Anna Library Charter

APPROVALS:

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

Created/Initiated - 4/20/2022
Final Approval - 4/21/2022

LIBRARY PROJECT CHARTER

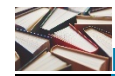
Project Description:

The library will incorporate the needs of the growing community, acting as a gathering space for neighbors. The library's priority segments shall include, but not be limited to: a gathering place, family focused environment, community inclusiveness for all ages, and nurturing lifelong learners.



Facility Goals:

- To satisfy the needs of a projected population 50,000 by 2036
- Provide a facility that is inviting, fun, and welcoming to the community
- Exceeding the public's expectations concerning the design, quality, and energy efficient materials, while being fiscally responsible
- Address the everchanging diversity within the growing population while keeping the building unique to Anna
- Emphasize the versatility and efficiencies, along with a learning atmosphere
- Provide a connection to the outdoor environment
- Emphasize technology infrastructure including RFID (check-out system)
- A safe place for the community including emergency situation generator access (Warming Station)
- Will not include a storm shelter nor serve as a Red Cross site
- Incorporate energy efficient design and optimized systems
- Will not include a full commercial kitchen
 - Will have space allocated for demonstration kitchen
- High-tech multi-purpose collaboration spaces
- Designated family space(s)
- A hub of connectivity free to the community
- Areas open for extended hours



Library Program Goals:

- Educational programs for life skills
 - Food and nutrition programs
- High tech makerspace
- Art(s)
- Crafts
- Teen gathering space
- STEAM
- Dedicated quiet spaces
- Multi-cultural programs
- Designated family place
- Children's space including dedicated story time
- Summer reading support space

- School readiness programs
 - Pre-k, college, etc.
- Adult literacy
- English as a second language
- Small business and non-profit support
- Modern library



Community Goals:

- Community Engagement
- Friendly
- Welcoming
- Inviting
- Engaging Building and Programs
- Cozy
- Open Layout
- Relaxing & Diverse Atmosphere
- Educational Environment and Programs
- Creative space



Team Goals:

- Gathering and incorporating community input into the program
- Efficiency in the management, planning, design, and construction of the library
- Fiscally responsible, full accountability and transparency



Schedule Milestones:

- Finalized Project Charter for City Council approval
- Design team selection and engagement
- Design Phase
- Contractor selection and engagement
- Construction Phase
- Owner occupancy
- Opening

Q2 2022
Q3 2022
Q3 2022 through Q2 2023*
Q3 2023*
Q3 2023 through Q3 2024*
Q3 2024 through Q4 2024*
Q1 2025*
*Tentatively



Project Team:

Greg Peters - Director of Public Works
Marc Marchand - Director of Neighborhood Services
Dalan Walker – Park Planning and Development Manager
Anna Public Library Engagement (APLE) Task Force
720 Design – Maureen Arndt
Project Advocates - Phil Miller/Alma Zamora



Communications Objectives:

Provide a transparent process via clear and concise communication and team decision-making



Cost Planning Objectives:

Complete Library Budget

\$22.0M



Item No. 6.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact:

AGENDA ITEM:
Consent Items.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Karen Avery, Deputy City Secretary
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Final Approval - 4/20/2022



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council Meeting minutes for April 12, 2022. (City Secretary Carrie Land)

SUMMARY:

Review and Approve the April 12th City Council Meeting minutes.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20220412

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Final Approval - 4/20/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, April 12, 2022 @ 6:30 PM

**Anna ISD Board Room
201 E. 7th Street
Anna, Texas, 75409**

The City Council of the City of Anna met at 6:30 PM, on April 12, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

All City Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Glenn Brown, neighbor of Anna Town Square, addressed the City Council regarding his initial displeasure at being informed of the development of Serenity at the Square (a multi-family residence) in Anna Town Square, but expressed his appreciation to Mayor Pike, Director of Development Services Altobelli, and Planning Manager Mecke for their responsiveness and courtesy to his inquiries. Mr. Brown expressed 1) his beliefs that the City Council should have high standards with regard to establishing and maintaining zoning standards and developments; and 2) his appreciation to the developers (Anna Town Square Partners I, LLC) for working with the neighbors to incorporate requested changes to the Concept Plan for Serenity at the Square.

Tana Brown, neighbor of Anna Town Square, addressed the City Council regarding Serenity at the Square multi-family residence, noting that while she is not in favor of multi-family residential in her neighborhood, she is appreciative of the time and effort the developers have put into working with the neighbors. Mrs. Brown requested that the City Council work with developers and neighbors of Anna Town Square to develop a plan to expedite safe and efficient infrastructure to manage vehicular and pedestrian traffic by connecting Leonard Avenue to White Street or the Collin County Outer Loop. Mrs. Brown expressed her displeasure that developers/builders are showing neighbors (new homebuyers) plans for Anna Town Square that are not the updated plans providing for multi-family residential.

Elaine Holthe, neighbor of Anna Town Square, addressed the City Council relative to her concern with the new construction in Anna Town Square and the safety of their children and expressed her appreciation to the developers of Serenity at the Square for listening to the neighbors' concerns.

Stephanie Dingle, neighbor of Anna Town Square, addressed the City Council regarding the offer of the developers of Anna Town Square and Serenity at the Square joining forces with the City and developers of other apartments to create a plan to expedite safe and efficient infrastructure to manage pedestrian traffic, specifically the safety of school children.

4. **Reports.**

- a. Fire Department Introduction of Division Chief-EMS and Training. (Fire Chief Ray Isom)

This item was postponed to a future meeting.

- b. Recognize Finance Director for achieving recognition as a Certified Government Finance Officer with the Government Finance Officers Association of Texas. (City Manager Jim Proce)

The Certified Government Finance Officer (CGFO) program is sponsored by the Government Finance Officers Association of Texas (GFOAT), an affiliate of the Texas Municipal League. GFOAT is a professional organization with more than 1000 members across the state. The CGFO program is designed to establish a threshold of knowledge about a broad array of government finance topics and terminology. It takes experience into consideration and recognizes that a combination of knowledge and experience can set apart those in the profession who desire to demonstrate a level of competency. This threshold is measured by a point system that gives credit for academic education, experience, professional leadership and successful passage of examinations on a variety of governmental finance topics.

The CGFO program is intended to encourage a level of knowledge and professionalism in the field of government finance. It is also intended to encourage development and maintenance of professional competence for practicing governmental finance officers.

City Manager Proce recognized Finance Director Alan Guard for this outstanding achievement.

- c. Recognition for receipt of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the current fiscal period. (City Manager Jim Proce)

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to

satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- ☐ a policy document
- ☐ a financial plan
- ☐ an operations guide
- ☐ a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 21,000 members and the communities they serve.

City Manager Proce recognized Budget Manager Terri Doby for this outstanding achievement.

d. Telephone Town Hall Report. (Mayor Pro Tem Lee Miller)

Mayor Pro Tem Lee Miller provided a debriefing on the March 24, 2022, Telephone Town Hall Meeting regarding Economic Development.

Mayor Pike addressed the concern of children walking to school and requested that the City partner with Anna ISD to discuss the matter of crosswalks in all locations in the Anna community.

5. **Work Session.**

a. Visit from County Commissioner Darrell Hale. (City Manager Jim Proce)

Commissioner Hale visited to meet with the Council to discuss various updates and opportunities. The City Council and staff were desirous to foster positive relationships with the County for mutual outcomes for our neighbors.

b. Presentation on the Texas Power Switch. (Assistant City Manager Ryan Henderson)

The Texas Power Switch is an independent group-switching program. The group helps Texans lower their electricity bills by bringing neighbors together to negotiate a better electricity rate. Interested participants register for free, without obligation. A reverse auction is organized where the provider who can offer the lowest rate, wins. All the winning plans are simple, fixed-rate plans, 100% renewable with no hidden fees.

The Texas Power Switch then offers the winning plans to their participants, who can decide whether they'd like to accept or decline the offers. If they choose to accept, the group takes care of the switch.

The goal of this item is to present the program and for the Council to determine whether or not they would wish to participate and partner with the Texas Power Switch.

Fred Wu, Manager Customer Outreach, and Kelle Balch, Director Community Relations, presented.

- c. Presentation on Multiple-Family Residence, Serenity at the Square. (Director of Development Services Ross Altobelli)

Sahil Kurji, Anna Town Square Partners, LLC, provided a brief overview and update on their proposed multiple-family residence development and discussed concerns associated with the existing/proposed zoning within Anna Town Square.

- d. Update from Lee Lewis on the construction of City Hall. (Director of Public Works Greg Peters, P.E.)

Lee Lewis representative Bob Fullington gave a brief update on the new City Hall project.

6. **Consent Items.**

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

- a. Approve City Council Meeting Minutes for March 22, 2022, Meeting. (City Secretary Carrie Land)
- b. Review Boards and Commissions attendance for January 2022 through March 2022. (City Secretary Carrie Land)
- c. Review minutes of the March 7, 2022, Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution authorizing the City Manager to execute a renewal of a lease agreement for the placement of antennae on the existing City of Anna water tower at 3333 N. Powell Parkway by and between the City of Anna, Texas and Rise Broadband. (Director of Public Works Greg Peters, P.E.)

Rise Broadband requested lease space on the City of Anna water tower located on the north side of the Anna Public Works property last year. Staff coordinated

the contractual negotiation process with the City Attorney to prepare a formal agreement. Staff also worked with Rise Broadband to negotiate a proposed monthly lease rate of \$2,150.00 per month. In addition, Rise Broadband agrees to provide the City of Anna with wireless internet service in up to three locations of the City's choosing at no cost.

The final agreement represents eight months of discussion and negotiation. As such, staff feels that this is the best possible financial agreement the City can achieve in the lease partnership. The lease space will allow Rise Broadband to continue to provide Anna neighbors with access to telecommunications data, including internet service.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TOWER LEASE AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS, AND SKYBEAM, LLC, A COLORADO LIMITED LIABILITY CORPORATION DOING BUSINESS AS RISE BROADBAND, IN A FORM APPROVED BY THE CITY ATTORNEY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

- e. Approve a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement Agreement with Pulte Homes for Roadway and Water system improvements in Anna Crossing Phase 8. (Director of Public Works Greg Peters, P.E.)

Pulte Homes of Texas, LP is seeking to develop Phase 8 of Anna Crossing Subdivision with single family homes. As a part of the project, they will be constructing the following improvements:

- 1,772 linear feet of 2 lanes of concrete road in Leonard Avenue north of Finley Boulevard
- 610 linear feet of 2 lanes of concrete road in Finley Boulevard east of Leonard Avenue
- A 12" water main extension along both Leonard Avenue and Finley Boulevard

In accordance with prior Subdivision Improvement Agreements and Impact Fee Credit Agreements with the master developer, a significant portion of the roadway impact fees collected from Anna Crossing Phase 8 will be paid to the master developer for previous roadway improvements. The remaining roadway impact fees will be paid to Pulte Homes of Texas, LP.

Pulte Homes has commenced construction of the project and anticipates commencing construction of the roadway and water line improvements by the end of the year, as listed in the agreement.

This agreement is in line with the City Council's strategic goal of growth paying for growth. Staff recommends approval of the agreement, as it helps the City to extend two important major roadways to the north and east.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER AND ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PULTE HOMES OF

TEXAS, LP, A TEXAS LIMITED PARTNERSHIP, FOR PUBLIC IMPROVEMENTS PERTAINING TO PHASE 8 OF ANNA CROSSING SUBDIVISION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

- f. Approve a Resolution allocating \$3,716,789.23 in Coronavirus State and Local Fiscal Recovery Program funds toward the rehabilitation of water and wastewater infrastructure in Downtown Anna as a Capital Improvement Project. (Director of Public Works Greg Peters, P.E.)

The City of Anna will receive nearly \$3.8M in funding from the federal government through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This funding may be used for specific uses in the community. One of the approved uses is for the rehabilitation of public water and sewer mains.

The attached resolution is being recommended for approval as a formal document identifying the City's proposed use of the funds for utility rehabilitation. This will assist the Finance Department in setting the project and having the necessary documents to demonstrate to the federal government that the funding will be used appropriately and within the guidelines set forth for the use of the SLFRF funding.

There is another item on this agenda which will approve the necessary engineering analysis and design work associated with the project.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE USE OF THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FOR REHABILITATION OF WATER AND SANITARY SEWER MAINS IN THE DOWNTOWN AREA OF THE CITY OF ANNA, TEXAS, AND PROVIDING FOR AN EFFECTIVE DATE.

- g. Approve a Resolution accepting a partial release of a Subdivision Improvement Agreement by and between Anna Crossing AMC, Ltd., and Anna Town Center No. 1 thru No. 7 and 40 PGE, Ltd. (Director of Public Works Greg Peters, P.E.)

The master developer has reached an agreement with Anna Crossing AMC, Ltd. to partially release them from existing agreements by and between the City of Anna and the master developer for improvements within the Anna Crossing subdivision.

Approval of this item will not reduce the obligations of the master developer and future developers to complete public improvements associated with the Anna Crossing neighborhood. The partial release is specifically being done to allow Anna Crossing AMC, Ltd. to be reimbursed roadway impact fees which the City will collect from their project for roadway improvements they plan to make, instead of the roadway impact fees being reimbursed to the master developer.

This item has been reviewed by the City Attorney and City staff. Staff finds no negative impact to the City of Anna, as all required public improvements will still be constructed with adjacent development as required by the City.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PARTIAL RELEASE OF A SUBDIVISION IMPROVEMENT AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

- h. Approve a Resolution regarding the Martinez Manor, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

Single-family residence and 3 accessory buildings on one lot on 5.0± acres located on the north side of Grasshopper Lane, 1,095± feet west of County Road 376. Located within the Extraterritorial Jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING MARTINEZ MANOR, BLOCK A, LOT 1, DEVELOPMENT PLAT

- i. Approve a Resolution regarding the Anna Ranch, Phase 1B, Final Plat. (Director of Development Services Ross Altobelli)

83 Single-family dwelling, detached lots and 5 common area lots on 25.4± acres located on the east side of Leonard Avenue, 985± feet south of Sharp Street. Zoned: Planned Development-Single-Family Residence-60 (Ord. No. 323-2007).

The purpose of the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the single-family residential development.

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

- j. Approve a Resolution regarding the Coyote Meadows, Phase 1A, Final Plat. (Director of Development Services Ross Altobelli)

61 Single-family dwelling, detached lots, 103 single-family dwelling, attached lots, and 5 common area lots on 41.7± acres located on the south side of Rosamond Parkway, 245± feet east of State Highway 5. Zoned: Planned Development-Single-Family Residence-60/Single-Family Residence – Zero Lot Line Homes/Townhome District (PD-SF-60/SF-Z/SF-TH) (Ord. No. 957-2022).

The purpose of the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the single-family residential development.

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

- k. Approve a Resolution regarding the Arden Park, Preliminary Plat. (Director of Development Services Ross Altobelli)

88 single-family dwelling, detached lots, 53 single-family dwelling, attached lots, 5 common area lots, and 2 restricted commercial lots on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road. Zoned: C-1 Restricted Commercial (C-1), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), and Planned Development-SF-TH Townhome District (PD-SF-TH) (Ord. No. 961-2022).

The purpose for the Preliminary Plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached and attached, residential development and restricted commercial development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ARDEN PARK, PRELIMINARY PLAT.

- l. Approve a Resolution regarding the Canvas at Anna, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

One multiple-family dwelling lot on 17.5± acres located at the northwest corner of E. Foster Crossing and Leonard Avenue. Located in the Extraterritorial Jurisdiction.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CANVAS AT ANNA, BLOCK A, LOT 1, PRELIMINARY PLAT.

- m. Approve a Resolution authorizing the City Manager to execute a contract (with two, one year options for renewal) with Pyro Shows of Texas for the 2022-2024 Independence Day Celebration (Boots and Booms) and Christmas Tree Lighting Firework shows. (Director of Neighborhood Services Marc Marchand)

Included in the bid are the following: A high aerial fireworks show that will take place at Slayter Creek Park, 425 W Rosamond Pkwy, on June 25, 2022, at approximately 9:30 PM as part of an Independence Day (Boots and Booms) celebration. The show will be 18 minutes in length and choreographed to patriotic/American music.

A low aerial fireworks show that will take place at the tentative location of Sherley Heritage Park, 101 S Sherley Ave, on December 3, 2022, at approximately 6:00 PM as part of a Christmas tree-lighting event. The show will be 8 minutes in length and choreographed to Christmas music.

For both shows, the bidder will be responsible for the soundtrack as well as

complete fireworks setup and show execution. Bidder is also responsible for obtaining all required permits, general liability, and automobile insurance. All pyrotechnician labor shall be performed by trained, insured and licensed technicians and workers' compensation insurance provided as required by state and federal law. The execution of the show must be BATFE and FAA compliant. Bidder must meet with City safety officials prior to the event as necessary.

This is a one-year contract with two one-year renewal options.

The recommended awardee of the bid is Pyro Shows of Texas out of Fort Worth, TX with a bid of \$111,000, if all renewal options are exercised. The bids from the two remaining bidders were \$99,000 and \$103,800. Pyro Shows of Texas was the best value of bidders. When applying the following weighted criteria, Pyro Shows scored 94 out of 100 while the two remaining bidders scored 82.1 and 71.6. The criteria are as follows: price of the contract (50%), shell count (25%), experience of the bidder with similar work (15%) and history of the bidder with the city (10%).

The Price of the Contract criteria was calculated by awarding the 50 total points to the lowest bidder and taking the percentage difference from the lowest bid and applying the percentage difference to the 50 total criteria points for the remaining bidders (i.e. \$111,000 is a difference of 12.1% (\$12,000) from the lowest bid amount of \$99,000. The 50 total possible criteria points is then multiplied by the difference of 12.1% to receive a score of 44 criteria points.

Price of Contract Criteria

	Pyro Shows	Bidder B	Bidder C
Price	\$111,000.00	\$103,800.00	\$99,000.00
Difference from Lowest	\$ 12,000.00	\$ 4,800.00	\$ -
% Difference from the lowest bidder	12.1%	4.8%	0.0%
% difference deducted from criteria % (50)	44	47.6	50.0

Using the same application as the "Contract Price" criteria, the "Shell Count Criteria" was calculated by awarding the bidder with the highest shell count and taking the percentage difference from the highest shell count bid and applying the percentage difference to the 25 total criteria points for the remaining bidders.

Shell Count Criteria

	Pyro Shows	Bidder B	Bidder C
Shell Count	4930	0*	1592
Difference from Highest	0	4930	3338
% Difference from Highest	0	100%	67.7%
% deducted from criteria % (25)	25	0	8.1

*Note: Bidder B did not provide a shell count as "due to widespread industry manipulation of firework shell counts as well as their relative insignificance to overall display quality, "Bidder B" Fireworks does not produce shell counts until the show design is complete."

For the "Experience of the Bidder with Similar Work Criteria", all three bidders received the maximum score of 15 as they all displayed similar and comparable experience.

For the "History of the Bidder with the City of Anna" criteria, a 1 point deduction was applied if the experience was with an organization within the city but not the City of Anna.

Below are the results of each bidders' individual criteria scores and total scores.

	Pyro Shows	Bidder B	Bidder C
Price (50%)	44	47.6	50.0
Shell Count (25%)	25.0	0.0	8.1
Experience of the Bidder with Similar Work (15%)	15.0	15.0	15.0
History of the Bidder with the City of Anna (10%)	10.0	9.0	9.0
TOTAL SCORE OUT OF 100	94	71.6	82.1

A RESOLUTION OF THE CITY OF ANNA, TEXAS, APPROVING A CONTRACT WITH PYRO SHOWS OF TEXAS FOR A CONTRACT (WITH TWO, ONE YEAR OPTIONS FOR RENEWAL) FOR THE 2022-2024 INDEPENDENCE DAY CELEBRATIONS (BOOTS AND BOOMS) AND CHRISTMAS TREE LIGHTING FIREWORK SHOWS.

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on an Ordinance establishing a Stormwater Utility Fee for the City of Anna. (Director of Public Works Greg Peters, P.E.)

The City of Anna has been working with a consulting engineer to develop the necessary analysis and studies to recommend the creation of a stormwater fee in the City of Anna, Texas, to fund the costs of stormwater management activities in the City. The proposed fees would only be used on stormwater maintenance and improvements in the City, including the maintenance of drainage systems, replacement of undersized and inadequate storm systems, and the improvement of flood prone areas.

Currently, the City of Anna only has a budget of \$20,000/year for stormwater projects. This does not fund any staff or equipment, and only allows for 1 or 2 very small maintenance projects to be done each year.

Most cities in DFW fund their stormwater programs through a monthly fee which is included in the water bill.

Staff is proposing a rate of \$3.20/month for single family and \$10.94/acre/month for non-residential properties. Staff is also proposing for the rate to not go into effect until the October billing cycle. The proposed fee would be added to the monthly utility bills. Undeveloped properties, State and Federal lands, and properties in the ETJ are exempt from the fee.

Funding the stormwater utility will allow the City to complete many needed maintenance and improvement projects throughout the City. As more non-

residential development comes into the City, these larger developments would fund their fair share through the higher rate, as they generate more stormwater runoff than residential properties.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, LEVYING SURFACE WATER DRAINAGE UTILITY SYSTEM CHARGE AND AMENDING THE ANNA CITY CODE OF ORDINANCES TO ADD A NEW SECTION A6.015 TO ARTICLE A6.000 (UTILITY FEES), SAID NEW SECTION ESTABLISHING THE CITY OF ANNA'S DRAINAGE UTILITY SYSTEM CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.

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

- b. Consider/Discuss/Action on an Ordinance creating a Stormwater Utility for the City of Anna. (Director of Public Works Greg Peters, P.E.)

Over the past two years the City of Anna has worked with a consultant to develop the necessary analysis and engineering studies required to identify the need for a Stormwater Utility in the City.

In accordance with State Law, the City of Anna has the authority to establish a Stormwater Utility for the City, which is responsible for the improvement and maintenance of public drainage ways. The attached Ordinance was prepared by the City Attorney with assistance from City staff. Per the recommendation of the City Attorney and legal requirements, a copy of the proposed Ordinance was advertised in the Anna-Melissa Tribune over the past month.

The Stormwater Utility Report, prepared by the City's consulting engineer Birkhoff, Hendricks, & Carter, is attached as Exhibit A. The report includes key information on the existing and future stormwater systems throughout the City of Anna, including both natural and man-made drainage ways. This report was used to confirm the need for a Stormwater Utility, and to help identify the scope of services the proposed utility will encompass.

Approval of this item will establish a Stormwater Utility, but it does not identify any funding or fees to fund staff, equipment, or capital projects. A companion item on this agenda includes the financial and rate structures which staff is proposing for Council consideration and approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES TO ADD A NEW ARTICLE 12.09 TO CHAPTER 12 (UTILITIES), SAID NEW ARTICLE ESTABLISHING THE CITY OF ANNA'S DRAINAGE UTILITY SYSTEM AND ITS SERVICE AREA; DEDICATING CITY ASSETS TO THE DRAINAGE UTILITY SYSTEM, AND ADOPTING RELATED REGULATIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.

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

- c. Consider approval of a Resolution authorizing the City Manager to execute a professional services agreement with Grantham & Associates for engineering

design of the utility rehabilitation of Downtown Anna. (Director of Public Works Greg Peters, P.E.)

The City of Anna will receive approximately \$3.8M in funds from the Federal government in the form of Coronavirus State and Local Fiscal Recovery Funds (SLFRF). These funds are required to be spent on specific types of projects due to the federal source of the money. One of the primary approved uses for the funding is for the rehabilitation of public water and sewer utilities.

Downtown Anna has many segments of old, undersized water mains which serve existing homes and businesses. These mains are past their service life and should be replaced with modern systems which can adequately provide water and sewer to the area. The re-development of our downtown is a major strategic goal of the City Council and was identified as a top priority in the City's Strategic Plan. This project will significantly improve public utilities for existing Anna Neighbors and businesses downtown and will help to kick-start re-development of the downtown area.

Staff utilized the list of approved consulting engineering firms for the category of water and sewer collection & distribution design to select a qualified firm to complete the analysis and design of this key project. Grantham & Associates was selected in the category, and has the experience, expertise, and staff needed to complete the project at a high level.

The City worked with Grantham & Associates to develop a project scope for the Downtown Anna Utility Rehabilitation project, which is attached to the Resolution. The anticipated project schedule is attached as an exhibit. In addition, a downtown plan showing the project area is attached. The exhibit shows proposed future paving improvements - which require proposed water and sewer rehabilitation prior to paving taking place. Staff recommends approval of this item and will work with the consultant to kick the project off if approved by the City Council.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND GRANTHAM & ASSOCIATES FOR THE DOWNTOWN UTILITY REHABILITATION PROJECT, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- d. Consider approval of a Resolution authorizing the City Manager to execute a contract by and between the City of Anna and Chambers Grove Municipal Utility District No. 1 for the City of Anna to provide wholesale treatment of residential wastewater. (Director of Public Works Greg Peters, P.E.)

Chambers Grove Municipal Utility District No. 1 is a newly formed MUD in the Extraterritorial Jurisdiction of the City of Anna, Texas. The landowner and developer of the MUD are seeking to enter into an agreement for the City of Anna to provide wholesale wastewater treatment for the MUD, at the proposed Hurricane Creek Wastewater Treatment Plant.

Due to the timing of the land purchase and initiation of development, the MUD has requested the City to move forward with this agreement while the final wholesale rates are still being determined. City staff will return to the City Council with final rate recommendations, which will be incorporated into this contract once approved by the Council.

Staff recommends approval of this item, as the City is actively seeking to provide a regional solution for wastewater treatment in our area. The attached agreement meets that goal and allows the City of Anna to partner with the MUD to spread treatment costs across a larger swath of rate payers.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR WHOLESALE WASTEWATER TREATMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CHAMBERS GROVE MUNICIPAL UTILITY DISTRICT NO. 1, IN A FORM APPROVED BY THE CITY ATTORNEY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- e. Consider/Discuss/Action on a Resolution entering into a Development Agreement with Anna 31 Retail, LP, to establish development timelines and design regulations for a multiple-family residence development on 15.4± acres located on the east and west sides of Throckmorton Boulevard, 370± feet south of W. White Street (FM 455). (Director of Development Services Ross Altobelli)

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the City to create well-designed and attractive architecture. Additionally, the development agreement includes development deadlines associated with the construction of the property.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA 31 RETAIL, LP, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT GENERALLY LOCATED ON THE EAST AND WEST SIDE OF THROCKMORTON BOULEVARD, 370± FEET SOUTH OF W. WHITE STREET (FM 455).

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

- f. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 15.4± acres located on the east and west sides of Throckmorton Boulevard, 370± feet south of W White Street (FM 455) from C-2 General Commercial to

Planned Development-MF-2 Multiple-Family Residential – High Density.
(Director of Development Services Ross Altobelli)

The applicant is proposing multiple-family zoning and design standards that would allow for a development layout that would support three- and four-story buildings with, one-, two-, and three-bedroom units.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

Surrounding Land Uses and Zoning

North - Retail and restaurant lot and vacant land zoned C-2 General Commercial
East - Common area lot zoned C-2 General Commercial
South - Vacant land zoned Planned Development-C-1 Restricted Commercial
West - Restaurant and vacant land zoned C-2 General Commercial

Proposed Planned Development Stipulations

The requested zoning is PD-MF-2. This Planned Development is to allow for a high-density, multiple-family residence.

Maximum height - The MF-2 base zoning only allows for two-story apartments with a maximum height of 45 feet.

— The applicant is proposing both 3 and 4-story building designs that will have a maximum height of 60 feet.

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

— The applicant is proposing to reduce the required parking for studio and one-bedroom units from two (2) spaces per unit to one and a half (1.5) spaces per unit.

— The applicant is requesting to reduce the required covered parking 75% to 50%.

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

— The applicant is requesting to install a six-foot-high ornamental metal fence

with masonry columns and landscaping.

— The applicant is proposing to allow the required screening within the front yard setback along Throckmorton Boulevard and to set back the screening and fencing from the northern property line to create a walkable environment along the access easement.

Open Space – The applicant is requesting to count regional detention towards overall open space provided. The regional detention lot (Anna Retail, Block B, Lot 1) is identified as a location for a Hike/Bike trail on the Parks Master Plan.

Refuse Facilities - The applicant is proposing to utilize a trash compactor and trash chute for buildings exceeding 24 units. The buildings with 24 or less units will be serviced by refuse facilities per the Zoning Ordinance.

Future Land Use Plan

The Future Land Use Plan designates this property as Community Commercial (CC). Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for neighbors of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

SUMMARY:

The applicant has submitted a rezoning request to allow multiple-family residences with modified development standards.

Mayor Pike opened the Public Hearing at 9:06 PM.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 9:06 PM.

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

MOTION: Council Member Toten moved to approve. Council Member Vollmer seconded. Motion carried 6-1. Council Member Ussery opposed.

- g. Consider/Discuss/Action on a Resolution regarding the Anna Retail Addition, Block A, Lots 3R, 6, 7, 8, 9 and Block B, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

Multiple-family residential lot, common area lot, and four commercial lots

on 25.7± acres located on the east and west sides of Throckmorton Boulevard, 370± feet south of W. White Street (FM 455). Zoned: C-2 General Commercial.

This concept plan is associated with the zoning request to allow a multiple-family residential development with modified development standards and is contingent upon approval of that request.

The purpose for the concept plan is to show the future multiple-family residential and commercial development and related site improvements.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR ANNA RETAIL ADDITION, BLOCK A, LOTS 3R, 6, 7, 8, 9 AND BLOCK B, LOT 1.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 6-1. Council Member Ussery opposed.

- h. Conduct an initial Public Hearing on the adoption of the Juvenile Curfew Ordinance as required by Local Government Code 370.002. (Police Chief Dean Habel)

Texas Local Government Code 370.002 requires public hearings for the renewal/adoption of a Juvenile Curfew Ordinance every three years. The verbiage has not changed from the existing Juvenile Curfew Ordinance.

Mayor Pike opened the Public Hearing at 9:08 PM.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 9:08 PM.

- i. Conduct a second Public Hearing on the adoption of the Juvenile Curfew Ordinance as required by Local Government Code 370.002. (Police Chief Dean Habel)

Mayor Pike opened the Public Hearing at 9:08 PM.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 9:08 PM.

- j. Consider/Discuss/Action on the adoption of the Juvenile Curfew Ordinance as required by Local Government Code 370.002. (Police Chief Dean Habel)

Texas Local Government Code 370.002 requires a municipality to conduct public hearings every three years if it chooses to renew/adopt a Juvenile Curfew Ordinance. The current ordinance expired on April 9, 2022, and requires council action for renewal. There were some very minor changes to the verbiage in the ordinance.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, ESTABLISHING A NEW CURFEW FOR MINORS; DEFINING TERMS; CREATING OFFENSES FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE POLICE DEPARTMENT; PROVIDING FOR WAVIER BY THE MUNICIPAL COURT OF

JURISDICTION OVER A MINOR WHEN REQUIRED UNDER THE TEXAS FAMILY CODE; PROVIDING FOR REVIEW OF THIS ORDINANCE WITHIN THREE YEARS AFTER THE DATE OF INITIAL ENFORCEMENT; PROVIDING A PENALTY NOT TO EXCEED \$500; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

- k. Conduct a Public Hearing and Consider/Discuss/Action on a Resolution regarding the creation of the Crystal Park Public Improvement District and ordering public improvements to be made for the benefit of such district. (Director of Economic Development Joey Grisham)

The next steps in the creation of the Crystal Park Improvement District are: conducting a Public Hearing and consideration of a Resolution creating the PID. A petition to establish the PID was received by the City Secretary on March 1st. Crystal Park is a 361-acre mixed-use project being developed by Bloomfield Homes.

Mayor Pike opened the Public Hearing at 9:24 PM.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 9:24 PM.

A RESOLUTION REGARDING THE CREATION OF THE CRYSTAL PARK PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

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

- l. Conduct a Public Hearing and Consider/Discuss/Action on a Resolution regarding the creation of the AnaCapri Public Improvement District and ordering public improvements to be made for the benefit of such district. (Director of Economic Development Joey Grisham)

Mayor Pike recused himself from Item l. and left the meeting at 9:24 PM.

The next steps in the creation of the AnaCapri Public Improvement District are: conducting a Public Hearing and consideration of a Resolution creating the PID. A petition to establish the PID was received by the City Secretary on February 15th. AnaCapri is a 285-acre development that will include a 2.3-acre crystal lagoon, multifamily units, single-family lots, and commercial.

Mayor Pro Tem Miller opened the Public Hearing at 9:27 PM.

There were no comments from the public.

Mayor Pro Tem Miller closed the Public Hearing at 9:27 PM.

A RESOLUTION REGARDING THE CREATION OF THE ANACAPRI PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

MOTION: Council Member Carver moved to approve. Council Member Toten seconded. Motion carried 6-1. Mayor Pike abstained.

- m. Consider/Discuss/Action on a Resolution entering into a Development Agreement with PC5 Properties, LLC, for the Anna Business Park. (Director of Economic Development Joey Grisham)

This Agreement sets building standards for the Anna Business Park.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH PC5 PROPERTIES, LLC.

MOTION: Council Member Miller moved to approve. Council Member Vollmer seconded. Motion carried 6-0 (Mayor Pike left the meeting at 9:24 PM).

8. Closed Session (Exceptions).

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

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

MOTION: Mayor Pro Tem Miller moved to enter Closed Session. Council Member Toten seconded. Motion carried 6-0 (Mayor Pike left the meeting at 9:24 PM).

Mayor Pro Tem Miller recessed the meeting at 9:30 PM.

Mayor Pro Tem Miller reconvened the meeting at 9:57 PM.

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

Council Member Carver moved that the Mayor is granted the authority on behalf of the City Council to sign a waiver-of-conflict letter regarding City of Anna and City of Bells legal representation. Mayor Pro Tem Miller seconded. Motion carried 6-0 (Mayor Pike left the meeting at 9:24 PM).

10. **Adjourn.**

Mayor Pro Tem Miller adjourned the meeting at 10:03 PM.

Approved on April 26, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Review the Minutes from the September 7, 2021, November 2, 2021, and December 7, 2021 Diversity and Inclusion Advisory Commission Meetings. (Management Analyst Kimberly Winarski)

SUMMARY:

Review the Minutes from the September 7, 2021, November 2, 2021, and December 7, 2021 Diversity and Inclusion Advisory Commission Meetings.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. DI Minutes 9-7-2021
2. DI Minutes 11-2-2021
3. DI Minutes 12-7-2021

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 4/21/2022
Final Approval - 4/21/2022



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

201 S. Sherley Ave, Anna Texas 75409

Tuesday, September 7, 2021 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on September 7, 2021, at First Christian Church, located at 201 S. Sherley Ave, to consider the following items below.

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

Meeting called to order at 6:30pm. Members present: Pete Cain, Alfredo Fernandez, Sinisa Slavnic, Roxxanne Aragon, Gina Maria Ottavio, Maria Ervin, Blair Benjamin Rackham, Kimberly Jones. Members absent: Dyanne Lockridge, Alycia Green, Elinor Williams.

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

Invocation and pledge led by Pete Cain.

3. **Neighbor's Comments.**

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

No comments.

4. **Reports.**

- a. Engagement Opportunity: Community Cleanup Challenge. Gina talked about the law enforcement fundraiser golf tournament on Monday, October 4 at Hurricane Creek. Money raised will go to the Anna Law Enforcement Association for items not funded by the city. They are looking for volunteers, as well as donations. Cost has not been decided yet, but will be approximately \$400 per team. Check in at 8:30 (7:30 for volunteers setting up). There will also be a silent auction. Pete Cain has contact for potentially doing the auction online.
- b. Update: Collin McKinney Statue Dedication. Ryan talked about the Anna Historical Society dedicating the Collin McKinney statue at Shirley Heritage Park on September 18th.
- c. No October Meeting. Ryan and Kimberly will be attending a conference for the City of Anna.

5. **Items For Individual Consideration.**

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

- a. Consider/Act/Discuss Education Presentations. Roxanne Aragon shares an idea she adopted from her employer in which D&I members have the opportunity to present on specific topics (i.e., Veterans, disability, women, people of color, LGBT, etc.). Members will indicate what topic they'd like to learn about in a scheduled D&I meeting, and the "exchange of information" can be presented as formal or informal as the presenter would like (i.e., PowerPoint), and will be potentially incorporated into the monthly newsletter. Kimberly confirmed that members can send ideas for topics to Blair, and Blair will send them to Kimberly. Sinisa asked a question about one of the potential topics, which led to the deep discussion on unconscious bias.

- b. Consider/Act/Discuss Subcommittee Check In.

POLICE - Gina explained that Dyanne stepped away from the leadership position, and Pete will be taking over, and he stated that he plans to meet with the Chief of Police. Upcoming National Night Out the first week in October. 9/11 event scheduled for 7:30am at Slayter Creek. There will also be a rally for the 20th anniversary of 9/11 to show support for our first responders. Grand opening of Johnson Park on Tuesday, September 14th at 5:30pm. This park has an all-inclusive playground for children with disabilities.

YOUTH - Gina reported that Alycia (absent) spoke at the school board meeting addressing the issue of students walking on Ferguson to Rattan, and is working on a plan of action to make a walking path safer for children, or a rideshare program for parents.

COMMUNITY EVENTS - Rose (absent); discussed community events above.

INTERNAL PROCESSES - Roxanne will be meeting with Blair to work out aesthetics.

BUSINESS - Pete Cain talked about the Harvest Fest on October 2nd at Slayter Creek.

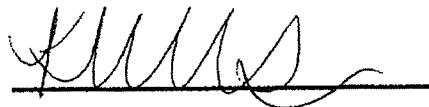
- c. Review Communications Procedures. Kimberly talked about communications (emails, text, face-to-face, etc) among the board outside of meetings, ensuring that there are no quorums (more than 5 people) outside D&I meetings. Do not create group chats with 6+ people.
- d. Consider/Act/Discuss Approving Minutes from the August 3, 2021 Diversity and Inclusion Advisory Commission Meeting. Gina Maria Ottavio motioned to approve, seconded by Kimberly Jones. 8-0-0.

6. **Adjourn.**

Meeting adjourned at 7:26pm.



Roxanne Aragon
Chair of the D&I Commission



Kimberly Winarski
Staff Liaison



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N POWELL PARKWAY

Tuesday, November 2, 2021 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on November 2, 2021, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

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

The meeting was called to order at 6:38. Members present included: Pete Cain, Dyanne Lockridge, Alycia Green (Vice Chair), Sinisa Slavnic, Roxxanne Argon (Chair), Blair Benjamin Rackham. Members absent included: Alfredo Fernandez, Elinor Williams, Gina Maria Ottavio, Maria Ervin, Kimberly Jones.

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

Invocation and Pledge led by Roxxanne Aragon.

3. **Neighbor's Input.**

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

4. **Reports.**

- a. Engagement Opportunities: Central Fire Station Opening: The opening is November 19th at 4 PM.
- b. City Developments: Inclusive Playground Upgrades at Johnson Park: Earlier in the Fall, the City reopened Johnson park with ADA accessible equipment, visual impairment & wheelchair accessible. Roxxanne suggested writing a thank you card; all members in favor.
- c. City Developments: Addition of Bilingual and Quadrilingual Police Officers: Anna PD hired 2 multilingual officers (English, Urdu, Punjabi, Hindi; Spanish & English).
- d. City Developments: Addition of Bilingual Firefighter: Anna hired the city's first bilingual firefighter (Spanish & English).
- e. City Developments: Addition of First Full-Time Female Firefighter: Anna hired the city's first full-time female firefighter, McKenna Biedebach.
- f. Update: Collin McKinney Statue and Signage: Signage will be presented to the D&I

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

for review.

g. Subcommittee Reports

i.) Youth - Pete discussed success of HOPE Squad in Anna schools

ii.) Community Events - Kimberly heard from Rose that they met. Update to come next meeting. No other subcommittee updates were provided.

5. Items For Individual Consideration.

a. Education Presentations: Roxanne summarized the education presentations, and created a schedule of topics based upon the ideas submitted for members to select the topic they'd like to present. Members in attendance selected topics.

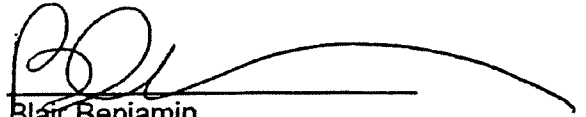
b. Consider/Act/Discuss Approving Minutes from the September 7, 2021 Diversity and Inclusion Advisory Commission Meeting. Pete Cain motioned for approval. Dyanne Lockridge seconded. 6-0, motion passed.

6. Adjourn.

Adjourned at 7:25.



Roxanne Aragon
D&I Commission Chair



Blair Benjamin
D&I Commission Secretary



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N POWELL PARKWAY

Tuesday, December 7, 2021 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on December 7, 2021, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

1. **Call to Order, Roll Call and Establishment of Quorum.**
The meeting was called to order at 6:35 PM. Members present: Pete Cain, Dyanne Lockridge, Alfredo Fernandez, Alycia Green, Sinisa Slavnic, Rose Williams, Gina Maria Ottavio, Maria Ervin, Blair Benjamin. Members absent: Roxxanne Aragon, Kimberly Jones
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor's Input.**
At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to 3 minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.
4. **Reports.**
 - a. **Engagement Opportunities: Tree Lighting Event, Storybook Saturday, and Breakfast with Santa for the 12 Days of Anna.**
Olivia Demings, Neighborhood Services Coordinator, discussed the upcoming 12 Days of Christmas events and ways neighbors could volunteer. The tree lighting will be this Saturday from 5-8 PM at Sherley Heritage Park. There will be pictures with Santa and real reindeer, kids crafts, and more. Storybook Saturday is next Saturday the 18th. Storybook Saturday happens every month, but this one is Christmas themed. Breakfast with Santa is also the 18th. Details at 12 Days of Christmas on AnnaTexas.gov. City seeking volunteers.
 - b. **Engagement Opportunities: Keep Anna Beautiful Committee.**
Olivia Demings, Neighborhood Services Coordinator, gave an overview of the Keep Anna Beautiful Committee. It's a litter clean-up and engagement program centered around our natural environment. City seeking committee members.
 - c. **City Developments: Addition of ADA Compliance Website Software.**
Kimberly Winarski, Management Analyst, gave an overview of the city's website

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

accessibility improvement software that supports compliance with WCAG 2.0.

d. Subcommittee Reports.

Community Events and Programming – 12 Days of Anna (recap)

Youth & Local Businesses – Interested in Chamber providing equipment along with scholarships for CTE students

Police & Public Safety – No changes/updates. Still accepting ride-alongs.
Discussion of ride-along requirements and vaccinations.

5. **Items For Individual Consideration.**

- a. Conversation Starter: World Citizenship and How Prejudice and Discrimination Interrupts Human Rights.

Roxanne was scheduled to discuss; will postpone until the next meeting. Pete moves postponement; Dyanne seconds. Motion passes 9-0-0.

- b. Consider/Act/Discuss Approval of the November 2nd, 2021 Diversity and Inclusion Advisory Commission Meeting Minutes.

Gina moves to postpone minutes (requests inclusion of the dates and conversation topics from 5.a.) Dyanne seconds. Motion passes 9-0-0.

6. **Adjourn.**

Meeting is adjourned at 7:10 PM.



Roxxanne Aragon
D&I Commission Chair



Kimberly Winarski
Staff Liaison



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Marc Marchand

AGENDA ITEM:

Review the Minutes from the March 21, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 3-21-2022 Parks Advisory Board Minutes (Signed)

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 4/21/2022
Final Approval - 4/21/2022



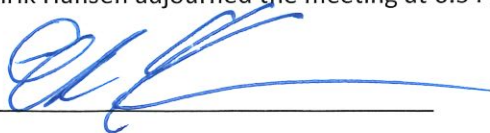
MINUTES
ANNA PARKS ADVISORY BOARD MEETING
March 21, 2022

The Parks Board of the City of Anna met at 6:00 PM, on March 21, 2022, at the Anna City Hall, located at 111 North Powell Parkway (Hwy 5), to consider the following items:

1. Call to Order, Roll Call and Establishment of Quorum
 - a. The meeting was called to order at 6:00pm. Members present were Elden Baker, Michelle Clemens, Joe Crowder, Eirik Hansen, and Mackenzie Jenks. Jon Schwyzer and LeQuey Douglas were absent. Staff present included Recreation Manager Jeff Freeth, Neighborhood Services Director Marc Marchand, Parks Superintendent Matt Lewis, Park Planning and Development Manager Dalan Walker, Neighborhood Services Coordinator Olivia Demings, Recreation Coordinator Leah Kelly, and City Council Liaison Stan Carver.
2. Staff announced the City of Anna's 2021 Tree City USA Designation.
3. Staff presented a report on Neighborhood Life Programming.
4. Staff introduced new Recreation Coordinator Leah Kelly.
5. Staff presented a report on recreation programming and upcoming events.
6. Staff presented an update on the Slayter Creek Park Splash Pad Project.
7. Staff presented an update on the Slayter Creek Park Disc Golf Project.
8. Staff presented an update on the Johnson Park Baseball Field Light Tower Project.
9. Staff presented an update on Parks Capital Projects which included:
 - a. Slayter Creek Park
 - b. Bryant Park
 - c. Johnson Park
 - d. Natural Springs Park
 - e. Henry Clay "Yank" Washington Park
 - f. Geer Park
 - g. Trails
10. Adjourn

Eirik Hansen adjourned the meeting at 6:54 pm.

ATTEST:



Marc Marchand, Director of Neighborhood Services



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Review Monthly Financial Report for the month ending March 31, 2022. (City Manager Jim Proce)

SUMMARY:

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2022 through March 31, 2022. Enclosed in the report is an executive dashboard that provides a high level look at major funds along with detailed reporting of sales tax collections.

The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

FINANCIAL IMPACT:

Information only

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. FY2022 City Council Monthly Financial Report March

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Final Approval - 4/20/2022

CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through March 31, 2022

Positive Positive variance compared to historical trends
Warning Negative variance of 3%-5% compared to historical trends
Negative Negative variance of >5% compared to historical trends

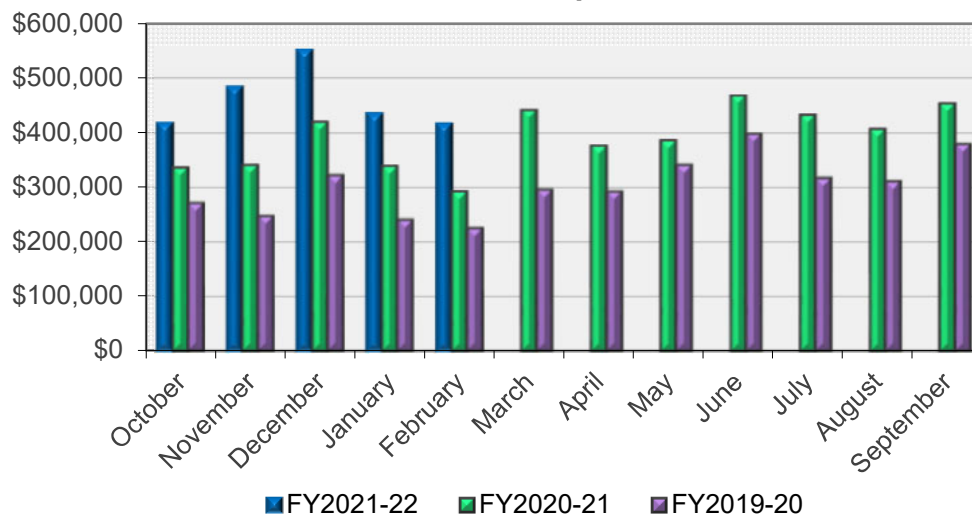
	FY2022 Budget	FY2022 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 8,015,000	\$ 7,870,345	98.2%	Property taxes are collected in December and January.
Sales Tax	2,760,000	1,440,073	52.2%	Remitted from the Comptroller with lag time of 30 - 60 days; amount is four months of collections
Franchise and Local Taxes	485,000	289,006	59.6%	Most franchise fees are remitted quarterly.
Charges for Services	111,600	51,725	46.3%	Rental registrtrions are less than projected.
Licenses, Permits & Fees	3,668,100	4,060,169	110.7%	
Investment Income	30,000	10,065	33.6%	Likely a timing issue; interest rates are increasing.
Other Revenues	16,300	15,914	97.6%	
Intergovernmental	48,395	47,640	98.4%	
Fines	90,000	98,756	109.7%	
Revenue Total	\$ 15,224,395	\$ 13,883,693	91.2%	With 50.0% of the year expired, revenues are at 91.2% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 15,208,754	\$ 6,860,650	45.1%	With 50.0% of the year expired, expenses are 45.1% of budget.
Utility Fund				
REVENUES				
Water Sales	\$ 6,000,000	\$ 2,721,094	45.4%	Water revenues are higher in summer.
Sewer Charges	3,600,000	1,909,296	53.0%	
Sanitation Revenue	1,100,000	823,082	74.8%	
Other Charges for Services	745,000	351,606	47.2%	
Licenses, Permits & Fees	505,000	1,587,034	314.3%	
Investment Income	20,000	4,863	24.3%	Likely a timing issue; interest rates are increasing.
Other Revenues	188,700	120,985	64.1%	
Utility Fund Total	\$ 12,158,700	\$ 7,517,960	61.8%	With 50.0% of the year expired, revenues are 61.8% of budget.
EXPENDITURES				
Administration	\$ 1,219,038	\$ 716,081	58.7%	Electricity and legal expenses higher than expected; one-time payment for insurance.
Water	5,654,073	3,356,142	59.4%	Includes biannual debt service payment; water purchases and water meter maintenance higher than projected.
Sewer	4,712,683	1,666,967	35.4%	
Sanitation	1,100,000	593,444	53.9%	Growing number of customers resulting in higher expenses.
Utility Billing	560,311	182,485	32.6%	
Utility Fund Total	\$ 13,246,105	\$ 6,515,119	49.2%	With 50.0% of the year expired, expenses are 49.2% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month February 28, 2022

	2021-22 Collections Monthly	% Change from Prior Year	2020-21 Collections Monthly
October	\$ 417,343	24.4%	\$ 335,454
November	483,556	42.2%	340,156
December	552,138	31.7%	419,319
January	435,037	28.4%	338,879
February	416,044	42.3%	292,405
March			441,021
April			375,823
May			385,457
June			467,686
July			432,097
August			406,214
September			453,292
	\$ 2,304,118		\$ 4,687,804

Budget: 4,390,000 52.5% 4,300,000

**Monthly Sales Tax Collections:
3 Year Comparison**

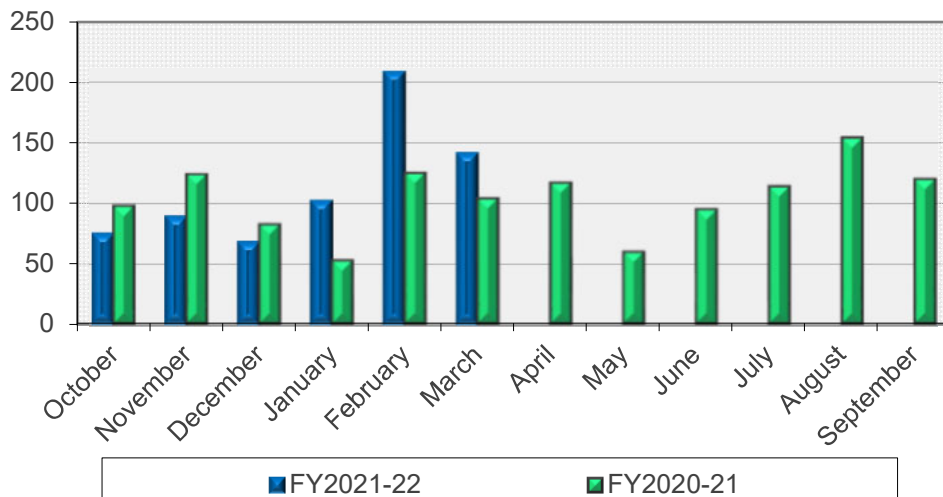


CITY OF ANNA
Building Permits Received
Thru the month March 31, 2022

	Fiscal Year 2021-22 Monthly	Fiscal Year 2020-21 Monthly
October	75	98
November	89	124
December	68	83
January	102	53
February	208	125
March	141	104
April		117
May		60
June		95
July		114
August		154
September		120
	683	1,247

	% Budget
FY2022 Budget:	1,100
	62.1%

**Monthly Building Permits Received:
2 Year Comparison**





Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Approve an Ordinance Amending the FY2021-2022 Budget to add 1.0 FTE Police Detective, 1.0 FTE Building Inspector, 1.0 FTE Project Manager, and other service, equipment and technology needs and additional promotional expense funding for Economic Development. (City Manager Jim Proce)

SUMMARY:

The proposed budget amendment includes funding for the following purposes:

Sales tax revenue is exceeding FY2022 budget projections as a result of the explosive growth in our community. This explosive growth is also resulting in the need for additional staff, equipment and services in order to maintain the quality of services for our neighbors.

This budget amendment will add additional staffing as noted:

- Add a Police Detective (1.0 FTE) to assign to the Collin County Children's Advocacy Center (CAC) and continue the partnership between CAC and Anna Police Department.
- Add a Building Inspector (1.0 FTE) to provide increased capacity and the ability to conduct an increasing number of building inspections in a timely manner.
- Add a Project Manager (1.0 FTE) to assist in managing the construction of the growing number of large projects in the Community Investment Program budget.

Other additional expenditures include:

- **Police Department K-9 (\$15,000)** To begin the process to replace the K-9 for use in drug detection and tracking, to provide for a new K-9 trained and ready for use after the retirement of our current canine.
- **Police Department radar trailer (\$7,500)** Addition of a radar trailer will enhance traffic safety efforts. The speed trailer will display speed limit signs along with actual vehicle speeds and will be able to capture traffic counts and speed data. This piece of equipment will expand speed monitoring coverage and act as a force multiplier.
- **PEG Equipment (\$63,000)** While the City Hall is under construction, it is an opportune time to install equipment for the future creation of a PEG Channel.

The cameras and other capital costs being funded with these dollars are necessary for the ability in the future to provide PEG channel programming. The equipment will be utilized to live stream on the City's non-PEG internet channel until a channel can be established.

- **Central Fire Station Fitness Equipment (\$41,000)** This was originally programmed through the fire station construction project by was value-engineered out of the building project as a cost saving measure. The funding will come from the Fire Development Fund (for fire infrastructure).
- **Central Fire Station Patio Improvement (\$105,000)** This was originally programmed through the construction of the fire station at a cost of over \$180,000 and the patio project was value-engineered out of the building project as a cost-saving measure. The funding will come from the Fire Development Fund (for fire infrastructure).
- **Economic Development (\$28,355)** Carrying forward unused marketing and promotion funds from FY2021 as recommended and approved by the CDC/EDC Board.

FINANCIAL IMPACT:

Amend the FY2022 Adopted Budget

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. FY2022 Midyear Budget Amendment Exhibit A
2. FY2022 Midyear Budget Amendment Exhibit B
3. FY2022 Midyear Budget Amendment Ordinance

APPROVALS:

Karen Avery, Deputy City Secretary
Jim Proce, City Manager

Created/Initiated - 4/21/2022
Final Approval - 4/21/2022

CITY OF ANNA
DETAIL OF RECOMMENDED FY2021-22 BUDGET AMENDMENTS

GENERAL FUND

Revenue:

Account	Dept	Account Title	Budget	Change	Revised Budget
100-400-50210		Sales Tax Revenue - General	\$ 2,200,000	\$ 136,370	\$ 2,336,370
100-520-53110		Residential Building Permits	\$ 3,300,000	\$ 34,960	\$ 3,334,960
TOTAL REVENUE				\$ 171,330	

Expense:

Account	Dept	Account Title	Budget	Change	Revised Budget
100-530-61010	Police	Salaries	\$ 2,415,729	\$ 24,300	\$ 2,440,029
100-530-61110	Police	Payroll Taxes-City Part FICA	\$ 190,933	\$ 1,930	\$ 192,863
100-530-61210	Police	Health Insurance	\$ 339,904	\$ 3,540	\$ 343,444
100-530-61220	Police	TMRS Retirement	\$ 344,174	\$ 10,500	\$ 354,674
100-530-61240	Police	Workers Compensation	\$ 95,667	\$ 3,300	\$ 98,967
TOTAL				\$ 43,570	

Justification:

Add Detective to assign to the Collin County Children's Advocacy Center (CAC) and continue partnership between CAC and Anna Police Department.

Account	Dept	Account Title	Budget	Change	Revised Budget
100-530-69630	Police	Capital Outlay - Police	\$ -	\$ 15,000	\$ 15,000

Justification:
To replace K-9 prior to retirement of current K-9 for drug detection and tracking.

Account	Dept	Account Title	Budget	Change	Revised Budget
100-530-69630	Police	Capital Outlay - Police	\$ 15,000	\$ 7,500	\$ 22,500

Justification:
Addition of a radar trailer will enhance traffic safety efforts. The speed trailer will display speed limit signs along with actual vehicle speeds and will be able to capture traffic counts and speed data. This piece of equipment will expand speed monitoring coverage and act as a force multiplier.

Account	Dept	Account Title	Budget	Change	Revised Budget
100-520-61010	Development Services	Salaries	\$ 702,316	\$ 23,870	\$ 726,186
100-520-61110	Development Services	Payroll Taxes-City Part FICA	\$ 54,058	\$ 1,830	\$ 55,888
100-520-61210	Development Services	Health Insurance	\$ 106,220	\$ 6,000	\$ 112,220
100-520-61220	Development Services	TMRS Retirement	\$ 97,446	\$ 3,260	\$ 100,706
TOTAL				\$ 34,960	

Justification:
Add Building Inspector (1.0 FTE) to provide services in light of the explosive growth in our community.

CITY OF ANNA
DETAIL OF RECOMMENDED FY2021-22 BUDGET AMENDMENTS

Account	Dept	Account Title	Budget	Change	Revised
100-580-61010	Streets	Salaries	\$ 391,892	\$ 53,000	\$ 444,892
100-580-61110	Streets	Payroll Taxes-City Part FICA	\$ 32,231	\$ 4,060	\$ 36,291
100-580-61210	Streets	Health Insurance	\$ 95,598	\$ 6,000	\$ 101,598
100-580-61220	Streets	TMRS Retirement	\$ 58,094	\$ 7,240	\$ 65,334
TOTAL				\$ 70,300	

Justification:

Add Project Manager (1.0 FTE) to assist with the growing number of projects in the Community Investment Program budget.

TOTAL GENERAL FUND EXPENSE \$ 171,330

SPECIAL REVENUE FUND

Expense:

Account	Dept	Account Title	Budget	Change	Revised Budget
350-470-69110	PEG	Machinery and Equipment	\$ -	\$ 63,000	\$ 63,000

Justification:

While the City Hall is under construction is the opportune time to install equipment for the future creation of a PEG Channel. The cameras and other capital costs being funded with these dollars are necessary for the ability in the future to provide PEG channel programming. The equipment will be utilized to live stream on the City's non-PEG internet channel until a channel can be established.

FIRE DEPARTMENT CAPITAL IMPROVEMENT

Expense:

Account	Dept	Account Title	Budget	Change	Revised Budget
374-545-69110	Fire Department Trust	Machinery and Equipment	\$ -	\$ 41,000	\$ 41,000

Justification:

To purchase fitness equipment for Central Fire Station.

Expense:

Account	Dept	Account Title	Budget	Change	Revised Budget
374-545-69110	Fire Department Trust	Machinery and Equipment	\$ 41,000	\$ 105,000	\$ 146,000

Justification:

Completion of the Central Fire Station patio area that was value-engineered out during construction.

ECONOMIC DEVELOPMENT CORPORATION

Expense:

Account	Dept	Account Title	Budget	Change	Revised Budget
900-826-67016	Economic Development	Promotional Expense	\$ -	\$ 28,355	\$ 28,355

Justification:

Carrying forward unused marketing and promotion funds from FY2021

CITY OF ANNA
GENERAL FUND BY CATEGORY

	Actual 2019-20	Budget 2020-21	Adopted 2021-22	Revised 2021-22
BEGINNING BALANCES	\$ 5,941,424	\$ 6,445,513	\$ 6,470,011	\$ 6,570,022
REVENUES:				
Property Taxes	\$ 6,095,539	\$ 6,736,415	\$ 8,015,000	\$ 8,015,000
Sales Tax	2,271,318	2,552,500	2,760,000	2,896,370
Charges for Services	188,258	151,600	254,700	254,700
Licenses and Permits	2,683,906	2,603,700	3,525,000	3,559,960
Franchise and Local Taxes	657,331	601,600	485,000	485,000
Investment Income	102,302	70,000	30,000	30,000
Other Revenues	56,024	13,300	16,300	16,300
Intergovernmental	123,195	133,195	48,395	48,395
Fines	97,374	80,000	90,000	90,000
TOTAL OPERATIONAL REVENUE	\$ 12,275,247	\$ 12,942,310	\$ 15,224,395	\$ 15,395,725
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 12,275,247	\$ 12,942,310	\$ 15,224,395	\$ 15,395,725
TOTAL AVAILABLE RESOURCES	\$ 18,216,671	\$ 19,387,823	\$ 21,694,406	\$ 21,965,747
EXPENDITURES:				
Payroll	\$ 6,890,375	\$ 8,789,785	\$ 11,841,587	\$ 11,990,417
Supplies	442,162	604,142	620,991	620,991
Maintenance	386,397	234,360	224,300	224,300
Services	2,232,696	2,459,032	2,521,876	2,521,876
Debt Service	57,359	-	-	-
Capital Outlay	147,393	394,826	-	22,500
Capital Improvement	-	350,000	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 10,156,382	\$ 12,832,145	\$ 15,208,754	\$ 15,380,084
Transfers to other funds	1,614,776	2,007,779	400,000	400,000
TOTAL EXPENDITURES	\$ 11,771,158	\$ 14,839,924	\$ 15,608,754	\$ 15,780,084
ENDING FUND BALANCES	\$ 6,445,513	\$ 4,547,899	\$ 6,085,652	\$ 6,185,663
Fund Balance Percentage	63.5%	35.4%	40.0%	40.2%

CITY OF ANNA

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 936-2021 ADOPTING THE BUDGET FOR THE 2021-2022 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, on September 14, 2021, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing as required under Texas Local Gov't Code §102.106, and in accordance with applicable provisions of the City of Anna, Texas Home-Rule Charter ("Charter"), adopted a budget of all municipal appropriations and expenditures for the 2021-2022 fiscal year; and

WHEREAS, the City is authorized to make this budget amendment by majority vote of the City Council under Section 7.09 of the Charter;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council with respect to the budget amendments described herein.

SECTION 2. The City Council of the City officially finds, determines, and declares that the City of Anna 2021-2022 fiscal year budget is hereby amended with respect to its General Fund, Special Revenue Fund, Fire Capital Improvement Fund, and Economic Development Corporation as set forth in the original budget adopted under Ordinance No. 936-2021 by replacing the information regarding said funds with the information relating to said funds set forth in the attached Exhibit A, incorporated herein for all purposes.

SECTION 4. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna 2021-2022 fiscal year budget in all places where said budget is filed as of public record or posted for public inspection.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place,

and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 26th day of April, 2022.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Dean Habel

AGENDA ITEM:

Approve a Resolution to retire the current police canine "Ninja" and authorizing the City Manager to enter into an Agreement with the handler to transfer ownership of "Ninja" to the handler. (Police Chief Dean Habel)

SUMMARY:

Police canine "Ninja" is nearly 10 years old and has been a working police dog for nearly nine years. The decision was made to purchase another canine and interviews for handlers will begin soon. There is a budget amendment item that would fund the next canine purchase and we have reserved a course in July 2022 for certification of the new handler. Ninja will have a retirement celebration as part of the police awards ceremony that is scheduled to occur in May during National Police Week.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Adopt

ATTACHMENTS:

1. APPLICATION 4 RETIRED K9 AND LIABILITY RELEASE
2. Resolution for Transfer of Retired K9

APPROVALS:

Karen Avery, Deputy City Secretary
Jim Proce, City Manager

Created/Initiated - 4/19/2022
Final Approval - 4/20/2022

CITY OF ANNA, TEXAS
APPLICATION AND AGREEMENT TO TAKE OWNERSHIP OF RETIRED CANINE AND
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

The City of Anna ("City"), Texas, has in its possession certain personal property, namely, a police canine which is classified as salvage property, as it has reached the end of its working life and is being retired from service with the Anna Police Department ("Retired Canine"). The City has determined that the Retired Canine is suitable for transfer, after consulting with the veterinarian, handlers, and other caretakers of the Retired Canine.

The City plans to dispose of this property by humane means compatible with Texas law, and considers destruction of the canine to be its last resort.

Upon receipt of a complete application and agreement and executed Release of Liability and Indemnification Agreement, the Police Chief will consider conveyance of ownership of the Retired Canine subject to the terms set forth below and any conditions imposed by the City Council.

APPLICATION AND AGREEMENT TO TAKE OWNERSHIP OF RETIRED CANINE

Name of Applicant (Applicant)	
Address of Applicant (for Notices Regarding Application)	
Applicant Contact Name	
Applicant Contact Phone	
Applicant Contact Email	
Name of Canine of Interest	Ninja
Proposed Dates for Taking Custody	
Priority for Custody (Please select most appropriate category)	<u> </u> I am the animal's former handler who medically retired as a result of injuries sustained in the line of duty.

	_____ I am the parent, child, spouse, or sibling of the animal's former handler if the handler was killed in the line of duty or died from injuries sustained in the line of duty. _____ I am a former handler (not medically retired as a result of injuries sustained in the line of duty). _____ I am a peace officer, county jailer, or telecommunicator other than the animal's handler. _____ I am another person not in any of the above categories.
--	---

By initialing and signing this application, applicant agrees to be bound by the following requirements:

- _____ Applicant acknowledges that it will provide all vehicles, material, and labor necessary to load, transport, and unload the Retired Canine.
- _____ Applicant must load, transport, unload, and treat the Retired Canine using the highest standard of care for safety.
- _____ Applicant agrees that all loading/unloading/transport activities by applicant are at applicant's own risk.
- _____ Applicant must agree to accept the Retired Canine "as is" and with all faults without warranty, promise, or representation as to its condition, health, training, behaviors, or other quality.
- _____ Applicant acknowledges that the City makes no warranties regarding the Retired Canine, expressly including the warranty of fitness for any particular purpose, and that Applicant is expressly assuming all risks, known and unknown, which are associated with ownership, handling, or possession of the Retired Canine, including without limitation **the assumption of all risks of bite or other injury or illness to applicant or any third party.**
- _____ City makes no representations to Applicant or any other party regarding the contents, composition, purity, safety, or other condition of the Retired Canine and Applicant releases City from liability for any and all biological or medical hazards of any kind, including but not limited to illnesses or communicable diseases, which occur to or arise from the Retired Canine.
- _____ **Applicant further and specifically acknowledges, and voluntarily executes, the Release of Liability and Indemnification Agreement (below) and releases the City from all forms of premises liability and all other forms of tort liability, including claims under the Texas Tort Claims Act.**
- _____ Applicant warrants to the City that ownership of the Retired Canine is not sought for a commercial purpose and that Applicant will maintain ownership of the Retired Canine for the rest of its natural life.

_____ Applicant warrants that it will humanely care for the Retired Canine, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for the Retired Canine's health, and, to the extent that the animal's health and other factors will permit, the Retired Canine will be treated in a manner appropriate for valued household pets and in consideration of his/her history of training and service.

_____ Applicant warrants that Applicant will comply with all state and local laws applicable to keeping domestic animals. Applicant will timely cooperate with any inspection into the Retired Canine's health, treatment, or living conditions which may be requested by the City. If at any time the City Council makes a finding that the Applicant is no longer able to humanely care for the animal, Applicant agrees that he/she shall promptly transfer custody and ownership of the Retired Canine to the City's designee.

_____ **Applicant warrants that there will not be a time that Applicant is no longer able to humanely care for the animal and, as such, waives the right to require the City to take possession of the Retired Canine and to require the City to monitor and make findings regarding the humane care of the Retired Canine.**

CITY USE ONLY

Date Received: _____ Application #: _____

Staff Review Date: _____ Staff Reviewer: _____

Complete as received?: YES / NO Deficiencies: _____

APPROVED?: YES / NO Approval Date: _____

Amount approved: _____ Pickup date(s): _____

NOTICE TO APPLICANT DATE: _____

DATE APPLICANT CONFIRMED SCHEDULING: _____

ASSIGNED CITY LIASON: _____

CITY LIASON'S REPORT: Completed without incident
(circle one)

OR

See attached narrative report

City Liaison Report Date and Initials: _____

**CITY OF ANNA
ASSUMPTION OF RISK, RELEASE OF LIABILITY,
AND INDEMNIFICATION AGREEMENT**

This Assumption of Risk, Release of Liability, and Indemnification Agreement is entered into by _____, the Applicant, for and in consideration of transfer of ownership to a retired service animal, specifically a police canine ("Retired Canine") depicted in Exhibit A, from the City of Anna, Texas (hereinafter referred to collectively as "City"). This agreement includes, but is not limited to, any acts or events occurring during the course of preparing for, traveling to, participating in, and returning from the City during the loading, transport, and unloading the Retired Canine from City property and also includes all interactions with the Retired Canine by the Applicant or any party interacting with the Retired Canine after the Effective Date set forth below.

ASSUMPTION OF RISK

APPLICANT AGREES THAT APPLICANT DERIVES A MATERIAL BENEFIT FROM RECEIPT OF PROPERTY FROM THE CITY. BY EXECUTION OF THIS AGREEMENT, APPLICANT AGREES AND ACKNOWLEDGES THAT THE RECEIPT OF THE RETIRED CANINE MAY BE POTENTIALLY HAZARDOUS, AND APPLICANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH RECEIPT OF THE RETIRED CANINE, INCLUDING, WITHOUT LIMITATION, DAMAGE, OR INJURY WHILE LOADING OR TRANSPORTING THE ANIMAL, THE POTENTIAL FOR A BITE, OR COMMUNICABLE DISEASES AFFECTING EITHER HUMANS OR ANIMALS. FURTHERMORE, APPLICANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO RECEIPT OF THE RETIRED CANINE FROM THE RELEASED PARTIES (DEFINED BELOW) AND ANY ACTIVITY ASSOCIATED THEREWITH. THIS INCLUDES APPLICANT'S RESPONSIBILITY FOR ANY BITE OR OTHER INJURY CAUSED BY THE RETIRED CANINE FOLLOWING CONVEYANCE TO APPLICANT.

RELEASE OF LIABILITY AND INDEMNIFICATION

For and in consideration of the opportunity to obtain the Retired Canine from the City, the undersigned applicant does on behalf of himself/herself, and on behalf of all successors, assigned heirs, executors, agents, or other representatives, and administrators (hereinafter referred to collectively as "Applicant") understand and agree to the following:

1. Applicant understands and agrees that the loading, transport, unloading, and use of Retired Canine from the City shall be at its own risk, and that the City, their elected and appointed boards, officials, agents, servants, employees, and officers (collectively "Released Parties") shall not be liable for any physical injuries or any damage to the Applicant, or for damage to

or loss of employees or property of the Applicant (including without limitation the Retired Canine), whether caused by negligence or other acts or omissions of the Released Parties, including grossly negligent acts to the extent permitted under applicable law, including but not limited to the laws and Constitution of the State of Texas.

The Applicant reiterates and agrees that it voluntarily and knowingly releases, holds harmless, and indemnifies the Released Parties from liability for any claim, action, cause of action, damages, or demand, in law or equity, of every kind or character, on account of personal injury or damage to the Applicant, including without limitation family members, guests, or other persons coming into proximity of the Retired Canine, in any way relating to or arising from the conveyance of ownership from the City or the activities, condition, or behavior of the Retired Canine after the Effective Date. The Applicant specifically releases the Released Parties from all forms of premises liability and all other forms of tort liability, including claims under the Texas Tort Claims Act, which might arise from the subject matter of this Agreement.

2. **The Applicant hereby releases and forever discharges, holds harmless, and indemnifies the Released Parties from any claim, lawsuit, or other attempt to recover damages for any injuries whatsoever relating to any first-aid treatment or other medical services rendered in connection with an emergency during the Applicant's presence on the City's premises for the purpose of loading and transporting the Retired Canine from City premises.**
3. The Applicant agrees that it assumes responsibility for the actions of its employees, guests, and all other representatives in connection with the loading, transport, unloading, and use of the Retired Canine. The Applicant further agrees that it bears sole responsibility for providing appropriate and sufficient housing, food, and medical care for the Retired Canine in perpetuity.
4. The Applicant expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. The Applicant agrees that in the event any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement which shall continue to be enforceable. For any action arising from the content of this document or relating to its subject matter, the parties agree that exclusive venue shall lie in the courts of Collin County, Texas.
5. The Applicant agrees that it is solely responsible for notification of all its insurance carriers and any other affected party regarding any provisions of this agreement affecting their interests, and to the extent that any companion documents, notifications, waivers, and/or releases are necessary to implement this agreement, the Applicant is solely responsible for drafting, distributing, and collecting such materials.
6. The undersigned warrants and represents that the signature set forth below constitutes the Applicant's acceptance of the terms of this Agreement. The undersigned has been provided an opportunity to consult with the legal counsel of applicant's own selection prior to signing.

7. The Applicant acknowledges that this agreement constitutes the entire understanding and agreement between the Applicant and City concerning the transfer of ownership of the Retired Canine, and the undersigned acknowledges that this agreement cannot be changed without a writing signed by the authorized agent for the City.
8. The Applicant further acknowledges that this agreement and transfer does not, as provided by law, waive sovereign or governmental immunity to suit and from liability of the City in transferring the Retired Canine.
9. This Agreement and the release of liability contained herein shall remain enforceable by the City regarding any claims arising from or relating to the Applicant's application in perpetuity.
10. The Effective Date of this Agreement shall be the date signed by the City's designated representative below.
11. The execution of this Agreement is agreed by Applicant and City to convey all ownership interests and associated responsibilities, including legal duties and liabilities, associated with the Retired Canine to Applicant, and all such matters are deemed to be transferred immediately upon the Applicant's taking custody of the animal at any time on or after the Effective Date.

I CERTIFY THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO THE TERMS AND CONDITIONS STATED THEREIN.

SIGNED BY APPLICANT:

Printed Name:

Date Signed:

APPROVED BY CITY:

Printed Name/Title:

Date Signed:

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS REGARDING THE IDENTIFICATION AND DISPOSAL OF SALVAGE PROPERTY, SPECIFICALLY A RETIRED LAW ENFORCEMENT CANINE; FINDING MUNICIPAL PURPOSES WILL BE SERVED BY SUCH DISPOSAL; AUTHORIZING CITY STAFF DISPOSE OF THE SALVAGE PROPERTY BY ANY LAWFUL MEANS; AND PROVIDING CLAUSES FOR SAVINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of Anna, Texas (“City Council”) has the power to take, hold, purchase, lease, grant, or convey both real and personal property to carry out the municipal purposes of the City of Anna (“City”) under its powers of local self-government;

WHEREAS, the City from time to time comes to hold personal property which is no longer essential to the provision of City services as directed by the City Council, such that the property is best classified as salvage property;

WHEREAS, the City presently holds “Ninja,” a canine trained for law enforcement activities (“Retired Canine”), who has honorably served the Anna Police Department, but due to its age and other factors has been assessed as no longer capable of reliably performing its law enforcement related tasks, such that it is now timely for the City to retire him from service;

WHEREAS, when a law enforcement trained animal is no longer necessary for municipal law enforcement in territory served by the Anna Police Department, and which because of use, time, accident, and other causes has become so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended, and has either depreciated in value to a small fraction of its acquisition price or has negative value in consideration of all associated costs and liabilities, it is identified as “salvage property” of the City;

WHEREAS, the City does not presently have facilities or personnel available to properly house and care for the Retired Canine in a manner commensurate to its valuable history of service, and seeks to avoid ongoing expenditures of its municipal funds arising from maintaining ownership of retired service animals;

WHEREAS, salvage property of other types is routinely destroyed or discarded by the City as permitted by Texas law, but that is considered an option of last resort in the context of an animal such as the Retired Canine;

WHEREAS, the Retired Canine may have special needs and handling requirements which make it unsuitable as a pet in any household that is unfamiliar with law enforcement canine training methods and its individual history;

WHEREAS, the City Council finds that the municipal purposes of the City include the cultivation of goodwill between the City of Anna, its residents, the canine handlers employed by the City, and with other communities through transactions to their mutual benefit, such as by conveyance of City's salvage property in a manner which avoids the necessity of destroying former service animals; and

WHEREAS, the Anna Police Department has received a request by one of the Retired Canine's handlers to take ownership and responsibility of the Retired Canine for the rest of its natural life, to be cared for in the same manner as a household pet;

WHEREAS, the City Council finds a municipal purpose in transferring ownership of the Retired Canine to a responsible owner who agrees to accept all responsibility for the animal's future care and activities, particularly where the terms of the transaction would allow the City to reclaim the Retired Canine if the City Council later finds that the new owner can no longer humanely care for the animal;

WHEREAS, the City Council therefore wishes to use alternative lawful means to dispose of the Retired Canine without resort to euthanizing the animal, and to authorize staff to enter into agreements to accomplish the municipal purposes of the City of Anna;

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

Section 1. Recitals.

The recitals above have been found to be true and correct by the City Council and are incorporated herein as if set forth in full.

Section 2. Identification of Salvage Property Owned by the City.

The Retired Canine, more specifically described in the attached Exhibit A (incorporated herein for all purposes), is declared by the City to be salvage property.

Section 2. Responsibility for Disposal of Salvage Property.

The Chief of Police shall be responsible for disposing of the Retired Canine by any lawful means, including but not necessarily limited to conveyance to a public or private entity in exchange for assumption of all duties of care for the animal and/or cash payment under terms acceptable to the City. City staff is authorized to engage in negotiations, agree to terms of sale,

execute documents on behalf of the City, and take other actions necessary and appropriate to accomplish the conveyance of the Retired Canine in a manner which serves the municipal purposes of the City stated herein.

Section 3. Conveyance or Sale of Salvage Property Authorized.

The City Council finds the Retired Canine currently has no readily determinable and/or substantial fair market value. City staff is therefore expressly authorized to transfer or sell the property through a public or private conveyance under any terms which, in the discretion of the Chief of Police in consultation with the City Attorney, include: a return benefit to the City; sufficient controls on the transaction to ensure that the public purpose of the City is carried out; and that otherwise complies with the Texas Constitution. The Chief of Police is further authorized to accept conveyance terms which include financial payment to the City which is lower than the highest amount previously offered for the salvage property (if any), if the Chief of Police finds that the other terms of the sale would better accomplish the municipal purposes of the City and/or enable more timely or efficient use of other City resources.

Section 4. Miscellaneous.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect. This resolution shall become immediately effective from and after its passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this the ____ day of _____, 2022.

ATTEST:

Carrie Land, City Secretary

Mayor Nate Pike



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution entering into a development agreement with Q Seminole Anna Town Center, LP to establish development and design regulations for a multiple-family residence development on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive, Anna Town Center, Block A, Lot 5R. (Director of Development Services Ross Altobelli)

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The applicant is proposing material standards and percentages that were discussed at a Work Session conducted on the February 22, 2022 City Council meeting.

ATTACHMENTS:

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

APPROVALS:

Ross Altobelli, Director of Development Services

Created/Initiated - 4/19/2022

Jim Proce, City Manager

Final Approval - 4/19/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

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

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

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

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

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

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

PASSED by the City Council of the City of Anna, Texas, on this 26th day of April 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of April 26, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Q Seminole Anna Town Center, L.P., a Texas limited partnership ("**Property Owner**") as follows:

RECITALS

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

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

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

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

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

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

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

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

Multiple-Family Residence Buildings

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

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

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

SECTION 3. NOTICES.

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

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

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

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

With a copy to:

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

SECTION 4. MODIFICATIONS OR TERMINATION.

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

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

SECTION 5. CLOSING.

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

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

SECTION 6. DEFAULT.

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

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

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

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

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

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

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

SECTION 8. INDEMNIFICATION AND HOLD HARMLESS.

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

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

SECTION 9. RECORDATION.

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

SECTION 10. ENTIRE AGREEMENT.

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

SECTION 11. RECITALS AND EXHIBITS.

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

SECTION 12. AUTHORITY.

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

SECTION 13. INVALID PROVISIONS.

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

SECTION 14. ESTOPPEL.

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

SECTION 15. EFFECTIVE DATE.

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

[signature page follows]

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

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

Notary Public, State of Texas

Q Seminole Anna Town Center, LP

By: Anna TC GP, LLC,
its general partner

By: _____
Brian Bischoff, Vice President

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2022, appeared NAME, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as Vice President of Anna TC GP, LLC, in its capacity as general partner of Q Seminole Anna Town Center, LP.

Notary Public, State of Texas

EXHIBIT "1"
PROPERTY DESCRIPTION

EXHIBIT "2"
CONCEPT PLAN

EXHIBIT "3"
BUILDNG VARIATION MAP & ELEVATIONS

Exhibit 1
Legal Description of Property

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

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

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

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

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

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

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

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 334.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 285.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

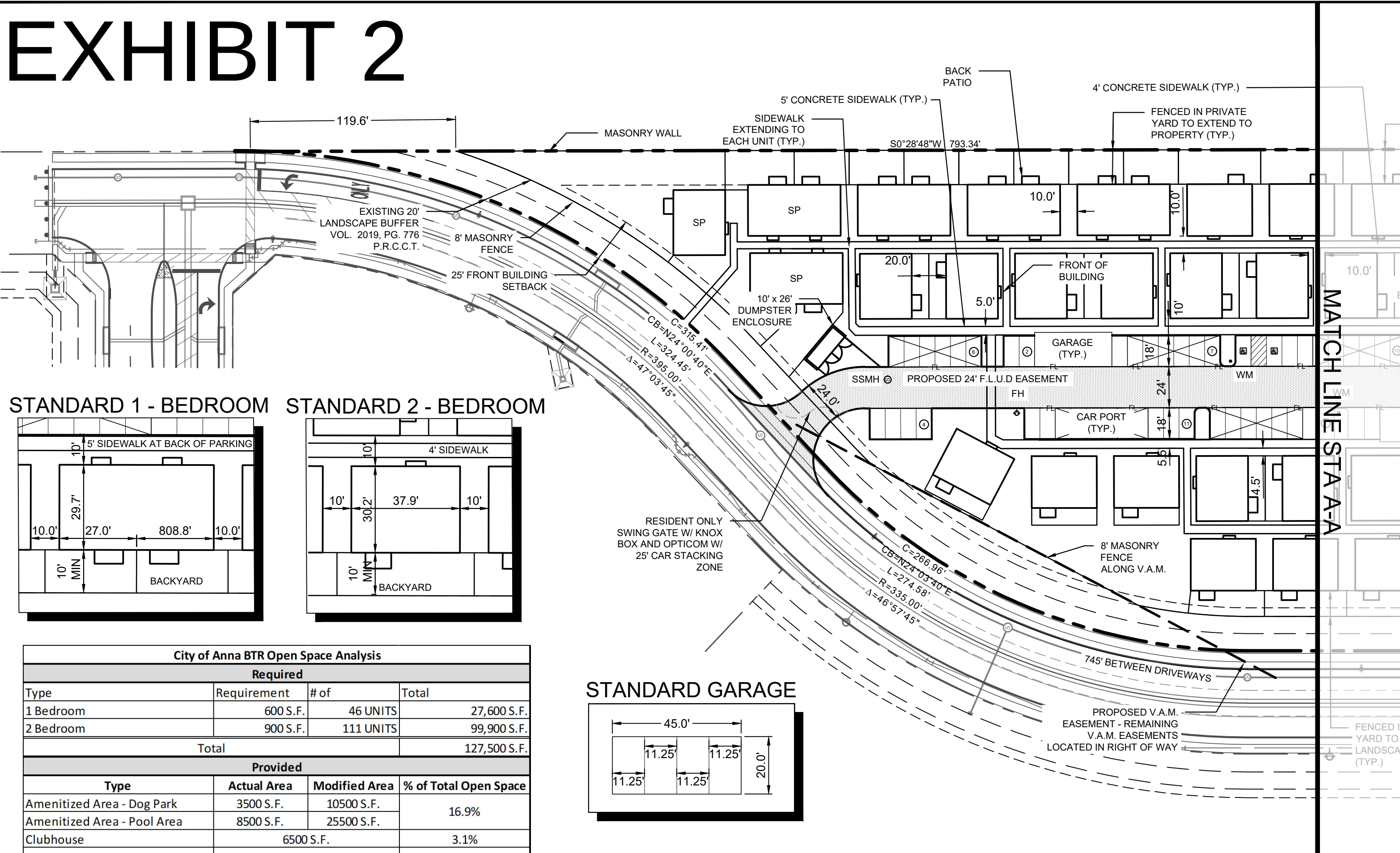
North 00°34'48" East, a distance of 905.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a tangent curve to the right with a radius of 335.00 feet, a central angle of 46°57'45", and a chord bearing and distance of North 24°03'40" East, 266.96 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 274.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

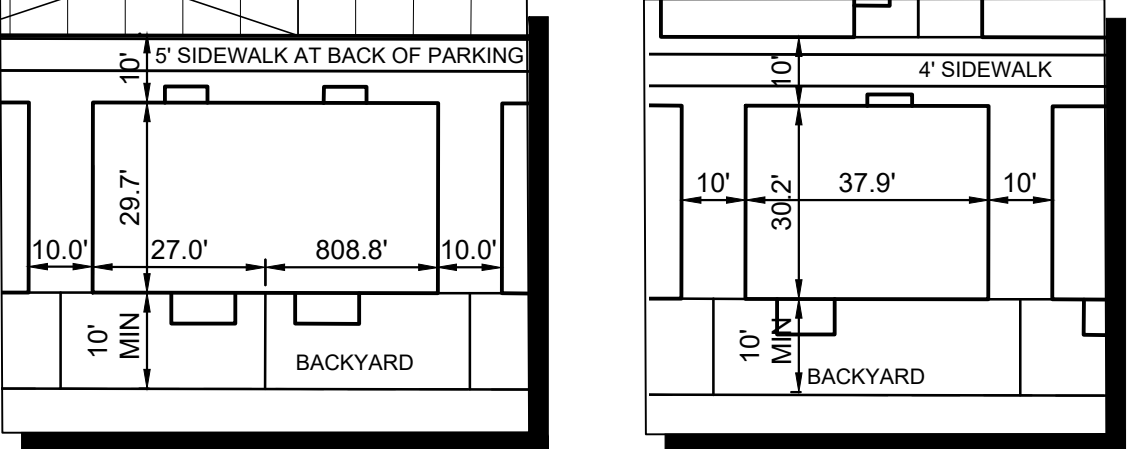
North 47°32'33" East, a distance of 81.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 47°03'45", and a chord bearing and distance of North 24°00'40" East, 315.41 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 324.45 feet to a point for corner; to the **POINT OF BEGINNING** and containing 14.894 acres (648,794 square feet) of land, more or less.

EXHIBIT 2

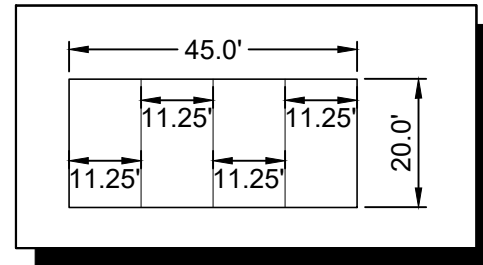


STANDARD 1 - BEDROOM STANDARD 2 - BEDROOM



City of Anna BTR Open Space Analysis				
Required				
Type	Requirement	# of	Total	
1 Bedroom	600 S.F.	46 UNITS	27,600 S.F.	
2 Bedroom	900 S.F.	111 UNITS	99,900 S.F.	
Total			127,500 S.F.	
Provided				
Type	Actual Area	Modified Area	% of Total Open Space	
Amenitized Area - Dog Park	3500 S.F.	10500 S.F.	16.9%	
Amenitized Area - Pool Area	8500 S.F.	25500 S.F.		
Clubhouse	6500 S.F.		3.1%	
Private Yards	75000 S.F.		35.2%	
Linear Walkways	11700 S.F.		15.1%	
Pocket Courtyards	20400 S.F.			
Rear Setback/Landscape Easement	63500 S.F.		30%	
Total	213100 S.F.		33%	

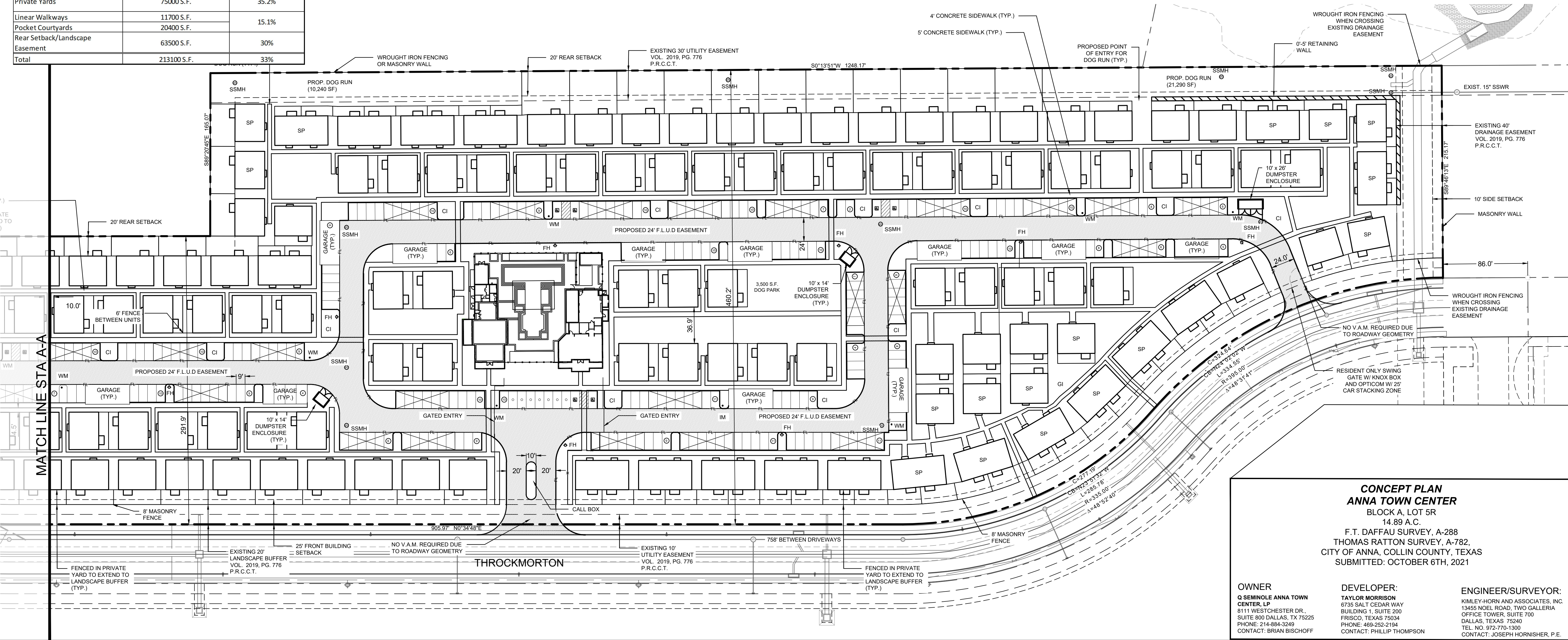
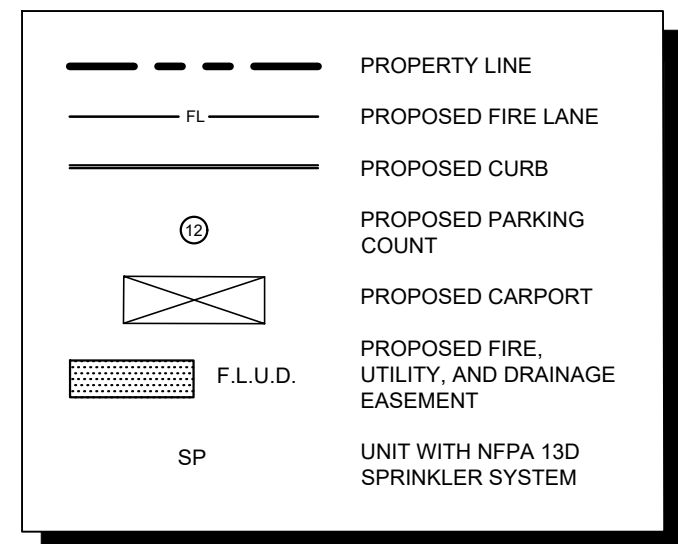
STANDARD GARAGE



Item		
General Site Data		
ZONING	C2 / MF ORD. 648-2014	
LAND USE	UNDEVELOPED	
Lot Area (square feet & acres)	648,608 S.F.	14.89 Ac.
Building Footprint Area (square feet)	REF. BUILDING INFO	
Total Building Area (square feet)	181,163 SF	
Building Height (feet - distance to tallest building element and number of stories)	1 STORY	Residential up to 18'
	1 STORY	Club/Leasing up to 22'
Building Coverage (50% MAX)	181,163 S.F.	27.9%
Multifamily Units		
# of 1 bedroom/minimum unit size	46 UNITS	800 SF
# of 2 bedrooms/Minimum unit size	111 UNITS	1,144 SF
# of 3 bedrooms/Minimum unit size	0	0
# of 4 bedrooms/Minimum unit size	0	0
Total Unit Count	157 UNITS	10.54 UNITS/ACRE
Parking (Required)		
Parking Ratio (Per Planned Development)	LEASING 1:300 PER SF	22 SPACES
	GUEST (0.25 PER UNIT)	40 SPACES
	1.5 PER ONE-BEDROOM UNIT	69 SPACES
	2.0 PER TWO-BEDROOM UNIT	222 SPACES
TOTAL		353 SPACES
Parking (Provided)		
	STANDARD	ACCESSIBLE
	48 SPACES	
GARAGE - 10' x 19' INTERIOR	163 SPACES	
	TOTAL COVERED	211 SPACES
SURFACE (RESIDENTS) - 9' x 18'	126 SPACES	6 SPACES
	8 SPACES	2 SPACES
SURFACE (VISITORS) - 9' x 18'	8 SPACES	2 SPACES
	TOTAL SPACES	345 SPACES
TOTAL PAVEMENT AREA	121,386 S.F.	

BUILDING INFORMATION PER CONCEPT PLAN					
BUILDING TYPE	DESCRIPTION	BLDGS	UNITS	% TOTAL	BLDG S.F.
	LEASING	1 BLDGS			6,579 SF
	GARAGE	12 BLDGS			900 SF
1 BR	ONE-BEDROOM UNIT	23 BLDGS	46 UNITS (29.30%)		1,600 SF
2 BR	TWO-BEDROOM UNIT	111 BLDGS	111 UNITS (70.70%)		1,144 SF
TOTAL		146 BLDGS	157 UNITS		181,163 SF

WATER METER SCHEDULE	
WATER METER	8
PROPOSED NUMBER OF METERS - 1.5" DOMESTIC	
PROPOSED NUMBER OF METERS - 1" IRRIGATION	1



CONCEPT PLAN
ANNA TOWN CENTER
BLOCK A, LOT 5R
14.89 A.C.
F.T. DAFFAU SURVEY, A-288
THOMAS RATTON SURVEY, A-782
CITY OF ANNA, COLLIN COUNTY, TEXAS
SUBMITTED: OCTOBER 6TH, 2021

OWNER
Q SEMINOLE ANNA TOWN
CENTER, LP
8111 WESTCHESTER DR.
SUITE 800 DALLAS, TX 75225
PHONE: 214-884-3249
CONTACT: BRIAN BISCHOFF

DEVELOPER:
TAYLOR MORRISON
6735 SALT CEDAR WAY
BUILDING 1, SUITE 200
FRISCO, TEXAS 75034
PHONE: 469-252-2194
CONTACT: PHILLIP THOMPSON

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA
OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
TEL. NO. 972-770-1300
CONTACT: JOSEPH HORNISHER, P.E.

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Kimley»Horn
13455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-235-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.

THE SITE PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

KHA PROJECT
012345678
DATE
12/1/2021
SCALE AS SHOWN
DESIGNED BY DGG
DRAWN BY DGG
CHECKED BY TCM

ANNA BTR
PREPARED FOR
TAYLOR MORRISON
CITY OF ANNA, TEXAS

CONCEPT PLAN

SHEET NUMBER
C-101

x2436 : xBase : xBody_069264918_052645505 : xEXUJI_069264918 : xSaw : xWatr : xHatch : xSurr : xFG_069264918 : xEmr
 IMAGES
 xREFS
 11/29/2021 10:28 AM
 LAST SAVED
 LEATHER MAKE 11/29/2021 10:30 AM
 PLOTTED BY
 DWG PATH K:\AL_CIVIL\069264918-ANNA BTRCAD\PLAN SHEETS
 DWG PATH



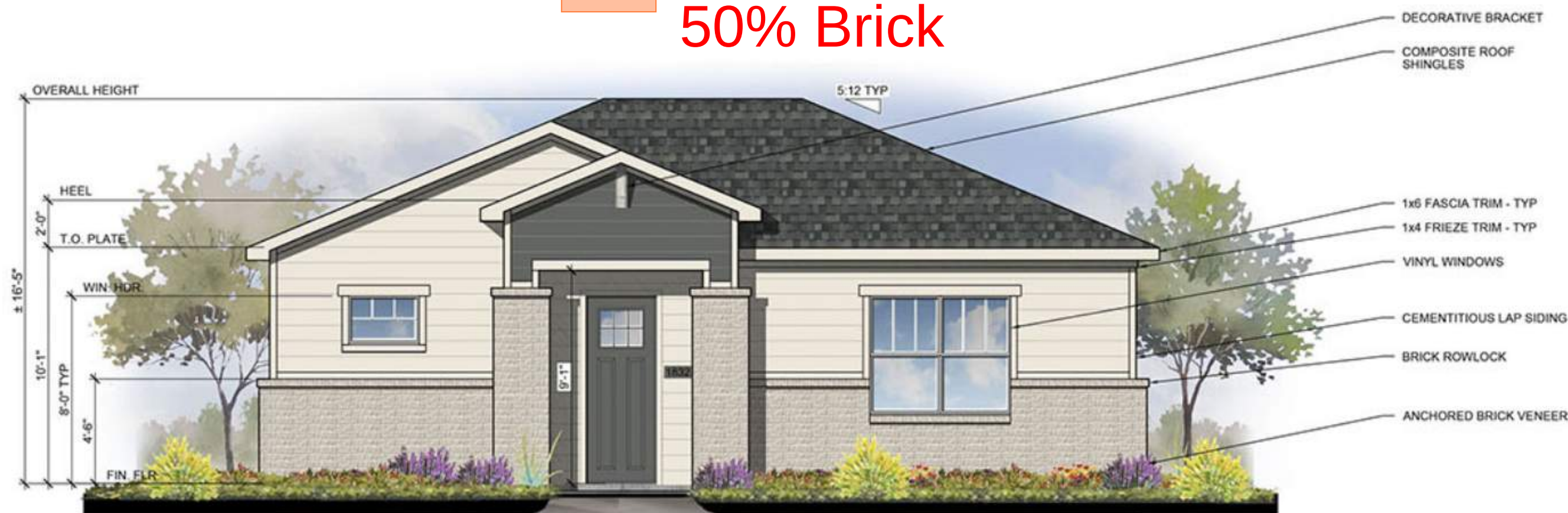
FRONT ELEVATION
LONE STAR 1/4" = 1'-0"

2 Bed - A
100% Brick



FRONT ELEVATION
MODERN FARMHOUSE 1/4" = 1'-0"

2 Bed - B
50% Brick



FRONT ELEVATION
CHAMBRAY 1/4" = 1'-0"

2 Bed - C
50% Brick



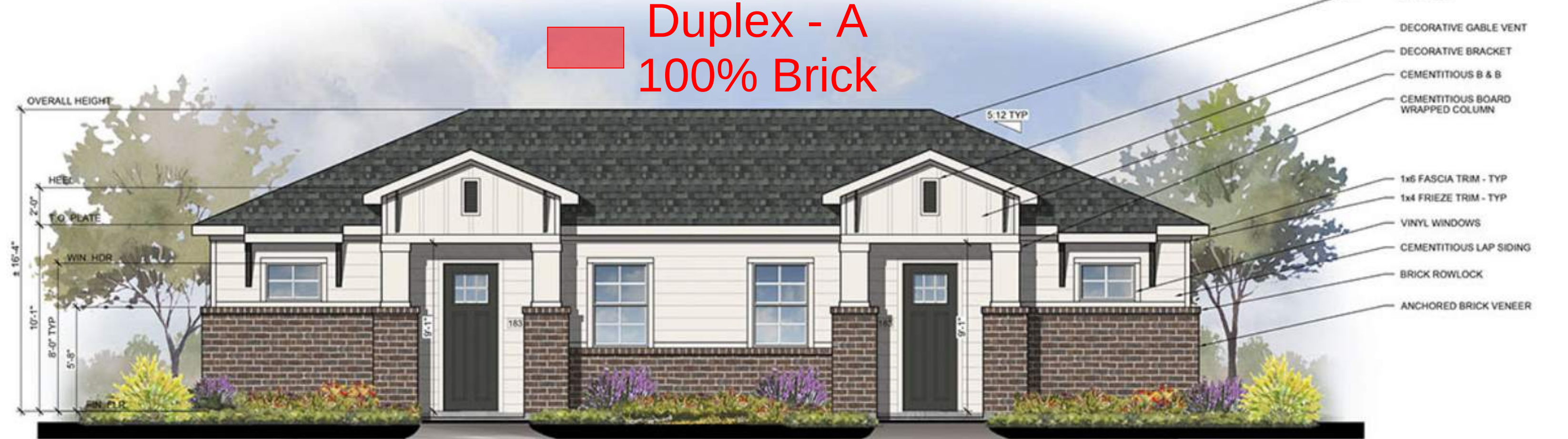
FRONT ELEVATION
MODERN FARMHOUSE 1/4" = 1'-0"

Garage (50% brick all sides)



FRONT ELEVATION
LONE STAR 1/4" = 1'-0"

Duplex - A
100% Brick



FRONT ELEVATION
MODERN FARMHOUSE 1/4" = 1'-0"

Duplex - B
50% Brick



FRONT ELEVATION
CHAMBRAY 1/4" = 1'-0"

Duplex - C
50% Brick

ANNA BTR | DALLAS, TX



LEFT ELEVATION
LONE STAR 1/8" = 1'-0"



REAR ELEVATION
LONE STAR 1/8" = 1'-0"



RIGHT ELEVATION
LONE STAR 1/8" = 1'-0"

ELEVATION AREAS		
MATERIAL	AREA (SQ. FT.)	BUILDING HEIGHT
BRICK	1130 SQ. FT.	16'-4"
STONE	162 SQ. FT.	
GLASS WINDOWS, DOORS OR DISPLAY WINDOWS	300 SQ. FT.	
TOTAL	1589 SQ. FT.	



FRONT ELEVATION
LONE STAR 1/4" = 1'-0"

UNIT 1 | ANNA TOWN CENTER BTR | ANNA, TX

1-20-2022



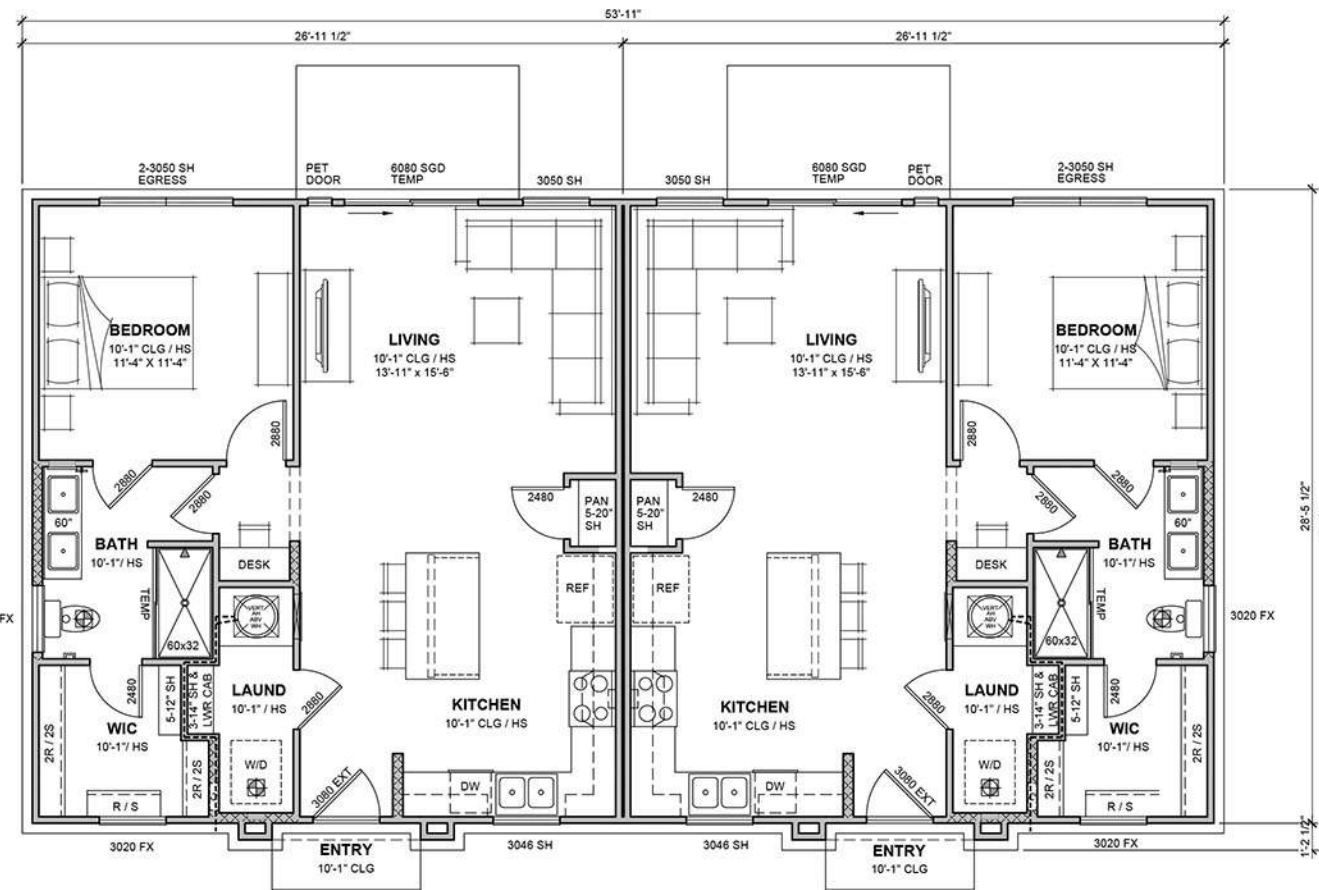
REAR ELEVATION
CHAMBRAY
1/8" = 1'-0"



RIGHT ELEVATION
CHAMBRAY
1/8" = 1'-0"



LEFT ELEVATION
CHAMBRAY
1/8" = 1'-0"



REAR ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



RIGHT ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



LEFT ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



FRONT ELEVATION
CHAMBRAY
1/4" = 1'-0"



FRONT ELEVATION
MODERN FARMHOUSE
1/4" = 1'-0"

- COMPOSITE ROOF SHINGLES
- DECORATIVE GABLE VENT
- DECORATIVE BRACKET
- CEMENTITIOUS B & B
- CEMENTITIOUS BOARD WRAPPED COLUMN
- 1x6 FASCIA TRIM - TYP
- 1x4 FRIEZE TRIM - TYP
- VINYL WINDOWS
- CEMENTITIOUS LAP SIDING
- BRICK ROWLOCK
- ANCHORED BRICK VENEER

UNIT 1 | ANNA TOWN CENTER BTR | ANNA, TX

1-20-2022



LEFT ELEVATION
LONE STAR 1/8" = 1'-0"



REAR ELEVATION
LONE STAR 1/8" = 1'-0"



RIGHT ELEVATION
LONE STAR 1/8" = 1'-0"

ELEVATION AREAS		
MATERIAL	AREA (SQ. FT.)	BUILDING HEIGHT
BRICK	1004 SQ. FT.	16'-5"
STONE	96 SQ. FT.	
GLASS WINDOWS, DOORS OR DISPLAY WINDOWS	178 SQ. FT.	
TOTAL	1282 SQ. FT.	



FRONT ELEVATION
LONE STAR 1/4" = 1'-0"

UNIT 2 | ANNA TOWN CENTER BTR | ANNA, TX

1-20-2022



REAR ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



REAR ELEVATION
CHAMBRAY
1/8" = 1'-0"



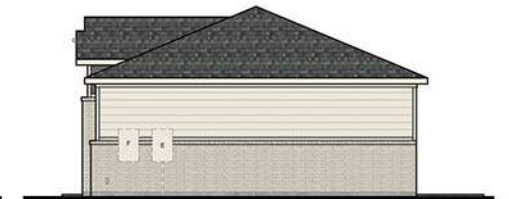
LEFT ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



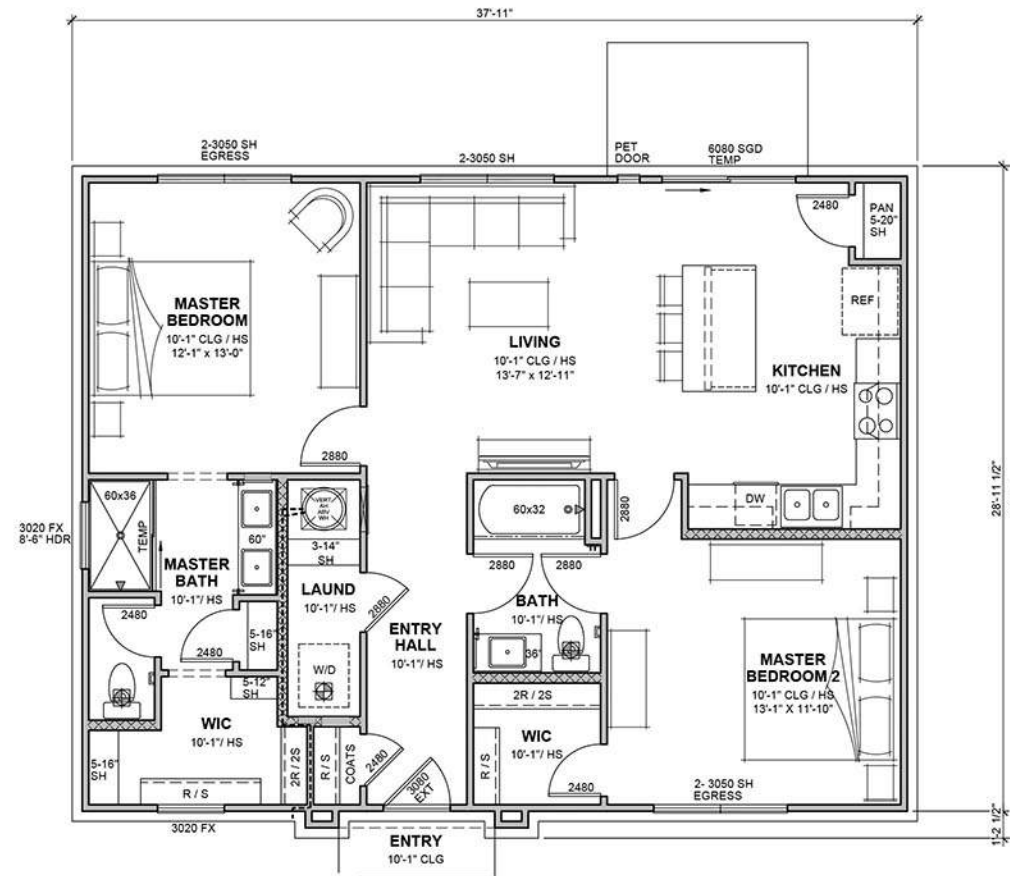
RIGHT ELEVATION
MODERN FARMHOUSE
1/8" = 1'-0"



LEFT ELEVATION
CHAMBRAY
1/8" = 1'-0"



RIGHT ELEVATION
CHAMBRAY
1/8" = 1'-0"



FRONT ELEVATION
MODERN FARMHOUSE
1/4" = 1'-0"



FRONT ELEVATION
CHAMBRAY
1/4" = 1'-0"

UNIT 2 | ANNA TOWN CENTER BTR | ANNA, TX

1-20-2022



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 4/26/2022

Staff Contact: Ray Isom

AGENDA ITEM:

Approve a Resolution authorizing the City of Anna, Texas, to participate in the Midlothian Interlocal Cooperation Agreement for the purchase of medical supplies and authorize the City Manager to sign the Agreement. (Fire Chief Ray Isom)

SUMMARY:

Anna Fire Rescue has purchased medical supplies with Bound Tree Medical, LLC for several years. With the implementation of Anna Fire Rescue's fire-based ambulance service to start May 31, 2022, medical supply usage will vastly increase. The opportunity for the city to be a part of a cooperative purchasing agreement will allow the city to "piggy-back" on the City of Midlothian's contract with Bound Tree Medical, LLC for the purchase of medical supplies. This allows the city to take advantage of lower priced medical supplies along with 70+ cities in the region with bulk purchases. This saves the city time and money.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing Professional City

STAFF RECOMMENDATION:

Approve the Resolution and authorize the city manager to sign the agreement with the City of Midlothian to participate in the Interlocal Cooperation Agreement.

ATTACHMENTS:

1. Bound Tree Midlothian Agreement for EMS Fire Dept Medical Supplies
2. Interlocal Cooperation Agmt Midlothian Anna Boundtree
3. Midlothian Interlocal Cooperation Purchasing Agreement Resolution

APPROVALS:

Stephanie Welch, Adm Assistant
Alan Guard, Finance Director
Jim Proce, City Manager

Created/Initiated - 4/20/2022
Approved - 4/21/2022
Final Approval - 4/21/2022

STATE OF TEXAS §
§ AGREEMENT FOR EMS FIRE DEPT MEDICAL
SUPPLIES
COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II
Contract Documents

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
 - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
 - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, President, Emergency Preparedness
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

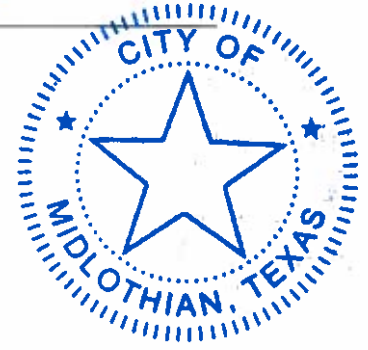
EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: [Signature]
Chris Dick, City Manager

Approved as to form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: [Signature]
Name: Shawn P. Saylor
Title: CFO

EXHIBIT “A”
City’s Bid



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, **"EXCEPTIONS TO BIDDER'S PROPOSAL,"** must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. **NO substitutions or cancellations permitted without written approval of the City of Midlothian.**
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.
11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
- 1.) Is your principle place of business in the State of Texas? YES _____ NO _____
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? _____
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO _____
- c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes _____ No _____

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes _____ No _____

Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

**FOR MINORITY AND/OR WOMAN
OWNED BUSINESS ENTERPRISES**
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.



Purchasing Division

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #1, November 13, 2020  
BID NO. 2020-28**

|                                        |
|----------------------------------------|
| <b>EMS FIRE DEPT. MEDICAL SUPPLIES</b> |
|----------------------------------------|

**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**
- W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
**For Certi-Dose line 403 see below.**  
**Due to the nature of this product, orders must be made through:**  
**Concordance Healthcare Solutions Purchasing**  
**www.concordancehealthcare.com**  
**Item: 278950**  
**Call 800-473-2332 to set up an account if you are not a current Concordance customer.**  
**Cardinal Health Purchasing**  
**www.orderexpress.cardinalhealth.com**  
**Item: 5513643**  
**Call 800-926-3161 to set up an account if you are not a current Cardinal customer.**  
**Bound Tree Purchasing**  
**www.boundtree.com**  
**Item: 0001-05**  
**Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.**  
**McKesson Pharmaceutical**  
**www.connect.mckesson.com**  
**NDC # 71754-0001-05**  
**Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.**
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
**Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Tel. No. \_\_\_\_\_



**Purchasing Division**

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

|                                        |
|----------------------------------------|
| <b>EMS FIRE DEPT. MEDICAL SUPPLIES</b> |
|----------------------------------------|

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND  
RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Tel. No. \_\_\_\_\_



**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

**DUE – NOVEMBER 20, 2020 11:00AM**



Purchasing Division

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

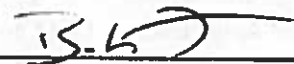
**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND  
RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature   
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20

## TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. Bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. QUOTE F.O.B. destination. Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.



stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the **SOLE RESPONSIBILITY** of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be **NEW** unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. **Samples:** Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. **Alternates:** Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. **Exception/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. **Pharmaceutical Requirements:**
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. **Ambiguity in Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. **Changes of Additions:** No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. **Funding:** Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
  - a.) In which state is your principle place of business located? Ohio
  - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
  - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: ( 817 ) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: ( 614 ) 221-3132

Email: \_\_\_\_\_

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: ( 504 ) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**INDICATE ALL THAT APPLY**

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | Quantity | Bound Tree Medical Item #                                                                                                                                                    | Bound Tree Medical Item Description | Bound Tree Medical Item #                                                                                                                         | Bound Tree Medical Item Description | Quantity   | Quoted Price | Unit |
|--------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------|--------------|------|
| 1      | Airway   | BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer, BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent | B7-AF3140MBEA                       | Airflow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing                                                | VENTLAB CORPORATION                 | AF3140MB   | \$ 9.50      | 1/EA |
| 2      | Airway   | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                                                                                         | B7-AF2100MBEA                       | Airflow BVM, SM Adult, Mask, Reservoir O2 Bag, Manometer                                                                                          | VENTLAB CORPORATION                 | AF2100MB   | \$ 12.50     | 1/EA |
| 3      | Airway   | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                                                                                         | B7-AF5140MBEA                       | Airflow BVM, SM Adult, Mask, Reservoir O2 Bag, Manometer                                                                                          | VENTLAB CORPORATION                 | AF5140MB   | \$ 9.50      | 1/EA |
| 4      | Airway   | BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK w/MANOMETER                                                                                                                   | 2442-011701                         | SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask                                               | AMBU                                | 523611017  | \$ 12.25     | 1/EA |
| 5      | Airway   | BVM, SPUR II, Child, w/child mask, bag reservoir, med port, disp                                                                                                             | 2442-53213                          | Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve                                           | AMBU                                | 530213000  | \$ 8.80      | 1/EA |
| 6      | Airway   | BVM, SPUR II, infant, w/infant mask, bag reservoir, med port, disp                                                                                                           | 065-540212000EA                     | SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask                                                                                                 | AMBU                                | 540212000  | \$ 8.58      | 1/EA |
| 7      | Airway   | Curaplex Nebulizer w/Mask, Adult or equivalent                                                                                                                               | 301-202EA                           | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing                                            | CURAPLEX BY BOUND TREE              | 202        | \$ 0.70      | 1/EA |
| 8      | Airway   | Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing                                                                                 | 533-MS-25060EA                      | Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult | CURAPLEX BY BOUND TREE              | BT-25060   | \$ 0.70      | 1/EA |
| 9      | Airway   | Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent                                                                         | 30051                               | Curaplex Partial Non Rebreather, Adult                                                                                                            | CURAPLEX BY BOUND TREE              | 30051      | \$ 0.70      | 1/EA |
| 10     | Airway   | Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent                                                                            | 30053                               | Curaplex Partial Non Rebreather, Pediatric                                                                                                        | CURAPLEX BY BOUND TREE              | 30053      | \$ 0.70      | 1/EA |
| 11     | Airway   | Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent                                                                     | 301-107EA                           | Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult                                                             | CURAPLEX BY BOUND TREE              | BT-24003   | \$ 0.25      | 1/EA |
| 12     | Airway   | Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent                                                                                 | 533-MS-24101EA                      | Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing                                                                     | CURAPLEX BY BOUND TREE              | BT-24101   | \$ 0.25      | 1/EA |
| 13     | Airway   | Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent                                                                                 | 14288                               | Curaplex All Brass Regulator, Click-Style                                                                                                         | CURAPLEX BY BOUND TREE              | BTM        | \$ 41.50     | 1/EA |
| 14     | Airway   | Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                                                                                      | 36045                               | Curaplex CPR Mask with O2 Inlet                                                                                                                   | CURAPLEX BY BOUND TREE              | 36045      | \$ 2.20      | 1/EA |
| 15     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                                                                                                 | 2113-10225                          | Endotracheal Tubes, Cuffed w/Stylet, 2.5mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10225 | \$ 1.42      | 1/EA |
| 16     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                                                                                                 | 2113-10230                          | Endotracheal Tubes, Cuffed w/Stylet, 3.0mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10230 | \$ 1.42      | 1/EA |
| 17     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                                                                                                 | 2113-10240                          | Endotracheal Tubes, Cuffed w/Stylet, 4.0mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10240 | \$ 1.42      | 1/EA |
| 18     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                                                                                                 | 2113-10245                          | Endotracheal Tubes, Cuffed w/Stylet, 4.5mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10245 | \$ 1.42      | 1/EA |
| 19     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                                                                                                 | 2113-10250                          | Endotracheal Tubes, Cuffed w/Stylet, 5.0mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10250 | \$ 1.42      | 1/EA |
| 20     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                                                                                                 | 2113-10255                          | Endotracheal Tubes, Cuffed w/Stylet, 5.5mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10255 | \$ 1.42      | 1/EA |
| 21     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                                                                                                 | 2113-10260                          | Endotracheal Tubes, Cuffed w/Stylet, 6.0mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10260 | \$ 1.42      | 1/EA |
| 22     | Airway   | Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                                                                                                 | 2113-10265                          | Endotracheal Tubes, Cuffed w/Stylet, 6.5mm                                                                                                        | CURAPLEX BY BOUND TREE              | 2113-10265 | \$ 1.42      | 1/EA |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | Qty of Item to be Purchased | Bound Tree Medical Item #                                                                                | Bound Tree Medical Item Description | Bound Tree Medical Item #                                                                              | Bound Tree Medical Item Description | Vendor Name  | Vendor Part # | Quoted Price | Selling Unit |
|--------|-----------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------|--------------|---------------|--------------|--------------|
| 42     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18132                          | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | TREE                                | 2-0211-8132  | \$            | 2.12         | 1/EA         |
| 43     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18134                          | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | TREE                                | 2-0211-8134  | \$            | 2.12         | 1/EA         |
| 44     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18136                          | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | TREE                                | 2-0211-8136  | \$            | 2.12         | 1/EA         |
| 45     | Airway                      | Curaplex Select Nebulizer, Small Volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 301-202EA                           | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | TREE                                | 202          | \$            | 0.80         | 1/EA         |
| 46     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent                                 | 301-LED-0205                        | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 2 1/EA 20EA/BX 3BX/CS                         | TRI-ANIM HEALTH SERVICES            | 301-LED-0205 | \$            | 6.98         | 1/EA         |
| 47     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent                                 | 301-LED-0305                        | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 3 1/EA 20EA/BX 3BX/CS                         | TRI-ANIM HEALTH SERVICES            | 301-LED-0305 | \$            | 6.98         | 1/EA         |
| 48     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent                                 | 301-LED-0405                        | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 4 1/EA 20EA/BX 3BX/CS                         | TRI-ANIM HEALTH SERVICES            | 301-LED-0405 | \$            | 6.98         | 1/EA         |
| 49     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent                              | 301-LED-0005                        | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 0 1/EA 20EA/BX 3BX/CS                      | TRI-ANIM HEALTH SERVICES            | 301-LED-0005 | \$            | 6.98         | 1/EA         |
| 50     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent                              | 301-LED-1015                        | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 1 1/EA 20EA/BX 3BX/CS                      | TRI-ANIM HEALTH SERVICES            | 301-LED-1015 | \$            | 6.98         | 1/EA         |
| 51     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent                              | 301-LED-1025                        | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 2 1/EA 20EA/BX 3BX/CS                      | TRI-ANIM HEALTH SERVICES            | 301-LED-1025 | \$            | 6.98         | 1/EA         |
| 52     | Airway                      | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent                              | 301-LED-1035                        | CurView LED Laryngoscope Blade & Handle, Disposable, Miller 3 1/EA 20EA/BX 3BX/CS                      | TRI-ANIM HEALTH SERVICES            | 301-LED-1035 | \$            | 6.98         | 1/EA         |
| 53     | Airway                      | Disposable Guedel Oral Airway, 40mm (Pink)                                                               | 2010-35040                          | Curaplex&reg; Guedel Airway, 40mm, Pink                                                                | TREE                                | 12990        | \$            | 0.21         | 1/EA         |
| 54     | Airway                      | Disposable Guedel Oral Airway, 50mm (Blue)                                                               | 2010-35050                          | Curaplex&reg; Guedel Airway, 50mm, Blue                                                                | TREE                                | 13057M5      | \$            | 0.21         | 1/EA         |
| 55     | Airway                      | Disposable Guedel Oral Airway, 60mm (Black)                                                              | 2010-35060                          | Curaplex&reg; Guedel Airway, 60mm, Black                                                               | TREE                                | 13058        | \$            | 0.21         | 1/EA         |
| 56     | Airway                      | Disposable Guedel Oral Airway, 70mm (White)                                                              | 2010-35070                          | Curaplex&reg; Guedel Airway, 70mm, White                                                               | TREE                                | 13059        | \$            | 0.21         | 1/EA         |
| 57     | Airway                      | Disposable Guedel Oral Airway, 80mm (Green)                                                              | 2010-35080                          | Curaplex&reg; Guedel Airway, 80mm, Green                                                               | TREE                                | 13060        | \$            | 0.21         | 1/EA         |
| 58     | Airway                      | Disposable Guedel Oral Airway, 90mm (Yellow)                                                             | 2010-35090                          | Curaplex&reg; Guedel Airway, 90mm, Yellow                                                              | TREE                                | 13061        | \$            | 0.21         | 1/EA         |
| 59     | Airway                      | Disposable Guedel Oral Airway, 100mm (Red)                                                               | 2010-35100                          | Curaplex&reg; Guedel Airway, 100mm, Red                                                                | TREE                                | 13062        | \$            | 0.21         | 1/EA         |
| 60     | Airway                      | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                     | 2130-42560                          | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                   | LAERDAL MEDICAL CORP.               | 600-42500    | \$            | 3.60         | 1/EA         |
| 61     | Airway                      | Endotracheal Tube Holder, Thomas Select, Pediatric                                                       | 020400                              | Thomas Endotracheal Tube Holder, Pediatric, Pink                                                       | LAERDAL MEDICAL CORP.               | 600-20000    | \$            | 2.75         | 1/EA         |
| 62     | Airway                      | ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP                                                  | 2120-17010                          | ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric                                   | SUN MED                             | 9-0211-70    | \$            | 4.22         | 1/EA         |
| 63     | Airway                      | ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                               | 9-01212-70                          | ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult                                       | SUN MED                             | 9-0212-70    | \$            | 4.22         | 1/EA         |
| 64     | Airway                      | FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                                                         | 020631                              | Oxygen Flowmeter, Aluminium, 0-15 LPM, w/Ohmeda Quick Connect                                          | PRECISION MEDICAL                   | 8MFA1005     | \$            | 33.76        | 1/EA         |
| 65     | Airway                      | GO-PAP with BITrac ED - Adult Medium                                                                     | 313-4602EA                          | GO-PAP with BITrac ED - Adult MED                                                                      | PULMONEDYNE                         | 313-4602EA   | \$            | 39.50        | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description                                                                                       | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Name                    | Part #         | Quoted Price | Selling UOM |
|--------|---------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|--------------------------------|----------------|--------------|-------------|
| 90     | Alway UEScope 2 Blade Size D2                                                                                             | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3020       | \$ 40.65     | 1/EA        |
| 91     | Alway UEScope 2 Blade Size D3                                                                                             | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3030       | \$ 40.65     | 1/EA        |
| 92     | Alway UEScope 2 Blade Size D4                                                                                             | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3040       | \$ 40.65     | 1/EA        |
| 93     | Alway UEScope 2 VI460 Kit                                                                                                 | 2146-01200                | UEScope 2 VI460 Starter Kit                                                                          | UE MEDICAL DEVICES INC.        | 460-1200       | \$ 1,600.00  | 1/EA        |
| 94     | Alway ViaOne Small Volume Nebulizer or equivalent                                                                         | A911203                   | ViaOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing                      | WESTMED, INC.                  | 0210           | \$ 0.95      | 1/EA        |
| 95     | Bandaging/Sp ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                          | 1212-12111                | Curaplex Abdominal Combine Dressing, Sterile, Bin x 10in                                             | CURAPLEX BY BOUND TREE         | 1212-12111     | \$ 3.40      | 20/BX       |
| 96     | Bandaging/Sp BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs | 150030                    | Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards                          | CARDINAL HEALTH                | 6720           | \$ 0.75      | 1/EA        |
| 97     | Bandaging/Sp Board splint, padded, 3x18 in. long, orange vinyl cover                                                      | 16353                     | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                             | UE MEDICAL DEVICES INC.        | STORM-GZM00150 | \$ 0.78      | 1/EA        |
| 98     | Bandaging/Sp Board splint, padded, 3x36in long, orange vinyl cover                                                        | 660012                    | Sp Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover                                          | DMS                            | 60015          | \$ 2.45      | 1/EA        |
| 99     | Bandaging/Sp Board splint, padded, 3x54in long, orange vinyl cover                                                        | 660013                    | Sp Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover                                          | DMS                            | 60036M         | \$ 4.15      | 1/EA        |
| 100    | Bandaging/Sp Board splint, padded, 3x54in long, orange vinyl cover                                                        | 660014                    | Sp Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover                                          | DMS                            | 60054M         | \$ 5.55      | 1/EA        |
| 101    | Bandaging/Sp Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System           | 1880-13022                | Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black | NORTH AMERICAN RESCUE PRODUCTS | 30-0001        | \$ 24.70     | 1/EA        |
| 102    | Bandaging/Sp Cohesive Elastic Bandage 2in (Blue)                                                                          | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2in, Blue                                                         | UE MEDICAL DEVICES INC.        | 1121-36571     | \$ 16.55     | 36/BX       |
| 103    | Bandaging/Sp Cohesive Elastic Bandage 3in (Blue)                                                                          | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | UE MEDICAL DEVICES INC.        | 1121-36572     | \$ 15.90     | 24/BX       |
| 104    | Bandaging/Sp Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                              | 1121-36559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/box 8ba/cs                         | UE MEDICAL DEVICES INC.        | 1121-36559     | \$ 0.80      | 12/BG       |
| 105    | Bandaging/Sp CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                              | 64250                     | Curaplex Sharps Solo                                                                                 | UE MEDICAL DEVICES INC.        | BT-64250       | \$ 1.25      | 1/EA        |
| 106    | Bandaging/Sp Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                               | 1330-86100                | Curaplex Sterile Alcohol Prep Pads, Large                                                            | UE MEDICAL DEVICES INC.        | 1330-86100     | \$ 1.60      | 100/BX      |
| 107    | Bandaging/Sp Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                              | 1330-85300                | Curaplex Sterile Alcohol Prep Pad, Medium                                                            | UE MEDICAL DEVICES INC.        | 1330-85300     | \$ 1.52      | 200/BX      |
| 108    | Bandaging/Sp Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent            | 16685                     | Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet     | UE MEDICAL DEVICES INC.        | 16685          | \$ 2.35      | 1/EA        |
| 109    | Bandaging/Sp Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent                       | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | UE MEDICAL DEVICES INC.        | 1121-36572     | \$ 16.45     | 24/BX       |
| 110    | Bandaging/Sp Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                                    | 17100MS                   | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                                                 | UE MEDICAL DEVICES INC.        | 17100MS        | \$ 3.50      | 1/EA        |
| 111    | Bandaging/Sp Curaplex Fluff Bandage Roll 4.5"x4.1yds, Sterile, 100r/cs                                                    | 1121-36645                | Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd                                            | UE MEDICAL DEVICES INC.        | 1121-36645     | \$ 0.60      | 1/RL        |
| 112    | Bandaging/Sp Curaplex Head Immobilizer, Adult, Incl Head and Chin Straps, 20ea/cs                                         | 3141-91010                | Curaplex Instant Head Immobilizer, Adult                                                             | UE MEDICAL DEVICES INC.        | BT-91010       | \$ 3.12      | 1/EA        |
| 113    | Bandaging/Sp Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                          | 1432-56000                | Curaplex Hot Pack, Small                                                                             | UE MEDICAL DEVICES INC.        | H5050          | \$ 0.22      | 1/EA        |
| 114    | Bandaging/Sp Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                             | 8600-STB001B              | Curaplex Stop the Bleed, Basic Kit                                                                   | UE MEDICAL DEVICES INC.        | 8600-STB001B   | \$ 39.50     | 1/EA        |

Item List for City of Midlothian  
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| Item ID | City of Midlothian Item Description                                                                                                              | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                          | Vendor Name                 | Vendor Item # | Quoted Price | Selling UOM |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------|-------------|
| 140     | Bandaging/Sp<br>Paramedic Shears, Yellow, 5.5 In                                                                                                 | 68008                     | Paramedic Shears, 5.5, Yellow                                                                | CURAPLEX BY BOUND TREE      | 182-YELLOW    | \$ 0.75      | 1/PR        |
| 141     | Bandaging/Sp<br>Pediatric/Infant Immobilization Board                                                                                            | 36111                     | Curaplex Pedit Board, w/ Case                                                                | CURAPLEX BY BOUND TREE      | STORM-PIBS    | \$ 85.00     | 1/EA        |
| 142     | Bandaging/Sp<br>Perfit Ace Enrichment Collar Adult                                                                                               | 260281                    | Perfit ACE Adjustable Collar, Adult                                                          | AMBU                        | 000281000     | \$ 3.20      | 1/EA        |
| 143     | Bandaging/Sp<br>Perfit Ace Enrichment Collar pediatric                                                                                           | 260280                    | Perfit Mini ACE Adjustable Collar, Pediatric                                                 | AMBU                        | 000281106     | \$ 3.20      | 1/EA        |
| 144     | Bandaging/Sp<br>QuickClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/tacolin                                                 | 1214-00572                | QuickClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)                                    | Z-MEDICA LLC                | 572           | \$ 18.55     | 1/EA        |
| 145     | Bandaging/Sp<br>SAM Pelvic Sling II                                                                                                              | 665566                    | SAM Pelvic Sling II, Standard, 32-50inch Hip                                                 | SAM MEDICAL                 | P3301-OB-EN   | \$ 62.55     | 1/EA        |
| 146     | Bandaging/Sp<br>SWAT-TOURNIQUET, TACTICAL BLACK                                                                                                  | G1092                     | SWAT-Tourniquet, Tactical Black                                                              | H & H MEDICAL CORPORATION   | SWAT-T BLK-CA | \$ 8.55      | 1/EA        |
| 147     | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                                              | 1110-14007                | Curaplex&reg; Cloth Tape, 1 In X 10 Yds                                                      | CURAPLEX BY BOUND TREE      | 1841-14007    | \$ 7.90      | 12/BX       |
| 148     | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                                              | 1110-14009                | Curaplex&reg; Cloth Tape, 3 In X 10 Yds                                                      | CURAPLEX BY BOUND TREE      | 1841-14009    | \$ 7.90      | 4/BX        |
| 149     | Bandaging/Sp<br>VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                                                    | MT90001                   | Air Transport Vacuum Spine Board Set, 8 Handles w/Ribs Incl Case, Pump and Pelvic Strap, 6ft | CURAPLEX BY BOUND TREE      | MT90001       | \$ 857.50    | 1/EA        |
| 150     | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Large Extremity                                                                                    | 560103                    | Evac-U-Splint Vacuum Extremity Splint (splint only), LG                                      | HARTWELL MEDICAL LLC        | EY 103        | \$ 140.50    | 1/EA        |
| 151     | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Medium Extremity                                                                                   | 560102                    | Evac-U-Splint Vacuum Extremity Splint (splint only), MED                                     | HARTWELL MEDICAL LLC        | EY 102        | \$ 99.90     | 1/EA        |
| 152     | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Small Extremity                                                                                    | 560101                    | Evac-U-Splint Vacuum Extremity Splint (splint only), SM                                      | HARTWELL MEDICAL LLC        | EY 101        | \$ 75.00     | 1/EA        |
| 153     | Control/Clean<br>Inflection<br>BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS                                                                  | 290116                    | Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal                    | MEDEGEN MEDICAL PRODUCTS    | F116          | \$ 0.09      | 1/EA        |
| 154     | Control/Clean<br>Inflection<br>Cleaning agent that will kill COVID 19 (Spray bottle)                                                             | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle                | ESSENDANT                   | 30828         | \$ 6.90      | 1/EA        |
| 155     | Control/Clean<br>Inflection<br>Cleaning agent that will kill COVID 19 (wipes canister)                                                           | 1061-100                  | CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch                                      | METREX RESEARCH CORPORATION | 13-1100       | \$ 9.25      | 160/TB      |
| 156     | Control/Clean<br>Inflection<br>Clorox Healthcare Hydrogen Peroxide Wipes Tub 95                                                                  | 1061-82403                | Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch                                | ESSENDANT                   | CLO30824      | \$ 47.77     | 6/CS        |
| 157     | Control/Clean<br>Inflection<br>Clorox Healthcare Hydrogen Peroxide Green Label Disinfectant Cleaner Spray Bottle, 32oz                           | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle                | ESSENDANT                   | 30828         | \$ 7.55      | 1/EA        |
| 158     | Control/Clean<br>Inflection<br>COMT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                                   | 64250                     | Curaplex Sharps Solo                                                                         | CURAPLEX BY BOUND TREE      | 8T-64250      | \$ 1.79      | 1/EA        |
| 159     | Control/Clean<br>Inflection<br>Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipes, BioBag or equivalent | 670202-KIT                | Curaplex PPE Kit- Basic+ FaceShield                                                          | CURAPLEX BY BOUND TREE      | 670202-KIT    | \$ 9.55      | 1/EA        |
| 160     | Control/Clean<br>Inflection<br>GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                              | R3127                     | SanZide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz                                     | SAFETEC                     | 34810         | \$ 8.15      | 1/EA        |

Item List for City of Midlothian  
EMS Medical Supplies  
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| Item # | Quantity                | Item Description                                                                     | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                      | Vendor Name                | Vendor Part #   | Quoted Price | Spine # |
|--------|-------------------------|--------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|----------------------------|-----------------|--------------|---------|
| 178    | Inflection              | Microdot Bleach Wipes                                                                | CS600-12                  | *MEG B/O * WIPES BLEACH MICRODOT (160/TUB)                                                               | Cambridge Sensors USA, LLC | 600-12          | \$ 10.22     | 160/TB  |
| 179    | Inflection              | Multi-Purpose Collection Bag with Hook                                               | 1071-17367                | Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS                                            | CURAPLEX BY BOUND TREE     | 1071-17367      | \$ 8.75      | 12/PK   |
| 180    | Inflection              | Particulate Respirator, N95 Mask, Large Size                                         | 1513                      | N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG                                      | MOLDEX-METRIC, INC.        | 1513            | \$ 21.99     | 20/BX   |
| 181    | Inflection              | Particulate Respirator, N95 Mask, Technol. Regular Size 35/bx 6bx/CS                 | 8618                      | FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular | O&M Hayward, Inc.          | 46767           | \$ 0.74      | 1/EA    |
| 182    | Inflection              | Particulate Respirator, N95 Mask, XL Size                                            | 1031-46827                | FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS                                                   | O&M Hayward, Inc.          | 46827           | \$ 109.99    | 35/BX   |
| 183    | Inflection              | Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx | 1063-20763                | FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable                            | Firewipes                  | FW0207CA        | \$ 10.10     | 12/BX   |
| 184    | Inflection              | SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent         | 660274                    | Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lens                                                   | MED PLUS SERVICES USA      | 25654           | \$ 1.95      | 1/PR    |
| 185    | Inflection              | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                           | 400012                    | Medicut Scalpel, Sterile, Disposable Size 11                                                             | DYNAREX CORPORATION        | 4111            | \$ 0.45      | 1/EA    |
| 186    | Inflection              | SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X 10.75 IN 20/CS               | 1860-08708                | Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart                      | CURAPLEX BY BOUND TREE     | 1860-08708      | \$ 3.37      | 1/EA    |
| 187    | Inflection              | SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS         | 1860-08706                | Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08706      | \$ 3.35      | 1/EA    |
| 188    | Inflection              | SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN     | 1860-08702                | Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08702      | \$ 1.15      | 1/EA    |
| 189    | Inflection              | SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                       | 295502                    | *NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS                                                   | SAFETY TODAY               | 002501-YPE      | \$ 1.47      | 1/PR    |
| 190    | Inflection              | SPLIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                    | 1033-15311                | Split Sock Hood, to Prevent Spitting                                                                     | STEARNS WEAR               | SPIT SOCK WHITE | \$ 3.10      | 1/EA    |
| 191    | IV Supplies and Needles | Curaplex Dart w/vial adapter kit                                                     | 670212-KIT                | Curaplex Dart w/ Vial Adapter Kit (3CC Syringe)                                                          | CURAPLEX BY BOUND TREE     | 670212-KIT      | \$ 7.55      | 1/EA    |
| 192    | IV Supplies and Needles | CATHETER INTRAVENOUS (IV) 16 ga x 1/4 IN 50/BX                                       | 353062                    | Protectiv Plus IV Catheters, 16ga x 1/4inch                                                              | SMITHS MEDICAL ASD, INC.   | 306201          | \$ 1.54      | 1/EA    |
| 193    | IV Supplies and Needles | CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353065                    | Protectiv Plus IV Catheters, 18ga x 1/4inch                                                              | SMITHS MEDICAL ASD, INC.   | 306501          | \$ 1.54      | 1/EA    |
| 194    | IV Supplies and Needles | CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353067                    | Protectiv Plus IV Catheters, 20ga x 1inch                                                                | SMITHS MEDICAL ASD, INC.   | 306701          | \$ 1.54      | 1/EA    |



Item List for City of Midlothian  
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| Line # | City of Midlothian Item Description                                                                          | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                          | Vendor Name              | Vendor Item #    | Quoted Price | Selling Unit |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|--------------------------|------------------|--------------|--------------|
| 212    | IV Supplies and Needles<br>Lancets, Unistix 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple             | 2764-70728                | Curaplex&reg; Safety Lancet, 28 Gauge, Orange                                                | CURAPLEX BY BOUND TREE   | SL28G-2764-70728 | \$ 6.25      | 100/BX       |
| 213    | IV Supplies and Needles<br>Lancets, Unistix 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow              | 675-ATT1002               | Unistix 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box                                         | OWEN MUMFORD INC         | AT 1002          | \$ 17.25     | 100/BX       |
| 214    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism        | 1641-76618                | BD Eclipse Safety Needles, 18ga x 1 1/2Inch                                                  | BECTON DICKINSON         | 305766           | \$ 22.35     | 100/BX       |
| 215    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism          | 62305916                  | Safety Glide Hypodermic Needle, 25ga x 1inch                                                 | Becton Dickinson         | 305916           | \$ 0.40      | 1/EA         |
| 216    | IV Supplies and Needles<br>Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                      | 11297                     | Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2In, Deep Green Hub                      | EXEL INTERNATIONAL, INC. | 26107            | \$ 0.09      | 1/EA         |
| 217    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                        | 11278                     | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8In                                   | EXEL INTERNATIONAL, INC. | 26044            | \$ 0.10      | 1/EA         |
| 218    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                        | 30-260408X                | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2In                                   | EXEL INTERNATIONAL, INC. | 26040            | \$ 10.40     | 100/BX       |
| 219    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle     | 625779                    | Syringe, Detachable Eclipse Needle, 2.1ga x 1inch, 3cc                                       | BECTON DICKINSON         | 305779           | \$ 0.26      | 1/EA         |
| 220    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle     | C012350                   | Safety Glide Hypodermic Needle, 22ga x 1 1/2inch                                             | BECTON DICKINSON         | 305900           | \$ 15.90     | 50/BX        |
| 221    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 30CC                                                       | 1633-30430                | Syringe Only, Luer Lock, 30cc                                                                | B. BRAUN MEDICAL, INC    | 4617304F-02      | \$ 0.44      | 1/EA         |
| 222    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 60CC                                                       | 620300                    | Syringe (Only), Luer Lock w/cap, 50-60cc                                                     | EXEL INTERNATIONAL, INC. | 26300            | \$ 16.12     | 25/BX        |
| 223    | IV Supplies and Needles<br>Syringe, Luer Lock, 30-35cc                                                       | 1633-29030                | Syringe, Luer Lock w/cap, 30-35cc                                                            | EXEL INTERNATIONAL, INC. | 26290            | \$ 0.42      | 1/EA         |
| 224    | IV Supplies and Needles<br>Tourniquet (non latex) individual rolled                                          | 1841-14000                | Curaplex Tourniquet, Latex Free 1In x 18In, Rolled, Blue                                     | CURAPLEX BY BOUND TREE   | 1841-14000       | \$ 19.98     | 250/BG       |
| 225    | IV Supplies and Needles<br>VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                      | 353367                    | Interlink Vial Access Cannula, 15ga                                                          | BECTON DICKINSON         | 303367           | \$ 0.35      | 1/EA         |
| 226    | Lucas Supplies<br>4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15   | STRYKER                  | 11111-000020     | \$ 345.70    | 1/EA         |
| 227    | Lucas Supplies<br>6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                             | 2743-02211                | 6-Wire Precordial Leads for a 12-Lead ECG Cable                                              | STRYKER                  | 11111-000022     | \$ 131.25    | 1/EA         |
| 228    | Lucas Supplies<br>ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent           | 2745-10108                | Curaplex&reg; ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15 | CURAPLEX BY BOUND TREE   | LP12             | \$ 1.40      | 1/RL         |



Item List for City of Middleton  
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Bid No.: 2020-28

| Item # | City of Middleton Item Description | Bound Tree Medical Item # | Bound Tree Medical Description                                                                 | Vendor Name            | Vendor Item # | Quoted Price | Selling Unit |
|--------|------------------------------------|---------------------------|------------------------------------------------------------------------------------------------|------------------------|---------------|--------------|--------------|
| 246    | LP-15 and Lucas Supplies           | 4510-04676                | Lucas 2 Section Cuff, Disposable, 3/pack                                                       | STRYKER                | 11576-000046  | \$ 125.90    | 3/PK         |
| 247    | LP-15 and Lucas Supplies           | 2743-02406                | Masimo SET Rainbow Compatible Cable, 4 ft                                                      | MASIMO                 | 2406          | \$ 94.35     | 1/EA         |
| 248    | LP-15 and Lucas Supplies           | 2712-04971                | Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable | STRYKER                | 11171-000049  | \$ 557.75    | 1/EA         |
| 249    | Lucas Supplies                     | 2743-02069                | Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin)      | MASIMO                 | 2069          | \$ 779.00    | 1/EA         |
| 250    | Lucas Supplies                     | 2750-57711                | Mobile Battery Charger for the LifePak 15 LP15                                                 | STRYKER                | 11577-000011  | \$ 1,889.47  | 1/EA         |
| 251    | Lucas Supplies                     | 16384                     | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult                       | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 252    | Lucas Supplies                     | 16384                     | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult                       | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 253    | Lucas Supplies                     | 2615-63501                | UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting                           | SPACE LABS HEALTHCARE  | US2635HP-05   | \$ 13.28     | 1/EA         |
| 254    | Lucas Supplies                     | 2615-32003                | UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting                           | SPACE LABS HEALTHCARE  | US1320HP-05   | \$ 8.95      | 1/EA         |
| 255    | Lucas Supplies                     | 2615-81409                | UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting                           | SPACE LABS HEALTHCARE  | US0814HP-05   | \$ 7.95      | 1/EA         |
| 256    | Lucas Supplies                     | 2615-24212                | UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting                        | SPACE LABS HEALTHCARE  | US3242HP-05   | \$ 14.95     | 1/EA         |
| 257    | Lucas Supplies                     | 2615-82619                | UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting                        | SPACE LABS HEALTHCARE  | US1826HP-05   | \$ 10.35     | 1/EA         |
| 258    | Lucas Supplies                     | 2613-28148                | NIBP Hose, Bayonet Design, Coiled, 9 ft                                                        | STRYKER                | 21300-008148  | \$ 82.25     | 1/EA         |
| 259    | Lucas Supplies                     | 2746-11541                | REDI-CHARGE Battery Charger Base                                                               | STRYKER                | 11141-000115  | \$ 1,389.90  | 1/EA         |
| 260    | Lucas Supplies                     | 2712-04126                | Masimo SET UNCS Adult Adhesive Sensor, Disposable, Adult, Greater than 30kg                    | MASIMO                 | 1859          | \$ 12.92     | 1/EA         |
| 261    | Lucas Supplies                     | 2712-03911                | Masimo SET M-UNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable          | STRYKER                | 11171-000039  | \$ 13.90     | 1/EA         |
| 262    | Lucas Supplies                     | 2712-41171                | Masimo SET M-UNCS SpO2 Sensor, Adhesive, Disposable, Infant                                    | STRYKER                | 11171-000041  | \$ 18.18     | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Line # | City of Midlothian Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description                                         | Vendor Name                            | Vendor Item #  | Quoted Price | Set & Join |
|--------|-------------------------------------|---------------------------|-----------------------------------------------------------------------------|----------------------------------------|----------------|--------------|------------|
| 283    | Medications                         | 373304                    | CALCIUM CHLORIDE 1GM 10ML LUERJET                                           | IMS LIMITED                            | 7632933041     | \$ 110.15    | 10/BX      |
| 284    | Medications                         | 373304                    | Calcium Chloride 1gm, 10ml Luer Jet 10108                                   | IMS LIMITED<br>CERTA DOSE -            | 7632933041     | \$ 111.42    | 10/BX      |
| 285    | Medications                         | 00001-05                  | Certa Dose Epinephrine Convenience Kit                                      | SPECIALTY PHARM<br>SVC                 | CD-EPI-005     | \$ 96.75     | 1/EA       |
| 286    | Medications                         | 377515                    | DEXTROSE 50% 250ML, 50ML ANSYR SYRINGE 1013C                                | PFIZER INC.<br>(HOSPIRA)               | 0409751716     | \$ 108.70    | 10/BX      |
| 287    | Medications                         | 373301                    | DEXTROSE 50% 25GM, 50ML LUER JET 1013B                                      | IMS LIMITED                            | 7632933011     | \$ 151.70    | 10/PK      |
| 288    | Medications                         | 7520-20                   | Dextrose D10 250cc                                                          | B. BRAUN MEDICAL,<br>INC               | L5202          | \$ 2.72      | 1/EA       |
| 289    | Medications                         | 6013-10                   | Dilazem, 25mg, 5ml Vial *Refrigerate*                                       | Hikma<br>Pharmaceuticals USA<br>Inc    | 0641601310     | \$ 35.15     | 10/BX      |
| 290    | Medications                         | 1000200                   | DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL                             | HF Acquisition CO, LL<br>(HealthFirst) | 1000200        | \$ 4.35      | 1/EA       |
| 291    | Medications                         | 374921                    | Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                       | PFIZER INC.<br>(HOSPIRA)               | 0409492134     | \$ 61.15     | 10/BX      |
| 292    | Medications                         | 374921                    | Epinephrine 1:10000, 1mg, 10ml                                              | PFIZER INC.<br>(HOSPIRA)               | 0409492134     | \$ 61.15     | 10/BX      |
| 293    | Medications                         | 373316                    | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                               | IMS LIMITED<br>CARDINAL HEALTH<br>RX   | 7632933161     | \$ 95.75     | 10/PK      |
| 294    | Medications                         | 0159-25EA                 | Epinephrine 1:1000                                                          | PFIZER INC.<br>(HOSPIRA)               | 995914         | \$ 465.75    | 25/PK      |
| 295    | Medications                         | 379094                    | Fentanyl 100mcg/1ml vial                                                    | PFIZER INC.<br>(HOSPIRA)               | 0409909422     | \$ 32.80     | 25/BX      |
| 296    | Medications                         | 0593-03                   | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                           | OTHER<br>MANUFACTURER                  | 63323-0593-03  | \$ 147.50    | 1/EA       |
| 297    | Medications                         | 000002145001              | Glucagon, 1mg, 1ml vial, Emergency Kit, Red, 1 Vial                         | CARDINAL HEALTH-<br>PHARMA             | 2858090        | \$ 349.50    | 1/EA       |
| 298    | Medications                         | 662248                    | Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                      | UFE NUTRITION LLC                      | 6379           | \$ 3.55      | 3/PK       |
| 299    | Medications                         | UN7637                    | Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                           | UFE NUTRITION LLC<br>OTHER             | 7637           | \$ 3.55      | 3/PK       |
| 300    | Medications                         | 373474                    | Haloperidol, 5mg 1ml VIAL                                                   | MANUFACTURER<br>PFIZER INC.            | 437401 (25/PK) | \$ 187.70    | 25/PK      |
| 301    | Medications                         | AB2723-01C                | Heparin 5000u/1ml vial                                                      | PFIZER INC.<br>(HOSPIRA)               | 0409-2723-01   | \$ 34.90     | 25/BX      |
| 302    | Medications                         | 7620-03                   | Heparin pre-mixed 250 or 500cc bag                                          | NEPHRON<br>PHARMACEUTICALS<br>CORP     | 0409762003     | \$ 74.75     | 18/CS      |
| 303    | Medications                         | 379801                    | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML<br>INDIVIDUALLY WRAPPED              | PHARMACEUTICALS<br>CORP                | 9801-01        | \$ 5.90      | 30/BX      |
| 304    | Medications                         | 600-10                    | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc<br>Syringe, Sterile | AQUABIITI<br>BAXTER HEALTHCARE         | 270806         | \$ 0.33      | 1/EA       |
| 305    | Medications                         | 1921-16217                | IV Solution, Dextrose 10% 250ml Bag 36cm/cs Baxter                          | DMG                                    | 280162Q        | \$ 5.52      | 1/EA       |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item ID | City of Midlothian Item Description | Bound Tree Medical Item #       | Bound Tree Medical Item Description                                                                      | Vendor Name              | Vendor Item # | Quoted Price | Selling Unit |
|---------|-------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------|---------------|--------------|--------------|
| 330     | Medications                         | 376625                          | SODIUM BICARBONATE 8.4%                                                                                  | PFIZER INC.              | 0409662502    | \$ 280.00    | 25/BX        |
| 331     | Medications                         | 371035                          | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                                                              | IMS LIMITED              | 7632933521    | \$ 147.12    | 10/PK        |
| 332     | Medications                         | 376637                          | SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                         | PFIZER INC.              | 0409663734    | \$ 115.90    | 10/BX        |
| 333     | Medications                         | 0409-0047-22                    | Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                                                         | PFIZER INC.              | 0009-0047-22  | \$ 242.35    | 25/BX        |
| 334     | Medications                         | 9746-10EA                       | Terbutaline 1mg, 1ml Vial                                                                                | Huma Pharmaceuticals USA | 0143974610    | \$ 47.55     | 10/BX        |
| 335     | Medications                         | 0166-41                         | Tranexamic Acid 100mg/ml, 10ml vial                                                                      | CARDINAL HEALTH          | 5099510       | \$ 117.50    | 10/BX        |
| 336     | Medications                         | 0931-44                         | Vecuronium 10mg/10ml vial                                                                                | CARDINAL HEALTH          | 5058045       | \$ 91.15     | 10/BX        |
| 337     | SUCTION                             | 533-MS-YK20EA                   | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent | PHARMA                   | 8T-YK20       | \$ 1.04      | 1/EA         |
| 338     | SUCTION                             | 2212-11200                      | Curaplex Disposable Suction Canister, 1200cc or equivalent                                               | LAERDAL MEDICAL          | 484410        | \$ 2.48      | 1/EA         |
| 339     | SUCTION                             | 2743-80422                      | Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | LAERDAL MEDICAL          | 780422        | \$ 11.65     | 12/PK        |
| 340     | SUCTION                             | 1780020                         | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | CORP.                    | 78002001      | \$ 887.85    | 1/EA         |
| 341     | SUCTION                             | 1200ml                          | Medi-Vac Guardian Disposable Hard Suction Canister                                                       | CURAPLEX BY BOUND        | 484410        | \$ 2.48      | 1/EA         |
| 342     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb                                                  | TREE                     | 36090         | \$ 0.12      | 1/EA         |
| 343     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb                                                  | TREE                     | 36091         | \$ 0.12      | 1/EA         |
| 344     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb                                                 | TREE                     | 36092         | \$ 0.12      | 1/EA         |
| 345     | SUCTION                             | control port, sterile, disp, LF | Suction catheter, 12 Fr, coiled, w/whistle tip and thumb                                                 | TREE                     | 36093         | \$ 0.12      | 1/EA         |
| 346     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb                                                 | TREE                     | 36094         | \$ 0.12      | 1/EA         |
| 347     | SUCTION                             | control port, sterile, disp, LF | Suction catheter, 16 Fr, coiled, w/whistle tip and thumb                                                 | TREE                     | 36095         | \$ 0.12      | 1/EA         |
| 348     | SUCTION                             | control port, sterile, disp, LF | Suction catheter, 18 Fr, coiled, w/whistle tip and thumb                                                 | TREE                     | 36096         | \$ 0.12      | 1/EA         |
| 349     | STRETCHER                           |                                 | Curaplex Blanket, Fleece 60x90 blue                                                                      | CURAPLEX BY BOUND        | 36096         | \$ 0.12      | 1/EA         |
| 350     | SUPPLIES                            |                                 | Curaplex Blanket, Fleece 60x90 blue                                                                      | TREE                     | 17100MS       | \$ 3.50      | 1/EA         |
| 351     | STRETCHER                           |                                 | Curaplex Blanket, Polyester 40x80 1727                                                                   | CURAPLEX BY BOUND        | 3271-63802    | \$ 30.99     | 10/CS        |
| 352     | STRETCHER                           |                                 | Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                    | TREE                     | 3271-63802    | \$ 30.99     | 10/CS        |
| 353     | SUPPLIES                            |                                 | Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent                           | CURAPLEX BY BOUND        | 3246-12345    | \$ 15.25     | 1/EA         |
| 354     | STRETCHER                           |                                 | Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                             | TREE                     | 3271-62602    | \$ 45.50     | 30/CS        |
| 355     | STRETCHER                           |                                 | Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                           | CARE LINE INC.           | 089-7015      | \$ 2.40      | 1/EA         |
| 356     | SUPPLIES                            |                                 | Buckle, Loop Ends                                                                                        | DMS                      | 11152BK       | \$ 8.39      | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                        | Manufacturer                | Manufacturer P/N | Quoted Price | Selling Unit |
|--------|-------------------------------------|---------------------------|--------------------------------------------------------------------------------------------|-----------------------------|------------------|--------------|--------------|
| 383    | Various                             | 5000-68821                | Lumify L12-4 System                                                                        | PHILIPS MEDICAL SYSTEMS HSG | FUS6882          | \$ 5,119.00  | 1/EA         |
| 384    | Various                             | 5000-68840                | Lumify S4-1 Bundle                                                                         | PHILIPS MEDICAL SYSTEMS HSG | FUS6884          | \$ 5,119.00  | 1/EA         |
| 385    | Various                             | 5000-68811                | Lumify CS-2 Bundle                                                                         | PHILIPS MEDICAL SYSTEMS HSG | FUS6881          | \$ 5,119.00  | 1/EA         |
| 386    | Various                             | 1151200                   | MANIKIN FACE SHIELD 36/RL 68L/CS                                                           | LAERAL MEDICAL CORP         | 15120303         | \$ 10.96     | 36/RL        |
| 387    | Various                             | 444001                    | OB Kit, poly bagged with scalpel                                                           | CURAPLEX BY BOUND TREE      | 444001           | \$ 11.45     | 1/EA         |
| 388    | Various                             | 540104                    | Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | AMERICAN DIAGNOSTIC CORP.   | 804N             | \$ 35.00     | 1/EA         |
| 389    | Various                             | 2733-53175                | Probe Covers for SureTemp Thermometers 690, Disposable                                     | WELCH ALLYN, INC.           | 05031-750        | \$ 10.40     | 250/BX       |
| 390    | Various                             | 2320-14180                | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                       | PRECISION MEDICAL           | HA-U1C4-00180    | \$ 51.25     | 1/EA         |
| 391    | Various                             | 61511                     | Ring Cutter                                                                                | CURAPLEX BY BOUND TREE      | 47-373           | \$ 4.25      | 1/EA         |
| 392    | Various                             | 61512                     | Ring Cutter, Replacement blades Magnum Medical Ring                                        | CURAPLEX BY BOUND TREE      | 816              | \$ 1.60      | 1/EA         |
| 393    | Various                             | 400012                    | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                 | DYNAREX CORPORATION         | 4111             | \$ 0.45      | 1/EA         |
| 394    | Various                             | 1880-61810                | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pkg                                    | HEALTH CARE LOGISTICS       | 7618-10          | \$ 21.70     | 100/PK       |
| 395    | Various                             | 607112                    | Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                    | BAXTER HEALTHCARE           | 267112           | \$ 2.77      | 1/EA         |
| 396    | Various                             | 355001                    | Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                    | B. BRAUN MEDICAL, INC       | RS001-01         | \$ 1.84      | 1/EA         |
| 397    | Various                             | 2621-61922                | Stethoscope (Adscope-Lite 619 30 in length Red)                                            | AMERICAN DIAGNOSTIC CORP.   | 619BK            | \$ 19.55     | 1/EA         |
| 398    | Various                             | 2621-01115                | Stethoscope (disposable single head)                                                       | DUKAL CORP.                 | 1115             | \$ 10.70     | 10/BX        |
| 399    | Various                             | 670156-KIT                | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                               | CURAPLEX BY BOUND TREE      | 670156-KIT       | \$ 25.65     | 10/EA        |



# Bound Tree

Your Partner In EMS

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11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many of our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



# Bound Tree

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## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted



# Bound Tree

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## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.



## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.

STATE OF TEXAS           §  
                                          §  
COUNTIES OF  
ELLIS AND COLLIN       §

## **INTERLOCAL COOPERATION AGREEMENT**

This Agreement is by and among the City of Midlothian, Texas and the City of Anna, Texas, (collectively referred to as the “PARTIES” and individually referred to as a “party”) acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this AGREEMENT is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, the PARTIES desire to enter into a Cooperative Purchasing program which will allow each party to purchase goods and services from vendors under contracts made by one or more of the PARTIES herein pursuant to Subchapter F, Chapters 271 of the TEX. LOC. GOV'T CODE; and

**WHEREAS**, each party that purchases goods and services pursuant to this AGREEMENT shall pay for such goods and services from current revenues available to such party;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the PARTIES agree as follows:

### **ARTICLE I PURPOSES**

1. The purpose of this AGREEMENT is to establish a Cooperative Purchasing Program among the PARTIES which will allow each party to individually purchase goods and services from vendors under a contract made pursuant to this AGREEMENT. The purpose of this AGREEMENT is to allow individual PARTIES to purchase goods and services from current bids and/or contracts established by any party to this AGREEMENT. All bids and/or contracts established by any party to this AGREEMENT shall be awarded in compliance with the

procedure and requirements for competitive bidding and proposals in Chapter 252, Texas Local Government Code.

## **ARTICLE II WITHDRAWAL OF PARTY**

2. Any party may withdraw and terminate its participation under this AGREEMENT by providing thirty (30) days prior written notice to each of the other PARTIES. In the event of withdrawal of a party, this AGREEMENT shall continue in full force and effect so long as there are at least two or more PARTIES to this AGREEMENT.

## **ARTICLE III ADDITIONAL PARTIES**

3. Additional units of local government including counties, municipalities, special districts, school districts, junior colleges, regional planning commissions or other political subdivisions of the State may become a party to this AGREEMENT and thereby participate in the Cooperative Purchasing Program established herein by an appropriate amendment to this AGREEMENT approved by the governing body of each of the PARTIES.

## **ARTICLE IV TERMINATION**

4. This AGREEMENT may be terminated with the mutual written consent of all PARTIES.

## **ARTICLE V PURCHASING COMMITTEE**

5. It is hereby established a Purchasing Committee (the "COMMITTEE") consisting of the person responsible for the purchasing function for each party or other person designated by each party to act under the direction of, and on behalf of, that party in all matters relating to the Cooperative Purchasing Program established herein. The COMMITTEE may adopt rules and procedures for the conduct of its business in the furtherance of the Cooperative Purchasing Program.

6. The COMMITTEE on an annual or other basis as determined by the COMMITTEE from time to time shall determine the goods or services that are subject to the Cooperative Purchasing Program established herein.

7. The COMMITTEE shall develop terms and conditions to be incorporated in the advertisement for competitive bids and for contracts awarded pursuant to this Cooperative Purchasing Program including but not limited to the following:



- a. Each party to this AGREEMENT shall be entitled to individually purchase goods or services directly from the vendor by making payments directly to the vendor;
- b. Each party shall be entitled to individually order or request the goods and services separately and be separately invoiced by the vendor;
- c. Each party that purchases goods or services from a vendor shall be liable only for the goods or services ordered and received by such party;
- d. The purchase of goods or services from a vendor pursuant to a contract awarded under the Cooperative Purchasing Program does not create any joint or concurrent liability for any party that does not purchase such goods or services; and
- e. Any dispute or claim arising between or among the vendor and any party hereto which purchases goods or services from such vendor shall be the sole responsibility of and be resolved by that individual party and the vendor.

8. No party hereto shall be responsible for a vendor's compliance with the provisions relating to the quality of items and terms of delivery, such being the sole responsibility of the party (or PARTIES) purchasing goods or services directly from a vendor awarded a contract pursuant to this Cooperative Purchasing Program.

9. Nothing in this AGREEMENT shall prevent any party from advertising for and awarding contracts for goods or services separate and apart from this Cooperative Purchasing Agreement, nor shall any party be obligated to purchase goods or services from a contract awarded pursuant to this AGREEMENT.

10. Each party shall through their designated representative cooperate to provide a program for the purchase of goods and services commonly utilized by the PARTIES, and under such program may purchase goods or services from vendors under present and future contracts with any party hereto.

11. Each party will enter into individual contracts with the vendors under the Cooperative Purchasing Program provided under this AGREEMENT. Each party shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.

## **ARTICLE VI RELEASE AND INDEMNIFICATION**

12. To the extent permitted by law, each party hereto waives all claims against and releases the other PARTIES, their officials, officers, agents and employees in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees (including all expenses of litigation or settlement), or causes of action of any kind which may arise by reason of an injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of or in any way related to this AGREEMENT and/or the Cooperative Purchasing Program, including any acts or omissions of the PARTIES' respective officials, officers, agents or employees, relating to or arising out of the performance of this AGREEMENT, except when any such claim or demand arises or results from the intentional tort and/or gross negligence of any party hereto. In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall, to the extent permitted by law, indemnify and hold harmless the other PARTIES who are innocent of any intentional tort or gross negligence of and from all liability, claims, suits, demands, losses, damages and attorney's fees resulting from the intentional tort and/or gross negligence.

13. In the event of a claim or case which subjects the PARTIES to joint liability and which does not result or arise from the intentional tort and/or gross negligence of any party hereto, it is the agreement of the PARTIES that each shall be responsible for the payment of a pro rata share of any and all liability, claims, suits, demands, losses, damages and attorney's fees, including all costs of litigation or settlement, for which the PARTIES are jointly liable. For purposes of this paragraph, a pro rata share is computed by multiplying the total amount for which the PARTIES are jointly liable by a fraction consisting of one divided by the total number of PARTIES to this AGREEMENT. Under such circumstances, in no event shall any party hereto be liable for damages other than for said pro rata share.

14. It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this AGREEMENT, the PARTIES do not create any obligations, expressed or implied, other than those set forth herein, and this AGREEMENT should not create any rights in any parties not signatory hereto.

## **ARTICLE VII MISCELLANEOUS**

15. **Relationship of PARTIES:** This AGREEMENT is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

16. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return

Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

17. **Severability**: In the event any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

18. **Governing Law**: The validity of this AGREEMENT and any of its terms and provisions as well as the rights and duties of the PARTIES, shall be governed by the laws of the State of Texas.

19. **Entire Agreement**: This AGREEMENT represents the entire agreement among the PARTIES with respect to the subject matter covered by this AGREEMENT. There is no other collateral, oral or written agreement between the PARTIES that in any manner relates to the subject matter of this AGREEMENT.

20. **Recitals**: The recitals to this AGREEMENT are incorporated herein.

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

**EXECUTED** this 26 day of April, 2022.

CITY OF ANNA, TEXAS

By: \_\_\_\_\_  
CITY MANAGER

ATTEST:

By: \_\_\_\_\_  
CITY SECRETARY

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MIDLOTHIAN, TEXAS

By: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY SECRETARY

**CITY OF ANNA, TEXAS**

**RESOLUTION NO.**

*(Midlothian Interlocal Cooperation Agreement)*

**A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF MIDLOTHIAN FOR THE PURCHASE OF MEDICAL SUPPLIES.**

**WHEREAS**, the City of Anna, Texas (“the City”) is committed to principles of best financial practices that save time and money while adhering to state purchasing law; and

**WHEREAS**, the City of Anna, Texas City Council (“City Council”) has determined that it is in the interests of the citizens of Anna to participate as a member of the Midlothian Interlocal Cooperation Agreement Purchasing group; and

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

**Section 1. Recitals Incorporated.**

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

**Section 2. Interlocal Agreement Reviewed and Authorizes the City Manager to sign the Agreement.**

The City Council hereby approves the Agreement, attached hereto as EXHIBIT 1, incorporated herein for all purposes and authorizes the City Manager to execute same on behalf of the City.

**PASSED** by the City Council of the City of Anna, Texas, on this the 26th day of April, 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

\_\_\_\_\_  
Nate Pike, Mayor



Item No. 6.i.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Kimberly Winarski

**AGENDA ITEM:**

Approve a Memorandum of Understanding between the City of Anna and iChoosr, LLC on the promotion of the Texas Power Switch program. (Management Analyst Kimberly Winarski)

**SUMMARY:**

At the April 12, 2022 Council meeting, staff and the iChoosr held a workshop on the Texas Power Switch program that allows neighbors in deregulated areas to utilize group purchasing to lower their electricity bills. This MOU expresses a mutual understanding on the promotion of the program to Anna neighbors, allowing the use of the City's logo, and can be terminated within 60 days notice.

**FINANCIAL IMPACT:**

There is no financial impact to the City.

**STRATEGIC CONNECTIONS:**

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

**Goal 3: Anna – Great Place to Live**

**Goal 4: High Performing, Professional City**

**STAFF RECOMMENDATION:**

Staff recommends approval of this MOU.

**ATTACHMENTS:**

1. iChoosr Texas Power Switch MOU 2022-City of Anna
2. TPS Sample Letter Anna 2022

**APPROVALS:**

Kimberly Winarski, Management Analyst  
Jim Proce, City Manager

Created/Initiated - 4/21/2022  
Final Approval - 4/21/2022



# **MEMORANDUM OF UNDERSTANDING**

## **CITY OF ANNA and ICHOOSR, LLC**

This Memorandum Of Understanding (“MOU”) is by and between the City of Anna, Texas (the “CITY”), and iChoosr, LLC, a Delaware limited liability company (“ICHOOSR”) (each a “Party” or collectively the “Parties”) acting by and through their authorized representatives,

**WHEREAS**, ICHOOSR has a registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808, and is registered as a Class I aggregator under 16 Tex. Admin. Code § 25.111 at the Public Utility Commission of Texas under number #80419; and

**WHEREAS**, the Parties wish to enter into this MOU for the principal purpose of providing the residents of the City (“Residents”) with group purchasing power in the procurement of retail energy (electricity) services; and

**WHEREAS**, the Parties intend to offer Residents an opportunity to register and participate in the Texas Power Switch program (TPS program), whereupon ICHOOSR will arrange a competitive bidding process for retail energy suppliers in order to procure competitive electricity rates for participating Residents;

**NOW, THEREFORE**, the Parties’ set forth the following nonbinding expressions of general intent:

### **SECTION 1 - OBLIGATIONS OF THE PARTIES**

The Parties acknowledge that no contractual relationship is created between them by this MOU, but intend to work together in the true spirit of partnership to ensure that there is visible support and leadership of the TPS program and to demonstrate administrative and managerial commitment to TPS program by means of the following services.

### **SECTION 2 – COOPERATION & RESPONSIBILITIES**

The activities and services for the TPS program shall include, but not be limited to:

#### **A) ICHOOSR intends to:**

1. Organize and help CITY actively promote at least three (3) programs each calendar year within the CITY, via mutually agreed upon marketing and communications efforts as set out in the Program Communications Plan.
2. Organize three (3) programs per year which shall be made available to all city residents residing in a deregulated electric service territory.
3. Provide the CITY with webpages and hyperlinks to the Texas Power Switch website platform to facilitate registration, auction, and switching of residents.
4. Set out information for Residents within its website about the Program including the fact that participation is free and provides them with no obligation to accept any winning retail energy supplier’s offer, including Information pages and a Frequently Asked Questions section.
5. Subject to relevant electricity laws and regulations and other applicable law, arrange for a competitive bidding process for a retail energy contract of at least one year, with options for longer terms (e.g. 24- or 36- month contracts) depending on market stability to procure favorable longer term pricing for residents. ICHOOSR will decide on the type of supply contract.
6. Arrange for a solicitation for retail energy suppliers for the purpose of providing retail energy services to participating Participants, while not guaranteeing that the solicitation will result in a market-leading offer.
7. Provide Customer Service, inclusive of a toll-free phone number for the Program, and maintain a Texas based Customer Care Call Center for this program.

8. Upon request from CITY, provide reports detailing the number of participants in the TPS program and the number of people who have confirmed that they wish to switch to the prevailing retail energy supplier(s). Such reports to be electronically accessible to the CITY.
9. Provide the option to carry out surveys among Residents or any sample thereof that it selects in order to obtain Residents' views in connection with the Program.
10. Obtain the CITY's prior approval for all marketing communications before posting, publishing or distributing such communications.

B) the CITY intends to:

1. Host and actively promote at least two (2) Programs each calendar year with ICHOOSR, via mutually agreed marketing and communication efforts as established in the Program Communication Plan that will be drawn up during a one-on-one meeting between ICHOOSR and CITY representatives, and then shared during a kick-off meeting between the CITY and ICHOOSR.
2. Organize a kick-off meeting, and when necessary follow-up meetings or calls, with ICHOOSR at the CITY's premises, where CITY staff that have a role in the Program will attend.
3. Promote the TPS program prominently on the CITY's website throughout the term of the TPS program.
4. Allow ICHOOSR to utilize the city logo / emblem for the sole purpose of promoting the program to CITY residents. All uses of the city logo / emblem must be pre-approved by the CITY in writing.
5. Include information regarding the TPS program in any CITY newsletters and/or bill inserts that are sent to residents.
6. Send one (1) email to city residents per 4-month program period, making residents aware of the TPS program, and the potential benefits that they might receive by registering for the program.
7. Include information regarding the TPS program on the CITY's web page, briefly explaining the TPS program and providing a hyperlink to the CITY's registration pages on the Texas Power Switch platform, by using unique URL's which will be provided to the CITY by ICHOOSR for tracking purposes.
8. Obtain ICHOOSR's prior approval for all marketing and other communications before posting, publishing, transmitting or distributing such TPS program communications in any way.
9. Not during the term of a Residential Customer Agreement, without the prior written consent of ICHOOSR, directly contact by email, letter or telephone anyone who has entered into a Residential Customer Agreement with the prevailing retail energy supplier in an attempt to persuade that person to switch their electricity services to an alternative supplier.

### **SECTION 3 - RESOURCES**

CITY shall provide one (1) or two (2) point(s) of contact to ICHOOSR, so that ICHOOSR may work with point(s) of contact to promote the program. CITY effort is estimated to be no more than eight (8) hours every 4 months, or a total of twenty-four (24) hours per calendar year.

ICHOOSR shall provide all other resources including the website, social media content, any brochures, Customer Care Center with a 1-800 contact number for questions about program, and dedicated resource staff to support the program for the CITY.

### **SECTION 4 - LIABILITY**

No liability will arise or be assumed between either Party as a result of this MOU.

### **SECTION 5 - LENGTH OF MOU**

The arrangements made by the parties of this MOU shall remain in effect from 04-26-2022 (“Effective Date”) for a period of three (3) years, at which time the MOU will automatically renew annually on the contract effective date.

#### **SECTION 6 - TERMINATION**

Either party may terminate this MOU for any reason with 60-days advance written notice.

#### **SECTION 7 - UNDERSTANDING**

It is mutually intended by both Parties of this MOU to use reasonable efforts to achieve the following:

1. Each Party will work together in a coordinated fashion for the fulfillment and success of the TPS program.
2. In no way does this MOU restrict either Party from participating in similar agreement with other Public or Private agencies, organizations, and individuals.
3. To the extent possible, each Party will participate in the development and success of the program.
4. Nothing in this MOU shall obligate either Party to the transfer of any funds. Both parties mutually agree that there is no financial arrangement between ICHOOSR and CITY and further mutually agree that the CITY shall incur no costs or other financial obligation as a result of this MOU.
5. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
6. This MOU is effective upon signature and date from both Parties.

#### **SECTION 8 - SUPPORT OF THE GOALS, RESPONSIBILITIES, AND OBJECTIVES**

The MOU has been signed by authorized representatives of ICHOOSR and CITY. This MOU shall be effective as of the date first written above.

iChoosr LLC

City of Anna

JP HARPER

Name

JIM PROCE

Name

Vice President

Title

Title

Signature

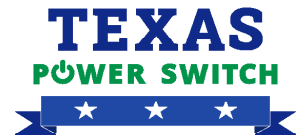
Signature

Date

Date



CITY OF ANNA  
111 N Powell Pkwy  
Anna, TX 75409



Dear Resident,

If you live in the Oncor service territory and have a choice in where you purchase your electricity, it is important to be aware of your personal contract terms and regularly shop around. If you don't actively renew your contract, you will transition to a month-to-month plan that provides no price protection, with rates that can increase every month. \*Please note, Grayson-Collin Electric Cooperative customers are NOT eligible to participate in this program.

We are writing to let you know about a **free and voluntary program** that makes it easy to secure competitive rates and reduce your energy bills with very little effort.

#### **What is the Texas Power Switch?**

The Texas Power Switch is a group energy switching program that uses the collective bargaining power of residents to negotiate lower rates from providers through a bidding process. Electricity providers compete against each other with their best rates and the provider who offers the lowest rates wins.

There is **no cost to the residents or the City of Anna** to participate in the program, **nor does the City receive any compensation** to make our residents aware that this resource exists.

People who accepted a 3-year offer in the last program are expected to **save an average of \$924**.

#### **How it works:**

1. Register online by May 17 – it only takes 5 minutes and it's free to participate. You're simply signing up to find out if you can get a lower rate.
2. Providers compete for the group's business with their best rates and the provider who offers the lowest rate wins.
3. You will receive a personalized offer and then you decide if the new rate works for you – there is no obligation to switch. The decision deadline is June 22, but you can schedule your switch to occur any time before September 28.

If you are interested in learning more or signing up, visit **[www.texaspowerswitch.com](http://www.texaspowerswitch.com)** or scan the QR code above. You can also RSVP at **<https://bit.ly/PowerSwitchWebinars>** for one of several informational webinars.

If you have any questions, email [energy@texaspowerswitch.com](mailto:energy@texaspowerswitch.com) or call 888-376-2077.

Respectfully,

The City of Anna

**Para obtener más información en español, visite [texaspowerswitch.com/texas/es](http://texaspowerswitch.com/texas/es)**

Households served by utility cooperatives are not eligible to participate.



Item No. 7.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact:

**AGENDA ITEM:**

**Items For Individual Consideration.**

**SUMMARY:**

**FINANCIAL IMPACT:**

**STRATEGIC CONNECTIONS:**

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

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

**APPROVALS:**

Karen Avery, Deputy City Secretary  
Jim Proce, City Manager

Created/Initiated - 4/20/2022  
Final Approval - 4/20/2022



Item No. 7.a.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend existing multiple-family residence development standards on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive. (Director of Development Services Ross Altobelli)

**SUMMARY:**

The use of multiple-family residences is currently permitted by-right on the property however the existing Planned Development design standards were specific to a multifamily layout that was considered when the initial zoning request was approved in 2014. The applicant is requesting to amend the existing multiple-family zoning standards in order to allow for a layout that would support single-story, one- and two-bedroom unit buildings.

**Proposed Planned Development Stipulations**

The requested zoning is PD-MF-2. This Planned Development is to allow for multiple-family residence development constructed with single-story, one- and two-bedroom unit buildings.

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

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

The applicant is proposing:

- ☐ 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
- ☐ 50% of required parking must be covered (Garage or Carport)
- ☐ Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.



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

The applicant is requesting to allow

☐ An 8' masonry fence within the front yard setback but no closer than 20 feet of an abutting public street right-of-way;

☐ Minimum 6' iron fencing along the eastern property line which is city-owned land; and

Fences for individual units within the front yard setback adjacent to Throckmorton Boulevard

Refuse Facilities – The Zoning Ordinance requires every dwelling unit in a multifamily complex to be located within 250 feet of a refuse facility

☐ The applicant is requesting to increase that distance to 500 feet.

#### **FINANCIAL IMPACT:**

N/A

#### **STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

#### **STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommended approval.

#### **ATTACHMENTS:**

1. Anna Town Center Locator Map
2. Ordinance - Anna Town Center, BL A, Lt 5 (PD-MF-2)
3. Exhibit A - Ord. (Legal Description Anna Town Center, BL A, Lt 5R)
4. Exhibit B - Ord. (Concept Plan - Anna Town Center, BL A, Lt 5R)
5. PZ - STAFF REPORT (Zoning) - Anna Town Center, BL A, Lt 5R

#### **APPROVALS:**

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

Created/Initiated - 4/19/2022  
Final Approval - 4/20/2022





# Zoning - Anna Town Center, Block A, Lot 5R





**CITY OF ANNA, TEXAS**  
**(Property zoned under this ordinance is generally located on the east side of**  
**Throckmorton Boulevard, 38± feet south of Hackberry Drive)**

**ORDINANCE NO. \_\_\_\_\_**

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

**WHEREAS**, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

**WHEREAS**, the City has received a requested zoning amendment from Brian Bischoff / Q Seminole Anna Town Center, LP on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

**WHEREAS**, said Property generally located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive was zoned by Ordinance No. 648-2014; and

**WHEREAS**, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

**Section 1. Recitals Incorporated**

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

**Section 2. Zoning Change**

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property described in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2.

**1. Purpose.**

The purpose of this Planned Development District is to facilitate the development of a high-quality Multiple-Family Residences project.

## **2. Definitions.**

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

## **3. Development Standards.**

Development of the Property shall comply with the following development standards provided below. The site may be developed under:

### **Development Scenario A**

Shall comply with Ordinance No. 648-2014 with the C-2/MF use for the subject site; or,

### **Development Scenario B**

Shall comply with the City of Anna Zoning Ordinance utilizing "MF-2" Multiple-Family Residential – High Density base zoning with the concept plan and variances listed below.

1. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
  - a. Rear yard setback: 20 feet
  - b. Lot Depth: Average 120 feet
  - c. A building separation of ten (10) feet shall be provided between HML structures. Separation between accessory structures (garages & covered parking structures) shall be a minimum of 8 feet (face of building to face of building, not including eaves).
  - d. Parking:
    - i. 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
    - ii. Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.
    - iii. 50% of required parking must be covered (Garage or Carport)

e. Screening/Fencing:

- i. An 8' masonry fence may be constructed along the property line and within front yard setback but shall be located no closer than 20 feet to an abutting public street right-of-way.
- ii. Minimum 6' Iron fencing is permitted along the eastern property line.
- iii. Fences for individual units are permitted within the front yard setback adjacent to Throckmorton Boulevard but shall be located no closer than 20 feet to the abutting public street right-of-way.

f. Refuse facilities: Every dwelling unit shall be located within five hundred (500) feet of a refuse facility.

2. Tree Preservation Plan - Tree Survey:

The developer may elect to provide a tree inventory utilizing a sampling method for the site. The sampling may be 10% of the overall forested area. The sampling method will utilize 1/10th acre, circular plots, distributed across the forested areas, where trees are measured and recorded per the city tree preservation ordinance.

3. In the event of a conflict for between the provisions of these regulations and other exhibits to this ordinance, the provisions above control.

### Section 3. **Official Zoning Map**

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

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

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



provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

**Section 5.     Penalty**

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

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

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

**PASSED** by the City Council of the City of Anna, Texas this 26th day of April 2022.

ATTESTED:

APPROVED:

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Carrie L. Land, City Secretary

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Nate Pike, Mayor

**Exhibit A**  
**Legal Description of Property**

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

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

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

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

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

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

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

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 334.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 285.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 00°34'48" East, a distance of 905.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a tangent curve to the right with a radius of 335.00 feet, a central angle of 46°57'45", and a chord bearing and distance of North 24°03'40" East, 266.96 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 274.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 47°32'33" East, a distance of 81.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 47°03'45", and a chord bearing and distance of North 24°00'40" East, 315.41 feet;

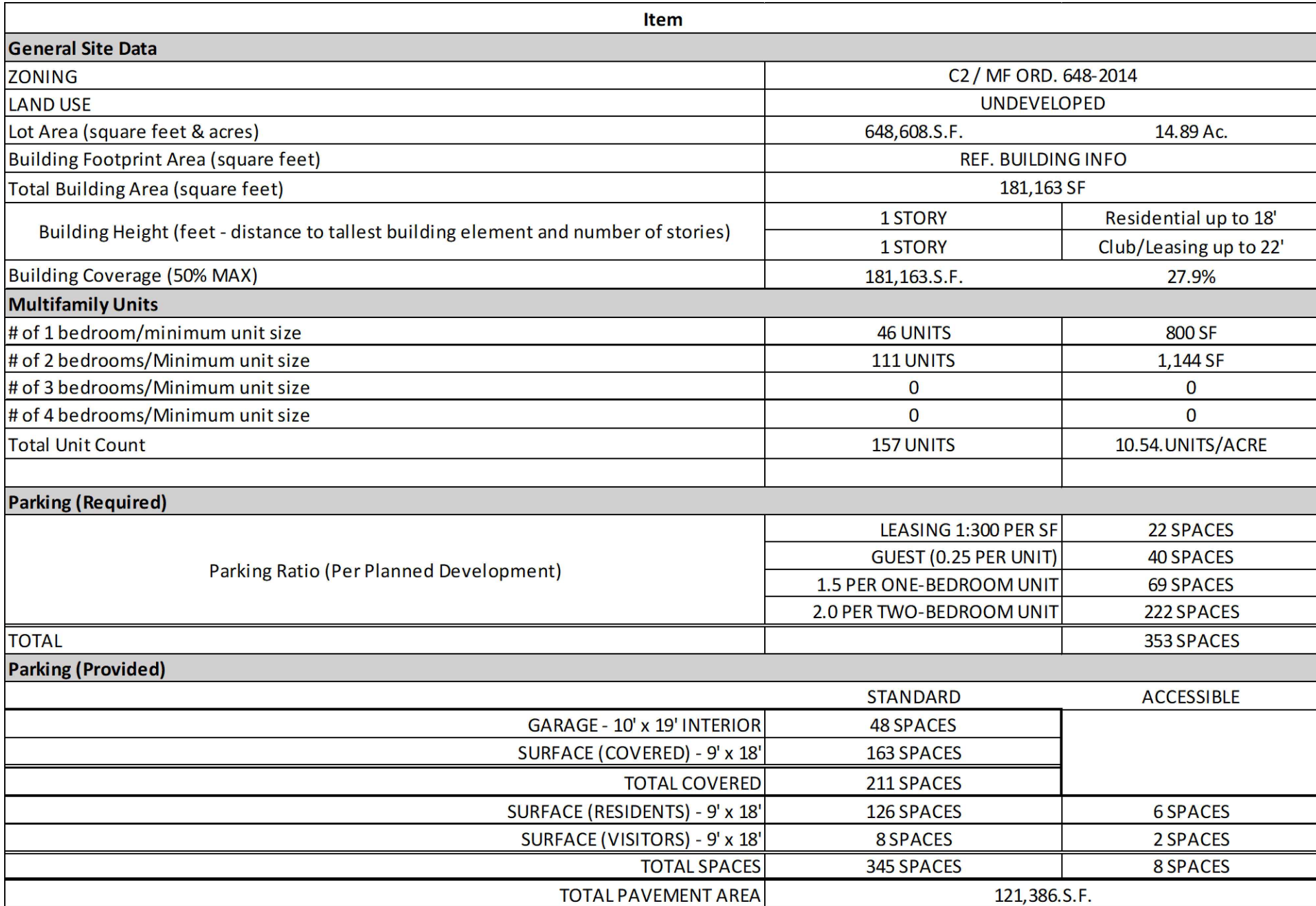
In a northerly direction, with said tangent curve to the left, an arc distance of 324.45 feet to a point for corner; to the **POINT OF BEGINNING** and containing 14.894 acres (648,794 square feet) of land, more or less.



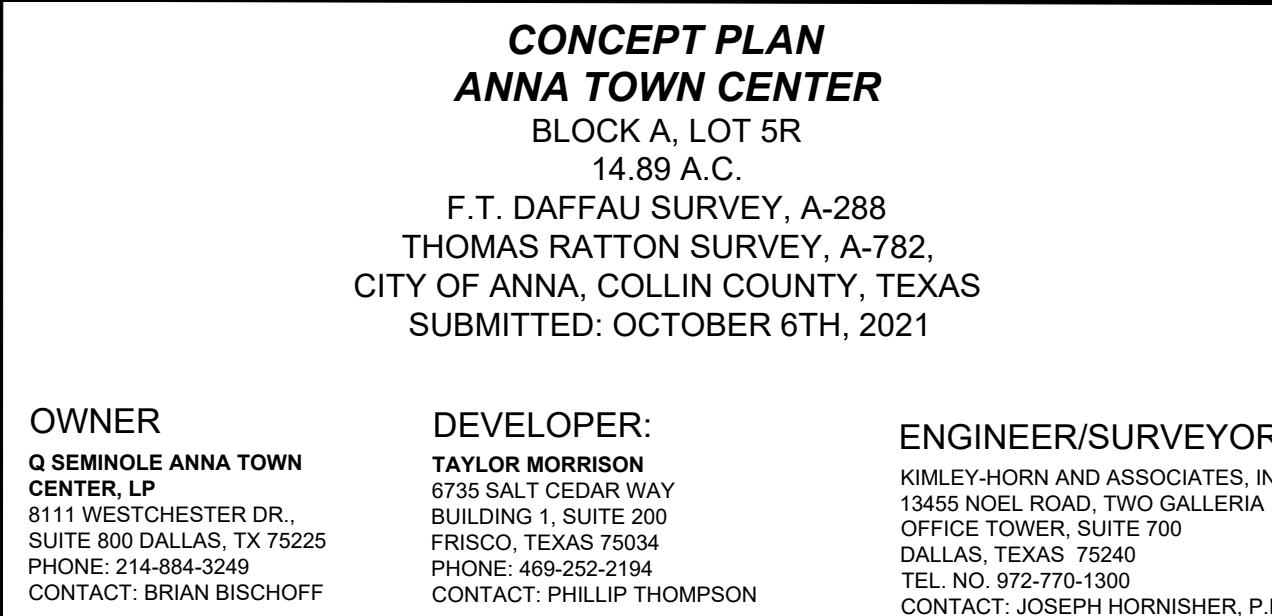
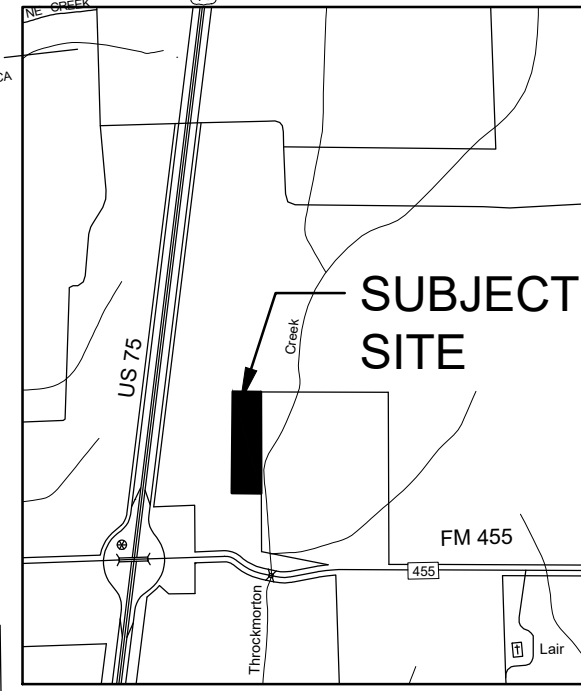
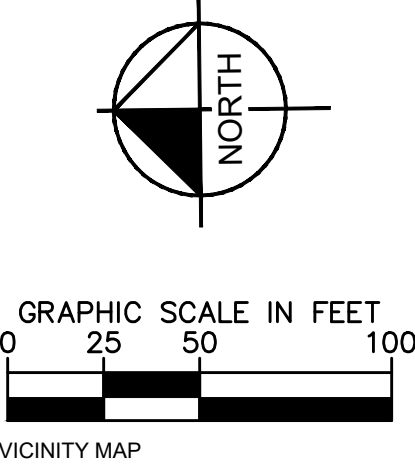
## STANDARD 1 - BEDROOM STANDARD 2 - BEDROOM



The diagram shows a large rectangle divided into four equal smaller rectangles by a vertical line and a horizontal line. The overall width is labeled as 45.0' and the overall height is labeled as 20.0'. The width of each of the four sections is labeled as 11.25', and the height of each section is labeled as 5.0'.



| WATER METER SCHEDULE                         |   |
|----------------------------------------------|---|
| WATER METER                                  | 1 |
| PROPOSED NUMBER OF METERS -<br>1.5" DOMESTIC | 8 |
| PROPOSED NUMBER OF METERS -<br>1" IRRIGATION | 1 |





CITY OF ANNA

PLANNING & ZONING COMMISSION

April 4, 2022

**Public Hearing:** Zoning – Anna Town Center, Block A, Lot 5R

**Applicant:** Brian Bischoff / Q Seminole Anna Town Center, LP

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**DESCRIPTION:**

Request to amend existing multiple-family residence development standards on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive. Zoned Planned Development (Ord. No. 648-2014).

**REMARKS:**

The use of multiple-family residences is currently permitted by-right on the property however the existing Planned Development design standards were specific to a multifamily layout that was considered when the initial zoning request was approved in 2014. The applicant is requesting to amend the existing multiple-family zoning standards in order to allow for a layout that would support single-story, one- and two-bedroom unit buildings.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

**Surrounding Land Uses and Zoning**

|       |                                                                                                                                                                                                           |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| North | Undeveloped land zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 506-2010 and municipal property (water tower) zoned Planned Development-General Commercial (PD-C-2) Ord. No. 648-2014. |
| East  | Undeveloped land zoned Planned Development-Restricted Commercial (PD-C-1) Ord. No. 506-2010 and undeveloped park land zoned Planned Development-Residential (PD-R-1) Ord. No. 2001-10.                    |
| South | Undeveloped land zoned Planned Development-General Commercial (PD-C-2) Ord. No. 648-2014.                                                                                                                 |
| West  | Undeveloped land zoned Planned Development-General Commercial (PD-C-2) Ord. No. 648-2014.                                                                                                                 |

## **Proposed Planned Development Stipulations**

The requested zoning is PD-MF-2. This Planned Development is to allow for multiple-family residence development constructed with single-story, one- and two-bedroom unit buildings.

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

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

The applicant is proposing:

- 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
- 50% of required parking must be covered (Garage or Carport)
- Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.

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

The applicant is requesting to allow

- An 8' masonry fence within the front yard setback but no closer than 20 feet of an abutting public street right-of-way;
- Minimum 6' iron fencing along the eastern property line which is city-owned land; and

Fences for individual units within the front yard setback adjacent to Throckmorton Boulevard

Refuse Facilities – The Zoning Ordinance requires every dwelling unit in a multifamily complex to be located within 250 feet of a refuse facility

- The applicant is requesting to increase that distance to 500 feet.

## **SUMMARY:**



Request to amend existing multiple-family residence development standards on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive. The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan and Comprehensive Plan. The multiple-family residence land use is currently allowed by-right on the property.

## **RECOMMENDATION:**

Below are recommended restrictions if the Commission votes in favor of the request:

Restrictions:

Development of the Property shall comply with the following development standards provided below. The site may be developed under:

### **Development Scenario A**

Shall comply with Ordinance No. 648-2014 with the C-2/MF use for the subject site; or,

### **Development Scenario B**

Shall comply with the City of Anna Zoning Ordinance utilizing “MF-2” Multiple-Family Residential – High Density base zoning with the concept plan and variances listed below.

1. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
  - a. Rear yard setback: 20 feet
  - b. Lot Depth: Average 120 feet
  - c. A building separation of ten (10) feet shall be provided between HML structures. Separation between accessory structures (garages & covered parking structures) shall be a minimum of 8 feet (face of building to face of building, not including eaves).
  - d. Parking:
    - i. 1.5 parking spaces per one bedroom unit and 2 parking spaces per two-bedroom unit.
    - ii. Detached covered parking may be constructed of steel and shall be integrated into the overall site design so as to blend with the main buildings of the HML development.

- iii. 50% of required parking must be covered (Garage or Carport)
- e. Screening/Fencing:
  - i. An 8' masonry fence may be constructed along the property line and within front yard setback but shall be located no closer than 20 feet to an abutting public street right-of-way.
  - ii. Minimum 6' Iron fencing is permitted along the eastern property line.
  - iii. Fences for individual units are permitted within the front yard setback adjacent to Throckmorton Boulevard but shall be located no closer than 20 feet to the abutting public street right-of-way.
- f. Refuse facilities: Every dwelling unit shall be located within five hundred (500) feet of a refuse facility.

2. Tree Preservation Plan - Tree Survey:

The developer may elect to provide a tree inventory utilizing a sampling method for the site. The sampling may be 10% of the overall forested area. The sampling method will utilize 1/10th acre, circular plots, distributed across the forested areas, where trees are measured and recorded per the city tree preservation ordinance.

3. In the event of a conflict for between the provisions of these regulations and other exhibits to this ordinance, the provisions above control.



Item No. 7.b.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Concept Plan. (Director of Development Services Ross Altobelli).

**SUMMARY:**

Multiple-Family Residences on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive.

This concept plan is associated with the zoning request to allow a multiple-family residential development with modified development standards and is contingent upon approval of that request.

The purpose for the concept plan is to show the future multiple-family residential development and related site improvements.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Concept Plan subject to City Council approval of the zoning request.

**ATTACHMENTS:**

1. Resolution - CP (Anna Town Center, Bl A, Lt 5R)
2. Exhibit A - CP (Anna Town Center, Bl A, Lt 5R)

**APPROVALS:**

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

Created/Initiated - 4/19/2022  
Final Approval - 4/20/2022



**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, CONCEPT PLAN**

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

**WHEREAS**, Brian Bischoff / Q Seminole Anna Town Center, LP, has submitted an application for the approval of the Concept Plan for Anna Town Center, Block A, Lot 5R; and

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

**Section 1. Recitals Incorporated.**

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

**Section 2. Approval of Revised Concept Plan**

The City Council hereby approves the Concept Plan for Anna Town Center, Block A, Lot 5R attached hereto as Exhibit A.

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas, on this 26th day of April, 2022.

ATTEST:

APPROVED:

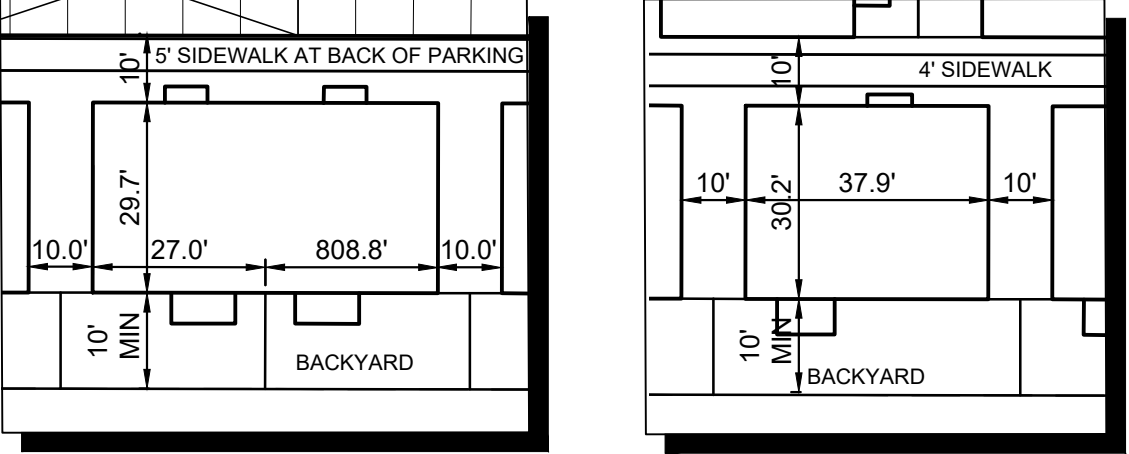
\_\_\_\_\_  
City Secretary, Carrie L. Land

\_\_\_\_\_  
Mayor, Nate Pike



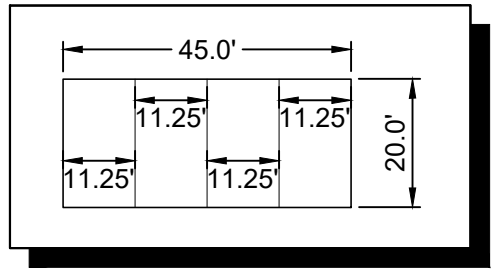
EXHIBIT A

STANDARD 1 - BEDROOM STANDARD 2 - BEDROOM



| City of Anna BTR Open Space Analysis |             |               |                       |  |
|--------------------------------------|-------------|---------------|-----------------------|--|
| Required                             |             |               |                       |  |
| Type                                 | Requirement | # of          | Total                 |  |
| 1 Bedroom                            | 600 S.F.    | 46 UNITS      | 27,600 S.F.           |  |
| 2 Bedroom                            | 900 S.F.    | 111 UNITS     | 99,900 S.F.           |  |
| Total                                |             |               | 127,500 S.F.          |  |
| Provided                             |             |               |                       |  |
| Type                                 | Actual Area | Modified Area | % of Total Open Space |  |
| Amenitized Area - Dog Park           | 3500 S.F.   | 10500 S.F.    | 16.9%                 |  |
| Amenitized Area - Pool Area          | 8500 S.F.   | 25500 S.F.    | 3.1%                  |  |
| Clubhouse                            | 6500 S.F.   |               | 35.2%                 |  |
| Private Yards                        | 75000 S.F.  |               | 15.1%                 |  |
| Linear Walkways                      | 11700 S.F.  |               | 30%                   |  |
| Pocket Courtyards                    | 20400 S.F.  |               | 33%                   |  |
| Rear Setback/Landscape Easement      | 63500 S.F.  |               |                       |  |
| Total                                | 213100 S.F. |               |                       |  |

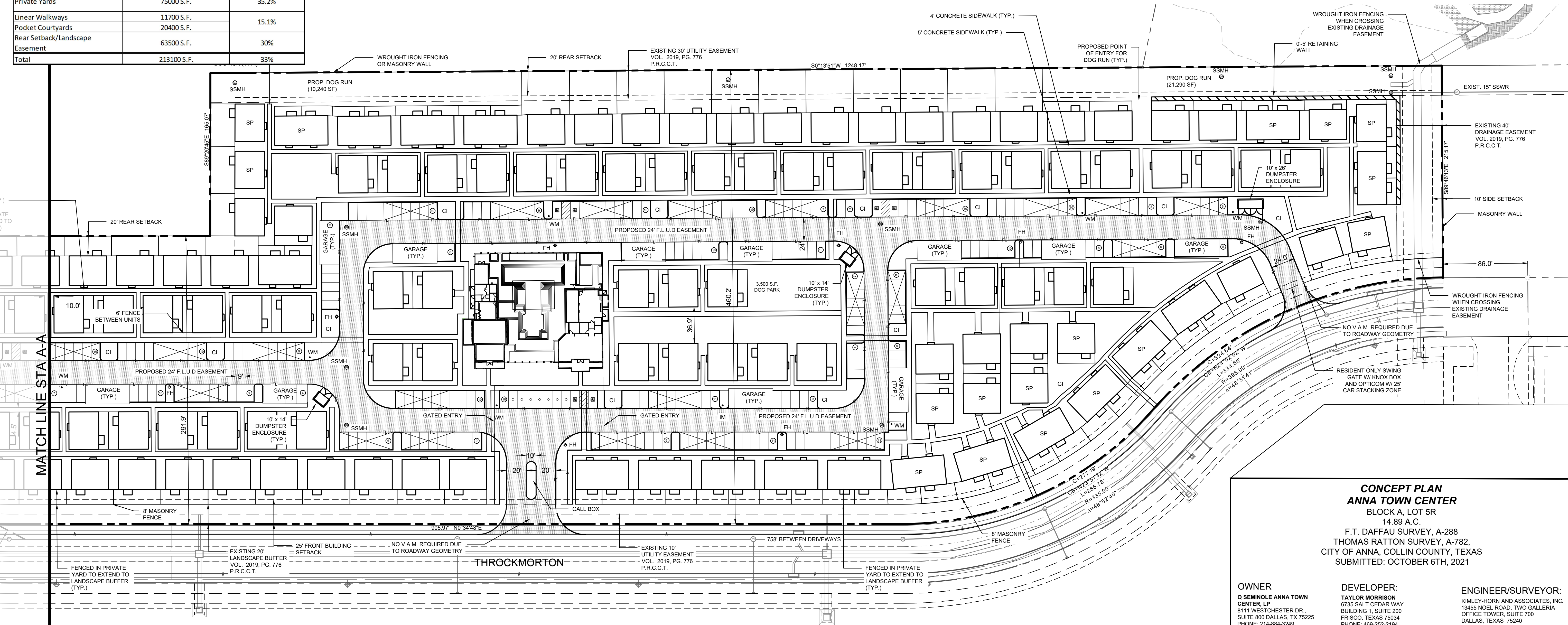
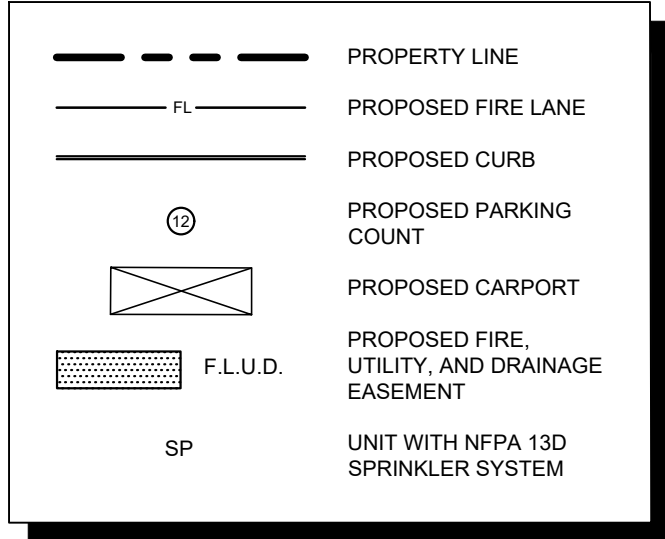
STANDARD GARAGE



| Item                                                                                       |                        |                  |
|--------------------------------------------------------------------------------------------|------------------------|------------------|
| <b>General Site Data</b>                                                                   |                        |                  |
| ZONING                                                                                     | C2 / MF ORD. 648-2014  |                  |
| LAND USE                                                                                   | UNDEVELOPED            |                  |
| Lot Area (square feet & acres)                                                             | 648,608 S.F.           | 14.89 Ac.        |
| Building Footprint Area (square feet)                                                      | REF. BUILDING INFO     |                  |
| Total Building Area (square feet)                                                          | 181,163 SF             |                  |
| <b>Building Height (feet - distance to tallest building element and number of stories)</b> |                        |                  |
| 1 STORY                                                                                    | Residential up to 18'  |                  |
| 1 STORY                                                                                    | Club/Leasing up to 22' |                  |
| <b>Building Coverage (50% MAX)</b>                                                         |                        |                  |
| 181,163 S.F.                                                                               | 27.9%                  |                  |
| <b>Multifamily Units</b>                                                                   |                        |                  |
| # of 1 bedroom/minimum unit size                                                           | 46 UNITS               | 800 SF           |
| # of 2 bedrooms/Minimum unit size                                                          | 111 UNITS              | 1,144 SF         |
| # of 3 bedrooms/Minimum unit size                                                          | 0                      | 0                |
| # of 4 bedrooms/Minimum unit size                                                          | 0                      | 0                |
| Total Unit Count                                                                           | 157 UNITS              | 10.54 UNITS/ACRE |
| <b>Parking (Required)</b>                                                                  |                        |                  |
| <b>Parking Ratio (Per Planned Development)</b>                                             |                        |                  |
| LEASING 1:300 PER SF                                                                       | 22 SPACES              |                  |
| GUEST (0.25 PER UNIT)                                                                      | 40 SPACES              |                  |
| 1.5 PER ONE-BEDROOM UNIT                                                                   | 69 SPACES              |                  |
| 2.0 PER TWO-BEDROOM UNIT                                                                   | 222 SPACES             |                  |
| TOTAL                                                                                      | 353 SPACES             |                  |
| <b>Parking (Provided)</b>                                                                  |                        |                  |
| <b>STANDARD</b>                                                                            |                        |                  |
| GARAGE - 10' x 19' INTERIOR                                                                | 48 SPACES              |                  |
| SURFACE (COVERED) - 9' x 18'                                                               | 163 SPACES             |                  |
| TOTAL COVERED                                                                              | 211 SPACES             |                  |
| SURFACE (RESIDENTS) - 9' x 18'                                                             | 126 SPACES             | 6 SPACES         |
| SURFACE (VISITORS) - 9' x 18'                                                              | 8 SPACES               | 2 SPACES         |
| TOTAL SPACES                                                                               | 345 SPACES             | 8 SPACES         |
| TOTAL PAVEMENT AREA                                                                        | 121,386 S.F.           |                  |
| <b>ACCESSIBLE</b>                                                                          |                        |                  |

| BUILDING INFORMATION PER CONCEPT PLAN |                  |           |                    |         |            |
|---------------------------------------|------------------|-----------|--------------------|---------|------------|
| BUILDING TYPE                         | DESCRIPTION      | BLDGS     | UNITS              | % TOTAL | BLDG S.F.  |
|                                       | LEASING          | 1 BLDGS   |                    |         | 6,579 SF   |
|                                       | GARAGE           | 12 BLDGS  |                    |         | 900 SF     |
| 1 BR                                  | ONE-BEDROOM UNIT | 23 BLDGS  | 46 UNITS (29.30%)  |         | 1,600 SF   |
| 2 BR                                  | TWO-BEDROOM UNIT | 111 BLDGS | 111 UNITS (70.70%) |         | 1,144 SF   |
| TOTAL                                 |                  | 146 BLDGS | 157 UNITS          |         | 181,163 SF |

| WATER METER SCHEDULE                      |   |
|-------------------------------------------|---|
| WATER METER                               | 8 |
| PROPOSED NUMBER OF METERS - 1.5" DOMESTIC |   |
| PROPOSED NUMBER OF METERS - 1" IRRIGATION | 1 |



**CONCEPT PLAN**  
**ANNA TOWN CENTER**  
BLOCK A, LOT 5R  
14.89 A.C.  
F.T. DAFFAU SURVEY, A-288  
THOMAS RATTON SURVEY, A-782,  
CITY OF ANNA, COLLIN COUNTY, TEXAS  
SUBMITTED: OCTOBER 6TH, 2021

**OWNER**  
Q SEMINOLE ANNA TOWN  
CENTER, LP  
8111 WESTCHESTER DR.,  
SUITE 800 DALLAS, TX 75225  
PHONE: 214-884-3249  
CONTACT: BRIAN BISCHOFF

**DEVELOPER:**  
TAYLOR MORRISON  
6735 SALT CEDAR WAY  
BUILDING 1, SUITE 200  
FRISCO, TEXAS 75034  
PHONE: 469-252-2194  
CONTACT: PHILLIP THOMPSON

**ENGINEER/SURVEYOR:**  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, TWO GALLERIA  
OFFICE TOWER, SUITE 700  
DALLAS, TEXAS 75240  
TEL. NO. 972-770-1300  
CONTACT: JOSEPH HORNISHER, P.E.

**Kimley»Horn**  
13455 NOEL RD. TWO GALLERIA OFFICE TOWER  
SUITE 700 DALLAS, TX 75240  
PHONE: 972-770-1300 FAX: 972-235-3820  
WWW.KIMLEY-HORN.COM TX F-928  
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.

THE SITE PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

KHA PROJECT 012345678  
DATE 12/1/2021  
SCALE AS SHOWN  
DESIGNED BY DGG  
DRAWN BY DGG  
CHECKED BY TCM

ANNA BTR  
PREPARED FOR  
TAYLOR MORRISON  
CITY OF ANNA, TEXAS

CONCEPT PLAN

SHEET NUMBER  
C-101

REVISIONS  
No. DATE BY

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Item No. 7.c.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Preliminary Replat. (Director of Development Services Ross Altobelli)

**SUMMARY:**

Multiple-Family Residences on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive.

This preliminary replat is associated with the zoning case and is contingent upon approval of the zoning case.

The purpose for the preliminary replat is to propose easements necessary for the development of multiple-family residences.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

The Preliminary Replat is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Preliminary Replat subject to City Council approval of the zoning request.

**ATTACHMENTS:**

1. RESOLUTION - (PR) Anna Town Center, Bl A, Lt 5R
2. Exhibit A - Anna Town Center Preliminary Replat

**APPROVALS:**

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

Created/Initiated - 4/19/2022  
Final Approval - 4/20/2022



**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, PRELIMINARY REPLAT.**

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

**WHEREAS**, Brian Bischoff / Q Seminole Anna Town Center, LP, has submitted an application for approval of a Preliminary Replat of Anna Town Center, Block A, Lot 5R;

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Final Plat**

The City Council hereby approves the Preliminary Replat of Anna Town Center, Block A, Lot 5R hereto as Exhibit A.

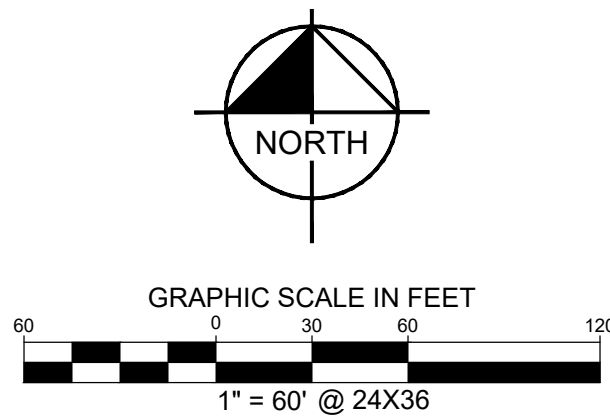
**PASSED AND APPROVED** by the City Council of the City of Anna, Texas, on this 26th day of April, 2022.

ATTEST:

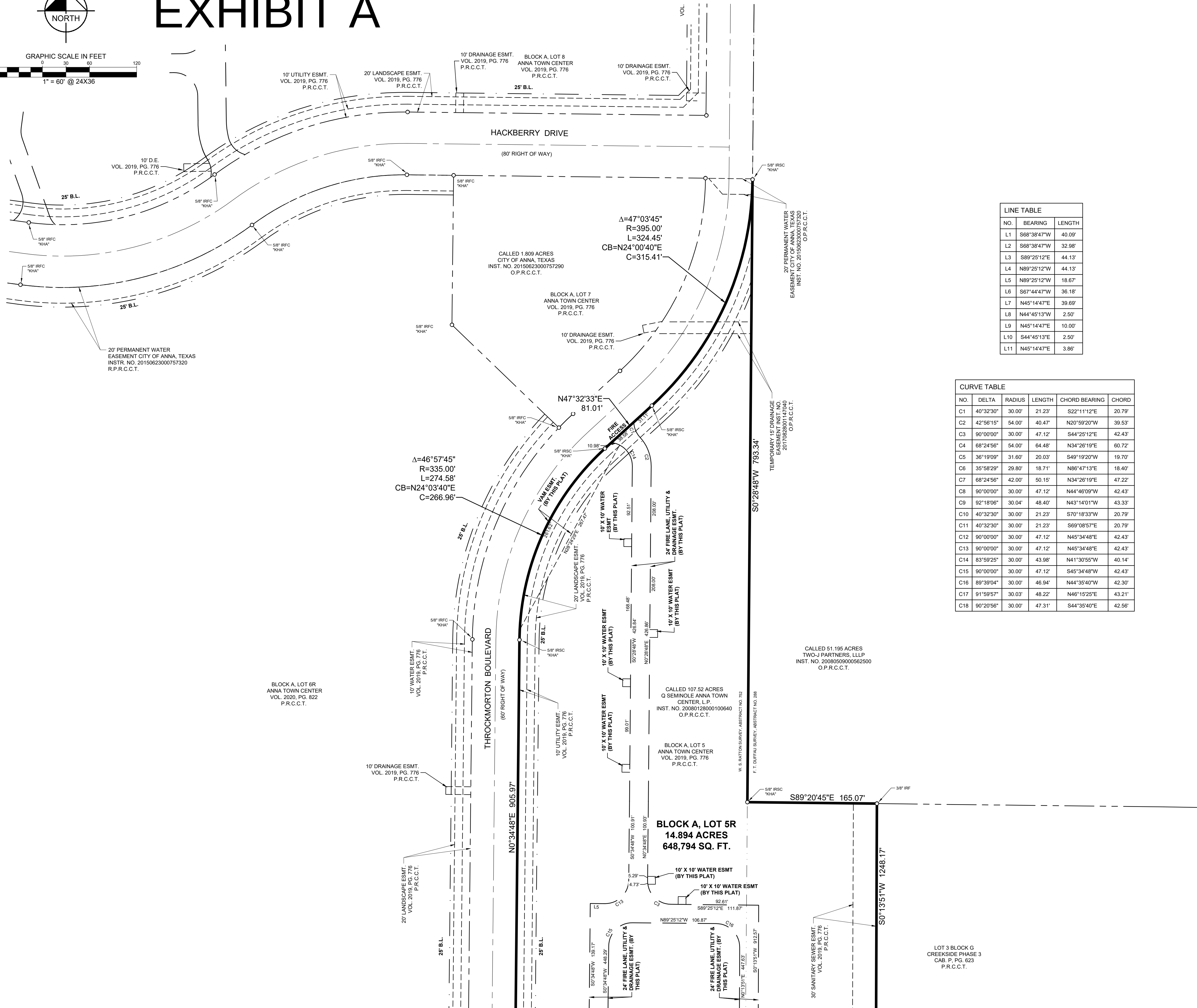
APPROVED:

\_\_\_\_\_  
City Secretary, Carrie L. Land

\_\_\_\_\_  
Mayor, Nate Pike

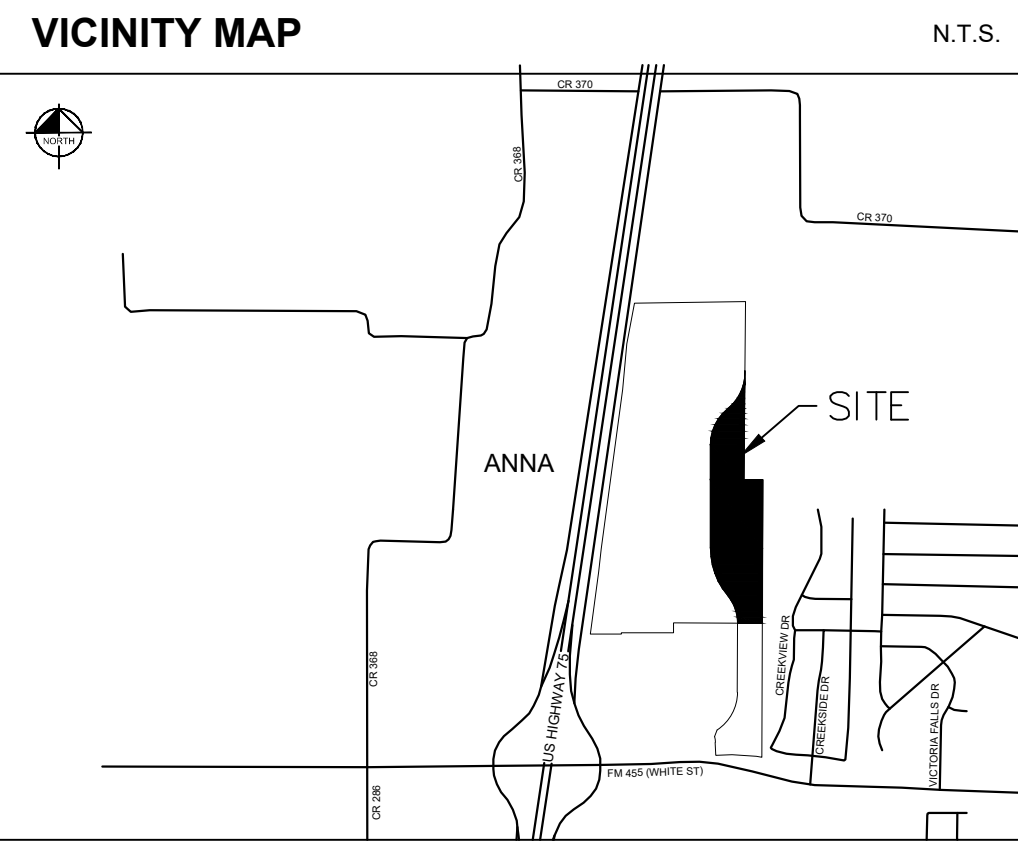


# EXHIBIT A



| LINE TABLE |             |        |
|------------|-------------|--------|
| NO.        | BEARING     | LENGTH |
| L1         | S68°38'47"W | 40.09' |
| L2         | S68°38'47"W | 32.98' |
| L3         | S89°25'12"E | 44.13' |
| L4         | N89°25'12"W | 44.13' |
| L5         | N89°25'12"W | 18.67' |
| L6         | S67°44'47"W | 36.18' |
| L7         | N45°14'47"E | 39.69' |
| L8         | N44°45'13"W | 2.50'  |
| L9         | N45°14'47"E | 10.00' |
| L10        | S44°45'13"E | 2.50'  |
| L11        | N45°14'47"E | 3.86'  |

| CURVE TABLE |           |        |        |               |
|-------------|-----------|--------|--------|---------------|
| NO.         | DELTA     | RADIUS | LENGTH | CHORD BEARING |
| C1          | 40°32'30" | 30.00' | 21.23' | S22°11'12"E   |
| C2          | 42°56'15" | 54.00' | 40.47' | N20°59'20"W   |
| C3          | 90°00'00" | 30.00' | 47.12' | S44°25'12"E   |
| C4          | 68°24'56" | 54.00' | 64.48' | N34°26'19"E   |
| C5          | 36°19'09" | 31.60' | 20.03' | S49°19'20"W   |
| C6          | 35°58'29" | 29.80' | 18.71' | N86°47'13"E   |
| C7          | 68°24'56" | 42.00' | 50.15' | N34°26'19"E   |
| C8          | 90°00'00" | 30.00' | 47.12' | N44°46'09"W   |
| C9          | 92°18'06" | 30.04' | 48.40' | N43°14'01"W   |
| C10         | 40°32'30" | 30.00' | 21.23' | S70°18'33"W   |
| C11         | 40°32'30" | 30.00' | 21.23' | S69°08'57"E   |
| C12         | 90°00'00" | 30.00' | 47.12' | N45°34'48"E   |
| C13         | 90°00'00" | 30.00' | 47.12' | N45°34'48"E   |
| C14         | 83°59'25" | 30.00' | 43.98' | N41°30'55"W   |
| C15         | 90°00'00" | 30.00' | 47.12' | S45°34'48"W   |
| C16         | 89°39'04" | 30.00' | 46.94' | N44°35'40"W   |
| C17         | 91°59'57" | 30.03' | 48.22' | N46°15'25"E   |
| C18         | 90°20'56" | 30.00' | 47.31' | S44°35'40"E   |



- GENERAL NOTES:
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
  - All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999856573. Vertical Datum NAVD 88.
  - The purpose of the Preliminary Replat is for the development of a multi-family development.

FLOOD STATEMENT:

According to Community Panel No. 48085C0155J dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

| LEGEND |                                                 |
|--------|-------------------------------------------------|
|        | BOUNDARY LINE                                   |
|        | EASEMENT LINE                                   |
|        | BUILDING LINE                                   |
|        | IRON ROD FOUND                                  |
|        | IRON ROD FOUND WITH CAP                         |
|        | IRON ROD SET WITH CAP                           |
|        | INSTRUMENT NUMBER                               |
|        | NOT TO SCALE                                    |
|        | FOUND                                           |
|        | BUILDING LINE                                   |
|        | PLAT RECORDS OF COLLIN COUNTY, TEXAS            |
|        | OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS |
|        | "X" CUT IN CONCRETE FOUND                       |
|        | POINT OF BEGINNING                              |
|        | VISIBILITY ACCESS & MAINTENANCE EASEMENT        |

## PRELIMINARY REPLAT ANNA TOWN CENTER BLOCK A, LOT 5R

14.894 ACRES  
OUT OF THE  
FRANCIS T. DUFFAU, ABSTRACT NO. 288 AND  
W. S. RATTON SURVEY, ABSTRACT NO. 752,  
CITY OF ANNA, COLLIN COUNTY, TEXAS  
DECEMBER, 2021

# Kimley»Horn

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580  
Fax No. (972) 335-3779

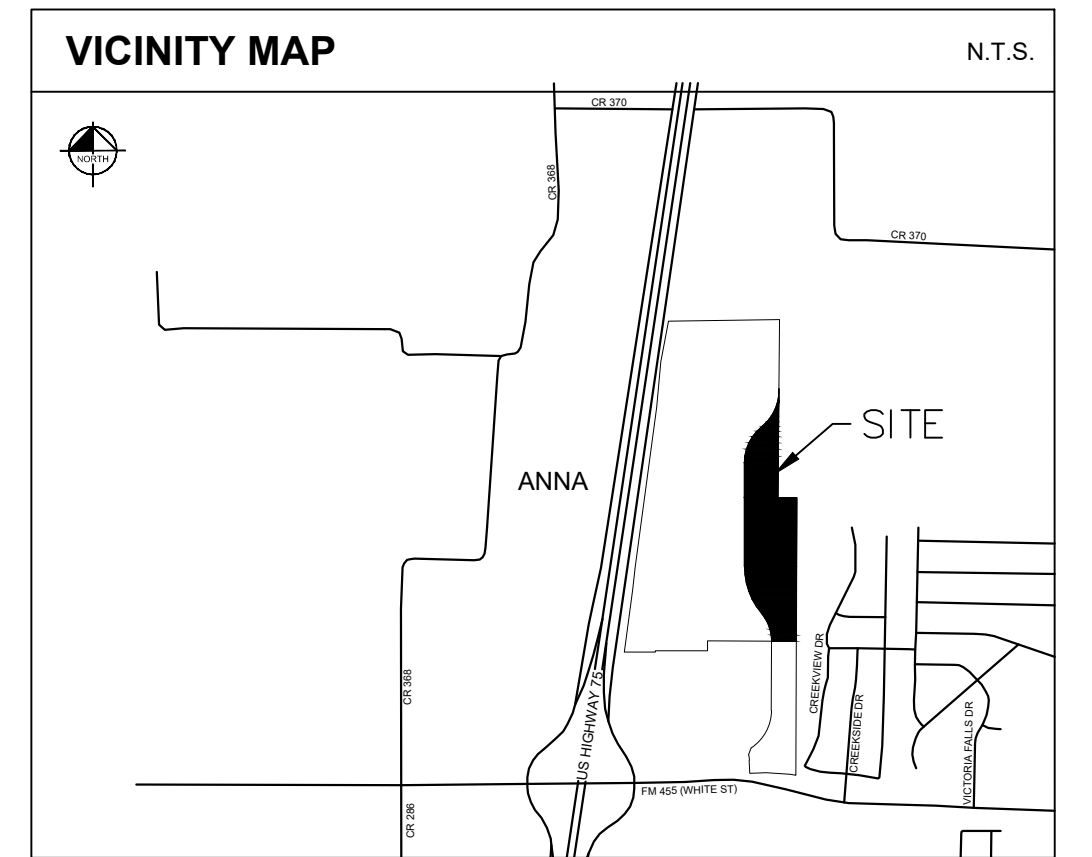
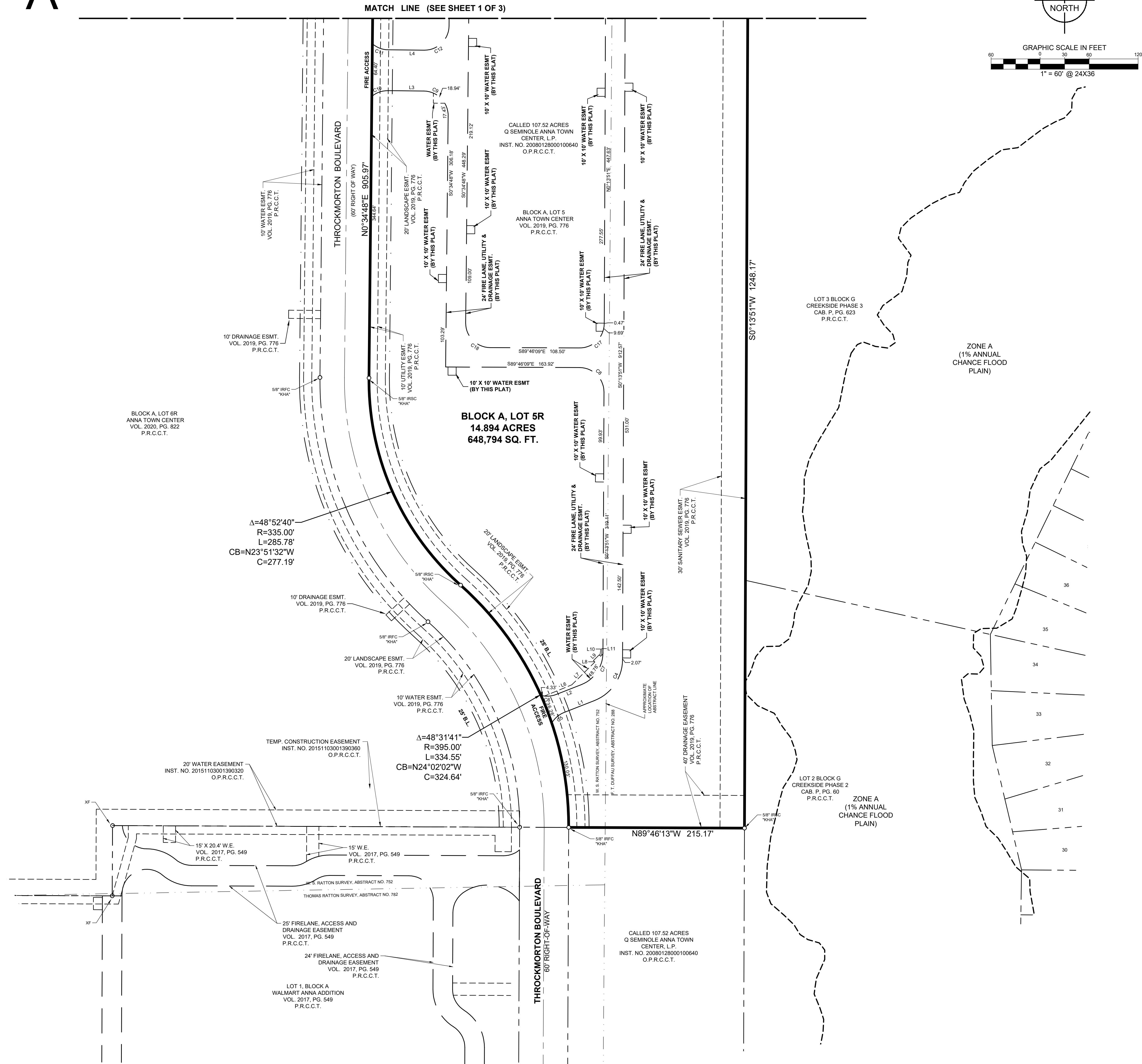
| Scale    | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|----------|----------|------------|-----------|-------------|-----------|
| 1" = 60' | MBM      | KHA        | DEC. 2021 | 069264918   | 1 OF 3    |

OWNER:  
O Seminole Anna Town Center, LP  
9111 Westchester Dr., Suite 800  
Dallas, TX 75225  
Ph: 214.884.3249  
Contact: Brian Bischoff

APPLICANT:  
Kimley-Horn and Associates, Inc.  
13455 Noel Road, Suite 700  
Dallas, TX 75240  
Ph: 972.770.1300  
Fax: 972.230.3820  
Contact: Jonathan Kerby, PE



# EXHIBIT A



- GENERAL NOTES:**
1. All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
  2. All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999856573. Vertical Datum NAVD 88.
  3. The purpose of the Preliminary Replat is for the development of a multi-family development.

**FLOOD STATEMENT:**

According to Community Panel No. 440805C1055J dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X"(unshaded), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this statement does not imply that the property is not in any special flood hazard area. The property is not in a special flood hazard area and therefore will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

|               |                                               |
|---------------|-----------------------------------------------|
| <b>LEGEND</b> |                                               |
| _____         | BOUNDARY LINE                                 |
| _____         | EASEMENT LINE                                 |
| _____         | BUILDING LINE                                 |
| IRF           | IRON ROD FOUND                                |
| IRFC          | IRON ROD FOUND WITH CAP                       |
| IRGC          | IRON ROD SET WITH CAP                         |
| INST. NO.     | INSTRUMENT NUMBER                             |
| NTS           | NOT TO SCALE                                  |
| FND           | FOUND                                         |
| B.L.          | BUILDING LINE                                 |
| P.R.C.T.C.    | PLAT RECORDS OF COLLIN COUNTY, TEXAS          |
| O.P.R.C.T.C.  | OFFICIAL PLAT RECORDS OF COLLIN COUNTY, TEXAS |
| XF            | "X" CUT IN CONCRETE FOUND                     |
| P.O.B         | POINT OF BEGINNING                            |
| VAM           | VISIBILITY AREA / MAINTENANCE EASEMENT        |

**PRELIMINARY REPLAT  
ANNA TOWN CENTER  
BLOCK A, LOT 5R**

14.894 ACRES  
OUT OF THE  
FRANCIS T. DUFFAU, ABSTRACT NO. 288 AND  
W. S. RATTON SURVEY, ABSTRACT NO. 752,  
CITY OF ANNA, COLLIN COUNTY, TEXAS  
DECEMBER, 2021

# Kimley»»Horn

|                                                                                                                                                                                 |                 |                   |             |                                                   |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|-------------|---------------------------------------------------|------------------|
| 6160 Warren Parkway, Suite 210<br>Frisco, Texas 75034                                                                                                                           |                 | FIRM # 10193822   |             | Tel. No. (972) 335-3580<br>Fax No. (972) 335-3779 |                  |
| <u>Scale</u>                                                                                                                                                                    | <u>Drawn by</u> | <u>Checked by</u> | <u>Date</u> | <u>Project No.</u>                                | <u>Sheet No.</u> |
| 1" = 60'                                                                                                                                                                        | MBM             | KHA               | DEC. 2021   | 069264918                                         | 2 OF 3           |
| <b>OWNER:</b><br>O Seminole Anna Town Center, LP<br>8111 Westchester Dr., Suite 800<br>Dallas, TX 75225<br>Ph: 214.884.3249<br>Contact: Brian Bischoff                          |                 |                   |             |                                                   |                  |
| <b>APPLICANT:</b><br>Kinley-Horn and Associates, Inc.<br>13455 Noel Road, Suite 700<br>Dallas, TX 75240<br>Ph: 972.770.1300<br>Fax: 972.239.9620<br>Contact: Jonathan Kerby, PE |                 |                   |             |                                                   |                  |



EXHIBIT A

OWNER'S CERTIFICATE

STATE OF TEXAS §  
COUNTY OF COLLIN §

WHEREAS Q SEMINOLE ANNA TOWN CENTER, LP is the sole owners of the following described tract of land:

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

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

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

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

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

THENCE North 89°46'13" West, along the southerly line of said Block A, Lot 5, a distance of 215.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

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

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 334.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°52'40", and a chord bearing and distance of North 23°51'32" West, 277.19 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 285.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 00°34'48" East, a distance of 905.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the beginning of a tangent curve to the right with a radius of 335.00 feet, a central angle of 46°57'45", and a chord bearing and distance of North 24°03'40" East, 266.96 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 274.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

North 47°32'33" East, a distance of 81.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 47°03'45", and a chord bearing and distance of North 24°00'40" East, 315.41 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 324.45 feet to a point for corner; to the POINT OF BEGINNING and containing 14.894 acres (646,794 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Q SEMINOLE ANNA TOWN CENTER, LP: acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as ANNA TOWN CENTER, BLOCK A, LOT 5R, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

WITNESS, my hand at \_\_\_\_\_, \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Q Seminole Anna Town Center, L.P.

By: \_\_\_\_\_

(Printed Name)

(Title)

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ of Q Seminole Anna Town Center, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

STATE OF TEXAS §  
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

Michael B. Marx  
Registered Professional Land Surveyor  
Texas Registration No. 5181  
Kimley-Horn and Associates, Inc.  
6160 Warren Pkwy., Suite 210  
Frisco, TX 75034  
(972) 335-3580  
michael.marx@kimley-horn.com

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
by the City Council of the City of Anna, Texas.

Mayor

City Secretary

PRELIMINARY REPLAT  
ANNA TOWN CENTER  
BLOCK A, LOT 5R

14.894 ACRES  
OUT OF THE  
FRANCIS T. DUFFAU, ABSTRACT NO. 288 AND  
W. S. RATTON SURVEY, ABSTRACT NO. 752,  
CITY OF ANNA, COLLIN COUNTY, TEXAS  
DECEMBER, 2021

Kimley»Horn

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580  
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A   | MBM      | KHA        | DEC. 2021 | 069264918   | 3 OF 3    |

OWNER:  
Q Seminole Anna Town Center, LP  
8111 Westchester Dr., Suite 800  
Dallas, TX 75225  
Ph: 214.884.3249  
Contact: Brian Bischoff

APPLICANT:  
Kimley-Horn and Associates, Inc.  
13455 Noel Road, Suite 700  
Dallas, TX 75240  
Ph: 972.770.1300  
Fax: 972.239.3820  
Contact: Jonathan Kerby, PE





Item No. 7.d.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.86± acres located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial (PD-I-1) with modified development standards for a self-storage; mini-warehouse facility. (Director of Development Services, Ross Altobelli)

**SUMMARY:**

The applicant is requesting to rezone the property to Planned Development-I-1 Light Industrial to allow for a self-storage, mini-warehouse development with modified development standards.

*Self-storage, mini-warehouse: A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.*

Per the zoning ordinance, the Light Industrial (I-1) district is intended to accommodate those uses that are of a non-nuisance type located in relative proximity to residential areas.

**Surrounding Land Uses and Zoning**

North - Personal service shop (beauty shop) zoned C-2 General Commercial District and SF-1 Single-Family Residential District

East - Across State Highway 5, C-2 General Commercial District.

South - Pawn Shop zoned C-2 General Commercial District, single-family dwelling, detached zoned SF-1 Single-Family Residential District and vacant land zoned Planned Development - MF-2 Multiple-Family Residential – High Density.

West - Single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot.

**Proposed Planned Development Stipulations**

The requested zoning is PD-I-1. This Planned Development is to allow for self-storage, mini-warehouse with modified development standards. There are two primary parts to this request: land use and design standards.

**Land Use** - The applicant is proposing to rezone the subject property to allow for self-

storage, mini-warehouse.

**Design Standards** - The language in the proposed PD district would allow for modified development standards associated with the self-storage, mini-warehouse development.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 1 per 20 storage cubicles plus 1 per 1,000 square feet of gross floor area of office.

☐ The applicant is proposing to reduce the required parking to 1 space per 100 storage cubicles and meet the parking requirement for associated office.

Miscellaneous provision – Sec. 9.04.027 (I-1 Light Industrial District) of the Zoning Ordinance requires a masonry wall having a minimum height of eight feet above the average grade of the residential property adjacent to the common side or rear property line of residentially zoned lots or tracts.

☐ The applicant is requesting to install a six-foot-high wrought iron fence with eight-foot masonry columns.

### **Conformance with the Anna2050 Comprehensive Plan**

#### **Future Land Use Plan**

The Future Land Use Plan designates this property within the Downtown. The Downtown Core and Downtown Neighborhood is further classified as five distinctive character areas within The Downtown Master Plan. Each character area classification has been developed to distinguish and define the diverse development pattern that exists and to understand the opportunities that they provide. The areas are designated as Retail Center, Catalyst Areas, Adaptive Reuse/Infill, Intown Residential, and Transitional Development.

The location of the proposed zoning amendment is located within the Transitional Development area.

#### **Transitional Development**

*In the far northeast and southwest portions of the Downtown Neighborhood, there are large undeveloped parcels of land identified as Transitional Development areas. The term “transitional” refers to the vision that these areas may change over time from higher density residential products toward the Downtown Core, to lower density, detached residential products on the district’s edges that blend better with the developments in the surrounding community. As with the Intown Residential areas, these Transitional areas are envisioned to support a range of housing types for people at all stages of their lives. These lots have the unique potential to provide additional linkages to the Downtown Core, and once developed, may provide a wide array of*

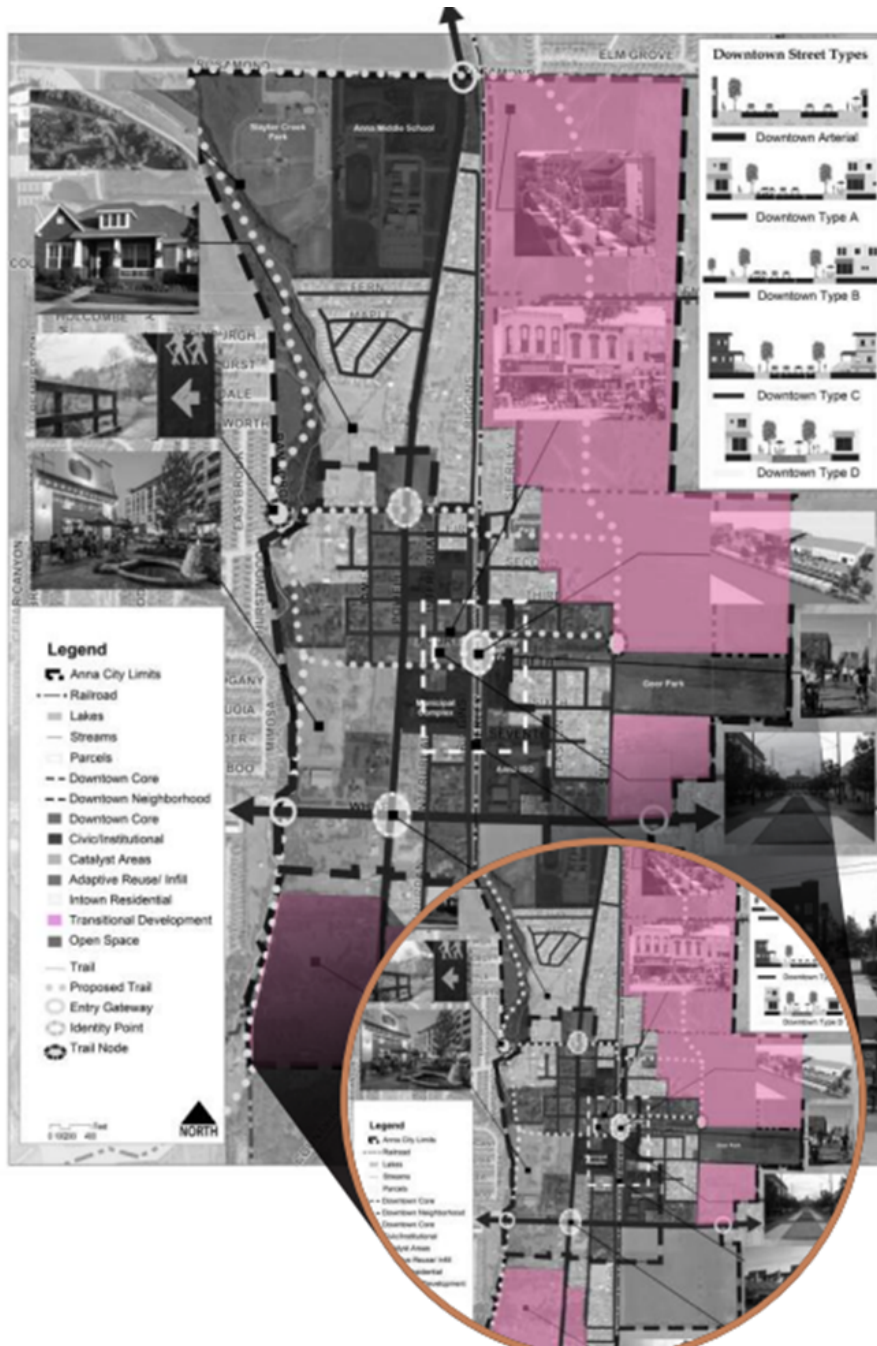
*building types to support the district. Though not classified as Catalyst Areas as described above, these areas may very well become catalytic in nature and help spur economic growth within the area. Because of the desire for flexibility to maximize the development potential in each of these areas, future land use decisions should emphasize the placemaking elements that define the public realm and reinforce the natural and cultural amenities in the area.*

*The following primary building types are appropriate in the Transitional Development areas (Mixed-use, office, storefront retail, restaurants, urban attached residential, detached residential, cottage residential):*



*The following secondary building types are appropriate in the Transitional Development areas (Churches, Civic Structures, Accessory Structures, Open Spaces, Parking Garages, detached residential, cottage residential):*





## SUMMARY:

The recently adopted Downtown Master Plan identifies the following building types as appropriate for the land area associated with the zoning request; Mixed-use, office, storefront retail, restaurant. Additionally, the master plan states that Transitional Development areas may become catalytic in nature and help spur economic growth within the area, contribute to the urban fabric, and serve as a unique Downtown anchor or signature neighborhood.

The proposed zoning request to allow for self-storage, mini-warehouse does not meet

the type of development or building types identified within the Downtown Master Plan.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

The proposed zoning request to allow for self-storage, mini-warehouse does not meet the type of development or building types identified within the Downtown Master Plan.

The Planning & Zoning Commission recommended denial, which requires a super majority vote by Council to approve the zoning request.

***If the City Council votes to approve via super majority, staff has provided a DRAFT Ordinance for consideration.***

**ATTACHMENTS:**

1. Blacklock Storage Locator Map
2. PZ - STAFF REPORT (Zoning) - Blacklock Storage
3. DRAFT Ordinance - Blacklock Addn (self-storage zoning)
4. Exhibit 1 - Ord (Concept Plan -Blacklock Storage, BI A, Lt 1)

**APPROVALS:**

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

Created/Initiated - 4/19/2022  
Final Approval - 4/20/2022



# Zoning - Blacklock Storage

WILLOW  
CREEK DR

W WHITE ST

WESTGATE CT

BENS DR

WESTFIELD DR

HAZEL'S WAY

WESTWOOD CT

S POWELL PKWY

S INTERURBAN ST

S RIGGINS ST

THE CITY OF  
**Anna**

N

Subject Property

City Limits

ETJ

200' Notice Boundary

0 150 300 600 Feet

March 2022



CITY OF ANNA

PLANNING & ZONING COMMISSION

April 4, 2022

**Public Hearing:** Zoning – Blacklock Storage, Block A, Lot 1

**Applicant:** Mark Davis

---

**DESCRIPTION:**

Request to rezone 2.0± acres located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial (PD-I-1).

**REMARKS:**

The applicant is requesting to rezone the property to allow for a self-storage, mini-warehouse development with modified development standards.

*Self-storage, mini-warehouse: A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.*

Per the zoning ordinance, the Light Industrial (I-1) district is intended to accommodate those uses that are of a non-nuisance type located in relative proximity to residential areas.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A concept plan (Exhibit A), Blacklock Addition, Block A, Lot 1 accompanies this request.

**Surrounding Land Uses and Zoning**

|       |                                                                                                                       |
|-------|-----------------------------------------------------------------------------------------------------------------------|
| North | Personal service shop (beauty shop) zoned C-2 General Commercial District and SF-1 Single-Family Residential District |
| East  | Across State Highway 5, C-2 General Commercial District.                                                              |

|       |                                                                                                                                                                                                                              |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| South | Pawn Shop zoned C-2 General Commercial District, single-family dwelling, detached zoned SF-1 Single-Family Residential District and vacant land zoned Planned Development - MF-2 Multiple-Family Residential – High Density. |
| West  | Single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot.                                                                                                                                           |

### **Proposed Planned Development Stipulations**

The requested zoning is PD-I-1. This Planned Development is to allow for self-storage, mini-warehouse with modified development standards. There are two primary parts to this request: land use and design standards.

**Land Use** - The applicant is proposing to rezone the subject property to allow for self-storage, mini-warehouse.

**Design Standards** - The language in the proposed PD district would allow for modified development standards associated with the self-storage, mini-warehouse development.

**Parking** - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 1 per 20 storage cubicles plus 1 per 1,000 square feet of gross floor area of office.

- The applicant is proposing to reduce the required parking to 1 space per 100 storage cubicles and meet the parking requirement for associated office.

**Miscellaneous provision** – Sec. 9.04.027 (I-1 Light Industrial District) of the Zoning Ordinance requires a masonry wall having a minimum height of eight feet above the average grade of the residential property adjacent to the common side or rear property line of residentially zoned lots or tracts.

- The applicant is requesting to install a six-foot-high wrought iron fence with eight-foot masonry columns.

### **Conformance with the Anna2050 Comprehensive Plan**

#### **Future Land Use Plan**

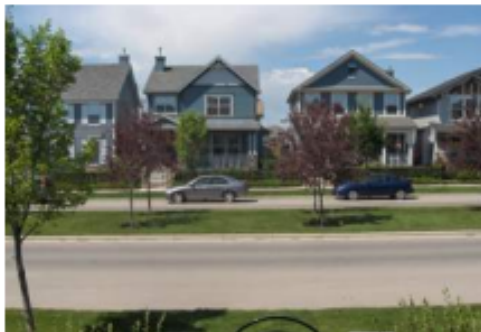
The Future Land Use Plan designates this property within the Downtown. The Downtown Core and Downtown Neighborhood is further classified as five distinctive character areas within The Downtown Master Plan. Each character area classification has been developed to distinguish and define the diverse development pattern that exists and to understand the opportunities that they provide. The areas are designated as Retail Center, Catalyst Areas, Adaptive Reuse/Infill, Intown Residential, and Transitional Development.

The location of the proposed zoning amendment is located within the Transitional Development area.

## **Transitional Development**

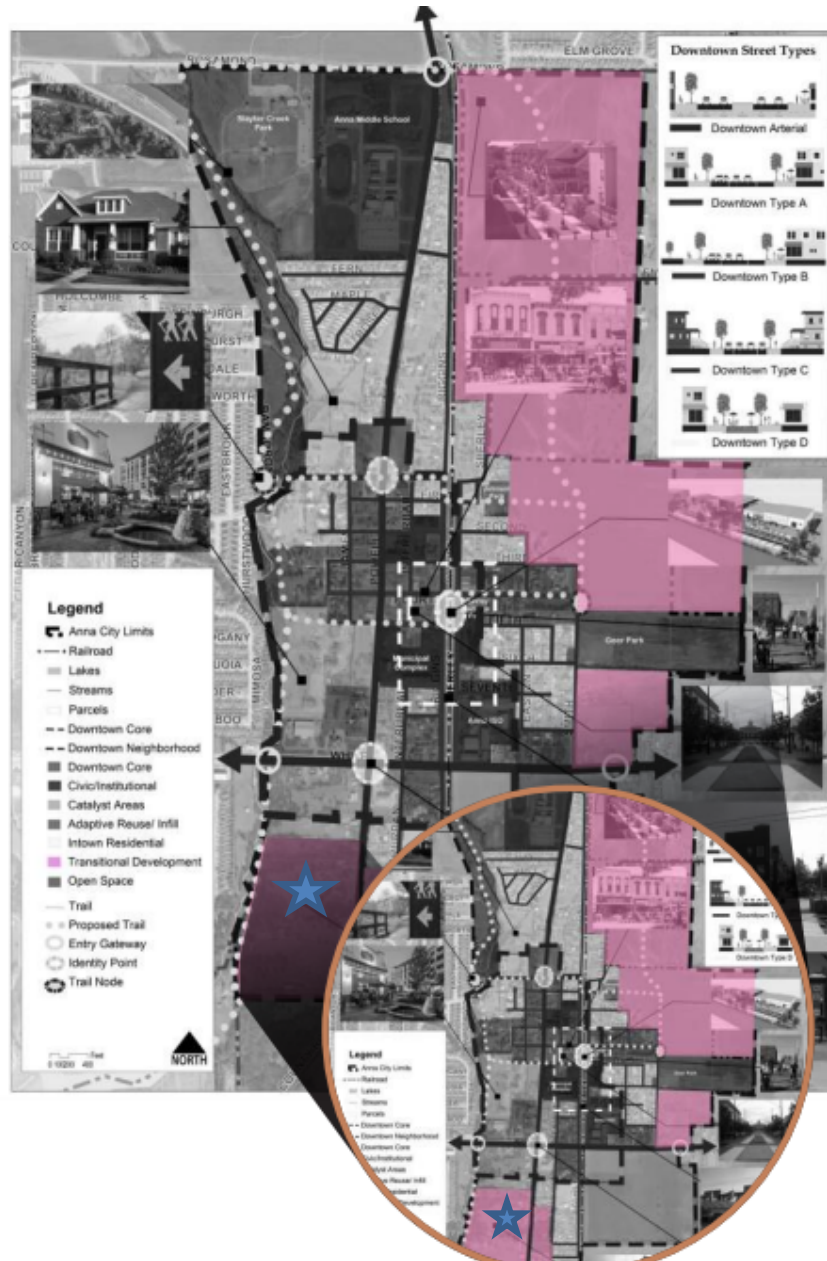
*In the far northeast and southwest portions of the Downtown Neighborhood, there are large undeveloped parcels of land identified as Transitional Development areas. The term “transitional” refers to the vision that these areas may change over time from higher density residential products toward the Downtown Core, to lower density, detached residential products on the district’s edges that blend better with the developments in the surrounding community. As with the Intown Residential areas, these Transitional areas are envisioned to support a range of housing types for people at all stages of their lives. These lots have the unique potential to provide additional linkages to the Downtown Core, and once developed, may provide a wide array of building types to support the district. Though not classified as Catalyst Areas as described above, these areas may very well become catalytic in nature and help spur economic growth within the area. Because of the desire for flexibility to maximize the development potential in each of these areas, future land use decisions should emphasize the placemaking elements that define the public realm and reinforce the natural and cultural amenities in the area.*

*The following primary building types are appropriate in the Transitional Development areas (Mixed-use, office, storefront retail, restaurants, urban attached residential, detached residential, cottage residential):*



*The following secondary building types are appropriate in the Transitional Development areas (Churches, Civic Structures, Accessory Structures, Open Spaces, Parking Garages, detached residential, cottage residential):*





## SUMMARY:

The recently adopted Downtown Master Plan identifies the following building types as appropriate for the land area associated with the zoning request; *Mixed-use, office, storefront retail, restaurant*. Additionally, the master plan states that Transitional Development areas may become catalytic in nature and help spur economic growth within the area, contribute to the urban fabric, and serve as a unique Downtown anchor or signature neighborhood.

The proposed zoning request to allow for self-storage, mini-warehouse does not meet the type of development or building types identified within the Downtown Master Plan.

## **RECOMMENDATION:**

If the Commission votes in favor of the zoning request, below are recommended restrictions per the applicants zoning request:

### **Restrictions:**

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the I-1 Light Industrial (I-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
  - i. Parking: Self-service warehouse - 1 per 100 storage cubicles plus 1 per 1,000 sf GRA of office and 2 per living quarters.
  - ii. I-1 miscellaneous provisions:
    - A. fencing along the perimeter of the property shall consist of:
      - i. a minimum ten (10) foot wide landscape buffer and six (6) foot tall ornamental metal fence, such as wrought iron or tubular steel, with eight-foot masonry columns at no more than forty (40) foot intervals. The ten (10) foot-wide landscape buffer shall consist of a vegetative screen comprised of minimum 3" caliber trees planted staggered at twenty-five (25) foot centers; and/or
      - ii. Border fencing of masonry construction of not less than eight feet in height.
3. The Concept Plan will expire after two (2) years of approval.

**CITY OF ANNA, TEXAS**

**(Property zoned under this ordinance is generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street)**

**ORDINANCE NO. \_\_\_\_\_**

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

**WHEREAS**, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

**WHEREAS**, the City has received a requested zoning amendment from Cross Point Church Anna on Property depicted in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

**WHEREAS**, said Property generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street; and

**WHEREAS**, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

**Section 1. Recitals Incorporated**

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

**Section 2. Zoning Change**

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property depicted in the Concept Plan on the attached Exhibit 1.

**1. Purpose.**



The purpose of this Planned Development District is to facilitate the development of self-storage, mini-warehouse with modified development standards.

## **2. Definitions.**

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

## **3. Development Standards.**

- A. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 1).
- B. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the I-1 Light Industrial (I-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
  - 1) Parking: Self-service warehouse - 1 per 100 storage cubicles plus 1 per 1,000 sf GRA of office and 2 per living quarters.
  - 2) I-1 miscellaneous provisions:
    - i. Fencing along the perimeter of the property shall consist of:
      - a) a minimum ten (10) foot wide landscape buffer and six (6) foot tall ornamental metal fence, such as wrought iron or tubular steel, with eight-foot masonry columns at no more than forty (40) foot intervals. The ten (10) foot-wide landscape buffer shall consist of a vegetative screen comprised of minimum 3" caliber trees planted staggered at twenty-five (25) foot centers; and/or
      - b) Border fencing of masonry construction of not less than eight feet in height.
- C. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
- D. The Conceptual Development Plan will expire after two (2) years of approval.

## **Section 3. Official Zoning Map**

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

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

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

#### **Section 5. Penalty**

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

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

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

**PASSED** by the City Council of the City of Anna, Texas this 26th day of April 2022.

ATTESTED:

APPROVED:

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Carrie L. Land, City Secretary

---

Nate Pike, Mayor

DRAFT



Exhibit 1

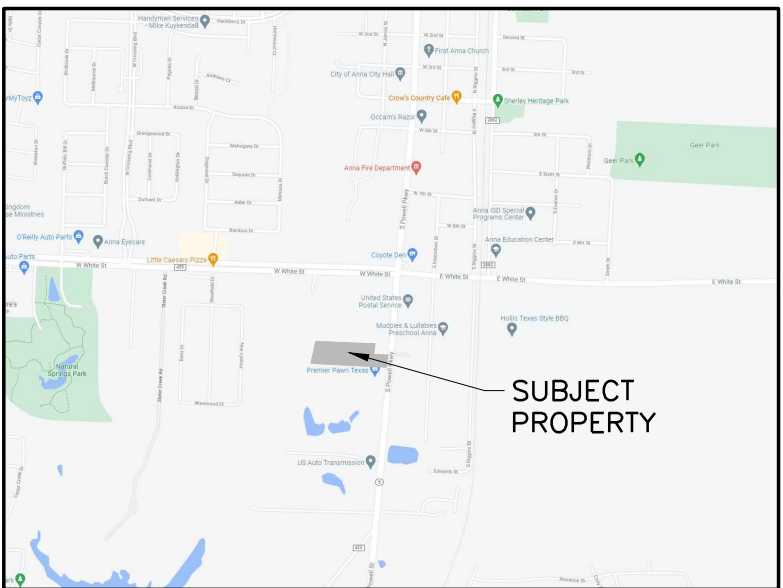
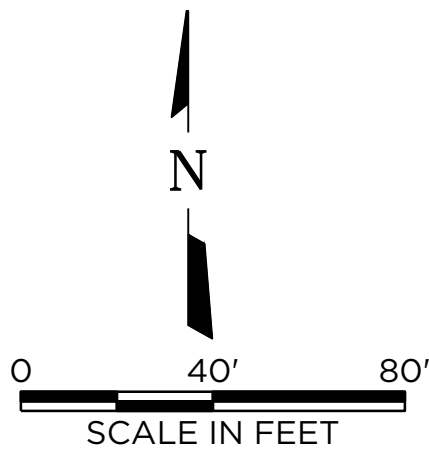


ARTEC INTEGRATED LLC  
4100 SPRING VALLEY RD  
SUITE 465  
DALLAS, TEXAS 75244

TBPE ENGINEERING FIRM F-16272

PROJECT  
BLACKLOCK STORAGE  
ANNA, TEXAS

| DATE: | PROJECT  | DATE |
|-------|----------|------|
| NO.   | NO.      | DATE |
| 1     | REVISION |      |
| 2     |          |      |
| 3     |          |      |
| 4     |          |      |
| 5     |          |      |
| 6     |          |      |



VICINITY MAP

SITE DATA SUMMARY TABLE

| SITE DATA SUMMARY TABLE             |                                                         |
|-------------------------------------|---------------------------------------------------------|
| GENERAL SITE DATA                   |                                                         |
| LOT NUMBER                          | 1                                                       |
| ZONING                              | PD-1-1                                                  |
| LAND USE                            | SELF-STORAGE                                            |
| LOT AREA - SQ FT / AC               | 211,117 SF / 4.86 AC                                    |
| BUILDING FOOTPRINT AREA (TOTAL)     | 86,092 SF                                               |
| BUILDING HEIGHT (NUMBER OF STORIES) | 2                                                       |
| BUILDING HEIGHT (FEET)              | 20                                                      |
| LOT COVERAGE                        | 40.80%                                                  |
| PARKING                             |                                                         |
| PARKING REQUIRED (RATIO)            | 1 SPACE PER 100 UNITS PLUS 1 PER 1,000 SF GFA OF OFFICE |
| NUMBER OF STORAGE UNITS             | 800                                                     |
| NUMBER OF OFFICES                   | 1 (1,000 SF)                                            |
| PARKING REQUIRED                    | 9                                                       |
| PARKING PROVIDED                    | 9                                                       |
| ACCESSIBLE PARKING REQUIRED         | 1                                                       |
| ACCESSIBLE PARKING PROVIDED         | 1                                                       |
| LANDSCAPE                           |                                                         |
| REQUIRED INTERNAL LANDSCAPE AREA    | 48 SF                                                   |
| TOTAL LANDSCAPE AREA PROVIDED       | 37,625 SF                                               |

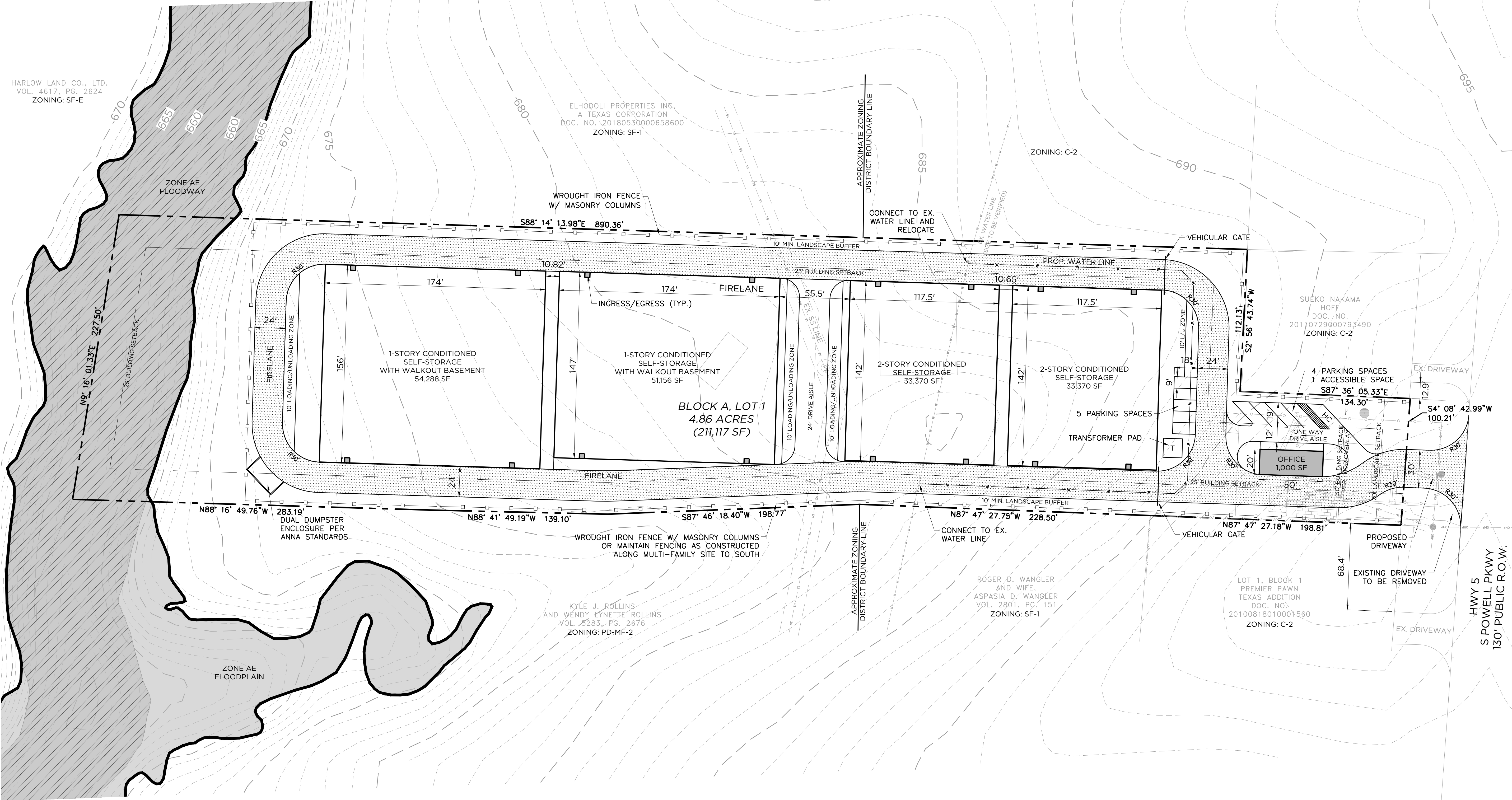
CONCEPT PLAN  
BLACKLOCK STORAGE  
BLOCK A, LOT 1  
BEING 4.85 ACRES OUT OF THE  
G STARK SURVEY, ABSTRACT NO. 798  
CITY OF ANNA, COLLIN COUNTY, TEXAS

MARCH 28, 2022

OWNER/APPLICANT:  
BLACKLOCK PARTNERS LLC  
9355 JACKSBORO HWY  
FORT WORTH, TX 76135  
CONTACT: JD BLACKLOCK  
PHONE: (254) 717-0229  
EMAIL: OFFICE@BLACKLOCKPARTNERS.COM

ENGINEER:  
ARTEC ENGINEERING  
4100 SPRING VALLEY RD  
DALLAS, TX 75244  
CONTACT: JORDAN REY  
PHONE: (469) 861-5845  
EMAIL: JORDAN@ARTEC.SOLUTIONS

GENERAL NOTES:  
1. SITE PLAN COMPLIES WITH ORDINANCES AND GUIDELINES AS DEFINED BY THOR - THOROUGHFARE OVERLAY DISTRICT







Item No. 7.e.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

**SUMMARY:**

Self-Storage, mini-warehouse on one lot on 4.86± acres located the west side of State Highway 5, 240± feet north of County Road 423.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case.

The purpose for the concept plan is to show the conceptual layout and related site improvements associated with the future self-storage, mini-warehouse development.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning and Zoning Commission recommend denial.

***If the City Council votes to approve via super majority, staff has provided a DRAFT Resolution for consideration.***

**ATTACHMENTS:**

1. DRAFT RESOLUTION- CP (Blacklock Storage, BL A, Lt 1)
2. Exhibit A - Res. (Concept Plan - Blacklock Storage, Bl A, Lt 1)

**APPROVALS:**

Ross Altobelli, Director of Development Services

Created/Initiated - 4/19/2022

Jim Proce, City Manager

Final Approval - 4/20/2022



**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR BLACKLOCK STORAGE, BLOCK A, LOT 1.**

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

**WHEREAS**, Cross Point Church Anna, has submitted an application for the approval of the Concept Plan for Blacklock Storage, Block A, Lot 1; and

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

**Section 1. Recitals Incorporated.**

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

**Section 2. Approval of Revised Concept Plan**

The City Council hereby approves the Concept Plan for Blacklock Storage, Block A, Lot 1 attached hereto as Exhibit A.

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas, on this 26th day of April 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary, Carrie L. Land

\_\_\_\_\_  
Mayor, Nate Pike



Exhibit A

HARLOW LAND CO., LTD.  
VOL. 4617, PG. 2624  
ZONING: SF-E

ELHODOLI PROPERTIES INC.  
A TEXAS CORPORATION  
DOC. NO. 20180530000658600  
ZONING: SF-1

WROUGHT IRON FENCE  
W/ MASONRY COLUMNS

APPROXIMATE ZONING  
DISTRICT BOUNDARY LINE

CONNECT TO EX.  
WATER LINE AND  
RELOCATE

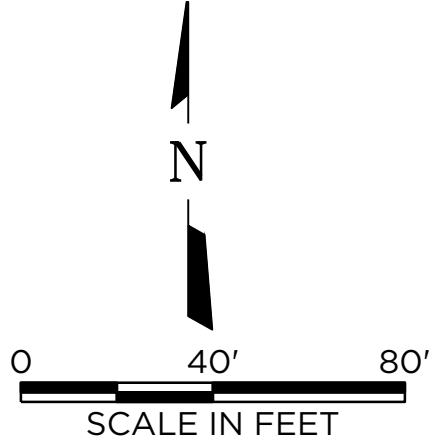
ZONING: C-2

SUEKO NAKAMA  
HOFF  
DOC. NO.  
20110729000793490  
ZONING: C-2

KYLE J. ROLLINS  
AND WENDY KYNETTE ROLLINS  
VOL. 5283, PG. 2676  
ZONING: PD-MF-2

ROGER D. WANGLER  
AND WIFE,  
ASPASIA D. WANGLER  
VOL. 2801, PG. 151  
ZONING: SF-1

LOT 1, BLOCK 1  
PREMIER PAWN  
TEXAS ADDITION  
DOC. NO.  
20100818010001560  
ZONING: C-2



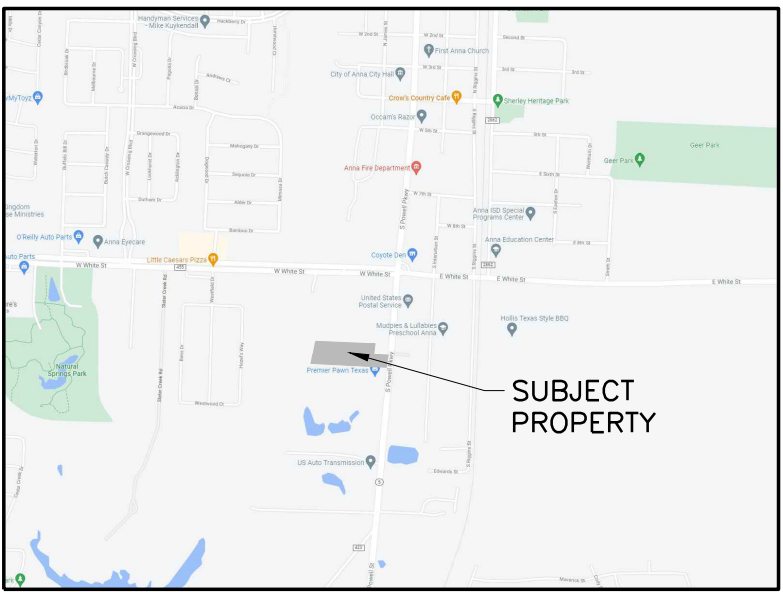
ARTEC INTEGRATED LLC  
4100 SPRING VALLEY RD  
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DALLAS, TEXAS 75244

TBPE ENGINEERING FIRM F-16272

PROJECT

BLACKLOCK STORAGE  
ANNA, TEXAS

| DATE: | PROJECT  | DATE |
|-------|----------|------|
| NO.   | NO.      | DATE |
| 1     | REVISION |      |
| 2     |          |      |
| 3     |          |      |
| 4     |          |      |
| 5     |          |      |
| 6     |          |      |



VICINITY MAP

SITE DATA SUMMARY TABLE

| SITE DATA SUMMARY TABLE             |                                                         |
|-------------------------------------|---------------------------------------------------------|
| GENERAL SITE DATA                   |                                                         |
| LOT NUMBER                          | 1                                                       |
| ZONING                              | PD-1-1                                                  |
| LAND USE                            | SELF-STORAGE                                            |
| LOT AREA - SQ FT / AC               | 211,117 SF / 4.86 AC                                    |
| BUILDING FOOTPRINT AREA (TOTAL)     | 86,092 SF                                               |
| BUILDING HEIGHT (NUMBER OF STORIES) | 2                                                       |
| BUILDING HEIGHT (FEET)              | 20                                                      |
| LOT COVERAGE                        | 40.80%                                                  |
| PARKING                             |                                                         |
| PARKING REQUIRED (RATIO)            | 1 SPACE PER 100 UNITS PLUS 1 PER 1,000 SF GFA OF OFFICE |
| NUMBER OF STORAGE UNITS             | 800                                                     |
| NUMBER OF OFFICES                   | 1 (1,000 SF)                                            |
| PARKING REQUIRED                    | 9                                                       |
| PARKING PROVIDED                    | 9                                                       |
| ACCESSIBLE PARKING REQUIRED         | 1                                                       |
| ACCESSIBLE PARKING PROVIDED         | 1                                                       |
| LANDSCAPE                           |                                                         |
| REQUIRED INTERNAL LANDSCAPE AREA    | 48 SF                                                   |
| TOTAL LANDSCAPE AREA PROVIDED       | 37,625 SF                                               |

CONCEPT PLAN  
BLACKLOCK STORAGE  
BLOCK A, LOT 1  
BEING 4.85 ACRES OUT OF THE  
G STARK SURVEY, ABSTRACT NO. 798  
CITY OF ANNA, COLLIN COUNTY, TEXAS

MARCH 28, 2022

|                                                                                                                                                                                   |                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OWNER/APPLICANT:<br>BLACKLOCK PARTNERS LLC<br>9355 JACKSBORO HWY<br>FORT WORTH, TX 76135<br>CONTACT: JD BLACKLOCK<br>PHONE: (254) 717-0229<br>EMAIL: OFFICE@BLACKLOCKPARTNERS.COM | ENGINEER:<br>ARTEC ENGINEERING<br>4100 SPRING VALLEY RD<br>DALLAS, TX 75244<br>CONTACT: JORDAN REY<br>PHONE: (469) 861-5845<br>EMAIL: JORDAN@ARTEC.SOLUTIONS |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

- GENERAL NOTES:
- SITE PLAN COMPLIES WITH ORDINANCES AND GUIDELINES AS DEFINED BY THOR - THOROUGHFARE OVERLAY DISTRICT





Item No. 7.f.

## City Council Agenda Staff Report

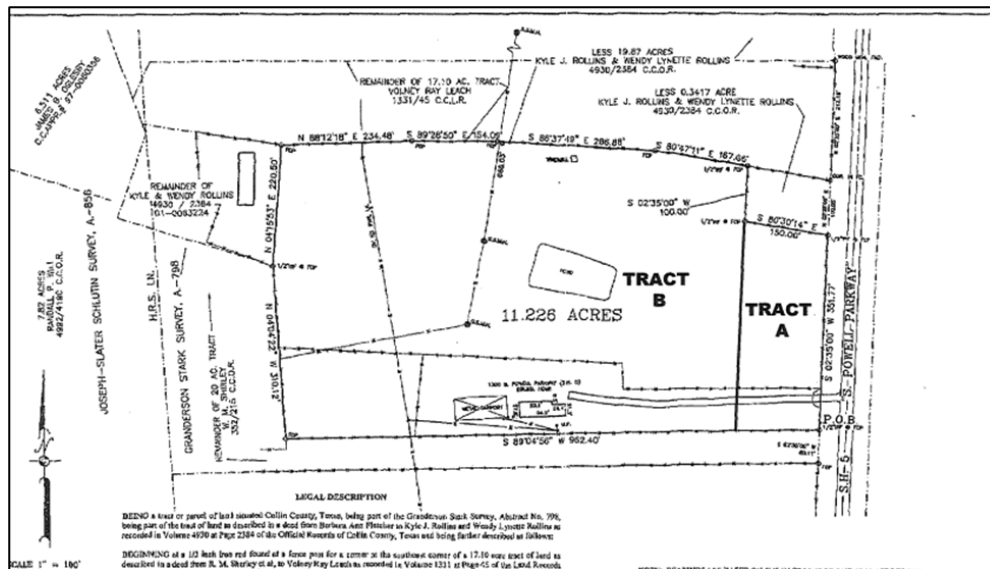
Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

### AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend existing multiple-family residence development standards on 11.0± acres located on the west side of State Highway 5, 240± feet north of County Road 423. (Director of Development Services Ross Altobelli)

### SUMMARY:

The subject property was initially zoned in August 2013 as a Planned Development to allow for restricted Commercial (C-1) on Tract A and Apartments with modified development standards on Tract B (Ord. No. 631-2013).



The Planned Development was amended in June 2015 (Ord. No. 692-2015) to modify the apartment development standards pertaining to the front yard setback and maximum height in feet.

- **Front yard:** The front setback (the area between the apartment tract and commercial tract) was reduced to zero (0') when the area is to be used as garage that backs to commercial tract and acts as a perimeter.
- **Maximum Height:** The maximum building height was increased from forty (40) feet to forty-four (44 feet) while maintaining a maximum allowance of three (3) stories.

**REMARKS:**

The applicant is requesting to modify the number of allowed building stories for apartments. The proposed modification would allow four (4) story buildings, not to exceed forty-four (44) feet in height.

**ISSUES:**

The current Planned Development zoning allows for apartment dwellings with a maximum height of three (3) stories, not to exceed forty-four (44) feet. The applicant's request maintains the current height allowance of forty-four (44) feet but increased the allowed number of stories to four (4).

**SUMMARY:**

The multiple-family residence land use is currently allowed by-right on the property. The applicant's request is to allow for a four (4) story product while maintaining the maximum height allowed of forty-four (44) feet. The request modification will not increase the maximum density allowance of twenty-five (25) units per gross acre.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 1: Growing Anna Economy**

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommended approval.

**ATTACHMENTS:**

1. Dreamville Anna Locator Map
2. Ordinance - Dreamville Anna
3. Exhibit 1 - Ord. (Legal Description, Dreamville Anna, Bl A, Lt 1)
4. Exhibit 2 - Ord. (Concept Plan, Dreamville Anna, Bl A, Lt 1)
5. PZ - STAFF REPORT (Zoning) -Dreamville Anna

**APPROVALS:**

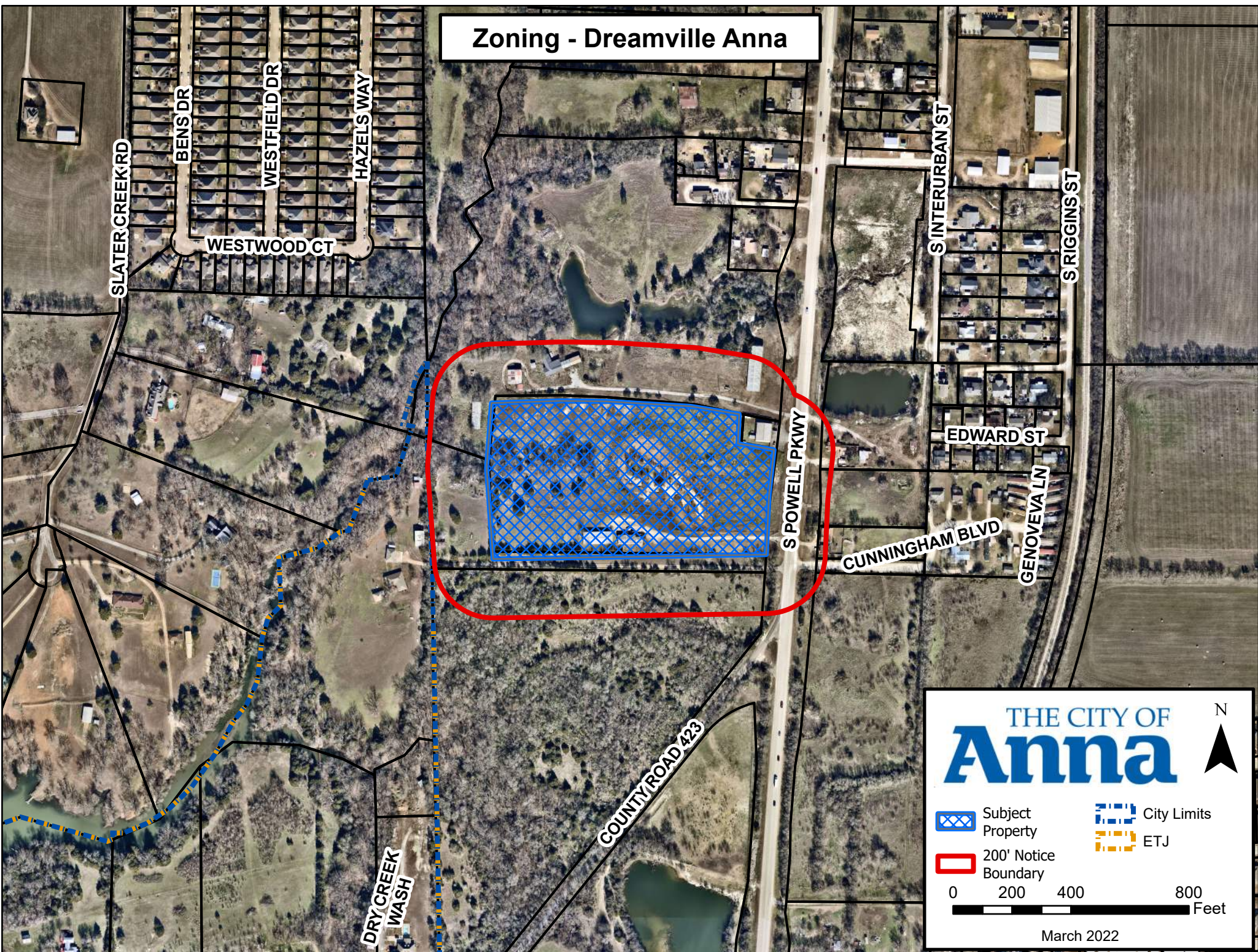
Ross Altobelli, Director of Development Services  
Jim Proce, City Manager

Created/Initiated - 4/19/2022  
Final Approval - 4/20/2022





# Zoning - Dreamville Anna



**THE CITY OF Anna**

**Legend:**

- Subject Property
- 200' Notice Boundary
- City Limits
- ETJ

**Scale:** 0 200 400 800 Feet

**March 2022**



**CITY OF ANNA, TEXAS**  
**(Property zoned under this ordinance is generally located on the west side of State Highway 5, 240± feet north of County Road 423)**

**ORDINANCE NO. \_\_\_\_\_**

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

**WHEREAS**, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

**WHEREAS**, the City has received a requested zoning amendment from Anna Town Center Mixed Use, LLC on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

**WHEREAS**, said Property generally located on the west side of State Highway 5, 240± feet north of County Road 423 was zoned by Ordinance No. 631-2013 and Ord. No. 692-2015; and

**WHEREAS**, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

**Section 1. Recitals Incorporated**

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

**Section 2. Zoning Change**

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property described in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2.

**1. Purpose.**

The purpose of this amendment is to amend the allowed number of building stories to facilitate the development of high-quality Multiple-Family Residential - High Density District.

## **2. Definitions.**

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

## **3. Development Standards.**

- A. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A) and as delineated on the Tract map contained within Ord. No. 631-2013.
- B. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as modified per Ord. No. 692-2015 and Ord. No. 631-2013 and as otherwise specified herein.

Maximum height: Buildings shall be a maximum of four (4) stories, not to exceed forty-four (44) feet in height. Chimneys, antennae, and other architectural projections not used for human occupancy may extend five (5) feet above this height limit.

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

## **Section 3. Official Zoning Map**

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

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

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs,

subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

**Section 5.     Penalty**

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

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

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

**PASSED** by the City Council of the City of Anna, Texas this 26th day of April 2022.

ATTESTED:

APPROVED:

---

Carrie L. Land, City Secretary

---

Nate Pike, Mayor

**ST. LOUIS**

Power House at Union Station  
401 S. 18th Street, Suite 200  
St. Louis, MO 63103  
314.984.9887 tel

**ST. CHARLES**

1520 S. Fifth Street  
Suite 307  
St. Charles, MO 63303  
636.978.7508 tel

**DALLAS**

6175 Main Street  
Suite 367  
Frisco, TX 75034  
972.624.6000 tel

**PHOENIX**

2701 E. Camelback Road  
Suite 175  
Phoenix, AZ 85016  
602.795.4111 tel

**22-0037 10.961 ACRE TRACT PROPERTY DESCRIPTION:**

BEING A TRACT OF LAND SITUATED IN THE GANDERSON STARK SURVEY, ABSTRACT NO. 798, SAME BEING THE SAME TRACT OF LAND DESCRIBED IN DEED TO ANNA VILLAGE, LLC, AS RECORDED IN INSTRUMENT NO. 20131016001427770, DEED RECORDS COLLIN COUNTY, TEXAS(D.R.C.C.T.), AS SHOWN ON THIS SURVEY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH PINK-CAPPED IRON ROD FOUND FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF S. POWELL PARKWAY, IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JOE A. GREER, JR. AND BECKY GREER, INSTRUMENT NO. 20020213000229590, D.R.C.C.T., AND BEING THE SOUTHEAST CORNER OF SAID ANNA VILLAGE, LLC TRACT;

THENCE SOUTH 89 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 926.99 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER BEING THE SOUTHWEST CORNER OF SAID ANNA VILLAGE LLC TRACT;

THENCE NORTH 04 DEGREES 08 MINUTES 01 SECONDS WEST, A DISTANCE OF 310.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER BEING THE NORTHEAST CORNER OF SAID GREER TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO ANNA 21 LLC, AS RECORDED IN INSTRUMENT NO. 20191101001387120, D.R.C.C.T.;

THENCE NORTH 04 DEGREES 21 MINUTES 44 SECONDS EAST, A DISTANCE OF 220.21 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER BEING THE NORTHWEST CORNER OF SAID ANNA VILLAGE LLC TRACT;

THENCE NORTH 88 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 234.47 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 154.09 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER BEING ON THE SOUTH LINE OF SAID ANNA 21 LLC TRACT;

THENCE SOUTH 86 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 286.88 FEET TO A 5/8 INCH YELLOW-CAPPED IRON ROD FOUND FOR CORNER BEING ON THE SOUTH LINE OF SAID ANNA 21 LLC TRACT;

THENCE SOUTH 80 DEGREES 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 167.66 FEET TO A 5/8 INCH YELLOW-CAPPED IRON ROD FOUND FOR CORNER BEING THE

**CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE / GIS / ADA TRANSITION PLANNING**

Cole & Associates, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. in Arizona and Texas, herein referred to as "Cole"  
Texas Board of Professional Land Surveying Corporate Registration #10193871  
Texas Board of Professional Engineers Registration #F-10253

# EXHIBIT 1 cont.

NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO US AUTO TRANSMISSIONS, AS RECORDED IN VOLUME 5924, PAGE 184, D.R.C.C.T.;

THENCE SOUTH 02 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH YELLOW-CAPPED IRON ROD FOUND FOR CORNER BEING THE SOUTHWEST CORNER OF THE SAID US AUTO TRANSMISSIONS TRACT;

THENCE SOUTH 80 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 124.83 FEET TO A 5/8 INCH PINK-CAPPED IRON ROD FOUND FOR CORNER BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID S. POWELL PARKWAY;

THENCE SOUTH 02 DEGREES 39 MINUTES 17 SECONDS WEST, A DISTANCE OF 14.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 06 DEGREES 26 MINUTES 39 SECONDS WEST, A DISTANCE OF 150.33 FEET TO A POINT FOR CORNER;

THENCE SOUTH 02 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 191.69 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.961 ACRES OF LAND, MORE OR LESS.



DANIEL L. JACKSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 5577  
EMAIL: [LJACKSON@COLETX.COM](mailto:LJACKSON@COLETX.COM)  
PROJECT NO. 22-0037



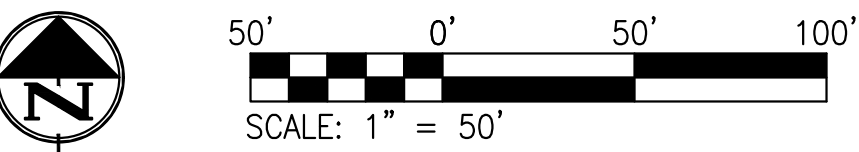
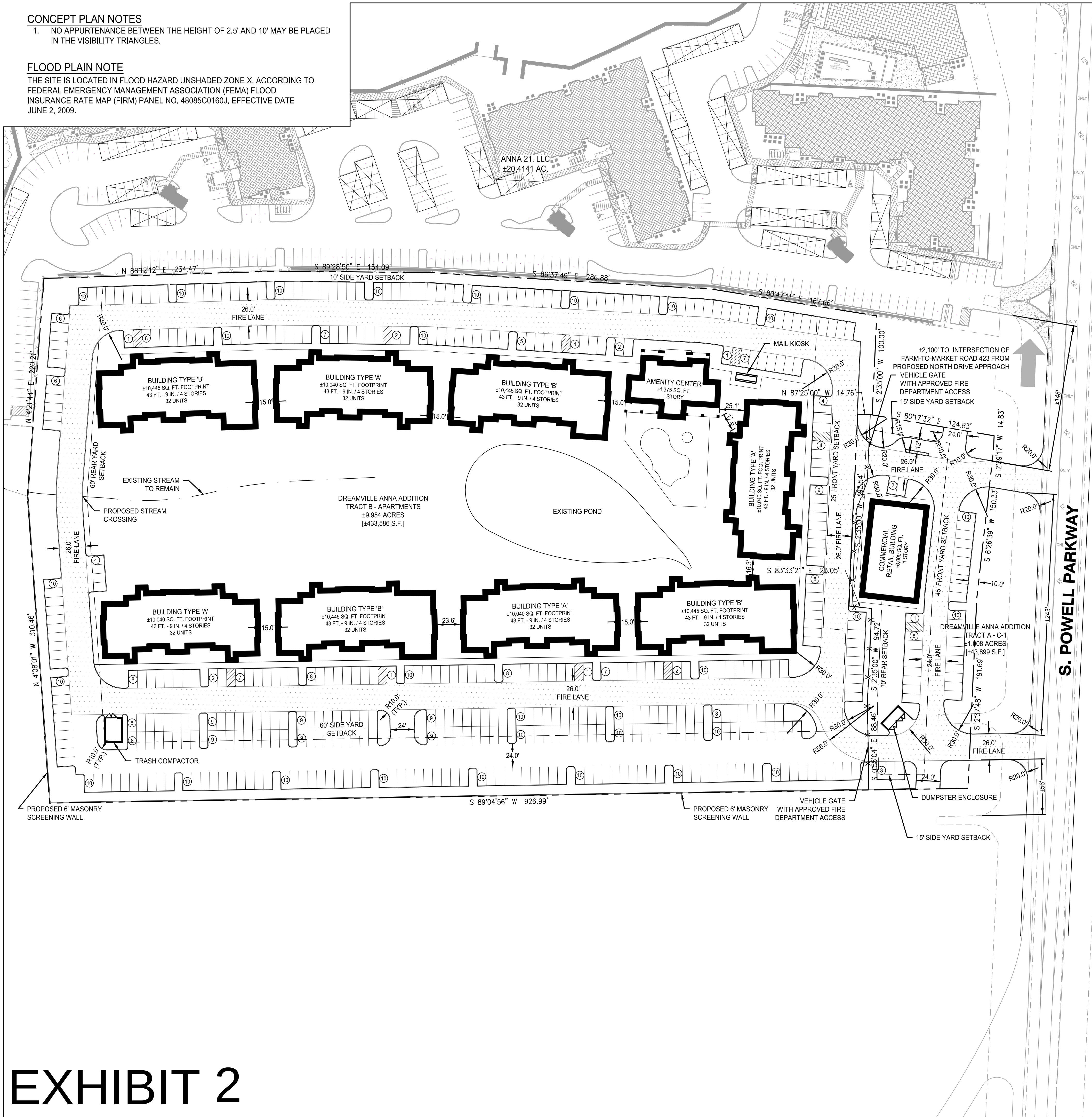


CONCEPT PLAN NOTES

1. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.

FLOOD PLAIN NOTE

THE SITE IS LOCATED IN FLOOD HAZARD UNSHADED ZONE X, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT ASSOCIATION (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48085C0160J, EFFECTIVE DATE JUNE 2, 2009.

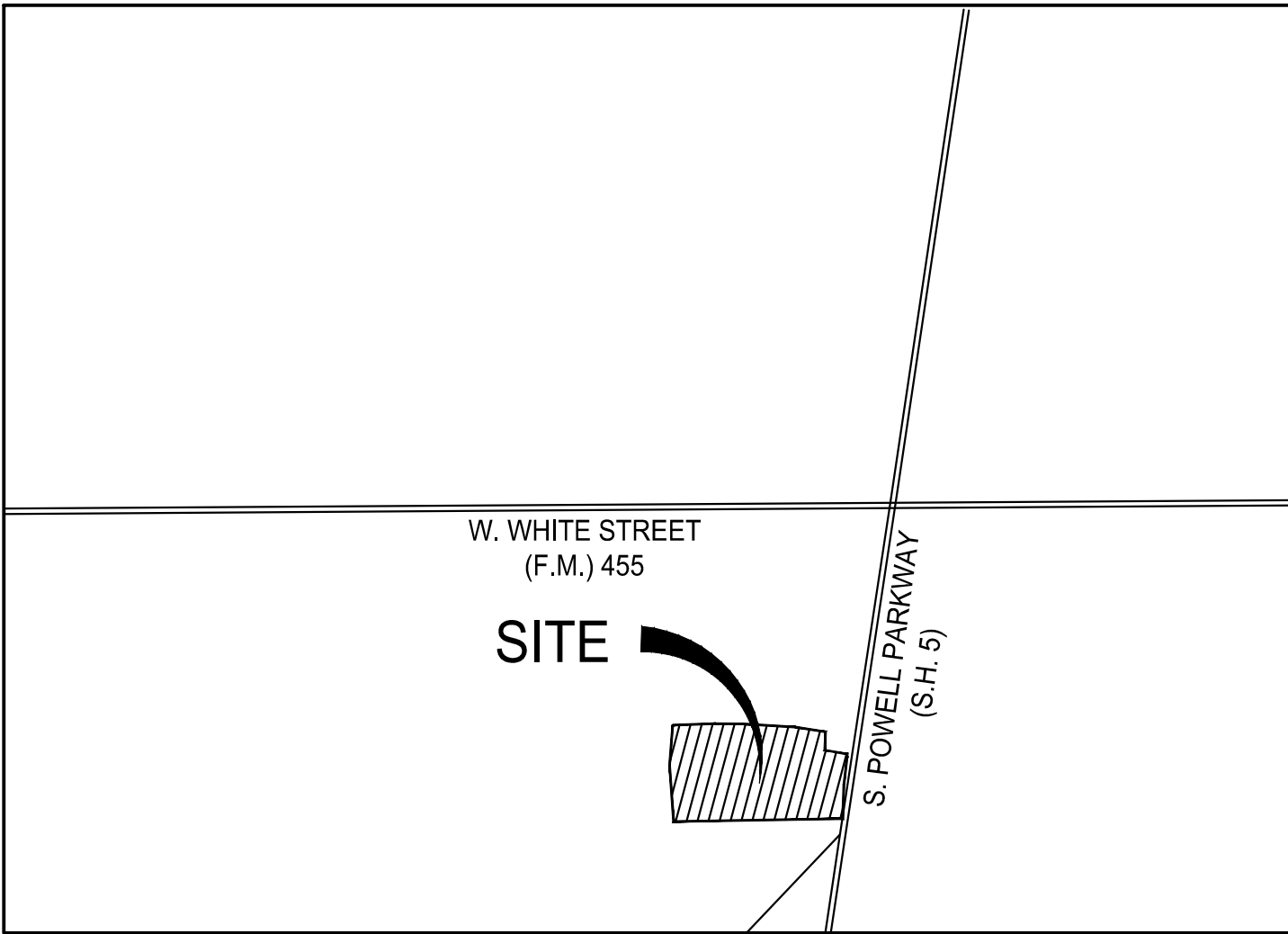


LEGEND

- X — FENCE  
FIRE LANE  
⑩ PARKING SPACE COUNT (TYP.)

SITE SUMMARY TABLE

| Item                                                                             | Lot 1                                                          |
|----------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>General Site Data</b>                                                         |                                                                |
| Zoning                                                                           | PD                                                             |
| Land Use (from Zoning Ordinance)                                                 | Multiple Family Residential General Commercial                 |
| Lot Area (square feet & acres)                                                   | 1,312,492 sf [30.13 ac.]                                       |
| Building Footprint Area (square feet)                                            | 92,315 sf                                                      |
| Total Building Area (square feet)                                                | 338,135 sf                                                     |
| Building Height (# of stories)                                                   | 4 stories                                                      |
| Building Height (feet - distance to tallest building element)                    | 43'-9"                                                         |
| Lot Coverage (percent - x.xx%)                                                   | 19.30%                                                         |
| <b>Multifamily Units</b>                                                         |                                                                |
| Studio (Efficiency)                                                              | 0                                                              |
| 1-Bedroom                                                                        | 64                                                             |
| 2-Bedroom                                                                        | 160                                                            |
| 3-Bedroom                                                                        | 32                                                             |
| Total Unit Count                                                                 | 256                                                            |
| <b>Parking</b>                                                                   |                                                                |
| Parking Ratio (from Zoning Ordinance)                                            | Residential: 1.5 per 1 bedroom unit<br>+ 2 per 2+ bedroom unit |
| Required Parking (# of spaces)                                                   | 480                                                            |
| Required Covered Parking (# of spaces)                                           | 10% = 48                                                       |
| Provided Parking (# of spaces)                                                   | 480                                                            |
| Provided Covered Parking (# of spaces)                                           | 48                                                             |
| Accessible Parking Required (# of spaces)                                        | 9                                                              |
| Accessible Parking Provided (# of spaces)                                        | 9                                                              |
| <b>Landscape Area (including turf areas)</b>                                     |                                                                |
| Required internal landscape area (square feet - 8 square feet per parking space) | 3,840 sf                                                       |
| Additional interior landscape area provided (square feet)                        | 2,460 sf                                                       |
| Total Landscape Area (square feet)                                               | 236,036 sf                                                     |



LOCATION MAP  
(NOT TO SCALE)

CONCEPTUAL SITE PLAN  
DREAMVILLE ANNA  
BLOCK A, LOT 1  
±10.962-ACRE TRACT OF LAND

OUT OF THE  
G. STARK SURVEY, ABSTRACT NO. 798  
CITY OF ANNA, COLLIN COUNTY, TEXAS

DATE: MARCH 21, 2022

|                                                                                                                    |                                                                                                                                                      |                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| OWNER<br>ANNA VILLAGE, LLC<br>2708 WRANGLER LANE<br>SACHSE, TX 75048<br>PHONE: 214.842.8075 x203<br>ALVING JOHNSON | ENGINEER / PREPARER<br>COLE DESIGN GROUP<br>6175 MAIN STREET<br>SUITE 367<br>FRISCO, TEXAS 75034<br>PHONE: 469.880.7910<br>DYLAN T. BLACKSHEAR, P.E. | SURVEYOR<br>COLE DESIGN GROUP<br>6175 MAIN STREET<br>SUITE 367<br>FRISCO, TEXAS 75034<br>PHONE: 940.440.2698<br>DANIEL L. JACKSON, RPLS |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

DEVELOPER / OWNER:

ANNA VILLAGE, LLC  
2708 WRANGLER LANE  
SACHSE, TX 75048  
PHONE (214) 842-8075 x203

This document is released  
for the purpose of  
preliminary review  
under the authority of  
DYLAN T.  
BLACKSHEAR  
P.E. No. 117571  
date: 3/21/22.  
It is not to be used for  
bidding, permitting or  
construction purposes.

DREAMVILLE ANNA  
1300 S. POWELL PARKWAY  
CITY OF ANNA, TEXAS

CONCEPT PLAN

+ DALLAS  
Frisco Square  
6175 Main Street  
Suite 367  
Frisco, TX 75034  
www.colearch.com  
**COLE**  
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE  
Texas Board of Professional Engineering and Land Surveyors  
Registration #10198871  
Cole is a registered firm in all states where it is licensed to practice. Cole is not responsible for the actions of its affiliates or its employees.

|                |           |
|----------------|-----------|
| DESIGN/CALC BY | DTB       |
| DRAWN BY       | DTB       |
| CHECKED BY     | DTB       |
| DRAWING SCALE  | 1" = 50'  |
| DATE           | 3/21/2022 |

Job Number  
22-037

Sheet Number  
EXH.01

EXHIBIT 2



## CITY OF ANNA

### PLANNING & ZONING COMMISSION

April 4, 2022

**Public Hearing:** Modify existing Planned Development zoning

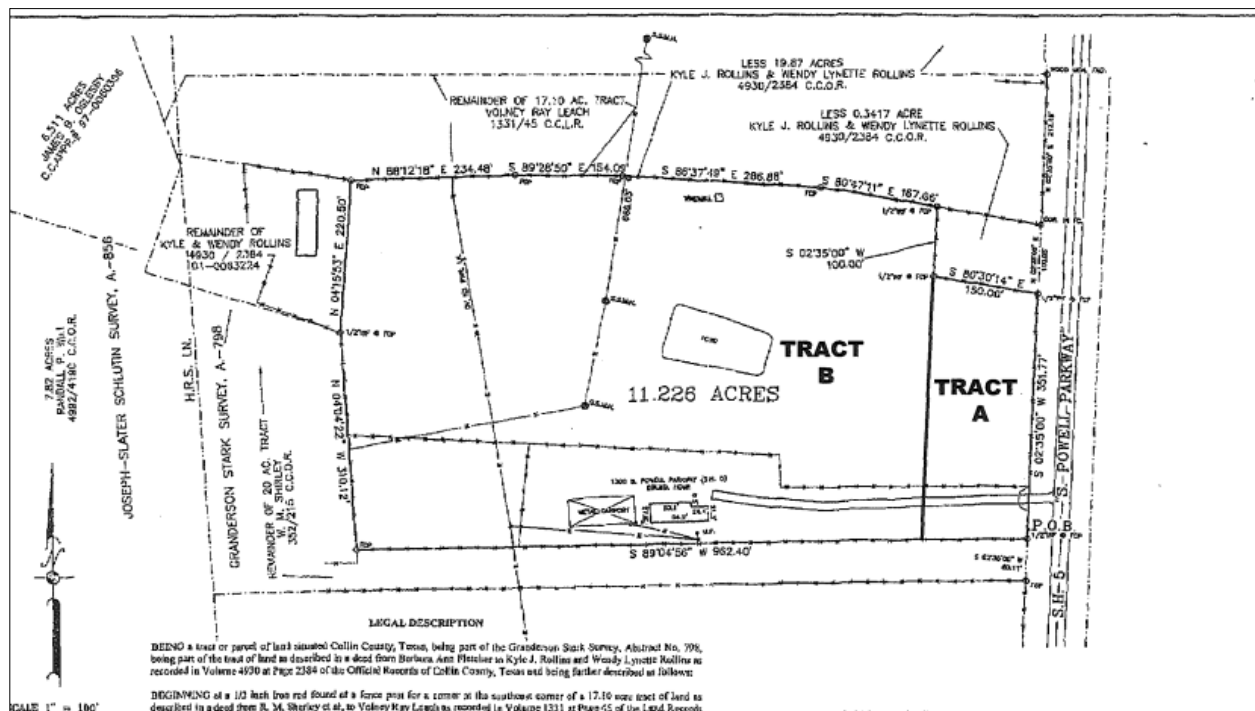
**Applicant:** Anna Village, LLC

#### DESCRIPTION:

Request to modify existing Planned Development zoning standards for multiple-family residence development on one lot on 11.0± acres located on the west side of State Highway 5, 240± feet north of County Road 423. Zoned: Planned Development (Ord. No. 692-2015 and Ord. No. 631-2013).

#### HISTORY:

The subject property was initially zoned in August 2013 as a Planned Development to allow for restricted Commercial (C-1) on Tract A and Apartments with modified development standards on Tract B (Ord. No. 631-2013).



The Planned Development was amended in June 2015 (Ord. No. 692-2015) to modify the apartment development standards pertaining to the front yard setback and maximum height in feet.

- Front yard: The front setback (the area between the apartment tract and commercial tract) was reduced to zero (0') when the area is to be used as garage that backs to commercial tract and acts as a perimeter.
- Maximum Height. The maximum building height was increased from forty (40) feet to forty-four (44 feet) while maintaining a maximum allowance of three (3) stories.

## REMARKS:

The applicant is requesting to modify the number of allowed building stories for apartments. The proposed modification would allow four (4) story buildings, not to exceed forty-four (44) feet in height.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

## Surrounding Land Uses and Zoning

|       |                                                                                                                                                                                                                                                                                   |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| North | Vacant land zoned Planned Development to facilitate Multiple-Family Residential – High Density (Waterview apartments - Ord. No. 843-2020 & Ord. No. 908-2021) and pre-existing non-conforming automotive repair, major business zoned SF-E Single-Family Residential – Large Lot. |
| East  | Across State Highway 5, vacant tract and single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot.                                                                                                                                                       |
| South | Single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot.                                                                                                                                                                                                |
| West  | Single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot and vacant land zoned Planned Development to facilitate Multiple-Family Residential – High Density (Waterview apartments - Ord. No. 843-2020 & Ord. No. 908-2021).                              |

## ISSUES:

The current Planned Development zoning allows for apartment dwellings with a maximum height of three (3) stories, not to exceed forty-four (44) feet. The applicant's request maintains the current height allowance of forty-four (44) feet but increased the allowed number of stories to four (4).

## SUMMARY:

The multiple-family residence land use is currently allowed by-right on the property. The applicant's request is to allow for a four (4) story product while maintaining the maximum height allowed of forty-four (44) feet. The request modification will not increase the maximum density allowance of twenty-five (25) units per gross acre.

## RECOMMENDATION:

Below are recommended restrictions if the Commission votes in favor of the request:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A) and as delineated on the Tract map contained within Ord. No. 631-2013.
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as modified per Ord. No. 692-2015 and Ord. No. 631-2013 and as otherwise specified herein.

Maximum height: Buildings shall be a maximum of four (4) stories, not to exceed forty-four (44) feet in height. Chimneys, antennae, and other architectural projections not used for human occupancy may extend five (5) feet above this height limit.

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



Item No. 7.g.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution regarding Dreamville Anna, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

**SUMMARY:**

Multiple-Family Residences on 11.0± acres located on the west side of State Highway 5, 240± feet north of County Road 423.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case.

The purpose for the concept plan is to show the conceptual layout and related site improvements associated with the future multiple-family development.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 1: Growing Anna Economy**

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Concept Plan subject to City Council approval of the zoning request.

**ATTACHMENTS:**

1. RESOLUTION- CP (Dreamville Anna, BL A, Lt 1)
2. Exhibit A - Res. (Concept Plan - Dreamville Anna, BL A, Lt 1)

**APPROVALS:**

Ross Altobelli, Director of Development Services

Created/Initiated - 4/19/2022



Jim Proce, City Manager

Final Approval - 4/20/2022

**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

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

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

**WHEREAS**, Anna Village, LLC, has submitted an application for the approval of the Concept Plan for Dreamville Anna, Block A, Lot 1; and

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

**Section 1. Recitals Incorporated.**

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

**Section 2. Approval of Revised Concept Plan**

The City Council hereby approves the Concept Plan for Dreamville Anna, Block A, Lot 1 attached hereto as Exhibit A.

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas, on this 26th day of April 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary, Carrie L. Land

\_\_\_\_\_  
Mayor, Nate Pike

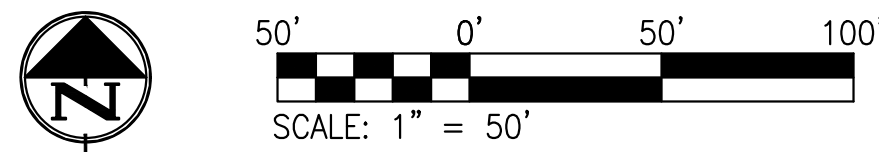
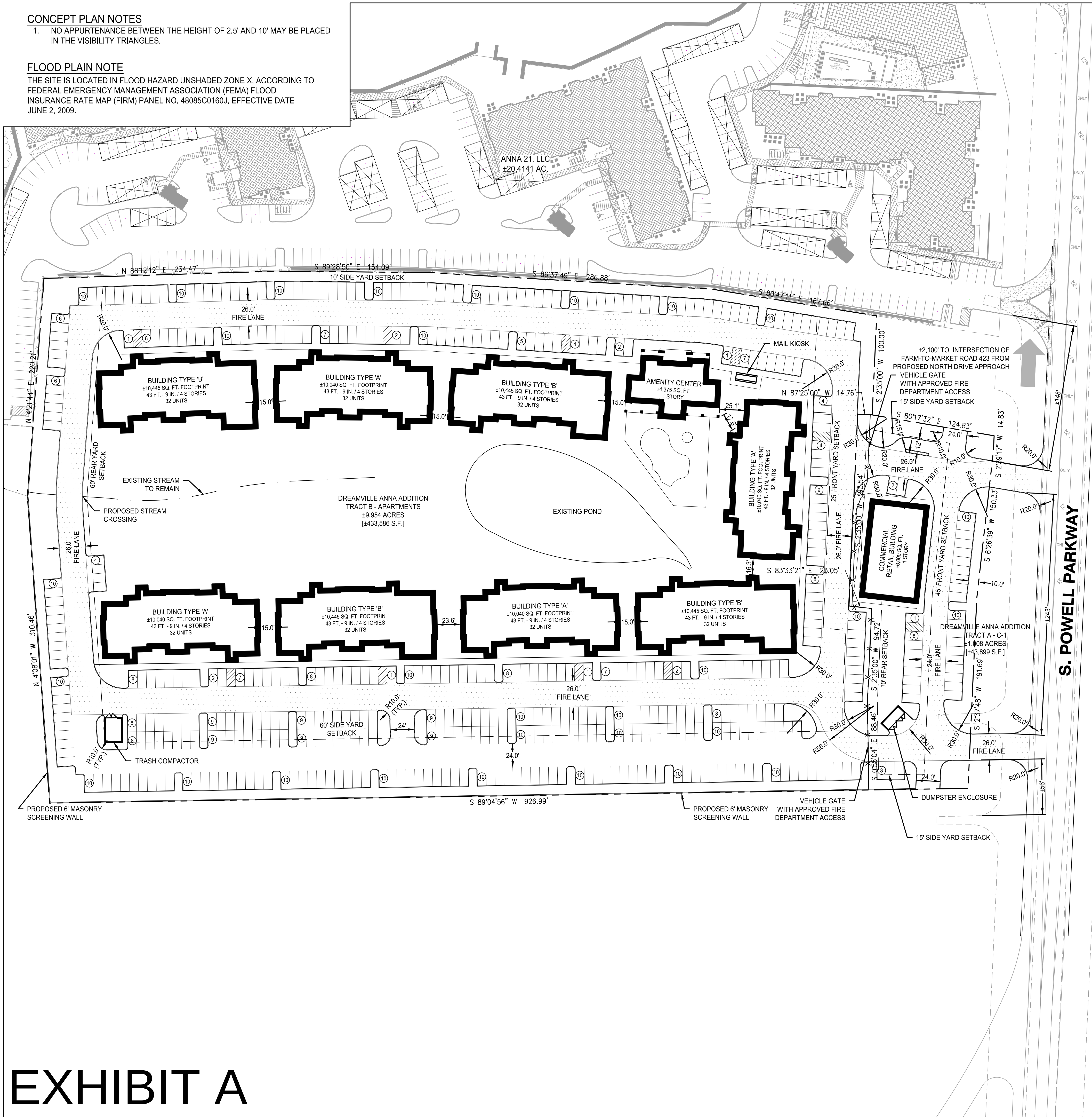


CONCEPT PLAN NOTES

1. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.

FLOOD PLAIN NOTE

THE SITE IS LOCATED IN FLOOD HAZARD UNSHADED ZONE X, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT ASSOCIATION (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48085C0160J, EFFECTIVE DATE JUNE 2, 2009.

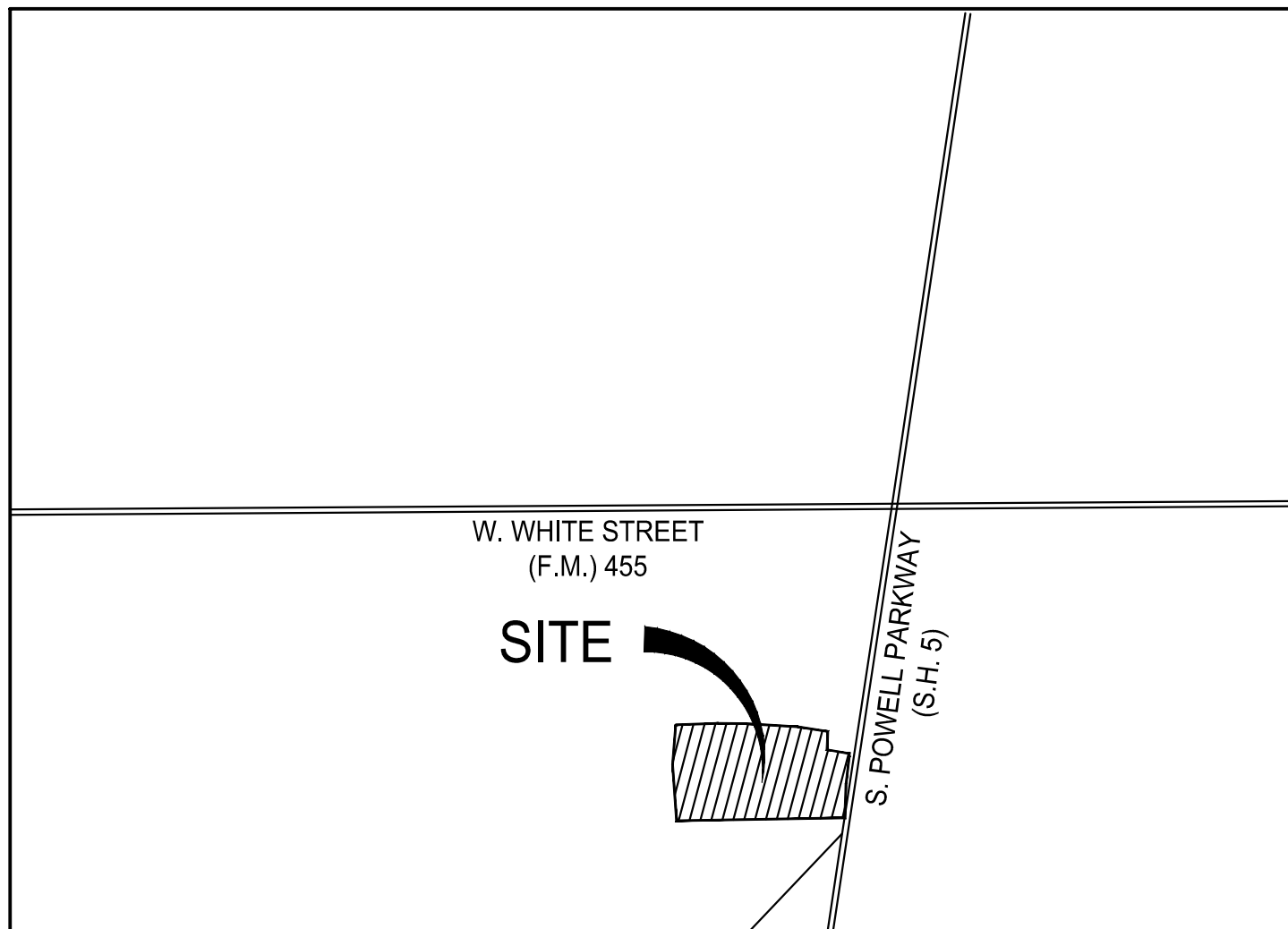


LEGEND

- X — FENCE
- ▨ FIRE LANE
- ⑩ PARKING SPACE COUNT (TYP.)

SITE SUMMARY TABLE

| Item                                                                             | Lot 1                                                          |
|----------------------------------------------------------------------------------|----------------------------------------------------------------|
| <strong>General Site Data</strong>                                               |                                                                |
| Zoning                                                                           | PD                                                             |
| Land Use (from Zoning Ordinance)                                                 | Multiple Family Residential General Commercial                 |
| Lot Area (square feet & acres)                                                   | 1,312,492 sf [30.13 ac.]                                       |
| Building Footprint Area (square feet)                                            | 92,315 sf                                                      |
| Total Building Area (square feet)                                                | 338,135 sf                                                     |
| Building Height (# of stories)                                                   | 4 stories                                                      |
| Building Height (feet - distance to tallest building element)                    | 43'-9"                                                         |
| Lot Coverage (percent - x.xx%)                                                   | 19.30%                                                         |
| <strong>Multifamily Units</strong>                                               |                                                                |
| Studio (Efficiency)                                                              | 0                                                              |
| 1-Bedroom                                                                        | 64                                                             |
| 2-Bedroom                                                                        | 160                                                            |
| 3-Bedroom                                                                        | 32                                                             |
| Total Unit Count                                                                 | 256                                                            |
| <strong>Parking</strong>                                                         |                                                                |
| Parking Ratio (from Zoning Ordinance)                                            | Residential: 1.5 per 1 bedroom unit<br>+ 2 per 2+ bedroom unit |
| Required Parking (# of spaces)                                                   | 480                                                            |
| Required Covered Parking (# of spaces)                                           | 10% = 48                                                       |
| Provided Parking (# of spaces)                                                   | 480                                                            |
| Provided Covered Parking (# of spaces)                                           | 48                                                             |
| Accessible Parking Required (# of spaces)                                        | 9                                                              |
| Accessible Parking Provided (# of spaces)                                        | 9                                                              |
| <strong>Landscape Area (including turf areas)</strong>                           |                                                                |
| Required internal landscape area (square feet - 8 square feet per parking space) | 3,840 sf                                                       |
| Additional interior landscape area provided (square feet)                        | 2,460 sf                                                       |
| Total Landscape Area (square feet)                                               | 236,036 sf                                                     |



LOCATION MAP

(NOT TO SCALE)

CONCEPTUAL SITE PLAN  
DREAMVILLE ANNA  
BLOCK A, LOT 1  
±10.962-ACRE TRACT OF LAND

OUT OF THE  
G. STARK SURVEY, ABSTRACT NO. 798  
CITY OF ANNA, COLLIN COUNTY, TEXAS

DATE: MARCH 21, 2022

|                                                                                                                    |                                                                                                                                                      |                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| OWNER<br>ANNA VILLAGE, LLC<br>2708 WRANGLER LANE<br>SACHSE, TX 75048<br>PHONE: 214.842.8075 x203<br>ALVING JOHNSON | ENGINEER / PREPARER<br>COLE DESIGN GROUP<br>6175 MAIN STREET<br>SUITE 367<br>FRISCO, TEXAS 75034<br>PHONE: 469.880.7910<br>DYLAN T. BLACKSHEAR, P.E. | SURVEYOR<br>COLE DESIGN GROUP<br>6175 MAIN STREET<br>SUITE 367<br>FRISCO, TEXAS 75034<br>PHONE: 940.440.2698<br>DANIEL L. JACKSON, RPLS |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

DEVELOPER/OWNER:

ANNA VILLAGE, LLC  
2708 WRANGLER LANE  
SACHSE, TX 75048  
PHONE (214) 842-8075 x203

This document is released for the purpose of preliminary review under the authority of DYLAN T. BLACKSHEAR, P.E. No. 117571 date: 3/21/22. It is not to be used for bidding, permitting or construction purposes.

DREAMVILLE ANNA  
1300 S. POWELL PARKWAY  
CITY OF ANNA, TEXAS

CONCEPT PLAN

+ DALLAS  
Frisco Square  
6175 Main Street  
Suite 367  
Frisco, TX 75034  
www.colearch.com

**cole**

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE  
/ GIS / ADA TRANSITION PLANNING  
Texas Board of Professional Engineers and Land Surveyors  
Registration #10198871  
Civil & Landscape Architecture License #10198871

|                |           |
|----------------|-----------|
| DESIGN/CALC BY | DTB       |
| DRAWN BY       | DTB       |
| CHECKED BY     | DTB       |
| DRAWING SCALE  | 1" = 50'  |
| DATE           | 3/21/2022 |

Job Number  
22-037

Sheet Number  
EXH.01

EXHIBIT A





Item No. 7.h.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Ross Altobelli

**AGENDA ITEM:**

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5 from SF-E Single-Family Residential - Large Lot to Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial with modified development standards and SF-20 Single-Family Residence. (Director of Development Services Ross Altobelli)

**SUMMARY:**

The applicant has requested City Council table the public hearing request until a future meeting date. See attached letter dated April 20, 2022.

The next three (3) City Council meetings are:

Tuesday, May 10th at 6:30PM  
Tuesday, May 24th at 6:30PM  
Tuesday, June 14th at 6:30PM

**FINANCIAL IMPACT:**

N/A

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

Recommend the City Council accept the applicants request to table the public hearing to a future meeting date.

**ATTACHMENTS:**

1. Hager Ranch Locator Map
2. Hager-Ranch-Tabling-Request - 4-20-22

**APPROVALS:**

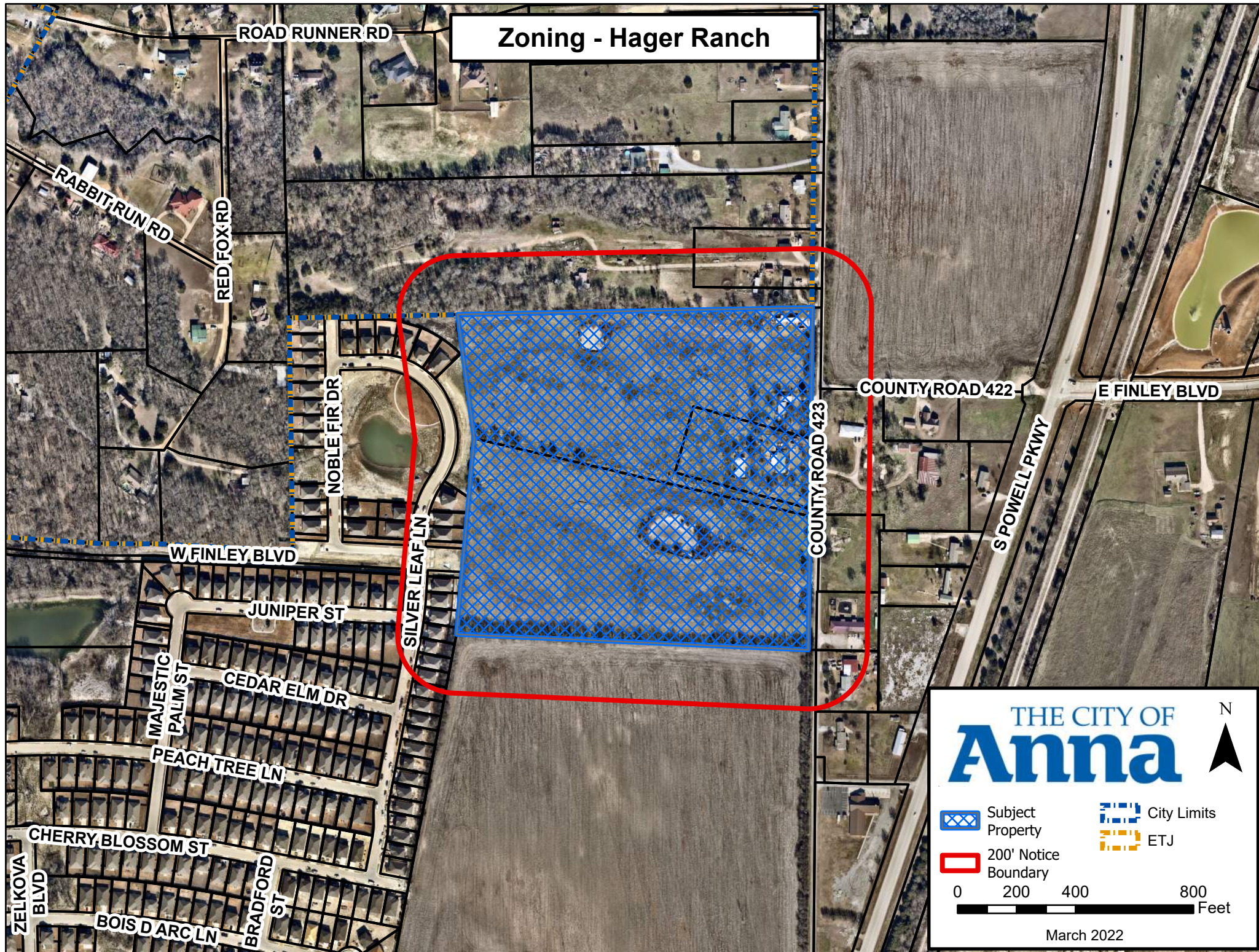
Ross Altobelli, Director of Development Services  
Jim Proce, City Manager

Created/Initiated - 4/21/2022  
Final Approval - 4/21/2022

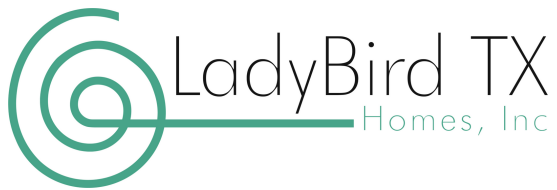




# Zoning - Hager Ranch







RECEIVED  
April 20, 2022  
PLANNING & DEVELOPMENT  
CITY OF ANNA

Good Afternoon, Mr. Altobelli.

April 20, 2022

Thank you and your staff for your support guiding the Hager Ranch zoning petition and conceptual site plan through entitlements with the City of Anna. We are requesting to table and leave the public hearing open for the Hager Ranch zoning petition and conceptual site plan scheduled for the Tuesday, April 26, 2022, city council agenda. We would like to work with staff and council in providing a product that all sides will support.

Please feel free to contact me if there are any questions or a need for additional information.

Regards,

Vamsi Gali

Senior Managing Partner

Ph: 972-914-1669

Cell: 614-787-8012

Email: [vgali@ladybirdtxhomes.com](mailto:vgali@ladybirdtxhomes.com)



Item No. 7.i.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Alan Guard

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution accepting the FY 2021 Audit Report. (Finance Director Alan Guard)

**SUMMARY:**

The City is currently in the third year of a two to five year contract with the accounting firm Weaver and Tidwell, LLP to prepare the audit and Annual Comprehensive Financial Report (the Annual Report). A final copy of the Annual Report will be provided at the Council meeting. Weaver has drafted a letter to address Council attached as Exhibit 2. A Resolution to take action to accept the audit report is presented to Council.

**FINANCIAL IMPACT:**

NA

**STRATEGIC CONNECTIONS:**

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

**GOAL 4 - A HIGH PERFORMING, PROFESSIONAL CITY**

**STAFF RECOMMENDATION:**

Staff recommends approval of the Resolution accepting the FY 2021 audit report.

**ATTACHMENTS:**

1. Resolution Accepting the FY 2021 Audit Report
2. Anna 2021 Report - draft

**APPROVALS:**

Alan Guard, Finance Director  
Jim Proce, City Manager

Created/Initiated - 4/19/2022  
Final Approval - 4/21/2022

**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING THE FISCAL YEAR 2021 FINANCIAL AUDIT OF THE CITY OF ANNA.**

**WHEREAS**, the City of Anna, Texas ("the City") is committed to principles and practices of open and fair government that honor the public trust; and

**WHEREAS**, Article 7 Section 7.18 of the City's Home-Rule Charter ("the Charter") requires an annual independent audit of all accounts of the City by a certified public accountant.

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

**Section 1. Recitals Incorporated.**

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

**Section 2. Audit Accepted**

The City Council has hereby accepted the FY 2021 audit attached hereto as Exhibit 1.

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas, on this the 26<sup>th</sup> day of April 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
Carrie L. Land, City Secretary

\_\_\_\_\_  
Nate Pike, Mayor



# Annual Comprehensive Financial Report

## For Fiscal Year Ended September 30, 2021

The City of Anna  
111 N. Powell Parkway, Anna, TX 75409  
972-924-3325  
[www.annatexas.gov](http://www.annatexas.gov)





# THE CITY OF **Anna**

# **City of Anna, Texas**

## **Annual Comprehensive Financial Report For the Fiscal Year Ended September 30, 2021**

**Prepared by**

The Finance Department

# THE CITY OF **Anna**

**City of Anna, Texas**  
Annual Comprehensive Financial Report  
For the Fiscal Year Ended September 30, 2021  
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# Introductory Section

# THE CITY OF **Anna**



April 26, 2022

To the Honorable Mayor and City Council, City Manager,  
Citizens of the City of Anna:

The Annual Comprehensive Financial Report (ACFR) of the City of Anna, Texas, for the fiscal year ended September 30, 2021 including the independent auditor's report, is hereby submitted in accordance with the provisions of Section 10.3 of the City Charter. Also, state law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with the generally accepted accounting principles (GAAP) and audited in accordance with generally accepted audited standards by an independent firm of licensed public accountants. This report is published to fulfill those requirements for the fiscal year ended September 30, 2021.

This report is published to provide the Mayor and City Council, city staff, our citizens, representatives of financial institutions, our bondholders and other interested parties with detailed information concerning the financial condition and activities of the City. Responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. Because the cost of internal controls should not outweigh their benefits, the City of Anna's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute assurance, that the financial statements will be free from material misstatement.

The City of Anna's financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2021, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor's report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis to accompany the basic financial statements. This letter of transmittal is designed to complement MD&A and should be read in conjunction with it.

## **Profile of the City**

The City of Anna, incorporated in 1913, is located in north central Collin County on U.S. 75, State Highway 5, and State Highway 121, about 40 miles north of Dallas, and is one of the fastest growing cities in the Dallas/Fort Worth Metroplex. The City currently occupies a land area of approximately 15.6 square miles and services approximately 17,814 residents. The City of Anna is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing body.

The City of Anna operates under a home rule charter adopted in 2005, with a Council-Manager form of government. Policy-making and legislative authority are vested in the City Council consisting of the Mayor and six Council members. The City Council is responsible for, among other things, passing ordinances, resolutions, and regulations governing the City as well as adopting the budget which serves as the foundation for financial planning and control. The City Council appoints the City Manager, who has full responsibility for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the government and appointing the heads of the various departments. The City Council also appoints the City Attorney, City Secretary, and Municipal Judge. The Council is elected on a non-partisan basis. Council members serve three-year staggered terms.

The City of Anna provides a full range of services, including police and fire protection; municipal court; parks and recreation; water and sewer services; solid waste collection/disposal; and the construction and maintenance of streets and other infrastructure. In addition, the City of Anna is also financially accountable for a legally separate economic development corporation and community development corporation, which are reported separately with the City of Anna's financial statements. Additional information on these legally separate entities can be found in the Notes to the Financial Statements. The City currently has 117.4 budgeted full-time equivalent positions.

The annual budget serves as the foundation for the City of Anna's financial planning and control. All departments of the City of Anna are required to submit a budget that would maintain current services and new requests for appropriations separately to the City Manager. The City Manager and Finance Director then use these requests as the starting point for developing a proposed budget. The City Manager and Finance Director then presents a proposed budget to Council for review no later than August 15th. The Council is required to hold public hearings on the proposed budget and to adopt the final budget no later than September 20<sup>th</sup>.

The appropriated budget is prepared by fund and department (e.g., police). The City Manager may authorize transfers of appropriations within a department and between departments within a fund and within major line-item categories. Increases or decreases of appropriations to a fund, however, require special approval of the City Council in the form of an Ordinance formally amending the adopted budget.

Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund, this

comparison is presented as part of the basic financial statement for the governmental funds. For other governmental funds with appropriated annual budgets, this comparison is presented in the governmental fund subsection of the report.

### **Factors Affecting Financial Condition**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Anna operates.

### **Local Economy**

The City of Anna's economic outlook continues to improve due to the overall improvement in the economy and continued residential and commercial growth. This is evidenced by local economic indicators such as a significant increase in tax appraisal values, the increase in residential building permits, and continued sales tax growth. Residential construction activity remains strong in the City of Anna. In FY 2021, the City received 1,125 single family building permit applications. In addition, Starbucks, Whataburger, Chick-fil-a, Salsa Tex Mex, Sunview Café, a surgery center, and a free-standing emergency room opened in FY 2020.

The Anna Economic Development Corporation (EDC) works in cooperation with the Community Development Corporation to coordinate efforts that expand the city's business tax base with a focus on creating primary jobs within the City of Anna. The corporations have provided incentives that resulted in much of the retail development that has occurred in Anna since 2008. The EDC was instrumental in recruiting Brookshires Grocery Company, CVS pharmacy, McDonalds, and Walmart. The EDC owns and operates Inc-Cube, a small business incubator located in our downtown. The corporations cooperatively purchased an 85-acre tract of land at the northeast corner of State Highway 5 and the Collin County Outer Loop with the intent of developing a business park.

Anticipated growth is expected to continue for the north Collin County region. This has improved the overall connectivity and mobility to and within Anna, but also will bring continued growth and new development.

### **Long –Term Financial Planning**

The City's fund balance/operating position concept continues to be an important factor in policy decisions. The City's Financial Policy states that the City's target unassigned fund balance is an amount equal or greater than 40% of annual general fund operating expenditures. The City's ending unassigned fund balance for fiscal year 2021 reflected a fund balance of 50.0% of total expenditures, well above the stated goal. These resources allow the City to avoid disruptions in services during economic downturns and to ensure that there will adequate liquid resources to serve as a financial cushion against the potential shock of unanticipated events.



## Major Initiatives

At the end of the 2020-21 fiscal year, the City of Anna had a number of major projects in progress. The City Council and City staff continue to work to ensure completion of ongoing projects that will provide infrastructure improvements to the City of Anna. During 2020-21, the City met with governmental partners including Collin County, TxDOT and the North Central Texas Council of Governments (NCTCOG) to review the City's transportation priorities and to discuss opportunities to partner on future projects. City staff has been holding quarterly meetings with TxDOT to discuss transportation needs throughout the City. The City also continues to use developer incentives/agreements to improve other critical roadways within the City.

In FY 2021, the City issued \$8.56 million in general obligation bonds to construct new City facilities. Additional City facilities are needed in order to continue to expand, provide quality services to the citizens, as approved by the voters in a May 2021 bond referendum. The new fire station will be built on the west side of US-75 to serve new residential and commercial growth on that side of the freeway. A new library/community center will be constructed as part of the municipal campus adjacent to City Hall and Fire Station #1 to help anchor the new downtown. This was accomplished while decreasing the overall tax rate for FY 2022. The debt service portion of the tax rate was set at 0.116869 and the operations and maintenance portion of the tax rates was reduced from 0.467053 down to 0.452631. This reduction in the property tax rate was accomplished through planning, a sound financial plan, and growth in the overall property tax base. The City continues to be less reliant on residential property taxes as sales tax revenues continue to increase and the City broadens its commercial tax base.

Additional information related to the capital improvement projects and funding for those improvements is located in the Five-Year Capital Improvements Plan located in the City's annual budget book.

## Other Information

**Fund Accounting:** The City's accounting system is organized and operated on a "fund basis." Each fund is a distinct, self-balancing entity. A description of the various major funds and fund types is contained in the Notes of the financial statements. A description of each individual non-major fund is contained at the beginning of its related combined financial statement.

**Basis of Accounting:** The City's accounting records for all governmental funds are maintained on the modified accrual basis of accounting. This method recognizes revenue when it is measurable and available and expenditures when goods or services are received. All proprietary funds are accounted for using the accrual basis of accounting; revenue is recognized when it is earned, and expenses are recognized when they are incurred.

**Internal Control:** Management of the City is responsible for establishing and maintaining an internal control structure. This structure is designed to provide reasonable, but not absolute, assurance that: (1) City assets are protected from loss, theft or misuse; and (2) City financial records and data are accurate and reliable. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived from it, and that the evaluation of cost and benefits requires estimates and judgments by management.

**Budgetary Control:** Each year, on or before September 20<sup>th</sup>, the City Council adopts an annual operating budget for the ensuing fiscal year. The operating budget includes anticipated revenues and expenditures for the General Fund, Special Revenue Funds, the Debt Service Fund, and Proprietary Funds. The budget is a planning device that defines the type, quality, and quantity of City goods and services that will be provided to our citizens. The budget is also a control device that serves as a system of "checks and balances" between levels of City government. The budgetary system ensures that individual departments contain their expenditures within limitations set by the City management, and that City management contains expenditures for the entire City within limitations set by the City Council. After adoption, the City Manager may authorize transfers of appropriations within a department and between departments within a fund and within major line-item categories. Increases or decreases of appropriations to a fund; however, require special approval of the City Council in the form of an Ordinance formally amending the adopted budget.

### **Acknowledgements**

The presentation of this report could not have been accomplished without the efficient and dedicated services of the entire staff of the Finance Department and all department head directors. We would like to express our appreciation to all members of the departments who assisted and contributed to the preparation of this report. We would also like to thank the Mayor and the City Council for their continued interest and support for maintaining the highest standards of professionalism in the management of the City of Anna financial operations.

Furthermore, the work of the independent auditors from Weaver and Tidwell, L.L.P., is greatly appreciated.

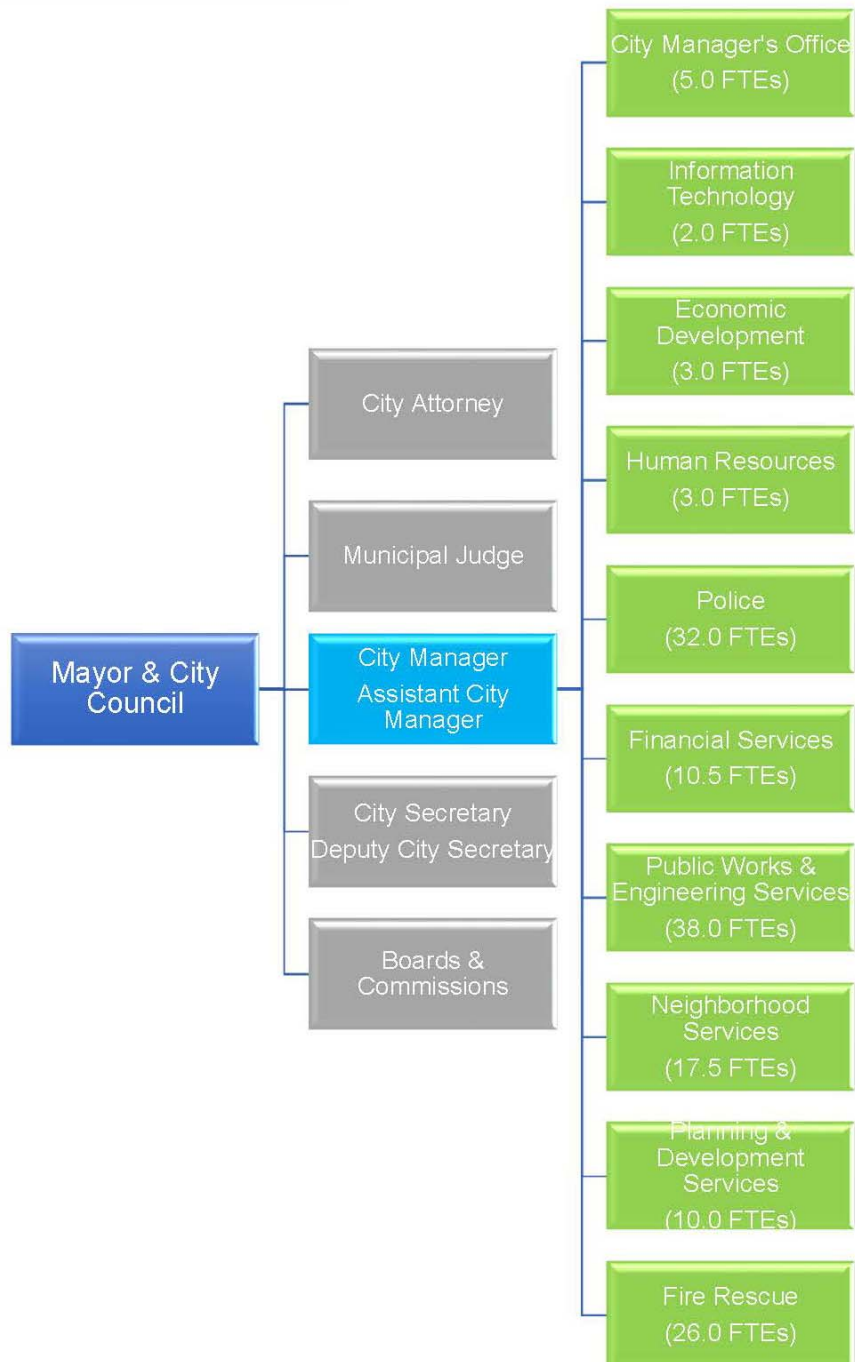
Respectfully submitted,

Alan Guard  
Finance Director

**CITY OF ANNA**  
**ORGANIZATION CHART**

---

City of Anna, Texas  
City Officials Organization Chart



**City of Anna, Texas**  
Elected Officials and Management  
September 30, 2021

City Council

|                |                                |
|----------------|--------------------------------|
| Nate Pike      | Mayor                          |
| Kevin Toten    | Place 1                        |
| Josh Vollmer   | Place 2 – Deputy Mayor Pro-Tem |
| Stan Carver II | Place 3                        |
| Randy Atchley  | Place 4                        |
| Danny Ussery   | Place 5                        |
| Lee Miller     | Place 6 - Mayor Pro-Tem        |

Management

|                        |                                   |
|------------------------|-----------------------------------|
| Jim Proce, ICMA-CM     | City Manager                      |
| Ryan Henderson         | Assistant City Manager            |
| Clark McCoy            | City Attorney                     |
| Carrie Land            | City Secretary                    |
| Alan Guard             | Finance Director                  |
| Terri Doby             | Budget Manager                    |
| Dean Habel             | Chief of Police                   |
| Ray Isom               | Fire Chief                        |
| Greg Peters, PE        | Director of Public Works          |
| Ross Altobelli         | Director of Development Services  |
| Stephanie Beitelschies | Director of Human Resources       |
| Joey Grisham           | Economic Development Director     |
| Marc Marchand          | Director of Neighborhood Services |

# THE CITY OF **Anna**



# Financial Section

# THE CITY OF **Anna**

## **Independent Auditor's Report**

The Honorable Mayor  
and Members of the City Council of the  
City of Anna, Texas

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Anna, Texas (the City), as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

The Honorable Mayor  
and Members of the City Council of the  
City of Anna, Texas

## Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Anna, Texas, as of September 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Matters

### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, Statistical Section and Combining and Individual Fund Statements and Schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Fund Statements and Schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

The Honorable Mayor  
and Members of the City Council of the  
City of Anna, Texas

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 26, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

(Firm Name)

Dallas, Texas  
April 26, 2022



# THE CITY OF **Anna**

## Management's Discussion and Analysis

As management of the City of Anna, Texas (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information contained in this report.

### Financial Highlights

- The City's total combined net position was \$169,078,503 at September 30, 2021. Of this, \$13,788,541 (unrestricted net position) may be used to meet the City's ongoing obligations to its citizens and creditors.
- The City had an overall increase in net position of \$49,477,530. The increase is primarily a result of \$13,181,867 of capital grants and contributions.
- On a government-wide basis, the City's total liabilities increased by \$9,438,482. The increase in liabilities is primarily a result of increased payables due to contractors for PID capital projects.
- At the close of the current fiscal year, the City's governmental funds reported combined fund balances of \$44,425,943 an increase of \$5,310,452. This increase is largely due to an increase in capital projects expenditures.
- As of the end of the year, the unassigned fund balance of the General Fund was \$6,545,930 or 50% of total General Fund expenditures.

### Overview of the Financial Statements

The discussion and analysis provided here is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

### Government-Wide Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred inflows of resources, deferred outflows of resources, liabilities, and net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other non-financial factors, such as the City's property tax base and the condition of the City's infrastructure, need to be considered in order to assess the overall health of the City.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, culture and recreation, and economic development. The business-type activities of the City include water, sewer, and sanitation operations.

## FUND FINANCIAL STATEMENTS

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and a fiduciary fund.

### Governmental Funds

*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains thirteen individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, Capital Projects Fund, Debt Service Fund, PID Capital Projects Fund, and Grant Fund, which are all considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in a separate section of the report.

The City adopts an annual appropriated budget for its General Fund and Debt Service Fund. General Fund budget amendments decreased revenue by \$612,758 and expenditures by \$701,599. The decrease in revenues was related to increases in property taxes, sales taxes and license and permit fees. These amounts were originally budgeted lower due to the pandemic. The decrease in expenditures was primarily due to increased public safety costs associated with the response to the pandemic.

### Proprietary Funds

The City's proprietary fund is an enterprise funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses an enterprise fund to account for its water, sewer, and sanitation operations. All activities associated with providing such services are accounted for in this fund, including administration, operation, maintenance, debt service, capital improvements, meter maintenance, billing and collection. The City's intent is that costs of providing the services to the general public on a continuing basis is financed through user charges in a manner similar to a private enterprise.

Proprietary financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Utility Fund, which is considered to be a major fund of the City.

### **Fiduciary Funds**

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is like that used for proprietary funds. The City has one fiduciary fund, the PID Custodial Fund.

### **Component Units**

The City maintains the accounting and financial statements for two component units. The Anna Economic Development Corporation and Anna Community Development Corporation are discretely presented component units.

### **Notes to Financial Statements**

The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements.

### **Other Information**

In addition to the basic financial statements, MD&A, and accompanying notes, this report also presents certain Required Supplementary Information (RSI). The required RSI includes a budgetary comparison schedule for the General Fund, schedule of changes in the net pension liability and related ratios, schedule of employer contributions for the Texas Municipal Retirement System (TMRS), schedule of changes in the Total OPEB liability and related ratios, and schedule of OPEB contributions for TMRS. Because the City did not budget for the major special revenue fund, Grant Fund, there is not a budget in RSI related to it. RSI can be found after the basic financial statements.

## **GOVERNMENT-WIDE FINANCIAL ANALYSIS**

As noted previously, net position may serve over time as a useful indicator of the City's financial position. For the City of Anna, net position was \$169,078,503 as of September 30, 2021, in the primary government.

The largest portion of the City's net position, \$107,759,557, reflects its investments in capital assets (e.g., land, park improvements, buildings, furniture and fixtures, streets, drainage, machinery and equipment, etc.), less any debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities.

The following table reflects the condensed Statement of Net Position:

|                                  | Governmental<br>Activities |                            | Business-Type<br>Activities |                            | Total<br>Primary Government |                             |
|----------------------------------|----------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|-----------------------------|
|                                  | 2021                       | 2020                       | 2021                        | 2020                       | 2021                        | 2020                        |
| Current and other assets         | \$53,315,260               | \$16,629,369               | \$30,956,222                | \$ 7,454,522               | \$ 84,271,482               | \$ 24,083,891               |
| Restricted assets                | 211,624                    | 27,731,974                 | 825,513                     | 13,578,283                 | 1,037,137                   | 41,310,257                  |
| Capital assets, net              | <u>96,862,712</u>          | <u>62,282,553</u>          | <u>63,059,041</u>           | <u>56,968,521</u>          | <u>159,921,753</u>          | <u>119,251,074</u>          |
| Total assets                     | 150,389,596                | 106,643,896                | 94,840,776                  | 78,001,326                 | 245,230,372                 | 184,645,222                 |
| Deferred outflows of resources   | 923,867                    | 799,800                    | 325,312                     | 316,144                    | 1,249,179                   | 1,115,944                   |
| Current liabilities              | 7,334,140                  | 5,318,463                  | 2,533,418                   | 2,513,461                  | 9,867,558                   | 7,831,924                   |
| Noncurrent liabilities           | <u>44,094,467</u>          | <u>35,812,494</u>          | <u>21,299,860</u>           | <u>22,178,985</u>          | <u>65,394,327</u>           | <u>57,991,479</u>           |
| Total liabilities                | 51,428,607                 | 41,130,957                 | 23,833,278                  | 24,692,446                 | 75,261,885                  | 65,823,403                  |
| Deferred inflows of resources    | 2,079,606                  | 265,350                    | 59,557                      | 71,440                     | 2,139,163                   | 336,790                     |
| Net position:                    |                            |                            |                             |                            |                             |                             |
| Net investment in capital assets | 65,539,991                 | 49,605,921                 | 41,835,760                  | 35,210,562                 | 107,375,751                 | 84,816,483                  |
| Restricted                       | 18,307,860                 | 7,417,666                  | 825,513                     | 13,578,283                 | 19,133,373                  | 20,995,949                  |
| Unrestricted                     | <u>13,957,399</u>          | <u>9,023,802</u>           | <u>28,611,980</u>           | <u>4,764,739</u>           | <u>42,569,379</u>           | <u>13,788,541</u>           |
| <b>Total net position</b>        | <b><u>\$97,805,250</u></b> | <b><u>\$66,047,389</u></b> | <b><u>\$71,273,253</u></b>  | <b><u>\$53,553,584</u></b> | <b><u>\$169,078,503</u></b> | <b><u>\$119,600,973</u></b> |

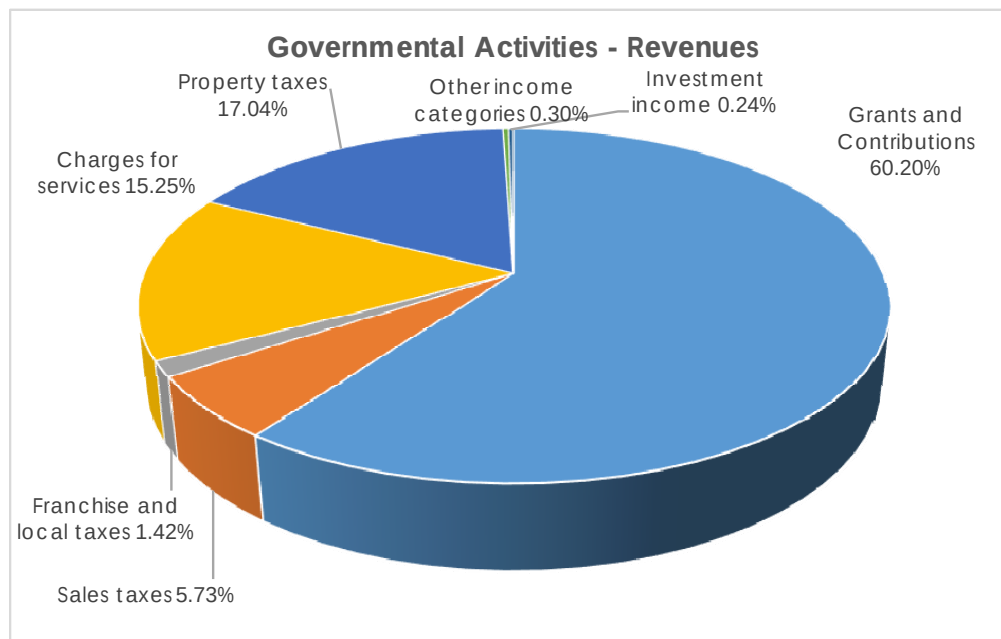
### **Statement of Activities:**

The following table provides a summary of the City's changes in net position:

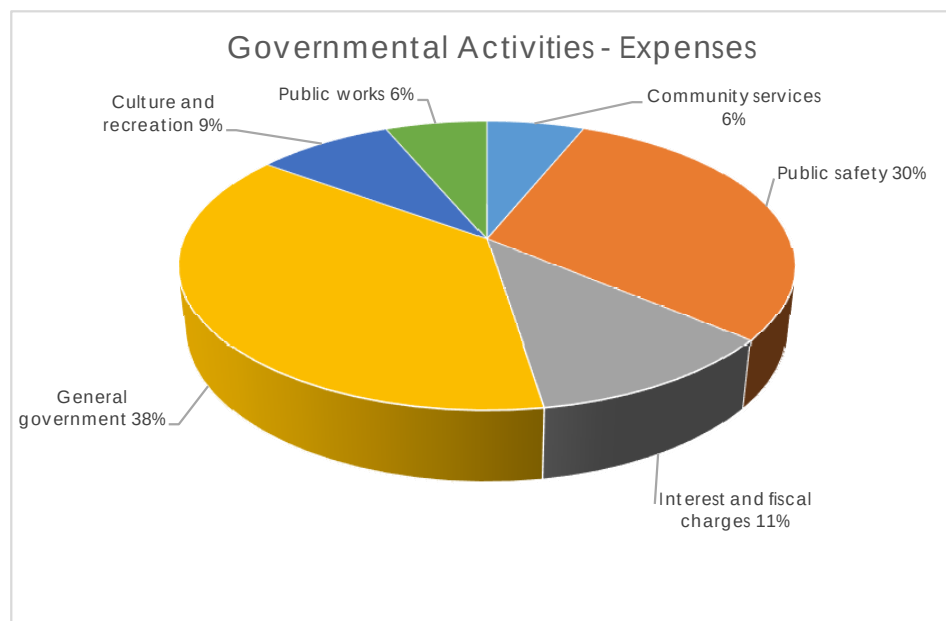
|                                            | Governmental<br>Activities |                            | Business-type<br>Activities |                            | Total<br>Primary Government |                             |
|--------------------------------------------|----------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|-----------------------------|
|                                            | 2021                       | 2020                       | 2021                        | 2020                       | 2021                        | 2020                        |
| Revenues:                                  |                            |                            |                             |                            |                             |                             |
| Program revenues:                          |                            |                            |                             |                            |                             |                             |
| Charges for services                       | \$ 7,799,632               | \$ 5,271,759               | \$23,356,512                | \$15,852,302               | \$ 31,156,144               | \$ 21,124,061               |
| Operating grants and contributions         | 527,376                    | 616,207                    | -                           | -                          | 527,376                     | 616,207                     |
| Capital grants and contributions           | 30,267,739                 | 13,181,867                 | 7,732,066                   | 6,716,462                  | 37,999,805                  | 19,898,329                  |
| General revenues:                          |                            |                            |                             |                            |                             |                             |
| Property taxes                             | 8,714,860                  | 7,929,530                  | -                           | -                          | 8,714,860                   | 7,929,530                   |
| Sales taxes                                | 2,929,876                  | 2,271,318                  | -                           | -                          | 2,929,876                   | 2,271,318                   |
| Franchise and local taxes                  | 726,006                    | 657,331                    | -                           | -                          | 726,006                     | 657,331                     |
| Investment income                          | 123,643                    | 568,920                    | 93,145                      | 175,248                    | 216,788                     | 744,168                     |
| Other revenue                              | 62,859                     | 70,560                     | -                           | -                          | 62,859                      | 70,560                      |
| Gain on sale of assets                     | -                          | 20,111                     | -                           | -                          | -                           | 20,111                      |
| Total revenues                             | 51,151,991                 | 30,587,603                 | 31,181,723                  | 22,744,012                 | 82,333,714                  | 53,331,615                  |
| Expenses:                                  |                            |                            |                             |                            |                             |                             |
| General government                         | 7,277,358                  | 2,669,302                  | -                           | -                          | 7,277,358                   | 2,669,302                   |
| Public safety                              | 5,813,515                  | 5,074,735                  | -                           | -                          | 5,813,515                   | 5,074,735                   |
| Culture and recreation                     | 1,668,788                  | 1,172,862                  | -                           | -                          | 1,668,788                   | 1,172,862                   |
| Public works                               | 1,231,923                  | 3,176,361                  | -                           | -                          | 1,231,923                   | 3,176,361                   |
| Community services                         | 1,190,230                  | 1,280,415                  | -                           | -                          | 1,190,230                   | 1,280,415                   |
| Interest and fiscal charges                | 2,212,316                  | 1,258,204                  | -                           | -                          | 2,212,316                   | 1,258,204                   |
| Water, sewer, & sanitation                 | -                          | -                          | 13,462,054                  | 11,152,513                 | 13,462,054                  | 11,152,513                  |
| Total expenses                             | <u>19,394,130</u>          | <u>14,631,879</u>          | <u>13,462,054</u>           | <u>11,152,513</u>          | <u>32,856,184</u>           | <u>25,784,392</u>           |
| Change in net position<br>before transfers | 31,757,861                 | 15,955,724                 | 17,719,669                  | 11,591,499                 | 49,477,530                  | 27,547,223                  |
| Transfers                                  | -                          | (326,387)                  | -                           | 326,387                    | -                           | -                           |
| Total transfers                            | -                          | (326,387)                  | -                           | 326,387                    | -                           | -                           |
| Change in net position                     | 31,757,861                 | 15,629,337                 | 17,719,669                  | 11,917,886                 | 49,477,530                  | 27,547,223                  |
| Net position, beginning                    | 66,047,389                 | 50,418,052                 | 53,553,584                  | 41,635,698                 | 119,600,973                 | 92,053,750                  |
| <b>Net position, ending</b>                | <b><u>\$97,805,250</u></b> | <b><u>\$66,047,389</u></b> | <b><u>\$71,273,253</u></b>  | <b><u>\$53,553,584</u></b> | <b><u>\$169,078,503</u></b> | <b><u>\$119,600,973</u></b> |



Graphic presentations of selected data from the summary tables are displayed below to assist in the analysis of the City's activities.



For the year ended September 30, 2021, revenues from governmental activities totaled \$51,151,991. Capital grants and contributions, property taxes, and charges for services are the City's largest revenue sources. Capital grants and contributions increased by \$17,085,872 or 59% when compared to prior year mainly due to an increase in contributed capital relating to **streets and drainage**. Property taxes increased by \$785,330 or 17% due to an increase in **overall assessed property values**. Charges for services increased by \$2,527,873 or 15% mainly due to an increase in **insert response**. The following graph shows the governmental function expenses of the City:



For the year ended September 30, 2021, expenses for governmental activities totaled \$19,394,130. This represents an increase of \$4,762,251 or 33% from the prior year. **The City's largest increase was in public safety and totaled \$ or 28%, due to costs associated with Covid-19 pandemic response.**

Interest and fiscal charges increased \$954,112, or 11%, due to increased interest payments on bonds payable.

Business-type activities are shown comparing operating costs to revenues generated by related services.

For the year ended September 30, 2021, charges for services by business-type activities totaled \$23,356,512. This is an increase of \$7,504,210 or 48% from the previous year. This increase in revenues is directly related to an increase in water (2.36%) and sewer rates (25.77%) and a normal year of rainfall, as opposed to the “wet” year experienced in FY 2019, when water consumption was less than anticipated. Expenses totaled \$13,462,054, which was an increase of \$2,309,541, or 33% due to fewer inflow and infiltration issues the City has experienced than in previous years. The Public Works Department completed several I&I projects during FY 2020 to aid in resolving these issues. The City will continue to complete I&I projects in FY 2021 in order to minimize the amount of rainfall the City is treating through the City’s sewer system.

## FINANCIAL ANALYSIS OF THE CITY’S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds - The focus of the City’s governmental funds is to provide information of near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City’s net resources available for spending at the end of the year.

As of September 30, 2021, the General Fund reflected a total fund balance of \$6,572,245. Of this, \$13,354 is considered restricted for parks. Unassigned fund balance totaled \$6,545,930 as of year-end. The General Fund saw a significant increase in property taxes when compared to the prior year. This directly relates to the addition of new properties to the tax roll, as well as an increase in property values.

The Capital Projects Fund had an ending fund balance of \$19,489,087 at year-end or a decrease of \$5,648,523 due to an increase in payments for current capital projects, primarily the new fire station and City Hall.

The Debt Service Fund had an ending fund balance of \$70,105 at year-end for a decrease of \$78,334 due primarily to increase in property tax revenue.

The PID Capital Projects Fund had an ending fund balance of \$12,677,883 at year-end, an increase of \$10,110,541 from the previous year. The increase in fund balance was primarily due to increased capital projects in the current year.

The Grant Fund had an ending fund balance of \$449 at year-end, an increase of \$449 from the previous year. The fund was created in 2021.

Proprietary Funds - The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

## **CAPITAL ASSETS**

As of the end of the year, the City's governmental activities had invested \$96,862,712 in a variety of capital assets and infrastructure, net of accumulated depreciation. The City's business-type activities had invested \$63,059,041 in a variety of capital assets and infrastructure, net of accumulated depreciation.

Major capital asset events during the current year include the following:

- Construction in progress for the Municipal Complex and Fire Station totaling \$6,368,363.

More detailed information about the City's capital assets is presented in Note 5 to the financial statements.

## **LONG-TERM DEBT**

At September 30, 2021, the City had total bonds, contractual obligations, and capital leases outstanding of \$56,456,071. During the year, the City made payments on long-term debt totaling \$1,704,698. More detailed information about the City's long-term liabilities is presented in Note 6 to the financial statements.

## **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

The economy remains strong for the City of Anna and the North Texas region. The City continues to focus on economic development and working toward providing a balanced community. The City is taking a more proactive and aggressive approach to economic development with its business recruitment efforts, as well as continued development of residential housing options. In addition, the City continues to conservatively manage its budget. The fiscal year 2020-2021 budget reflects the commitment of the City Council and staff to focus on enhancing the quality of existing services to our neighbors and respond to our city's continuing growth and development, while maintaining a strong financial position.

Since property values stabilized in 2013 following the 2008-2011 housing recession, the City has continued to see healthy increases in the value of existing properties. For the tax year 2019, the City saw existing property values increase just over 10% and \$73,451,007 in new value was added to the tax roll. Again, for the 2020 tax year, the City saw existing property values increase just over 15% and \$170,065,263 in new value was added to the tax roll. We remain cautiously optimistic that we will experience modest, but slowing, appreciation in the value of existing properties and additional value will continue to be added to the tax roll, as a result of new residential and commercial construction in the near term. In FY 2020, Chick-fil-A, Whataburger, Starbucks, a surgery center and a free-standing emergency room was completed. However, the City will not see the full valuation increase reflected in the property tax appraised values until FY 2021 due to the values being set in January of each year.

In preparation of the passage of Senate Bill 2, the Texas Property Tax Reform and Transparency Act of 2020, the City Council held the FY 2020 tax rate of \$.591288 per \$100 in valuation. Senate Bill 2 compresses the capability of a local government to generate revenue and provide services by lowering the tax rate a city can adopt without a mandatory election. SB 2 will also change the way property tax rates are calculated, make changes to the appraisal process, and reduce the previously called “rollback rate” of 8% to a new rate of 3.5% now called “the voter-approval rate”. This tax rate is the maximum a City can set the tax rate above the “effective tax rate”, now known as the “no-new-revenue rate”, without voter approval. This bill will tremendously impact growing cities such as Anna into the future.

As the City begins to see the impact of the reduction of the amount of property tax a city can levy, sales tax will become increasingly important for growing communities. Sales tax was up approximately 22% in FY 2020 largely due to the continued growth of retail commercial property in the City. A conservative 1.30% increase over the FY 2020 estimated total of \$3.46 million was budgeted for sales tax for FY 2021. In FY 2020, Starbucks, Chick-fil-A, Whataburger, Salsa TexMex, and Sunrise Cafe opened. Along with Walmart and people staying close home during the pandemic, the City saw the full impact of the sales tax from these retail establishments in FY 2020 and expects to see strong performance in FY 2021.

The growth in both sales tax and taxable value of real property corresponds to a significant increase in residential growth and population over the past 36 months. According to the most recent population estimates published by the North Central Texas Council of Governments, the City of Anna population as of January 1, 2020 was 16,721. However, the population is believed to be well above this estimate due to the number of new utility accounts established and single-family permits which have been issued. The City made a significant effort to reach out to its neighbors to encourage them to complete the 2020 Census to receive a more accurate population count. As a result, Anna had a response rate in excess of 60%, higher than the DFW rate and overall Texas response rate. Reflecting the City's continued high growth in population will be key to attracting additional commercial and retail businesses the City lacks and needs in order to sustain the City into the future to provide the funding for expenditures needed in a rapidly growing community.

Furthermore, with the growth in population comes a proportional increase in demand for municipal services that are funded primarily by property taxes. As stated previously, in order to fund the FY 2021 budget, the City adopted a tax rate of \$0.583 per \$100 valuation which is lower than the tax rate adopted in FY 2019. When compared with other cities in our area, the City of Anna has one of lowest per-capita property tax levies.

Rapid population growth has also resulted in significant investment over the past 10 to 15 years in the City's water and sewer system. Currently the Water and Sewer Fund holds just over \$21.5 million in outstanding debt. The City has worked closely with our financial advisors, Hilltop Securities, to develop a sound debt management plan for the Water and Sewer Fund. Over the past several years, in order to appropriately manage this debt, the City and Hilltop Securities developed a plan to take advantage of call dates and pursue advance refunding of the City's outstanding debt. Every effort has been made to minimize the present value costs to the City.

The City of Anna, along with the cities of Melissa, Van Alstyne, and Howe, belongs to a strategic alliance called the Collin Grayson Municipal Alliance (CGMA). The alliance (CGMA) purchases treated surface water from the North Texas Municipal Water District (NTMWD) through a contract with the Greater Texoma Utility Authority (GTUA). The CMGA purchases a minimum take or pay (MT/P) allocation of water through GTUA from NTMWD. Currently, each city is responsible for the percentage of the total MT/P amount that corresponds to the total amount of water each city uses.

This treated surface water supplements the City's water supply especially during the summer months when water consumption is highest. As our population has grown and water demand has increased, we have been required to increasingly supplement our well water with treated surface water. As we have forecasted consumption and production of our wells, it appears that the CGMA as a group will likely exceed the MT/P allocation in FY 2021. When this happens, MT/P amount will reset at the new consumption level, and the City of Anna will be responsible for the cost of all the water we consume above the current MT/P amount.

Due to this continued increase in water cost, treatment and transportation cost, the growing needs for infrastructure improvements and additions, as well as staffing needs for a growing community, the City worked with a water rate consultant in FY 2020. As a result, the City Council has adopted the rate model and approved a rate increase for FY 2021, as well as a long-range rate plan and capital improvement model. Actual increases will have to be approved each year by City Council as part of the annual budget process.

The City of Anna's budget continues to be impacted by both moderately strong growth and conservative fiscal management. The 2020-2021 budget reflects the efforts of the governing body and city staff to address the need to provide services to support our growing community.

## **CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide a general overview of the City of Anna's finances for all those with an interest in the City's finances. Questions concerning this report or requests for additional financial information should be directed to the City Finance Director, 101 S. Powell Parkway, Anna, Texas 75409.



# THE CITY OF **Anna**

## Basic Financial Statements

# THE CITY OF **Anna**

**City of Anna, Texas**  
**Statement of Net Position**  
**September 30, 2021**

|                                         | Primary Government         |                             |                       | Component Units     |                   |
|-----------------------------------------|----------------------------|-----------------------------|-----------------------|---------------------|-------------------|
|                                         | Governmental<br>Activities | Business-type<br>Activities | Total                 | CDC                 | EDC               |
| <b>ASSETS</b>                           |                            |                             |                       |                     |                   |
| Cash and cash equivalents               | \$ 51,883,644              | \$ 28,885,195               | \$ 80,768,839         | \$ 1,527,843        | \$ 410,041        |
| Receivables, net                        | 811,913                    | 1,929,522                   | 2,741,435             | 413,625             | 87,527            |
| Due from other governments              | 46,795                     | -                           | 46,795                | -                   | -                 |
| Internal balances                       | -                          | -                           | -                     | -                   | -                 |
| Prepays                                 | 572,908                    | -                           | 572,908               | -                   | -                 |
| Inventories                             | -                          | 141,505                     | 141,505               | -                   | -                 |
| Restricted assets:                      |                            |                             |                       |                     |                   |
| Restricted cash and cash equivalents    | 211,624                    | -                           | 211,624               | -                   | -                 |
| GTUA prepaid reserves                   | -                          | 825,513                     | 825,513               | -                   | -                 |
| Capital assets:                         |                            |                             |                       |                     |                   |
| Non-depreciable                         | 40,790,538                 | 2,819,340                   | 43,609,878            | 2,757,904           | 90,346            |
| Net depreciable capital assets          | 56,072,174                 | 60,239,701                  | 116,311,875           | -                   | 207,273           |
| Total assets                            | 150,389,596                | 94,840,776                  | 245,230,372           | 4,699,372           | 795,187           |
| <b>DEFERRED OUTFLOWS OF RESOURCES</b>   |                            |                             |                       |                     |                   |
| Deferred loss on bond refunding         | -                          | 76,579                      | 76,579                | -                   | -                 |
| Deferred outflows - pension             | 882,169                    | 237,507                     | 1,119,676             | 11,309              | -                 |
| Deferred outflows - OPEB                | 41,698                     | 11,226                      | 52,924                | 534                 | -                 |
| Total deferred outflows of resources    | 923,867                    | 325,312                     | 1,249,179             | 11,843              | -                 |
| <b>LIABILITIES</b>                      |                            |                             |                       |                     |                   |
| Accounts payable and other liabilities  | 5,815,641                  | 1,086,418                   | 6,902,059             | 50,187              | 1,814             |
| Accrued liabilities                     | 1,073,832                  | -                           | 1,073,832             | -                   | -                 |
| Accrued salaries                        | 244,446                    | 55,406                      | 299,852               | 8,092               | -                 |
| Customer deposits                       | -                          | 1,288,043                   | 1,288,043             | -                   | -                 |
| Unearned revenue                        | 3,897                      | -                           | 3,897                 | -                   | -                 |
| Due to other governments                | -                          | 9,038                       | 9,038                 | -                   | -                 |
| Accrued interest payable                | 196,324                    | 94,513                      | 290,837               | 12,596              | -                 |
| Noncurrent liabilities:                 |                            |                             |                       |                     |                   |
| Due within one year                     | 649,774                    | 1,301,412                   | 1,951,186             | 165,065             | -                 |
| Due in more than one year               | 43,444,693                 | 19,998,448                  | 63,443,141            | 2,506,025           | -                 |
| Total liabilities                       | 51,428,607                 | 23,833,278                  | 75,261,885            | 2,741,965           | 1,814             |
| <b>DEFERRED INFLOWS OF RESOURCES</b>    |                            |                             |                       |                     |                   |
| Deferred inflows - unav ailable revenue | 1,858,395                  | -                           | 1,858,395             | -                   | -                 |
| Deferred inflows - pension              | 216,026                    | 58,161                      | 274,187               | 2,770               | -                 |
| Deferred inflows - OPEB                 | 5,185                      | 1,396                       | 6,581                 | 66                  | -                 |
| Total deferred inflows of resources     | 2,079,606                  | 59,557                      | 2,139,163             | 2,836               | -                 |
| <b>NET POSITION</b>                     |                            |                             |                       |                     |                   |
| Net investment in capital assets        | 65,539,991                 | 41,835,760                  | 107,375,751           | 86,814              | 297,619           |
| Restricted for:                         |                            |                             |                       |                     |                   |
| Water and sewer improvements            | -                          | -                           | -                     | -                   | -                 |
| Capital projects                        | 17,929,656                 | -                           | 17,929,656            | -                   | -                 |
| GTUA deposits                           | -                          | 825,513                     | 825,513               | -                   | -                 |
| Culture and recreation                  | 13,354                     | -                           | 13,354                | -                   | -                 |
| Public safety                           | 364,401                    | -                           | 364,401               | -                   | -                 |
| Federal grants                          | 449                        | -                           | 449                   | -                   | -                 |
| Community and economic development      | -                          | -                           | -                     | 1,879,600           | 495,754           |
| Unrestricted                            | 13,957,399                 | 28,611,980                  | 42,569,379            | -                   | -                 |
| <b>TOTAL NET POSITION</b>               | <b>\$ 97,805,250</b>       | <b>\$ 71,273,253</b>        | <b>\$ 169,078,503</b> | <b>\$ 1,966,414</b> | <b>\$ 793,373</b> |

The Notes to Financial Statements are an integral part of this statement.

**City of Anna, Texas**  
**Statement of Activities**  
**For the Fiscal Year Ended September 30, 2021**

| Functions/Programs                | Expenses             | Program Revenues        |                                          |                                        |
|-----------------------------------|----------------------|-------------------------|------------------------------------------|----------------------------------------|
|                                   |                      | Charges for<br>Services | Operating<br>Grants and<br>Contributions | Capital<br>Grants and<br>Contributions |
| <b>PRIMARY GOVERNMENT</b>         |                      |                         |                                          |                                        |
| Governmental activities:          |                      |                         |                                          |                                        |
| General government                | \$ 3,538,746         | \$ 4,281,147            | \$ 94,800                                | \$ 15,538,750                          |
| Culture and recreation            | 2,053,933            | 1,689,000               | -                                        | -                                      |
| Community services                | 1,198,530            | 182,859                 | -                                        | -                                      |
| Public safety                     | 6,221,473            | 5,353                   | 432,576                                  | -                                      |
| Public works                      | 4,169,132            | 1,641,273               | -                                        | 14,728,989                             |
| Interest and fiscal charges       | 2,212,316            | -                       | -                                        | -                                      |
| Total governmental activities     | 19,394,130           | 7,799,632               | 527,376                                  | 30,267,739                             |
| Business-type activities:         |                      |                         |                                          |                                        |
| Water and sewer                   | 13,462,054           | 23,356,512              | -                                        | 7,732,066                              |
| Total business-type activities    | 13,462,054           | 23,356,512              | -                                        | 7,732,066                              |
| <b>TOTAL PRIMARY GOVERNMENT</b>   | <b>\$ 32,856,184</b> | <b>\$ 31,156,144</b>    | <b>\$ 527,376</b>                        | <b>\$ 37,999,805</b>                   |
| Component units                   |                      |                         |                                          |                                        |
| Community Development Corporation | \$ 1,098,961         | \$ -                    | \$ -                                     | \$ -                                   |
| Economic Development Corporation  | 85,738               | -                       | -                                        | -                                      |
| Total component units             | <b>\$ 1,184,699</b>  | <b>\$ -</b>             | <b>\$ -</b>                              | <b>\$ -</b>                            |
| General revenues:                 |                      |                         |                                          |                                        |
| Property taxes                    |                      |                         |                                          |                                        |
| Sales taxes                       |                      |                         |                                          |                                        |
| Franchise and local taxes         |                      |                         |                                          |                                        |
| Investment income                 |                      |                         |                                          |                                        |
| Miscellaneous revenue             |                      |                         |                                          |                                        |
| Total general revenues            |                      |                         |                                          |                                        |
| Change in net position            |                      |                         |                                          |                                        |
| Net position, beginning           |                      |                         |                                          |                                        |
| <b>NET POSITION, ENDING</b>       |                      |                         |                                          |                                        |

The Notes to Financial Statements are an integral part of this statement.



| <b>Net (Expense) Revenue<br/>and Changes in Net Position</b> |                                     |                | <b>Component Units</b>                           |                                                 |
|--------------------------------------------------------------|-------------------------------------|----------------|--------------------------------------------------|-------------------------------------------------|
| <b>Primary Government</b>                                    |                                     |                | <b>Community<br/>Development<br/>Corporation</b> | <b>Economic<br/>Development<br/>Corporation</b> |
| <b>Governmental<br/>Activities</b>                           | <b>Business-type<br/>Activities</b> | <b>Total</b>   |                                                  |                                                 |
| \$ 16,375,951                                                | \$ -                                | \$ 16,375,951  |                                                  |                                                 |
| (364,933)                                                    | -                                   | (364,933)      |                                                  |                                                 |
| (1,015,671)                                                  | -                                   | (1,015,671)    |                                                  |                                                 |
| (5,783,544)                                                  | -                                   | (5,783,544)    |                                                  |                                                 |
| 12,201,130                                                   | -                                   | 12,201,130     |                                                  |                                                 |
| (2,212,316)                                                  | -                                   | (2,212,316)    |                                                  |                                                 |
| 19,200,617                                                   | -                                   | 19,200,617     |                                                  |                                                 |
| -                                                            | 17,626,524                          | 17,626,524     |                                                  |                                                 |
| -                                                            | 17,626,524                          | 17,626,524     |                                                  |                                                 |
| 19,200,617                                                   | 17,626,524                          | 36,827,141     |                                                  |                                                 |
|                                                              |                                     |                | \$ (1,098,961)                                   | \$ -                                            |
|                                                              |                                     |                | -                                                | (85,738)                                        |
|                                                              |                                     |                | (1,098,961)                                      | (85,738)                                        |
| 8,714,860                                                    | -                                   | 8,714,860      | -                                                | -                                               |
| 2,929,876                                                    | -                                   | 2,929,876      | 1,757,926                                        | -                                               |
| 726,006                                                      | -                                   | 726,006        | -                                                | -                                               |
| 123,643                                                      | 93,145                              | 216,788        | 7,687                                            | 2,457                                           |
| 62,859                                                       | -                                   | 62,859         | -                                                | 11,276                                          |
| 12,557,244                                                   | 93,145                              | 12,650,389     | 1,765,613                                        | 13,733                                          |
| 31,757,861                                                   | 17,719,669                          | 49,477,530     | 666,652                                          | (72,005)                                        |
| 66,047,389                                                   | 53,553,584                          | 119,600,973    | 1,299,762                                        | 865,378                                         |
| \$ 97,805,250                                                | \$ 71,273,253                       | \$ 169,078,503 | \$ 1,966,414                                     | \$ 793,373                                      |

# City of Anna, Texas

## Balance Sheet - Governmental Funds

September 30, 2021

|                                                               | General Fund        | Capital Projects     | Debt Service Fund | PID Capital Projects | Grant Fund          | Nonmajor Governmental | Total Governmental Funds |
|---------------------------------------------------------------|---------------------|----------------------|-------------------|----------------------|---------------------|-----------------------|--------------------------|
| <b>ASSETS</b>                                                 |                     |                      |                   |                      |                     |                       |                          |
| Cash and cash equivalents                                     | \$ 6,106,135        | \$ 24,542,704        | \$ 70,105         | 12,677,883           | \$ 1,857,342        | \$ 6,629,475          | \$ 51,883,644            |
| Receivables, net                                              | 785,917             | -                    | 20,829            | -                    | -                   | 5,167                 | 811,913                  |
| Due from other governments                                    | -                   | 41,396               | -                 | -                    | 5,399               | -                     | 46,795                   |
| Due from other funds                                          | 605,859             | -                    | -                 | -                    | -                   | -                     | 605,859                  |
| Prepays                                                       | 12,961              | 559,947              | -                 | -                    | -                   | -                     | 572,908                  |
| Restricted cash                                               | -                   | 211,624              | -                 | -                    | -                   | -                     | 211,624                  |
| <b>TOTAL ASSETS</b>                                           | <b>\$ 7,510,872</b> | <b>\$ 25,355,671</b> | <b>\$ 90,934</b>  | <b>\$ 12,677,883</b> | <b>\$ 1,862,741</b> | <b>\$ 6,634,642</b>   | <b>\$ 54,132,743</b>     |
| <b>LIABILITIES</b>                                            |                     |                      |                   |                      |                     |                       |                          |
| Accounts payable and other liabilities                        | \$ 617,944          | \$ 4,186,893         | \$ -              | \$ -                 | \$ -                | \$ 1,010,804          | \$ 5,815,641             |
| Accrued liabilities                                           | -                   | 1,073,832            | -                 | -                    | -                   | -                     | 1,073,832                |
| Accrued salaries                                              | 236,782             | -                    | -                 | -                    | -                   | 7,664                 | 244,446                  |
| Unearned revenue                                              | -                   | -                    | -                 | -                    | 1,862,292           | -                     | 1,862,292                |
| Due to other funds                                            | -                   | 605,859              | -                 | -                    | -                   | -                     | 605,859                  |
| Total liabilities                                             | 854,726             | 5,866,584            | -                 | -                    | 1,862,292           | 1,018,468             | 9,602,070                |
| <b>DEFERRED INFLOWS OF RESOURCES:</b>                         |                     |                      |                   |                      |                     |                       |                          |
| Unavailable revenue - property taxes                          | 83,901              | -                    | 20,829            | -                    | -                   | -                     | 104,730                  |
| Total deferred inflows of resources                           | 83,901              | -                    | 20,829            | -                    | -                   | -                     | 104,730                  |
| <b>FUND BALANCES</b>                                          |                     |                      |                   |                      |                     |                       |                          |
| Nonspendable                                                  |                     |                      |                   |                      |                     |                       |                          |
| Prepays                                                       | 12,961              | 559,947              | -                 | -                    | -                   | -                     | 572,908                  |
| Restricted for:                                               |                     |                      |                   |                      |                     |                       |                          |
| Culture and recreation                                        | 13,354              | -                    | -                 | -                    | -                   | -                     | 13,354                   |
| Debt service                                                  | -                   | -                    | 70,105            | -                    | -                   | -                     | 70,105                   |
| Public safety                                                 | -                   | -                    | -                 | -                    | -                   | 364,401               | 364,401                  |
| Federal grants                                                | -                   | -                    | -                 | -                    | 449                 | -                     | 449                      |
| Capital projects                                              | -                   | 18,929,140           | -                 | 12,677,883           | -                   | 5,251,773             | 36,858,796               |
| Unassigned                                                    | 6,545,930           | -                    | -                 | -                    | -                   | -                     | 6,545,930                |
| Total fund balances                                           | 6,572,245           | 19,489,087           | 70,105            | 12,677,883           | 449                 | 5,616,174             | 44,425,943               |
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCES</b> | <b>\$ 7,510,872</b> | <b>\$ 25,355,671</b> | <b>\$ 90,934</b>  | <b>\$ 12,677,883</b> | <b>\$ 1,862,741</b> | <b>\$ 6,634,642</b>   | <b>\$ 54,132,743</b>     |

The Notes to Financial Statements are an integral part of this statement.

## City of Anna, Texas

### Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position September 30, 2021

|                                                 |                      |
|-------------------------------------------------|----------------------|
| <b>FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</b> | <b>\$ 44,425,943</b> |
|-------------------------------------------------|----------------------|

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not current financial resources and, therefore not reported in the governmental funds.

|                                  |            |
|----------------------------------|------------|
| Capital assets - non-depreciable | 40,790,538 |
| Capital assets - net depreciable | 56,072,174 |

|                                                                                                                                         |         |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------|
| Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds. | 104,730 |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------|

Deferred outflows of resources, represent a consumption of net position that applies to a future period(s) and is not recognized as an outflow of resources (expenditure).

|                             |         |
|-----------------------------|---------|
| Deferred outflows - pension | 882,169 |
| Deferred outflows - OPEB    | 41,698  |

Deferred inflows of resources, represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time.

|                            |           |
|----------------------------|-----------|
| Deferred inflows - pension | (216,026) |
| Deferred inflows - OPEB    | (5,185)   |

Some liabilities, including bonds payable and accrued interest, are not reported as liabilities in the governmental funds.

|                                             |              |
|---------------------------------------------|--------------|
| Accrued interest payable                    | (196,324)    |
| General obligation bonds                    | (9,494,000)  |
| Certificates of Obligation                  | (30,425,000) |
| Combination tax and revenue refunding bonds | (375,000)    |
| Unamortized premiums                        | (2,098,685)  |
| Capital lease                               | (346,060)    |
| Net pension liability                       | (837,502)    |
| Total OPEB liability                        | (108,822)    |
| Compensated absences                        | (409,398)    |

|                                                |                      |
|------------------------------------------------|----------------------|
| <b>NET POSITION OF GOVERNMENTAL ACTIVITIES</b> | <b>\$ 97,805,250</b> |
|------------------------------------------------|----------------------|

## City of Anna, Texas

### Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended September 30, 2021

|                                                              | General      | Capital<br>Projects | Debt Service<br>Fund | PID Capital<br>Projects | Grant Fund | Nonmajor<br>Governmental<br>Funds | Total<br>Governmental<br>Funds |
|--------------------------------------------------------------|--------------|---------------------|----------------------|-------------------------|------------|-----------------------------------|--------------------------------|
| <b>REVENUES</b>                                              |              |                     |                      |                         |            |                                   |                                |
| Property taxes                                               | \$ 6,962,799 | \$ -                | \$ 1,734,882         | \$ -                    | \$ -       | \$ 10,136                         | \$ 8,707,817                   |
| Sales taxes                                                  | 2,929,876    | -                   | -                    | -                       | -          | -                                 | 2,929,876                      |
| Charges for services                                         | 161,665      | -                   | -                    | -                       | -          | 3,352,444                         | 3,514,109                      |
| License and permits                                          | 4,159,517    | -                   | -                    | -                       | -          | -                                 | 4,159,517                      |
| Franchise and local taxes                                    | 726,006      | -                   | -                    | -                       | -          | -                                 | 726,006                        |
| Investment income                                            | 35,095       | 58,812              | 3,195                | 255                     | 183        | 26,103                            | 123,643                        |
| Other revenues                                               | 19,536       | 41,396              | -                    | 10,366,965              | -          | 30,595                            | 10,458,492                     |
| Intergovernmental                                            | 140,426      | -                   | -                    | -                       | 386,340    | -                                 | 526,766                        |
| Fines and forfeitures                                        | 124,993      | -                   | -                    | -                       | -          | 4,272                             | 129,265                        |
| Contributions and donations                                  | 610          | -                   | -                    | 4,330,097               | -          | -                                 | 4,330,707                      |
| Total revenues                                               | 15,260,523   | 100,208             | 1,738,077            | 14,697,317              | 386,523    | 3,423,550                         | 35,606,198                     |
| <b>EXPENDITURES</b>                                          |              |                     |                      |                         |            |                                   |                                |
| Current:                                                     |              |                     |                      |                         |            |                                   |                                |
| General government                                           | 3,250,888    | 114,358             | -                    | -                       | 20,278     | 3,250                             | 3,388,774                      |
| Culture and recreation                                       | 1,178,694    | -                   | -                    | -                       | -          | 498,765                           | 1,677,459                      |
| Community services                                           | 1,198,963    | -                   | -                    | -                       | -          | -                                 | 1,198,963                      |
| Public safety                                                | 5,763,091    | 44,124              | -                    | -                       | 58,802     | 9,381                             | 5,875,398                      |
| Public works                                                 | 1,238,075    | 1,601               | -                    | -                       | -          | -                                 | 1,239,676                      |
| Debt service:                                                |              |                     |                      |                         |            |                                   |                                |
| Principal                                                    | 42,366       | -                   | 504,000              | -                       | -          | -                                 | 546,366                        |
| Interest and fiscal charges                                  | 14,993       | -                   | 1,312,411            | -                       | -          | -                                 | 1,327,404                      |
| Debt issuance costs                                          | -            | -                   | 11,661               | 727,516                 | -          | -                                 | 739,177                        |
| Capital outlay                                               | 409,672      | 17,520,689          | -                    | 3,859,260               | 306,994    | 841,637                           | 22,938,252                     |
| Total expenditures                                           | 13,096,742   | 17,680,772          | 1,828,072            | 4,586,776               | 386,074    | 1,353,033                         | 38,931,469                     |
| Excess (deficiency) of revenues<br>over (under) expenditures | 2,163,781    | (17,580,564)        | (89,995)             | 10,110,541              | 449        | 2,070,517                         | (3,325,271)                    |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |              |                     |                      |                         |            |                                   |                                |
| Transfers in                                                 | -            | 3,369,598           | -                    | -                       | -          | -                                 | 3,369,598                      |
| Transfers out                                                | (2,087,052)  | -                   | -                    | -                       | -          | (1,282,546)                       | (3,369,598)                    |
| Payment to escrow                                            | -            | -                   | (522,696)            | -                       | -          | -                                 | (522,696)                      |
| Bond proceeds                                                | -            | 7,995,000           | 465,000              | -                       | -          | -                                 | 8,460,000                      |
| Bond premiums                                                | -            | 764,796             | 69,357               | -                       | -          | -                                 | 834,153                        |
| Debt issuance costs                                          | -            | (197,353)           | -                    | -                       | -          | -                                 | (197,353)                      |
| Proceeds from sale of capital assets                         | 50,000       | -                   | -                    | -                       | -          | 11,619                            | 61,619                         |
| Total other financing sources (uses)                         | (2,037,052)  | 11,932,041          | 11,661               | -                       | -          | (1,270,927)                       | 8,635,723                      |
| Net change in fund balances                                  | 126,729      | (5,648,523)         | (78,334)             | 10,110,541              | 449        | 799,590                           | 5,310,452                      |
| <b>FUND BALANCES, BEGINNING OF YEAR</b>                      | 6,445,516    | 25,137,610          | 148,439              | 2,567,342               | -          | 4,816,584                         | 39,115,491                     |
| <b>FUND BALANCES, END OF YEAR</b>                            | \$ 6,572,245 | \$ 19,489,087       | \$ 70,105            | \$ 12,677,883           | \$ 449     | \$ 5,616,174                      | \$ 44,425,943                  |

The Notes to Financial Statements are an integral part of this statement.

## City of Anna, Texas

### Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities September 30, 2021

**NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS** **\$ 5,310,452**

Amounts reported for governmental activities in the statement of activities  
are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. Capital contributions are only recognized on the statement of activities.

|                                                                             |             |
|-----------------------------------------------------------------------------|-------------|
| Capital outlay                                                              | 22,938,252  |
| Depreciation expense                                                        | (3,777,259) |
| Capital contributions                                                       | 15,538,754  |
| Net effect of proceeds from the sale of capital assets and loss on disposal | (119,587)   |

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

|                                  |           |
|----------------------------------|-----------|
| Increase in compensated absences | (127,075) |
| Increase in accrued interest     | (32,026)  |

Changes to net pension liability and pension related deferred outflows and inflows of resources do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. 174,239

Changes to other postemployment benefits liability and related deferred outflows and inflows of resources do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. (19,484)

Various other reclassification and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. This includes the change in unavailable revenues from the prior year. 12,346

The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas the amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

|                                     |             |
|-------------------------------------|-------------|
| Bond proceeds                       | (8,460,000) |
| Bond refunding paid to escrow agent | 522,696     |
| Premium on issuance of bonds        | (834,153)   |
| Amortization of debt premium        | 84,340      |
| Principal payments                  | 504,000     |
| Capital lease payments              | 42,366      |

**CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES** **\$ 31,757,861**

The Notes to Financial Statements are an integral part of this statement.



**City of Anna, Texas**  
Statement of Net Position  
Proprietary Fund  
September 30, 2021

|                                        | <u>Utility Fund</u> |
|----------------------------------------|---------------------|
| <b>ASSETS</b>                          |                     |
| Current assets                         |                     |
| Cash and cash equivalents              | \$ 28,885,195       |
| Receivables, net                       | 1,929,522           |
| Inventories                            | <u>141,505</u>      |
| Total current assets                   | 30,956,222          |
| Noncurrent assets                      |                     |
| Restricted cash and pooled investments | -                   |
| GTUA prepaid reserves                  | 825,513             |
| Capital assets                         |                     |
| Non-depreciable                        | 2,819,340           |
| Net depreciable capital assets         | <u>60,239,701</u>   |
| Total noncurrent assets                | <u>63,884,554</u>   |
| Total assets                           | 94,840,776          |
| <b>DEFERRED OUTFLOWS OF RESOURCES</b>  |                     |
| Deferred charges on bond refunding     | 76,579              |
| Deferred outflows - pension            | 237,507             |
| Deferred outflows - OPEB               | <u>11,226</u>       |
| Total deferred outflows of resources   | <u>325,312</u>      |

# City of Anna, Texas

## Statement of Net Position – Continued Proprietary Fund September 30, 2021

|                                      | <u>Utility Fund</u>         |
|--------------------------------------|-----------------------------|
| <b>LIABILITIES</b>                   |                             |
| Current liabilities                  |                             |
| Accounts payable                     | \$ 1,021,119                |
| Salaries payable                     | 55,406                      |
| Other liabilities                    | 65,299                      |
| Bond interest payable                | 94,513                      |
| Due to other governments             | 9,038                       |
| Customer deposits                    | 1,288,043                   |
| Revenue bonds payable - current      | 1,031,250                   |
| Capital lease payable - current      | 169,724                     |
| Compensated absences - current       | 26,257                      |
|                                      | <hr/>                       |
| Total current liabilities            | 3,760,649                   |
| Noncurrent liabilities               |                             |
| Revenue bonds payable                | 18,685,272                  |
| Capital lease payable                | 1,058,397                   |
| Compensated absences                 | 74,181                      |
| Net pension liability                | 225,481                     |
| Total OPEB liability                 | 29,298                      |
|                                      | <hr/>                       |
| Total noncurrent liabilities         | 20,072,629                  |
|                                      | <hr/>                       |
| Total liabilities                    | 23,833,278                  |
| <b>DEFERRED INFLOWS OF RESOURCES</b> |                             |
| Deferred inflows - pension           | 58,161                      |
| Deferred inflows - OPEB              | 1,396                       |
|                                      | <hr/>                       |
| Total deferred inflows of resources  | 59,557                      |
| <b>NET POSITION</b>                  |                             |
| Net investment in capital assets     | 41,835,760                  |
| Restricted for:                      |                             |
| GTUA deposits                        | 825,513                     |
| Water and sewer improvements         | -                           |
| Unrestricted                         | 28,611,980                  |
|                                      | <hr/>                       |
| <b>TOTAL NET POSITION</b>            | <u><u>\$ 71,273,253</u></u> |

## City of Anna, Texas

### Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Fund For the Fiscal Year Ended September 30, 2021

|                                         | <u>Utility Fund</u>         |
|-----------------------------------------|-----------------------------|
| <b>OPERATING REVENUES</b>               |                             |
| Water                                   | \$ 6,049,712                |
| Sewer                                   | 4,080,695                   |
| Sanitation                              | 1,253,336                   |
| Service charges                         | 559,554                     |
| Connection fees                         | 579,431                     |
| Developer and impact fees               | 10,307,277                  |
| Miscellaneous                           | 526,507                     |
|                                         | <hr/>                       |
| Total operating revenues                | 23,356,512                  |
| <b>OPERATING EXPENSES</b>               |                             |
| Personnel services                      | 1,974,016                   |
| Contracted services                     | 6,387,245                   |
| Repairs and maintenance                 | 666,346                     |
| Supplies                                | 369,174                     |
| Utilities                               | 384,614                     |
| Depreciation                            | 2,666,383                   |
| Other expenses                          | 185,745                     |
|                                         | <hr/>                       |
| Total operating expenses                | 12,633,523                  |
| Operating income                        | 10,722,989                  |
| <b>NONOPERATING REVENUES (EXPENSES)</b> |                             |
| Investment income                       | 93,145                      |
| Interest expense                        | (828,531)                   |
|                                         | <hr/>                       |
| Total nonoperating revenues (expenses)  | (735,386)                   |
| Income before capital contributions     | 9,987,603                   |
| Contributed capital                     | 7,732,066                   |
|                                         | <hr/>                       |
| Change in net position                  | 17,719,669                  |
| Net position, beginning of year         | 53,553,584                  |
|                                         | <hr/>                       |
| <b>NET POSITION, END OF YEAR</b>        | <u><u>\$ 71,273,253</u></u> |

The Notes to Financial Statements are an integral part of this statement.

## City of Anna, Texas

### Statement of Cash Flows - Proprietary Fund For the Fiscal Year Ended September 30, 2021

|                                                                 | <u>Utility Fund</u>         |
|-----------------------------------------------------------------|-----------------------------|
| <b>OPERATING ACTIVITIES</b>                                     |                             |
| Receipts from customers and users                               | \$ 23,113,095               |
| Payments to suppliers                                           | (8,320,172)                 |
| Payments to employees                                           | <u>(1,966,503)</u>          |
| Net cash provided by operating activities                       | 12,826,420                  |
| <b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b> |                             |
| Cash paid to escrow agent for debt refunding principal          | (3,591,796)                 |
| GTUA reserve accounts                                           | 630                         |
| Bond refunding                                                  | 3,704,666                   |
| Acquisition and construction of capital assets                  | (1,024,837)                 |
| Interest and fees paid on long-term debt                        | (790,001)                   |
| Principal payments on debt and capital leases                   | <u>(1,027,000)</u>          |
| Net cash used in capital and related financing activities       | (2,728,338)                 |
| <b>INVESTING ACTIVITIES</b>                                     |                             |
| Sale of investment securities                                   | 1,271,011                   |
| Interest received                                               | <u>93,145</u>               |
| Net cash provided by investing activities                       | <u>1,364,156</u>            |
| Net increase in cash and cash equivalents                       | 11,462,238                  |
| Cash and cash equivalents, beginning of year                    | <u>17,422,957</u>           |
| Cash and cash equivalents, end of year                          | <u><u>\$ 28,885,195</u></u> |
| <b>RECONCILIATION TO STATEMENT OF NET POSITION</b>              |                             |
| Cash and cash equivalents                                       | \$ 28,885,195               |
| Restricted cash and cash equivalents                            | <u>-</u>                    |
|                                                                 | <u><u>\$ 28,885,195</u></u> |

The Notes to Financial Statements are an integral part of this statement.

## City of Anna, Texas

### Statement of Cash Flows - Proprietary Fund – Continued For the Fiscal Year Ended September 30, 2021

|                                                                                        | <u>Utility Fund</u>  |
|----------------------------------------------------------------------------------------|----------------------|
| <b>RECONCILIATION OF OPERATING INCOME TO NET CASH</b>                                  |                      |
| <b>PROVIDED BY OPERATING ACTIVITIES</b>                                                |                      |
| Operating income                                                                       | \$ 10,722,989        |
| Adjustments to reconcile operating income to cash<br>provided by operating activities: |                      |
| Depreciation expense                                                                   | 2,666,383            |
| Changes in assets and liabilities                                                      |                      |
| Accounts receivable                                                                    | (428,532)            |
| Inventories                                                                            | (129,801)            |
| Deferred outflows - pension and OPEB                                                   | (33,403)             |
| Deferred inflows - pension and OPEB                                                    | (11,883)             |
| Net pension and total OPEB liability                                                   | 3,621                |
| Accounts payable                                                                       | (197,247)            |
| Salaries payable                                                                       | 17,794               |
| Customer deposits                                                                      | 185,115              |
|                                                                                        | <u>185,115</u>       |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>                                       | <u>\$ 12,826,420</u> |
| <b>NON-CASH CAPITAL ACTIVITIES</b>                                                     |                      |
| Contributions of capital assets                                                        | <u>\$ 7,732,066</u>  |



# City of Anna, Texas

## Statement of Fiduciary Net Position

### Custodial Fund

September 30, 2021

|                                        | <b>PID Custodial<br/>Fund</b> |
|----------------------------------------|-------------------------------|
| <b>ASSETS</b>                          |                               |
| Cash and cash equivalents - restricted | \$ 2,573,738                  |
| <b>Total assets</b>                    | <u>2,573,738</u>              |
| <b>LIABILITIES</b>                     |                               |
| Liability to bond holders              | 1,146,014                     |
| <b>Total liabilities</b>               | <u>1,146,014</u>              |
| <b>NET POSITION</b>                    |                               |
| Restricted for PID debt service        | <u>774,479</u>                |
| <b>Total net position</b>              | <u><u>774,479</u></u>         |

The Notes to Financial Statements are an integral part of this statement.

## City of Anna, Texas

### Statement of Fiduciary Revenues, Expenses, and Changes in Net Position - Custodial Fund September 30, 2021

|                                                         | <b>PID Custodial<br/>Fund</b> |
|---------------------------------------------------------|-------------------------------|
| <b>ADDITIONS</b>                                        |                               |
| Contributions                                           | \$ 776,497                    |
| Bond proceeds                                           | 1,549,154                     |
| Investment earnings                                     | 156                           |
| Less investment expense                                 |                               |
|                                                         | <hr/>                         |
| Total additions                                         | <hr/> 2,325,807 <hr/>         |
| <b>DEDUCTIONS</b>                                       |                               |
| Contract services                                       | 87,995                        |
| Interest and fiscal charges                             | 810,088                       |
|                                                         | <hr/>                         |
| Total deductions                                        | <hr/> 898,083 <hr/>           |
| <b>CHANGE IN NET POSITION</b>                           | 1,427,724                     |
| <b>NET POSITION - beginning</b>                         | -                             |
| <b>Cumulative effect of change in account principle</b> | <hr/> (653,245) <hr/>         |
| <b>Net position - beginning, as restated</b>            | <hr/> (653,245) <hr/>         |
| <b>NET POSITION - ending</b>                            | <hr/> \$ 774,479 <hr/>        |

The Notes to Financial Statements are an integral part of this statement.

## City of Anna, Texas

### Notes to Financial Statements

#### Note 1. Summary of Significant Accounting Policies

##### A. Reporting Entity

The City of Anna, Texas (the "City") is a home rule charter city that operates under a Council-Manager form of government.

The City Council is the principal legislative body of the City. The City Manager is appointed by a majority vote of the City Council and is responsible to the Council for the administration of all the affairs of the City. The City Manager is responsible for the appointment and removal of department directors and employees, supervision and control of all City departments, and preparation of the annual budget.

The City provides the following services: public safety, ambulance, streets, sanitation, planning and zoning, and general administrative services. Other services include water, sewer, and sanitation operations.

The City is an independent political subdivision of the State of Texas governed by an elected council and a mayor and is considered a primary government. As required by generally accepted accounting principles, these basic financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City's financial reporting entity. The component units listed below, although legally separate, are considered part of the reporting entity. No other entities have been included in the City's reporting entity. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the City's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Additionally, prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

##### Discretely Presented Component Units

Some organizations are included as component units because of their fiscal dependency on the primary government. An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without the approval by the primary government. The following entities were found to be component units of the City and are included in the basic financial statements:

##### Anna Economic Development Corporation

The Anna Economic Development Corporation (EDC) fund was incorporated in the state of Texas as a nonprofit industrial development corporation under Section 4B of the Development Corporation Act of 1979. The purpose of the EDC is to promote economic development within the City of Anna.

##### Anna Community Development Corporation

The Anna Community Development Corporation (CDC) fund was incorporated in the state of Texas as a nonprofit industrial development corporation under Section 4A of the Development Corporation Act of 1979. The purpose of the CDC is to promote community development within the City of Anna.

## City of Anna, Texas

### Notes to Financial Statements

The members of both the EDC and CDC's board of seven directors are appointed by the City Council. Both the EDC and CDC are fiscally dependent upon the City as the City Council approves their budgets and must approve any debt issuance. Adding the creation of the EDC and CDC to the resources currently available significantly increases the City's ability to assist community development and financing development projects beneficial to the City. All of the EDC and CDC funding can be used for direct assistance to prospects and continued development of infrastructure. The nature and significance of the relationship between the primary government and the organization is such that exclusion would cause the City's financial statements to be misleading or incomplete. Separate financial statements are not issued for the EDC or the CDC.

#### **B. Government-wide Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support.

#### **C. Basis of Presentation – Government-wide Financial Statements**

While government-wide and fund financial statements are presented separately, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds and proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and wastewater functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

#### **D. Basis of Presentation – Fund Financial Statements**

The fund financial statements provide information about the City's funds. Separate statements for each fund category - governmental and proprietary - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the following major governmental funds:

The *general fund* is used to account for and report all financial resources not accounted for and reported in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, and culture and recreation. The general fund is always considered a major fund for reporting purposes.

The *capital projects fund* is used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The capital projects fund is considered a major fund for reporting purposes.

## City of Anna, Texas

### Notes to Financial Statements

The *debt service fund* is used to account for the accumulation of resources that are restricted, committed, or assigned for the payment of principal and interest on long-term obligations of governmental funds. The primary source of revenue for debt service is local property taxes. The debt service fund is considered a major fund for reporting purposes.

The *PID capital projects fund* is used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets relating to the Hurricane Creeks PID.

The *Grant fund* is used to account for proceeds and expenditures relating to all grants.

Additionally, the City reports the following nonmajor governmental funds:

The City accounts for resources restricted to, or designated for, specific purposes in *Special Revenue Funds*. These funds consist of the roadway impact fee service area one and two, and road capital development agreements fund, police seizure fund, park development fund, fire department capital improvement fund, Tax Increment Zone Number 2 (TIRZ #2) and other special revenue fund.

The City reports the following enterprise fund:

The *Utility Fund* is used to account for the provision of water, sewer, and solid waste collection services and wastewater treatment operations. Activities of the fund include administration, operations and maintenance of the water system, and billing and collection activities. The fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest. All costs are financed through charges to utility customers with rates reviewed regularly and adjusted if necessary to ensure integrity of the fund.

The City reports the following fiduciary fund:

The *Public Improvement District (PID) Custodial Fund* accounts for bond proceeds, assessments, and related debt associated with the issuance of bonds issued by the City as an agent for the Public Improvement District.

During the course of operations the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

#### **E. Measurement Focus and Basis of Accounting**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as



## City of Anna, Texas

### Notes to Financial Statements

*current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide and proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

The City considers revenues available if they are collected within 60 days of the end of the current period. Property taxes, sales taxes, franchise taxes, and interest associated with the current period are all considered to be susceptible to accrual and so have been recognized as revenues of the current period. Other receipts and other taxes become measurable and available when cash is received by the government and are recognized as revenue at that time. Generally, the effect of interfund activity has been eliminated from the government- wide financial statements.

#### **F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance**

##### **1. Cash and Cash Equivalents**

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, balances in local government investment pools, and short-term investments with original maturities of three months or less from the date of acquisition. For the purpose of the statement of cash flows, the proprietary fund types consider temporary investments with maturity of three months or less when purchased to be cash equivalents.

The City maintains pooled cash and investment accounts. Each fund whose monies are deposited in the pooled cash and investment accounts has equity therein, and interest earned on the investment of these monies is allocated based upon relative equity at the previous month end.

##### **2. Investments**

Investments, with certain exceptions, are reported at fair value. The exceptions are investments in external investment pools and nonparticipating interest earning contracts, such as certificates of deposit, which are reported at amortized cost and a cost-based measure, respectively.

The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, Texas Government Code. In summary, the City is authorized to invest in the following:

- Direct obligations of the U.S. government, its agencies and instrumentalities
- Certificates of deposit that meet certain criteria
- Money market mutual funds that meet certain criteria
- Local government investment pools

## City of Anna, Texas

### Notes to Financial Statements

#### **3. Receivables and Interfund Transactions**

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the year are referred to as either “interfund receivables/payables” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds” in the fund financial statements. If the transactions are between the primary government and its component unit, these receivables and payables are classified as “due to/from component unit/primary government.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

#### **4. Inventories and Prepaid Items**

Inventories are valued at cost using the first-in/first-out (FIFO) method. The cost of such inventories is recorded as expenditures/expenses when the related liability is incurred, (i.e., the purchase method).

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

#### **5. Capital Assets**

Capital assets, which include land and improvements, construction in progress, buildings and improvements, machinery and equipment, infrastructure (e.g. roads, bridges, sidewalks, and similar items), and water and sewer systems are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000, and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Interest costs incurred during the construction phase of capital assets of business-type activities acquired with tax-exempt debt is included as part of the capitalized value of the assets constructed.

Land and improvements and construction in progress are not depreciated. Buildings and improvements, machinery and equipment, infrastructure, and water and sewer systems of the primary government are depreciated using the straight-line method over the following estimated useful lives:

| <u>Asset Description</u> | <u>Estimated<br/>Useful Life</u> |
|--------------------------|----------------------------------|
| Buildings                | 20 years                         |
| Water and sewer system   | 35 years                         |
| Equipment                | 3-20 years                       |
| Streets                  | 20 years                         |

## City of Anna, Texas

### Notes to Financial Statements

#### 6. **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category:

*In the government-wide and proprietary fund statements of net position:*

- A deferred charge on refunding bonds results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Deferred outflows related to net pension and other postemployment benefit liabilities result from differences in projected and actual earnings on plan investments, expected and actual economic experience, changes in actuarial assumptions and other inputs, and contributions made subsequent to the measurement date of each plan. These activities are amortized over the weighted average remaining service life of all participants in the respective qualified pension and OPEB plan, except for projected and actual earnings differences on investments, which are amortized on a closed basis over a 5-year period, and contributions made subsequent to the measurement date of each plan, which are recognized in the subsequent fiscal year.

In addition to liabilities, the statement of financial position (or balance sheet) will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position (or fund balance) that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following items that qualify for reporting in this category:

*In the governmental funds balance sheet:*

- Unavailable revenues from property taxes and grants are deferred and recognized as an inflow of resources in the period that the amounts become available.

*In the government-wide and proprietary fund statements of net position:*

- Deferred inflows related to net pension and other postemployment benefit liabilities results from differences in projected and actual earnings on plan investments, expected and actual economic experience, changes in actuarial assumptions and other inputs. These activities are amortized over the weighted average remaining service life of all participants in the respective qualified pension plan, except for projected and actual earnings differences on investments, which are amortized on a closed basis over a 5-year period.

#### 7. **Compensated Absences**

The City maintains formal programs for vacation and sick leave. Eligible employees are granted vacation pay benefits in varying amounts to specified maximums depending on tenure with the City. The City's personnel policy permits its eligible employees to accumulate earned but unused vacation pay benefits.

There is no liability for unpaid accumulated sick leave as the City will not pay any unused amounts when employees separate from service with the City.

The estimated amount of accrued vacation and sick pay benefits that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it upon maturity. Amounts of accrued vacation pay benefits that are not expected to be liquidated with expendable available financial resources are maintained separately and represent a reconciling item between the fund and government-wide presentations.

## City of Anna, Texas

### Notes to Financial Statements

#### **8. Long-Term Obligations**

The government-wide financial statements and proprietary fund type fund financial statements report long-term debt and other long-term liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method, if material. Bonds payable are reported net of the applicable bond premiums or discounts.

The fund financial statements report bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Long-term debt is recognized as a liability of a governmental fund when due, or when resources have been accumulated in the debt service fund for payment early in the following year. For other long-term obligations, only that portion expected to be paid from expendable available financial resources is reported as a fund liability of a governmental fund. Long-term liabilities expected to be paid from proprietary fund operations are accounted for in those funds.

Assets acquired under the terms of a capital lease are recorded as liabilities and capitalized in the government-wide financial statements at the present value of net minimum lease payments at inception of the lease. In the year of acquisition, capital lease transactions are recorded as other financing sources and as capital outlay expenditures in the applicable fund. Lease payments representing both principal and interest are recorded as expenditures in the general fund upon payment with an appropriate reduction of principal recorded in the government-wide financial statements.

#### **9. Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### **10. Other Postemployment Benefits (OPEB)**

The City offers one OPEB plan, a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund ("SDBF") administered by TMRS. Total OPEB liability, deferred outflows of resources and deferred inflows of resources related to total OPEB liability, and total OPEB expense have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### **11. Net Position Flow Assumptions**

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

## City of Anna, Texas

### Notes to Financial Statements

#### **12. Fund Balance Flow Assumptions**

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

#### **13. Fund Balance Policies**

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance). The City reports the following classifications of fund balance:

Nonspendable fund balance – includes amounts that are not in spendable form or are legally or contractually required to be maintained intact.

Restricted fund balance – includes amounts that have external constraints imposed upon the use of the resources by creditors, grantors, contributors, laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Committed fund balance - includes amounts that can be used only for the specific purposes pursuant to constraints imposed by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by approval of a resolution prior to the end of the fiscal year, commit fund balance. Once approved, the limitation imposed by the resolution remains in place until a similar action is taken (the approval of another resolution) to remove or revise the limitation.

Assigned fund balance – includes amounts that are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council has, by resolution, authorized the City's Finance Director to assign fund balance to a specific purpose as approved by the City's fund balance policy. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned fund balance – the residual classification for the government's General Fund and includes all spendable amounts not contained in the other classifications, and other funds that have total negative fund balances.

#### **14. Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and deferred outflows and inflows of resources, and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.



## City of Anna, Texas

### Notes to Financial Statements

#### G. Revenues and Expenditures/Expenses

##### 1. Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

##### 2. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. Penalties are calculated after February 1 up to the date collected by the government at the rate of 6% for the first month and increased 1% per month up to a total of 12%. Interest is calculated after February 1 at the rate of 1% per month up to the date collected by the government. Under state law, property taxes levied on real property constitute a lien on the real property which cannot be forgiven without specific approval of the State Legislature. The lien expires at the end of twenty years. Taxes levied on personal property can be deemed uncollectible by the City.

##### 3. Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the utility fund is charges to customers for sales and services. The utility fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for the utility fund includes the operating cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

#### Note 2. Stewardship, Compliance and Accountability

##### Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) for the General, Debt Service, and Utility Funds. The original budget is adopted by the City Council prior to the beginning of the year. The legal level of control is defined at the fund level. No funds can be transferred or added to a budgeted fund without Council approval. Appropriations lapse at the end of the year. A budget was not legally adopted for the Grant Fund.

#### Note 3. Deposits and Investments

**Deposits** – State statutes require that all deposits be fully collateralized by U.S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. The City's demand deposits and certificates of deposit were fully insured or collateralized at September 30, 2021, with collateral required by state statutes. At year-end, the carrying amount of the City's deposits (including component units and fiduciary funds) was \$60,405,126 and the bank balance was \$60,495,176. Of the bank balance, federal depository insurance covered \$250,000 and the remainder was covered by collateral held by the pledging financial institution's agent in the City's name.

## City of Anna, Texas

### Notes to Financial Statements

Cash and cash equivalents as of September 30, 2021 consist of and are classified in the accompanying financial statements as follows:

Statement of net position:

Primary government:

|                                      |                |
|--------------------------------------|----------------|
| Cash and cash equivalents            | \$ 80,768,839  |
| Restricted cash and cash equivalents | <u>211,624</u> |
| Total primary government             | 80,980,463     |

Fiduciary Fund:

|                           |           |
|---------------------------|-----------|
| Cash and cash equivalents | 2,573,738 |
|---------------------------|-----------|

Component units:

|                           |                  |
|---------------------------|------------------|
| Cash and cash equivalents | <u>1,937,884</u> |
|---------------------------|------------------|

|                                   |                      |
|-----------------------------------|----------------------|
| <b>Total cash and investments</b> | <b>\$ 85,492,085</b> |
|-----------------------------------|----------------------|

|                                     |                   |
|-------------------------------------|-------------------|
| Cash on hand                        | \$ 2,000          |
| Deposits with financial institution | 60,405,126        |
| Investment pools / money market     | <u>25,084,959</u> |

|                                   |                      |
|-----------------------------------|----------------------|
| <b>Total cash and investments</b> | <b>\$ 85,492,085</b> |
|-----------------------------------|----------------------|

As of September 30, 2021, the City had the following investments:

|                       | Value                | Weighted<br>Average<br>Maturity<br>(Years) |
|-----------------------|----------------------|--------------------------------------------|
| Texas CLASS           | \$ 1,858,784         | 0.0740                                     |
| TexPool               | 21,997,852           | 0.1040                                     |
| Money market accounts | <u>1,228,323</u>     | 0.0767                                     |
| <b>Total</b>          | <b>\$ 25,084,959</b> |                                            |

### Interest rate risk

Interest rate risk is the risk that changes in interest rates may adversely affect the value of an investment. The City structures its investment portfolio so that securities mature to meet cash requirements for ongoing operations, and monitors interest rate risk using weighted average maturity analysis. In accordance with its investment policy, the City manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio as a whole to no more than 365 days.

## City of Anna, Texas

### Notes to Financial Statements

#### **Credit risk**

The City's policy requires that investments are limited to only certain instruments that are authorized by the Public Funds Investment Act. Further specifications are that external investment pools must be rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service, United States Treasury and agency investments are guaranteed (either express or implied) and backed by the full faith and credit of the United States or its respective agencies, and certificates of deposit are guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or fully collateralized under an approved pledge agreement.

As of September 30, 2021, the City's investment in TexPool was rated "AAAm" by Standard & Poor's. The certificates of deposit are unrated but were fully collateralized.

#### **Custodial credit risk – deposits**

In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned. The City's investment policy requires funds on deposit at the depository bank to be collateralized by securities, to the extent the deposits exceed FDIC coverage. As of September 30, 2021, the combined values of pledged securities and FDIC coverage exceeded bank balances for the City.

#### **Custodial credit risk – investments**

For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investment policy requires that custody of securities is maintained at financial institutions, avoiding physical possession, and that securities owned by the City shall be held in the City's account.

#### **Concentration of credit risk**

The risk is the risk of loss attributed to the magnitude of a City's investment in a single issuer. The City's investment policy specifies undue concentrations of assets in a specific maturity sector shall be avoided.

The City's investments are stated at fair value, with certain exceptions described below. The City categorizes its fair value measurements within the fair value hierarchy established by GASB Statement No. 72, *Fair Value Measurement and Application*, which provides a framework for measuring fair value and establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs, other than quoted prices within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

Certain investments are not required to be measured at fair value; these include its investment in the TexPool external investment pool, which is measured at amortized cost and is included in cash equivalents, and its investments in certificates of deposit, which are measured based on cost. These instruments are exempt from categorization within the fair value hierarchy.

## City of Anna, Texas

### Notes to Financial Statements

#### TexPool

TexPool is a local government investment pool, duly chartered and overseen by the State Comptroller's Office, and administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. TexPool's investment portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA-rated money market mutual funds. The pool's investments are highly rated by nationally recognized statistical rating organizations, have no more than five percent concentrated in one issuer (excluding U.S. government securities), and are sufficiently liquid to meet reasonably foreseeable redemptions.

TexPool transacts at a net asset value of \$1.00 per share, and maintains a weighted average maturity of 60 days or less and a weighted average life of 120 days or less. TexPool has a redemption notice period of one day and investors may redeem daily. TexPool's authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or national state of emergency that affects TexPool's liquidity.

#### Note 4. Receivables

The following comprise receivable balances of the primary government as of September 30, 2021:

|                   | General           | Capital Projects | Debt Service<br>Fund | Grant Fund      | Nonmajor<br>Governmental | Utility Fund        |
|-------------------|-------------------|------------------|----------------------|-----------------|--------------------------|---------------------|
| Property taxes    | \$ 83,901         | \$ -             | \$ 20,829            | \$ -            | \$ -                     | \$ -                |
| Sales taxes       | 537,191           | -                | -                    | -               | -                        | 9,683               |
| Accounts          | 164,825           | -                | -                    | -               | 5,167                    | 2,234,864           |
| Interest          | -                 | -                | -                    | -               | -                        | 14,379              |
| Intergovernmental | -                 | 41,396           | -                    | 5,399           | -                        | -                   |
| Less: Allowance   | -                 | -                | -                    | -               | -                        | (329,404)           |
| <b>Totals</b>     | <b>\$ 785,917</b> | <b>\$ 41,396</b> | <b>\$ 20,829</b>     | <b>\$ 5,399</b> | <b>\$ 5,167</b>          | <b>\$ 1,929,522</b> |

**City of Anna, Texas**  
Notes to Financial Statements

**Note 5. Capital Assets**

The following is a summary of changes in capital assets for governmental activities for the year ended September 30, 2021:

|                                                    | Beginning<br>Balance | Additions            | Dispositions        | Adjustments /<br>Transfers | Ending<br>Balance    |
|----------------------------------------------------|----------------------|----------------------|---------------------|----------------------------|----------------------|
| Governmental activities:                           |                      |                      |                     |                            |                      |
| Capital assets, not being depreciated:             |                      |                      |                     |                            |                      |
| Land                                               | \$ 3,978,343         | \$ -                 | \$ -                | \$ -                       | \$ 3,978,343         |
| Construction in progress                           | 15,033,591           | 21,778,604           | -                   | -                          | 36,812,195           |
| Total capital assets, not being depreciated        | 19,011,934           | 21,778,604           | -                   | -                          | 40,790,538           |
| Depreciable assets:                                |                      |                      |                     |                            |                      |
| Park improvements                                  | 6,057,539            | 127,932              | -                   | -                          | 6,185,471            |
| Buildings                                          | 1,542,758            | -                    | -                   | -                          | 1,542,758            |
| Furniture and fixtures                             | 33,911               | -                    | -                   | -                          | 33,911               |
| Streets and drainage                               | 51,820,060           | 15,538,751           | -                   | -                          | 67,358,811           |
| Machinery and equipment                            | 4,238,725            | 1,031,719            | (700,368)           | -                          | 4,570,076            |
| Total depreciable assets                           | 63,692,993           | 16,698,402           | (700,368)           | -                          | 79,691,027           |
| Less accumulated depreciation for:                 |                      |                      |                     |                            |                      |
| Park improvements                                  | 2,637,795            | 308,210              | -                   | -                          | 2,946,005            |
| Buildings                                          | 658,982              | 82,448               | -                   | -                          | 741,430              |
| Furniture and fixtures                             | 27,786               | 714                  | -                   | -                          | 28,500               |
| Streets and drainage                               | 14,161,698           | 2,877,397            | -                   | -                          | 17,039,095           |
| Machinery and equipment                            | 2,936,113            | 508,490              | (580,780)           | -                          | 2,863,823            |
| Total accumulated depreciation                     | 20,422,374           | 3,777,259            | (580,780)           | -                          | 23,618,853           |
| Total depreciable assets, net                      | 43,270,619           | 12,921,143           | (119,588)           | -                          | 56,072,174           |
| <b>Governmental activities capital assets, net</b> | <b>\$ 62,282,553</b> | <b>\$ 34,699,747</b> | <b>\$ (119,588)</b> | <b>\$ -</b>                | <b>\$ 96,862,712</b> |

Depreciation expense was charged to governmental functions as follows:

|                                                           |                     |
|-----------------------------------------------------------|---------------------|
| Governmental activities:                                  |                     |
| General government                                        | \$ 38,647           |
| Culture and recreation                                    | 385,145             |
| Community services                                        | 8,300               |
| Public safety                                             | 407,958             |
| Public works                                              | 2,937,209           |
| <b>Total governmental activities depreciation expense</b> | <b>\$ 3,777,259</b> |



**City of Anna, Texas**  
Notes to Financial Statements

The following is a summary of changes in capital assets for business-type activities for the year ended September 30, 2021:

|                                                     | Beginning<br>Balance | Additions           | Dispositions | Adjustments /<br>Transfers | Ending<br>Balance    |
|-----------------------------------------------------|----------------------|---------------------|--------------|----------------------------|----------------------|
| Business-type activities:                           |                      |                     |              |                            |                      |
| Capital assets, not being depreciated:              |                      | -                   |              |                            |                      |
| Land                                                | \$ 1,222,743         | \$ 37,400           | \$ -         | \$ -                       | \$ 1,260,143         |
| Construction in progress                            | 1,184,331            | 374,866             | -            | -                          | 1,559,197            |
| Total capital assets, not being depreciated         | 2,407,074            | 412,266             | -            | -                          | 2,819,340            |
| Depreciable assets:                                 |                      |                     |              |                            |                      |
| Furniture and fixtures                              | 5,620                | -                   | -            | -                          | 5,620                |
| Buildings and improvements                          | 486,244              | -                   | -            | -                          | 486,244              |
| Machinery and equipment                             | 1,929,005            | 441,363             | -            | -                          | 2,370,368            |
| Water treatment system                              | 18,846,621           | 4,331,433           | -            | -                          | 23,178,054           |
| GTUA water improvements                             | 17,189,179           | -                   | -            | -                          | 17,189,179           |
| GTUA sewer improvements                             | 939,796              | -                   | -            | -                          | 939,796              |
| Water and sewer system                              | 34,866,066           | 3,571,841           | -            | -                          | 38,437,907           |
| Total depreciable assets                            | 74,262,531           | 8,344,637           | -            | -                          | 82,607,168           |
| Less accumulated depreciation for:                  |                      |                     |              |                            |                      |
| Furniture and fixtures                              | 5,620                | -                   | -            | -                          | 5,620                |
| Buildings and improvements                          | 241,890              | 25,533              | -            | -                          | 267,423              |
| Machinery and equipment                             | 1,592,291            | 254,912             | -            | -                          | 1,847,203            |
| Water treatment system                              | 4,419,069            | 603,896             | -            | -                          | 5,022,965            |
| GTUA water improvements                             | 5,582,724            | 27,966              | -            | -                          | 5,610,690            |
| GTUA sewer improvements                             | 290,888              | 509,898             | -            | -                          | 800,786              |
| Water and sewer system                              | 7,568,602            | 1,244,178           | -            | -                          | 8,812,780            |
| Total accumulated depreciation                      | 19,701,084           | 2,666,383           | -            | -                          | 22,367,467           |
| Total depreciable assets, net                       | 54,561,447           | 5,678,254           | -            | -                          | 60,239,701           |
| <b>Business-type activities capital assets, net</b> | <b>\$ 56,968,521</b> | <b>\$ 6,090,520</b> | <b>\$ -</b>  | <b>\$ -</b>                | <b>\$ 63,059,041</b> |

Depreciation expense was charged to business-type functions as follows:

|                                                            |                            |
|------------------------------------------------------------|----------------------------|
| Water and sewer                                            | <u>\$ 2,666,383</u>        |
| <b>Total business-type activities depreciation expense</b> | <u><u>\$ 2,666,383</u></u> |

**City of Anna, Texas**  
Notes to Financial Statements

The following is a summary of changes in capital assets for component units for the year ended September 30, 2021:

|                                                              | Beginning<br>Balance | Additions          | Dispositions | Ending<br>Balance   |
|--------------------------------------------------------------|----------------------|--------------------|--------------|---------------------|
| Community Development Corporation:                           |                      |                    |              |                     |
| Capital assets, not being depreciated:                       |                      |                    |              |                     |
| Land                                                         | \$ 2,757,904         | \$ -               | \$ -         | \$ 2,757,904        |
| Total capital assets, not being depreciated                  | 2,757,904            | -                  | -            | 2,757,904           |
| <b>Community Development Corporation capital assets, net</b> | <b>\$ 2,757,904</b>  | <b>\$ -</b>        | <b>\$ -</b>  | <b>\$ 2,757,904</b> |
|                                                              | Beginning<br>Balance | Additions          | Dispositions | Ending<br>Balance   |
| Economic Development Corporation:                            |                      |                    |              |                     |
| Capital assets, not being depreciated:                       |                      |                    |              |                     |
| Land                                                         | \$ 90,346            | \$ -               | \$ -         | \$ 90,346           |
| Total capital assets, not being depreciated                  | 90,346               | -                  | -            | 90,346              |
| Depreciable assets:                                          |                      |                    |              |                     |
| Buildings and improvements                                   | 366,589              | -                  | -            | 366,589             |
| Furniture and fixtures                                       | 13,871               | -                  | -            | 13,871              |
| Total depreciable assets                                     | 380,460              | -                  | -            | 380,460             |
| Less accumulated depreciation for:                           |                      |                    |              |                     |
| Buildings and improvements                                   | 148,162              | 18,459             | -            | 166,621             |
| Furniture and fixtures                                       | 5,175                | 1,391              | -            | 6,566               |
| Total accumulated depreciation                               | 153,337              | 19,850             | -            | 173,187             |
| Total depreciable assets, net                                | 227,123              | (19,850)           | -            | 207,273             |
| <b>Economic Development Corporation capital assets, net</b>  | <b>\$ 317,469</b>    | <b>\$ (19,850)</b> | <b>\$ -</b>  | <b>\$ 297,619</b>   |

## City of Anna, Texas

### Notes to Financial Statements

Remaining commitments under related construction contracts for general government and utility construction projects at year end were as follows:

| Projects                                      | Opinion<br>Unit    | Approved<br>Construction<br>Budget | Stored and<br>Completed<br>To Date | Remaining<br>Commitment |
|-----------------------------------------------|--------------------|------------------------------------|------------------------------------|-------------------------|
| CP-Sherley Park Improvements (326)            | General government | \$ 787,838                         | \$ 432,625                         | \$ 355,213              |
| CP-Johnson Park Improvement (372)             | General government | 625,000                            | 482,072                            | 142,928                 |
| CIP18-City Hall                               | General government | 2,725,227                          | 2,662,051                          | 63,176                  |
| CIP18-City Hall                               | General government | 755,938                            | 594,342                            | 161,596                 |
| CIP18-City Hall                               | General government | 26,859,278                         | 21,476,641                         | 5,382,637               |
| CP-Ferguson Parkway Design (304)              | General government | 251,780                            | 207,638                            | 44,142                  |
| CP-Rosamond Pkwy Ext (316)                    | General government | 796,500                            | 465,719                            | 330,781                 |
| CP-Hackberry Dr Reconstruction (324)          | General government | 190,370                            | 89,505                             | 100,865                 |
| CP-Hackberry Dr Reconstruction (324)          | General government | 1,280                              | 1,280                              | -                       |
| LADDER TRUCK (QUINT/AERIAL)                   | General government | 1,660,000                          | -                                  | 1,660,000               |
| COMMUNITY LIBRARY                             | General government | 2,700,000                          | -                                  | 2,700,000               |
| FIRE STATION #2                               | General government | 2,300,000                          | -                                  | 2,300,000               |
| FIRE STATION #2                               | General government | 400,000                            | -                                  | 400,000                 |
| SKATE PARK                                    | General government | 1,300,000                          | -                                  | 1,300,000               |
| SKATE PARK                                    | General government | 200,000                            | -                                  | 200,000                 |
| CP-Foster Crossing Road (368)                 | General government | 758,665                            | 372,404                            | 386,261                 |
| CP-Taylor Boulevard (2021-1001)...            | General government | 819,448                            | 181,359                            | 638,089                 |
| CP-Taylor Boulevard (2021-1001)               | General government | 151,800                            | -                                  | 151,800                 |
| CP-Taylor Boulevard (2021-1001)               | General government | 258,612                            | -                                  | 258,612                 |
| PID-VHC-MIA (356)                             | General government | 2,408,234                          | 1,905,605                          | 502,629                 |
| PID-VHC-IA#1 (357)                            | General government | 6,474,557                          | 6,432,227                          | 42,330                  |
| PID-Sherley Tract-MIA                         | General government | 2,259,650                          | 444,507                            | 1,815,143               |
| PID-Sherley Tract-IA#1                        | General government | 11,664,656                         | 1,051,035                          | 10,613,621              |
| US75 Utility Relocation - Phase 2             | Utility Fund       | 128,058                            | 69,531                             | 58,527                  |
| CP-East Fork Regional Sewer                   | Utility Fund       | 954,857                            | 764,648                            | 190,209                 |
| CP-Oak Ridge Sewer(350)                       | Utility Fund       | 63,730                             | 35,273                             | 28,457                  |
| Throckmorton Creek Trunk Sewer Expansion      | Utility Fund       | 335,732                            | 116,659                            | 219,073                 |
| SH 5 Utility Relocation A - Water/Sewer (386) | Utility Fund       | 338,692                            | 98,102                             | 240,590                 |
| CP-Collin Pump Station Upgrade (202X-0314)    | Utility Fund       | 3,616,213                          | 97,680                             | 3,518,533               |
| CP-Ferguson Parkway Design (304)              | General government | 3,485                              | 3,485                              | -                       |
| <b>Total</b>                                  |                    | <b>\$ 71,789,601</b>               | <b>\$ 37,984,387</b>               | <b>\$ 33,805,213</b>    |

The remaining commitments above will be primarily financed through completion of construction with the resources of the capital projects funds, supplemented by the general fund and issuance of debt, as needed.

**City of Anna, Texas**  
Notes to Financial Statements

**Note 6. Long-term Liabilities**

The following is a summary of changes in the City's total long-term liabilities for the year ended September 30, 2021. In general, the City uses the general and debt service funds to liquidate governmental long-term liabilities.

|                                                        | Beginning<br>Balance | Additions           | Reductions            | Ending<br>Balance    | Amounts<br>Due Within<br>One Year |
|--------------------------------------------------------|----------------------|---------------------|-----------------------|----------------------|-----------------------------------|
| <b>Governmental activities:</b>                        |                      |                     |                       |                      |                                   |
| Bonds, notes and other payables:                       |                      |                     |                       |                      |                                   |
| General obligation bonds                               | \$ 1,815,000         | \$ 8,460,000        | \$ (781,000)          | \$ 9,494,000         | \$ 251,000                        |
| Certificates of obligation                             | 30,620,000           | -                   | (195,000)             | 30,425,000           | 215,000                           |
| Combination tax and revenue refunding bonds            | 425,000              | -                   | (50,000)              | 375,000              | 40,000                            |
| Capital lease payable                                  | 388,426              | -                   | (42,366)              | 346,060              | 44,001                            |
| Unamortized premiums                                   | 1,348,872            | 834,153             | (84,340)              | 2,098,685            | -                                 |
| <b>Total bonds, notes and other payables, net</b>      | <b>34,597,298</b>    | <b>9,294,153</b>    | <b>(1,152,706)</b>    | <b>42,738,745</b>    | <b>550,001</b>                    |
| Other liabilities:                                     |                      |                     |                       |                      |                                   |
| Compensated absences                                   | 282,323              | 157,533             | (30,458)              | 409,398              | 99,773                            |
| Net pension liability                                  | 865,730              | -                   | (28,228)              | 837,502              | -                                 |
| Total other postemployment benefit liability           | 67,143               | 41,679              | -                     | 108,822              | -                                 |
| <b>Total governmental activities</b>                   | <b>\$ 35,812,494</b> | <b>\$ 9,493,365</b> | <b>\$ (1,211,392)</b> | <b>\$ 44,094,467</b> | <b>\$ 649,774</b>                 |
| <b>Business-type activities:</b>                       |                      |                     |                       |                      |                                   |
| Bonds, notes and other payables:                       |                      |                     |                       |                      |                                   |
| Contract revenue bonds                                 | \$ 3,157,083         | \$ -                | \$ (298,750)          | \$ 2,858,333         | \$ 306,250                        |
| TWDB participation agreement                           | 2,168,750            | -                   | -                     | 2,168,750            | -                                 |
| Combination tax and revenue certificates of obligation | 7,535,000            | 2,870,000           | (3,800,000)           | 6,605,000            | 90,000                            |
| Combination tax and revenue refunding bonds            | 7,532,000            | -                   | (607,000)             | 6,925,000            | 635,000                           |
| Capital leases                                         | 967,248              | 441,350             | (180,477)             | 1,228,121            | 169,724                           |
| Unamortized premiums (discounts)                       | 498,692              | 834,667             | (173,920)             | 1,159,439            | -                                 |
| <b>Total bonds, notes and other payables, net</b>      | <b>21,858,773</b>    | <b>4,146,017</b>    | <b>(5,060,147)</b>    | <b>20,944,643</b>    | <b>1,200,974</b>                  |
| Other liabilities:                                     |                      |                     |                       |                      |                                   |
| Compensated absences                                   | 69,054               | 37,658              | (6,274)               | 100,438              | 26,257                            |
| Net pension liability                                  | 233,081              | -                   | (7,600)               | 225,481              | -                                 |
| Total other postemployment benefit liability           | 18,077               | 11,221              | -                     | 29,298               | -                                 |
| <b>Total business-type activities</b>                  | <b>\$ 22,178,985</b> | <b>\$ 4,194,896</b> | <b>\$ (5,074,021)</b> | <b>\$ 21,299,860</b> | <b>\$ 1,227,231</b>               |
| <b>Component Units - CDC:</b>                          |                      |                     |                       |                      |                                   |
| Bonds, notes and other payables:                       |                      |                     |                       |                      |                                   |
| Sales tax revenue bonds                                | \$ 2,870,000         | \$ -                | \$ (225,000)          | \$ 2,645,000         | \$ 160,000                        |
| Other liabilities:                                     |                      |                     |                       |                      |                                   |
| Compensated absences                                   | 3,952                | 10,620              | (614)                 | 13,958               | 5,065                             |
| Net pension liability                                  | 11,099               | -                   | (362)                 | 10,737               | -                                 |
| Total other postemployment benefit liability           | 861                  | 534                 | -                     | 1,395                | -                                 |
| <b>Total component units</b>                           | <b>\$ 2,885,912</b>  | <b>\$ 11,154</b>    | <b>\$ (225,976)</b>   | <b>\$ 2,671,090</b>  | <b>\$ 165,065</b>                 |

## City of Anna, Texas

### Notes to Financial Statements

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities in the governmental funds. The governmental activities compensated absences, OPEB liability, and net pension liability are generally liquidated by the general fund. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Long-term debt at year end was comprised of the following debt issues:

| Description                                                | Interest Rates | Balance              |
|------------------------------------------------------------|----------------|----------------------|
| <b>Governmental activities:</b>                            |                |                      |
| General obligation refunding bonds                         |                |                      |
| Series 2014B                                               | 0.30 - 2.40 %  | \$ 1,034,000         |
| Series 2021                                                | 2.00-5.00 %    | 8,460,000            |
| Total general obligation bonds                             |                | 9,494,000            |
| Certificates of obligation                                 |                |                      |
| Series 2018                                                | 3.00 - 4.00 %  | 30,425,000           |
| Total certificates of obligation                           |                | 30,425,000           |
| Combination tax and revenue refunding bonds                |                |                      |
| Series 2017                                                | 2.00 - 4.00 %  | 375,000              |
| Total certificates of obligation                           |                | 375,000              |
| <b>Total governmental activities long-term debt</b>        |                | <b>\$ 40,294,000</b> |
| <b>Business-type activities:</b>                           |                |                      |
| Contract revenue and revenue refunding bonds               |                |                      |
| Series 2006 GTUA Contract Revenue Bonds (12 &15)           | 2.95 - 3.75 %  | \$ 680,000           |
| 2007 GTUA Contract                                         | 2.95 - 4.10 %  | 1,030,000            |
| CGMA Pipeline Project Phase I                              | 2.29 - 5.74 %  | 299,583              |
| CGMA Pipeline Project Phase III                            | 2.67 - 5.62 %  | 848,750              |
| Total contract revenue and revenue refunding bonds         |                | 2,858,333            |
| TWDB state participation agreement                         |                |                      |
| CGMA Pipeline Project Phase II                             | 5.68 - 5.83 %  | 2,168,750            |
| Total TWDB state participation agreement                   |                | 2,168,750            |
| Combination tax & revenue certificates of obligation       |                |                      |
| Series 2014                                                | 2.00 - 2.65 %  | 3,735,000            |
| Series 2021                                                | 2.00-5.00 %    | 2,870,000            |
| Total combination tax & revenue certificates of obligation |                | 6,605,000            |
| Combination tax and revenue refunding bonds                |                |                      |
| Series 2014A                                               | 2.11%          | 1,550,000            |
| Series 2017                                                | 2.00 - 4.00 %  | 5,375,000            |
| Total combination tax and revenue refunding bonds          |                | 6,925,000            |
| Capital Leases                                             |                |                      |
| 2017 AMI Meters                                            | 2.00%          | 1,228,121            |
| Total capital leases                                       |                | 1,228,121            |
| <b>Total business-type activities long-term debt</b>       |                | <b>\$ 19,785,204</b> |
| <b>Component units:</b>                                    |                |                      |
| Sales Tax Revenue Bonds                                    |                |                      |
| CDC - Sales Tax Revenue Bonds - Series 2012B               | 3.30%          | \$ 1,285,000         |
| CDC - Sales Tax Revenue Bonds - Series 2016                | 1.9% - 4.5%    | 1,360,000            |
| <b>Total CDC long-term debt</b>                            |                | <b>\$ 2,645,000</b>  |



## City of Anna, Texas

### Notes to Financial Statements

The annual requirements to amortize general obligation bonds, certificates of obligation outstanding, and sales tax revenue bonds at year end were as follows:

| Year Ending<br>September 30, | Governmental Activities |                     |                      |                      |                             |                  |
|------------------------------|-------------------------|---------------------|----------------------|----------------------|-----------------------------|------------------|
|                              | GO Bonds                |                     | CO Bonds             |                      | Combination Tax and Revenue |                  |
|                              | Principal               | Interest            | Principal            | Interest             | Principal                   | Interest         |
| 2022                         | \$ 251,000              | \$ 294,960          | \$ 215,000           | \$ 1,250,475         | \$ 40,000                   | \$ 14,200        |
| 2023                         | 272,000                 | 284,159             | 215,000              | 1,242,950            | 35,000                      | 12,700           |
| 2024                         | 493,000                 | 270,817             | 235,000              | 1,233,950            | 35,000                      | 11,300           |
| 2025                         | 529,000                 | 250,886             | 240,000              | 1,224,450            | 25,000                      | 10,100           |
| 2026                         | 549,000                 | 229,488             | 250,000              | 1,214,650            | 25,000                      | 9,100            |
| 2027-2031                    | 1,500,000               | 902,750             | 3,885,000            | 5,662,875            | 215,000                     | 12,500           |
| 2032-2036                    | 1,755,000               | 555,750             | 6,605,000            | 4,438,100            | -                           | -                |
| 2037-2041                    | 1,965,000               | 345,200             | 7,110,000            | 3,032,000            | -                           | -                |
| 2042-2046                    | 2,180,000               | 124,650             | 7,995,000            | 1,559,900            | -                           | -                |
| 2047-2048                    | -                       | -                   | 3,675,000            | 148,500              | -                           | -                |
| <b>Totals</b>                | <b>\$ 9,494,000</b>     | <b>\$ 3,258,660</b> | <b>\$ 30,425,000</b> | <b>\$ 21,007,850</b> | <b>\$ 375,000</b>           | <b>\$ 69,900</b> |

| Year Ending<br>September 30, | Business-type Activities |                   |                                    |                     |                                                        |                     |
|------------------------------|--------------------------|-------------------|------------------------------------|---------------------|--------------------------------------------------------|---------------------|
|                              | Contract Revenue Bonds   |                   | TWDB State Participation Agreement |                     | Combination Tax and Revenue Certificates of Obligation |                     |
|                              | Principal                | Interest          | Principal                          | Interest            | Principal                                              | Interest            |
| 2022                         | \$ 306,250               | \$ 130,801        | \$ -                               | \$ 125,206          | \$ 90,000                                              | \$ 270,716          |
| 2023                         | 320,000                  | 118,496           | -                                  | 125,206             | 100,000                                                | 265,838             |
| 2024                         | 332,500                  | 105,503           | -                                  | 125,206             | 135,000                                                | 261,913             |
| 2025                         | 355,000                  | 91,820            | -                                  | 125,206             | 165,000                                                | 257,013             |
| 2026                         | 378,750                  | 76,879            | 95,000                             | 125,206             | 340,000                                                | 248,200             |
| 2027-2031                    | 702,083                  | 227,781           | 562,500                            | 538,167             | 3,640,000                                              | 835,456             |
| 2032-2036                    | 463,750                  | 68,107            | 745,000                            | 356,734             | 2,135,000                                              | 107,338             |
| 2037-2040                    | -                        | -                 | 766,250                            | 114,690             | -                                                      | -                   |
| <b>Totals</b>                | <b>\$ 2,858,333</b>      | <b>\$ 819,387</b> | <b>\$ 2,168,750</b>                | <b>\$ 1,635,621</b> | <b>\$ 6,605,000</b>                                    | <b>\$ 2,246,472</b> |

| Year Ending<br>September 30, | Combination Tax and Revenue |                     |
|------------------------------|-----------------------------|---------------------|
|                              | Principal                   | Interest            |
| 2022                         | \$ 635,000                  | \$ 255,300          |
| 2023                         | 654,000                     | 232,313             |
| 2024                         | 649,000                     | 208,528             |
| 2025                         | 645,000                     | 184,452             |
| 2026                         | 492,000                     | 163,176             |
| 2027-2031                    | 2,550,000                   | 544,800             |
| 2032-2036                    | 1,300,000                   | 52,000              |
| <b>Totals</b>                | <b>\$ 6,925,000</b>         | <b>\$ 1,640,569</b> |

**City of Anna, Texas**  
Notes to Financial Statements

| Year Ending<br>September 30, | CDC                                      |                   |
|------------------------------|------------------------------------------|-------------------|
|                              | Combination Tax and Revenue<br>Principal | Interest          |
| 2022                         | \$ 160,000                               | \$ 98,140         |
| 2023                         | 100,000                                  | 93,865            |
| 2024                         | 115,000                                  | 90,278            |
| 2025                         | 135,000                                  | 86,013            |
| 2026                         | 150,000                                  | 81,050            |
| 2027-2031                    | 1,065,000                                | 303,908           |
| 2032-2036                    | 780,000                                  | 105,203           |
| 2037                         | 140,000                                  | 3,150             |
| <b>Totals</b>                | <b>\$ 2,645,000</b>                      | <b>\$ 861,607</b> |

On November 2, 2021, the City issued \$11,330,000 in General Obligation Refunding Revenue Bonds Series 2021. From the sale, \$7,120,914 will be used to provide funding for various capital projects within the City. The remaining \$4,209,086 from the sale was deposited with an escrow agent to refund \$522,000 of General Obligation Refunding Revenue Bonds Series 2016 and \$3,360,000 Certificate of Obligations Series 2021. The difference between the new debt and the old debt, \$XXX, resulted in an economic gain of \$XXX

**Weaver to insert Special Assessment Bonds Disclosure**

**Contractual Obligations with Greater Texoma Utility Authority**

Under the terms of long term water supply and sewer service contracts between the City and Greater Texoma Utility Authority (GTUA), the City recognizes that GTUA has an undivided ownership interest in the City's water system and sewer collection and treatment facility equivalent to the percentage of the total cost of the facility provided by GTUA through the issuance of GTUA bonds.

The City has a contractual obligation to make payments specified by the contract to GTUA to pay the principal and interest on the bonds, maintain a Reserve Fund for the security and payment of bonds similarly secured, pay the administrative and overhead expenses of GTUA directly attributable to the bonds, and pay any extraordinary expenses incurred by GTUA in connection with the bonds. Under terms of the contracts the City's obligation to make payments to GTUA, as well as GTUA's ownership interest in the facilities terminates, when all of GTUA's bonds issued in connection with construction of the facilities have been paid in full, are retired, and are no longer outstanding.

**Collin Grayson Municipal Alliance Transmission Water Pipeline**

In 2004, the City, along with the City of Van Alstyne, Howe, and Melissa, formed a group called the Collin Grayson Municipal Alliance ("CGMA"). CGMA entered into a long-term contractual obligation with GTUA for the purpose of providing funds for the construction of a transmission water pipeline that will provide water to CGMA cities. The cost of the pipeline is being funded in four phases.

Each CMGA city was required to make payments to GTUA in an amount equivalent to 25% of the total obligation to cover their portion of the cost of the obligation until the pipeline project was completed. As water continues to flow to each CGMA city, the City shall be charged it's percentage or fraction share of debt service on the obligation based upon the amount of water to be paid by the City under its water contract (i.e. the greater of its minimum take-or-pay amount or the actual amount of water taken) divided by the total amount of water to be paid by all CGMA cities. The sum of the four (4) fractional amounts shall always equal 100% of the debt service on the contractual obligation with GTUA. The billing rates for each City will be calculated to provide funds necessary to cover the contractual obligation, interest, repairs, maintenance, and production costs.

## City of Anna, Texas

### Notes to Financial Statements

At the end of the contractual obligation with GTUA, the City will own an undivided interest in the transmission water pipeline based on the percentage of water it utilized and paid for during the contract term. The contract will expire and the transfer of ownership will occur during the fiscal year ended September 30, 2040, as long as no new debt is issued.

#### Capital Leases

On October 9, 2018, the City entered into a new lease agreement as lessee for financing the acquisition of a fire apparatus which is payable from the general fund. This lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of their future minimum lease payments as of the inception date.

On November 28, 2016, the City entered into a capital lease to finance the acquisition of water meters which is payable from the utility fund.

The assets acquired through the capital leases as of September 30, 2021 are as follows:

|                                | Governmental<br>Activities | Business-type<br>Activities |
|--------------------------------|----------------------------|-----------------------------|
| Assets:                        |                            |                             |
| Fire apparatus                 | \$ 485,068                 | \$ -                        |
| Water meters                   | -                          | 1,340,010                   |
| Sewer cleaner truck            |                            | 441,360                     |
| Less: Accumulated depreciation | (116,416)                  | (580,140)                   |
| <b>Total</b>                   | <b>\$ 368,652</b>          | <b>\$ 1,201,230</b>         |

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2021 are as follows:

| Year Ending<br>September 30,                   | Governmental<br>Activities | Business-type<br>Activities |
|------------------------------------------------|----------------------------|-----------------------------|
| 2022                                           | \$ 57,349                  | \$ 201,214                  |
| 2023                                           | 57,349                     | 201,214                     |
| 2024                                           | 57,349                     | 201,214                     |
| 2025                                           | 57,349                     | 201,214                     |
| 2026                                           | 57,349                     | 201,214                     |
| 2027-2028                                      | 114,698                    | 357,689                     |
| Total minimum future lease payments            | 401,443                    | 1,363,759                   |
| Less: amount representing interest             | (55,383)                   | (135,638)                   |
| <b>Present value of minimum lease payments</b> | <b>\$ 346,060</b>          | <b>\$ 1,228,121</b>         |

## City of Anna, Texas

### Notes to Financial Statements

#### Note 7. Interfund Balances and Activity

##### 1. Interfund Receivables and Payables

Interfund receivables and payables of the various funds at September 30, 2021 were as follows:

|                       | Interfund<br>Receivables | Interfund<br>Payables |
|-----------------------|--------------------------|-----------------------|
| General Fund          | \$ 605,859               | \$ -                  |
| Capital Projects Fund | -                        | 605,859               |
| <b>Totals</b>         | <b>\$ 605,859</b>        | <b>\$ 605,859</b>     |

Interfund balances consist of short-term lending/borrowing arrangements that have resulted primarily from expenditures that are paid by one fund and then charged back to the appropriate other fund. Additionally, some lending/borrowing may occur between two or more governmental funds due to earned revenues not being received from outside agencies until the subsequent year.

##### 2. Interfund Transfers

Transfers between funds during the year were as follows:

| Transfers Out  | Transfers In          | Amounts             |
|----------------|-----------------------|---------------------|
| General Fund   | Capital Projects Fund | \$ 2,087,052        |
| Nonmajor Funds | Capital Projects Fund | 1,282,546           |
| <b>Totals</b>  |                       | <b>\$ 3,369,598</b> |

Transfers to the capital project fund were for the road project.

#### Note 8. Other Information

##### A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City participates along with approximately 2,800 other entities in the Texas Municipal League's Intergovernmental Risk Pools (the "Pool"). The Pool purchases commercial insurance at group rates for participants in the Pool. The City has no additional risk or responsibility to the Pool, outside of the payment of insurance premiums. The City has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three years.

## City of Anna, Texas

### Notes to Financial Statements

#### Note 9. Defined Benefit Pension Plan

##### Plan Description

The City participates in one of 895 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Comprehensive Annual Financial Report (Annual Report) that can be obtained at [www.tmr.com](http://www.tmr.com).

All eligible employees of the City are required to participate in TMRS.

##### Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a partial lump sum distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by City were as follows:

|                                                                        | 2020                        | 2019                         |
|------------------------------------------------------------------------|-----------------------------|------------------------------|
| Employee deposit rate                                                  | 7.00%                       | 7.00%                        |
| Matching ratio (City to employee)                                      | 2 to 1                      | 2 to 1                       |
| Years required for vesting                                             | 5                           | 5                            |
| Service requirement eligibility<br>(expressed as age/years of service) | 60/5, 0/20                  | 60/5, 0/20                   |
| Updated service credit                                                 | 75% Repeating,<br>Transfers | 100% Repeating,<br>Transfers |
| Annuity increase (to retirees)                                         | 70% of CPI Repeating        | 70% of CPI Repeating         |

##### Employees Covered by Benefit Terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

|                                                                  |            |
|------------------------------------------------------------------|------------|
| Inactive employees or beneficiaries currently receiving benefits | 17         |
| Inactive employees entitled to but not yet receiving benefits    | 57         |
| Active employees                                                 | 99         |
| <b>Total</b>                                                     | <b>173</b> |

## City of Anna, Texas

### Notes to Financial Statements

#### Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 14.09% in calendar years 2020 and 2021, respectively. The City's contributions to TMRS for the year ended September 30, 2021, were \$1,094,001, and were equal to the required contributions.

#### Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2020, and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

#### Actuarial Assumptions

The total pension liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

|                           |                                                                    |
|---------------------------|--------------------------------------------------------------------|
| Inflation                 | 2.5% per year                                                      |
| Overall payroll growth    | 2.75% per year, adjusted down for population declines, if any      |
| Investment rate of return | 6.75%, net of pension plan investment expense, including inflation |

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.



## City of Anna, Texas

### Notes to Financial Statements

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, the actuary focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

| Asset Class           | Target<br>Allocation | Long-term<br>Expected Real<br>Rate of Return<br>(Arithmetic) |
|-----------------------|----------------------|--------------------------------------------------------------|
| Global Equity         | 30.0%                | 5.30%                                                        |
| Core Fixed Income     | 10.0%                | 1.25%                                                        |
| Non-Core Fixed Income | 20.0%                | 4.14%                                                        |
| Real Return           | 10.0%                | 3.85%                                                        |
| Real Estate           | 10.0%                | 4.00%                                                        |
| Absolute Return       | 10.0%                | 3.48%                                                        |
| Private Equity        | 10.0%                | 7.75%                                                        |
| <b>Total</b>          | <b>100.0%</b>        |                                                              |

#### Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

**City of Anna, Texas**  
Notes to Financial Statements

**Changes in Net Pension Liability**

|                                                                  | Increase (Decrease)               |                                       |                                       |
|------------------------------------------------------------------|-----------------------------------|---------------------------------------|---------------------------------------|
|                                                                  | Total Pension<br>Liability<br>(a) | Plan Fiduciary<br>Net Position<br>(b) | Net Pension<br>Liability<br>(a) - (b) |
| Balance at December 31, 2019                                     | \$ 9,401,478                      | \$ 8,291,568                          | \$ 1,109,910                          |
| Changes for the year:                                            |                                   |                                       |                                       |
| Service cost                                                     | 1,282,488                         | -                                     | 1,282,488                             |
| Interest                                                         | 665,239                           | -                                     | 665,239                               |
| Change of benefit terms                                          | -                                 | -                                     | -                                     |
| Difference between expected and actual<br>experience             | 31,578                            | -                                     | 31,578                                |
| Changes of assumptions                                           | -                                 | -                                     | -                                     |
| Contributions - employer                                         | -                                 | 927,155                               | (927,155)                             |
| Contributions - employee                                         | -                                 | 460,616                               | (460,616)                             |
| Net investment income                                            | -                                 | 631,955                               | (631,955)                             |
| Benefit payments, including refunds of employee<br>contributions | (374,666)                         | (374,666)                             | -                                     |
| Administrative expense                                           | -                                 | (4,073)                               | 4,073                                 |
| Other changes                                                    | -                                 | (158)                                 | 158                                   |
| Net changes                                                      | 1,604,639                         | 1,640,829                             | (36,190)                              |
| Balance at December 31, 2020                                     | \$ 11,006,117                     | \$ 9,932,397                          | \$ 1,073,720                          |

**Sensitivity of the Net Pension Liability to Changes in the Discount Rate**

The following presents the NPL of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

|                               | 1% Decrease in<br>Discount Rate<br>(5.75%) | Discount Rate<br>(6.75%) | 1% Increase in<br>Discount Rate<br>(7.75%) |
|-------------------------------|--------------------------------------------|--------------------------|--------------------------------------------|
| Net pension liability (asset) | \$ 3,112,642                               | \$ 1,073,720             | \$ (540,747)                               |

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan's fiduciary net position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at [www.tmr.com](http://www.tmr.com).

**Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

For the year ended September 30, 2021, the City recognized pension expense of \$870,618.

## City of Anna, Texas

### Notes to Financial Statements

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|                                                             | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources |
|-------------------------------------------------------------|--------------------------------------|-------------------------------------|
| Differences between expected and actual economic experience | \$ 230,461                           | \$ 45,335                           |
| Changes in actuarial assumptions                            | 34,882                               | -                                   |
| Difference between projected and actual investment earnings | -                                    | 231,622                             |
| Contributions subsequent to the measurement date            | 865,642                              | -                                   |
| <b>Totals</b>                                               | <b>\$ 1,130,985</b>                  | <b>\$ 276,957</b>                   |

\$865,642 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ending<br>December 31, |                    |
|-----------------------------|--------------------|
| 2021                        | \$ (44,740)        |
| 2022                        | 41,623             |
| 2023                        | (64,876)           |
| 2024                        | 47,241             |
| 2025                        | 9,138              |
| Thereafter                  | -                  |
| <b>Totals</b>               | <b>\$ (11,614)</b> |

## Note 10. Other Postemployment Benefits Plan

### Plan Description

Texas Municipal Retirement System (TMRS) administers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. Employers may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1. The City has elected to participate in the SDBF for its active members including retirees. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded single-employer OPEB plan (i.e. no assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75) for City reporting.

### Benefits Provided

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered another postemployment benefit (OPEB) and is a fixed amount of \$7,500.

## City of Anna, Texas

### Notes to Financial Statements

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

|                                                              |                   |
|--------------------------------------------------------------|-------------------|
| Inactive employees currently receiving benefits              | 13                |
| Inactive employees entitled to but not yet receiving benefit | 9                 |
| Active employees                                             | <u>99</u>         |
| <b>Total</b>                                                 | <u><u>121</u></u> |

### Contributions

The member city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers.

Contributions are made monthly based on the covered payroll of employee members of the participating member city. The contractually required contribution rate is determined annually for each city. The rate is based on the mortality and service experience of all employees covered by the SDBF and the demographics specific to the workforce of the city.

There is a one-year delay between the actuarial valuation that serves as the basis for the employer contribution rate and the calendar year when the rate goes into effect. The funding policy of this plan is to assure that adequate resources are available to meet all death benefit payments for the upcoming year.

The retiree portion of contribution rates to the SDBF for the City was 0.01% and 0.02% in calendar years 2020 and 2021. The City's contributions to the SDBF for the year ended September 30, 2021 were \$7,636, and were equal to the required contributions.

### Total OPEB Liability

The City's Total OPEB Liability was measured as of December 31, 2020 and was determined by an actuarial valuation as of that date.

### Actuarial Assumptions

The Total OPEB Liability In the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

|                  |                                   |
|------------------|-----------------------------------|
| Inflation        | 2.5% per year                     |
| Salary increases | 3.5% to 11.5% including inflation |
| Discount rate    | 2.00%                             |

Salary increases were based on a service-related table. Mortality rates for service retirees were based on the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB. Mortality rates for disabled retirees were based on the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103%. Based on the size of the City, rates are multiplied by an additional factor of 100.0%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements.

## City of Anna, Texas

### Notes to Financial Statements

The actuarial assumptions used in the December 31, 2020 valuation were developed primarily from an actuarial experience study of the four-year period from December 31, 2014 through December 31, 2018. The post-mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. In conjunction with these changes first used in the December 31, 2013 valuation, TMRS adopted the Entry Age Normal Actuarial Cost Method.

The discount rate (2.00%) was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

#### Changes in Total OPEB Liability

|                                                   | Total OPEB<br>Liability |
|---------------------------------------------------|-------------------------|
| Balance at December 31, 2019                      | \$ 86,081               |
| Changes for the year:                             |                         |
| Service cost                                      | 16,450                  |
| Interest on Total OPEB Liability                  | 2,584                   |
| Change of benefit terms                           | -                       |
| Difference between expected and actual experience | 11,180                  |
| Changes of assumptions or other inputs            | 23,878                  |
| Benefit payments                                  | (658)                   |
| Net changes                                       | 53,434                  |
| Balance at December 31, 2020                      | \$ 139,515              |

#### Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability, calculated using the discount rate of 2.00%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower (1.00%) or 1 percentage-point higher (3.00%) than the current rate:

| 1% Decrease in<br>Discount Rate<br>(1.00%) | Discount Rate<br>(2.00%) | 1% Increase in<br>Discount Rate<br>(3.00%) |
|--------------------------------------------|--------------------------|--------------------------------------------|
| \$ 181,068                                 | \$ 139,515               | \$ 108,791                                 |

#### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2021, the City recognized OPEB expense of \$24,720.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

|                                                       | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources |
|-------------------------------------------------------|--------------------------------------|-------------------------------------|
| Differences between expected and actual experience    | \$ -                                 | \$ 3,130                            |
| Changes in actuarial assumptions and other inputs     | 47,929                               | 3,517                               |
| Contributions made subsequent to the measurement date | 5,529                                | -                                   |
| <b>Totals</b>                                         | <b>\$ 53,458</b>                     | <b>\$ 6,647</b>                     |

## **City of Anna, Texas**

### **Notes to Financial Statements**

The \$5,529 reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will reduce the Total OPEB liability during the year ending September 30, 2021. The other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

| Year Ending<br>December 31, |           |               |
|-----------------------------|-----------|---------------|
| 2021                        | \$        | 5,685         |
| 2022                        |           | 5,685         |
| 2023                        |           | 5,685         |
| 2024                        |           | 5,685         |
| 2025                        |           | 5,556         |
| There after                 |           | 12,986        |
| <b>Totals</b>               | <b>\$</b> | <b>41,282</b> |

#### **Note 11. Villages of Hurricane Creek Public Improvement District**

On November 13, 2018, the City of Anna City Council approved Ordinance No. 2018-01-506 authorizing the creation of a Public Improvement District. The Hurricane Creek Public Improvement District consists of approximately 368.20 acres within the jurisdictions of the City. This district was created in accordance with Chapter 372.003 of the Texas Local Government Code, as amended.

On March 28, 2019 the City of Anna City Council approved the issuance and sale of two Special Assessment Revenue Bonds in the amounts of \$7,735,000 and \$3,535,000 known as Hurricane Creek Public Improvement District Improvement Area #1 Project and Hurricane Creeks Public Improvement District Improvement Major Improvement Area Project, respectively. These bonds were authorized in order to finance the projects benefiting the entire Hurricane Creek Public Improvement District including certain roadway, water, sewer, and drainage improvements.



## **Required Supplementary Information**

## City of Anna, Texas

### Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual General Fund For the Year Ended September 30, 2021

|                                                              | <b>Original<br/>Budget</b> | <b>Final<br/>Budget</b> | <b>Actual</b>       | <b>Final Budget<br/>Positive<br/>(Negative)</b> |
|--------------------------------------------------------------|----------------------------|-------------------------|---------------------|-------------------------------------------------|
| <b>REVENUES</b>                                              |                            |                         |                     |                                                 |
| Property taxes                                               | \$ 6,736,415               | \$ 6,736,415            | \$ 6,962,799        | \$ 226,384                                      |
| Sales taxes                                                  | 2,552,500                  | 2,205,000               | 2,929,876           | 724,876                                         |
| Charges for services                                         | 126,600                    | 151,600                 | 161,665             | 10,065                                          |
| License and permits                                          | 2,628,700                  | 2,147,100               | 4,159,517           | 2,012,417                                       |
| Franchise and local taxes                                    | 601,600                    | 601,600                 | 726,006             | 124,406                                         |
| Investment income                                            | 70,000                     | 70,000                  | 35,095              | (34,905)                                        |
| Other revenues                                               | 13,300                     | 13,300                  | 19,536              | 6,236                                           |
| Intergovernmental                                            | 133,195                    | 133,195                 | 140,426             | 7,231                                           |
| Fines and forfeitures                                        | 80,000                     | 80,000                  | 124,993             | 44,993                                          |
| Contributions and donations                                  | -                          | -                       | 610                 | 610                                             |
| Total revenues                                               | 12,942,310                 | 12,138,210              | 15,260,523          | 3,122,313                                       |
| <b>EXPENDITURES</b>                                          |                            |                         |                     |                                                 |
| Current:                                                     |                            |                         |                     |                                                 |
| General government                                           | 3,089,917                  | 2,892,788               | 3,250,888           | (358,100)                                       |
| Culture and recreation                                       | 1,268,005                  | 1,252,705               | 1,178,694           | 74,011                                          |
| Community services                                           | 1,213,554                  | 1,058,813               | 1,198,963           | (140,150)                                       |
| Public safety                                                | 5,776,797                  | 5,224,900               | 5,763,091           | (538,191)                                       |
| Public works                                                 | 681,046                    | 681,046                 | 1,238,075           | (557,029)                                       |
| Debt service                                                 |                            |                         |                     |                                                 |
| Principal                                                    | 43,000                     | -                       | 42,366              | (42,366)                                        |
| Interest and fiscal charges                                  | 15,000                     | -                       | 14,993              | (14,993)                                        |
| Capital outlay                                               | 744,826                    | 417,326                 | 409,672             | 7,654                                           |
| Total expenditures                                           | 12,832,145                 | 11,527,578              | 13,096,742          | (1,569,164)                                     |
| Excess (deficiency) of revenues<br>over (under) expenditures | 110,165                    | 610,632                 | 2,163,781           | 1,553,149                                       |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |                            |                         |                     |                                                 |
| Proceeds from sale of capital assets                         | -                          | -                       | 50,000              | 50,000                                          |
| Transfers out                                                | (2,007,779)                | (609,246)               | (2,087,052)         | (1,477,806)                                     |
| Total other financing sources (uses)                         | (2,007,779)                | (609,246)               | (2,037,052)         | (1,427,806)                                     |
| Net change in fund balance                                   | (1,897,614)                | 1,386                   | 126,729             | 125,343                                         |
| Beginning fund balance                                       | 6,445,516                  | 6,445,516               | 6,445,516           | -                                               |
| <b>ENDING FUND BALANCE</b>                                   | <b>\$ 4,547,902</b>        | <b>\$ 6,446,902</b>     | <b>\$ 6,572,245</b> | <b>\$ 125,343</b>                               |

#### Notes to Schedule

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP)

## City of Anna, Texas

### Schedule of Changes in the Net Pension Liability and Related Ratios – TMRS Last Seven Measurement Periods

|                                                                           | 2020                 | 2019                | 2018                | 2017                | 2016                | 2015                | 2014                |
|---------------------------------------------------------------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>TOTAL PENSION LIABILITY</b>                                            |                      |                     |                     |                     |                     |                     |                     |
| Service cost                                                              | \$ 1,282,488         | \$ 1,008,055        | \$ 860,365          | \$ 698,771          | \$ 608,067          | \$ 527,867          | \$ 429,268          |
| Interest                                                                  | 665,239              | 546,834             | 464,692             | 398,225             | 343,924             | 309,015             | 277,884             |
| Changes of benefit terms                                                  | -                    | -                   | -                   | -                   | -                   | -                   | -                   |
| Differences between expected<br>and actual experience                     | 31,578               | 294,521             | 13,331              | (9,109)             | (60,518)            | (110,141)           | (173,824)           |
| Change of assumptions                                                     | -                    | 47,825              | -                   | -                   | -                   | 19,349              | -                   |
| Benefit payments, including refunds<br>of employee contributions          | (374,666)            | (185,961)           | (204,657)           | (163,326)           | (101,394)           | (109,637)           | (166,160)           |
| Net change in total pension liability                                     | 1,604,639            | 1,711,274           | 1,133,731           | 924,561             | 790,079             | 636,453             | 367,168             |
| Total pension liability - beginning                                       | 9,401,478            | 7,690,204           | 6,556,473           | 5,631,912           | 4,841,833           | 4,205,380           | 3,838,212           |
| <b>TOTAL PENSION LIABILITY - ENDING (a)</b>                               | <b>\$ 11,006,117</b> | <b>\$ 9,401,478</b> | <b>\$ 7,690,204</b> | <b>\$ 6,556,473</b> | <b>\$ 5,631,912</b> | <b>\$ 4,841,833</b> | <b>\$ 4,205,380</b> |
| <b>PLAN FIDUCIARY NET POSITION</b>                                        |                      |                     |                     |                     |                     |                     |                     |
| Contributions - employer                                                  | \$ 927,155           | \$ 747,632          | \$ 618,080          | \$ 516,066          | \$ 442,230          | \$ 386,733          | \$ 270,279          |
| Contributions - employee                                                  | 460,616              | 356,743             | 298,589             | 249,306             | 217,388             | 194,478             | 170,293             |
| Net investment income (loss)                                              | 631,955              | 991,697             | (175,951)           | 641,130             | 257,535             | 4,915               | 165,488             |
| Benefit payments, including refunds<br>of employee contributions          | (374,666)            | (185,961)           | (204,657)           | (163,326)           | (101,394)           | (109,637)           | (166,160)           |
| Administrative expense                                                    | (4,073)              | (5,580)             | (3,389)             | (3,315)             | (2,902)             | (2,992)             | (1,727)             |
| Other                                                                     | (158)                | (168)               | (176)               | (169)               | (156)               | (148)               | (142)               |
| Net change in plan fiduciary net position                                 | 1,640,829            | 1,904,363           | 532,496             | 1,239,692           | 812,701             | 473,349             | 438,031             |
| Plan fiduciary net position - beginning                                   | 8,291,568            | 6,387,205           | 5,854,709           | 4,615,017           | 3,802,316           | 3,328,967           | 2,890,936           |
| <b>PLAN FIDUCIARY NET POSITION - ENDING (b)</b>                           | <b>\$ 9,932,397</b>  | <b>\$ 8,291,568</b> | <b>\$ 6,387,205</b> | <b>\$ 5,854,709</b> | <b>\$ 4,615,017</b> | <b>\$ 3,802,316</b> | <b>\$ 3,328,967</b> |
| <b>NET PENSION LIABILITY - ENDING (a)-(b)</b>                             | <b>\$ 1,073,720</b>  | <b>\$ 1,109,910</b> | <b>\$ 1,302,999</b> | <b>\$ 701,764</b>   | <b>\$ 1,016,895</b> | <b>\$ 1,039,517</b> | <b>\$ 876,413</b>   |
| Plan fiduciary net position as a<br>percentage of total pension liability | 90%                  | 88%                 | 83%                 | 89%                 | 82%                 | 79%                 | 79%                 |
| Covered payroll                                                           | \$ 6,580,234         | \$ 5,096,334        | \$ 4,265,561        | \$ 3,561,515        | \$ 1,194,348        | \$ 2,778,260        | \$ 2,432,756        |
| Net pension liability as a<br>percentage of covered payroll               | 16%                  | 22%                 | 31%                 | 20%                 | 85%                 | 37%                 | 36%                 |

#### Notes to Schedule

1. This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

## City of Anna, Texas

### Schedule of Employer Contributions to Pension Plan - TMRS Last Seven Years

|                                                                         | <b>2021</b>  | <b>2020</b>  | <b>2019</b>  | <b>2018</b>  | <b>2017</b>  | <b>2016</b>  | <b>2015</b>  |
|-------------------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Actuarially determined contribution                                     | \$ 1,094,001 | \$ 906,255   | \$ 701,932   | \$ 592,188   | \$ 490,248   | \$ 444,631   | \$ 353,170   |
| Contributions in relation to the<br>actuarially determined contribution | 1,094,001    | 906,255      | 701,932      | 592,188      | 490,248      | 444,631      | 353,170      |
| <b>Contribution deficiency (excess)</b>                                 | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  |
| Covered payroll                                                         | \$ 7,764,378 | \$ 6,373,692 | \$ 4,798,511 | \$ 4,086,822 | \$ 3,396,686 | \$ 3,140,567 | \$ 2,881,090 |
| Contributions as a percentage of<br>covered payroll                     | 14.09%       | 14.22%       | 14.63%       | 14.49%       | 14.43%       | 14.16%       | 12.26%       |

#### Notes to Schedule

1. This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.
2. GASB 68, paragraph 81.2.b requires that the data in this schedule be presented as of the City's fiscal year as opposed to the time period covered by the measurement date.

## City of Anna, Texas

### Schedule of Changes in Total OPEB Liability and Related Ratios – TMRS Last Four Measurement Periods

|                                                                  | 2020              | 2019             | 2018             | 2017             |
|------------------------------------------------------------------|-------------------|------------------|------------------|------------------|
| <b>TOTAL OPEB LIABILITY</b>                                      |                   |                  |                  |                  |
| Service cost                                                     | \$ 16,451         | \$ 9,173         | \$ 8,958         | \$ 6,767         |
| Interest (on the Total OPEB Liability)                           | 2,584             | 2,306            | 1,996            | 1,716            |
| Change of benefit terms                                          | -                 | -                | -                | -                |
| Differences between expected and actual experience               | 11,180            | (964)            | (3,622)          | -                |
| Changes in assumptions or other inputs                           | 23,878            | 18,247           | (5,341)          | 5,334            |
| Benefit payments                                                 | (658)             | (510)            | -                | -                |
| Net change in total OPEB liability                               | 53,435            | 28,252           | 1,991            | 13,817           |
| Total OPEB liability - beginning                                 | 86,081            | 57,829           | 55,838           | 42,021           |
| <b>TOTAL OPEB LIABILITY - ENDING (a)</b>                         | <b>\$ 139,516</b> | <b>\$ 86,081</b> | <b>\$ 57,829</b> | <b>\$ 55,838</b> |
| Covered-employee payroll                                         | \$ 6,580,234      | \$ 5,096,334     | \$ 4,265,563     | \$ 3,561,515     |
| Total OPEB liability as a percentage of covered-employee payroll | 2.12%             | 1.69%            | 1.36%            | 1.57%            |

#### Notes to Schedule

1. This schedule is presented to illustrate the requirement to show information for 10 years. However, recalculations of prior years are not reported in accordance with the standards of GASB 74/75 and should not be shown here. Therefore, only years for which the new GASB statements have been implemented have been shown and ultimately ten years will be presented.

## City of Anna, Texas

### Schedule of OPEB Contributions - TMRS

#### Last Four Fiscal Years

|                                                                         | <b>2021</b> | <b>2020</b> | <b>2019</b> | <b>2018</b> |
|-------------------------------------------------------------------------|-------------|-------------|-------------|-------------|
| Actuarially determined contribution                                     | \$ 7,636    | \$ 8,286    | \$ 6,238    | \$ 4,496    |
| Contributions in relation to the<br>actuarially determined contribution | 7,636       | 8,286       | 6,238       | 4,496       |
| <b>Contribution deficiency (excess)</b>                                 | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |
| Covered-employee payroll                                                | 7,764,378   | 6,373,692   | 4,798,511   | 4,086,822   |
| Contributions as a percentage of<br>covered-employee payroll            | 0.10%       | 0.13%       | 0.13%       | 0.11%       |

#### Notes to Schedule

1. This schedule is presented to illustrate the requirement to show for 10 years. However, recalculations of prior years are not reported in accordance with the standards of GASB 74/75 and should not be shown here. Therefore, only years for which the new GASB statements have been implemented will be shown and ultimately ten years will be presented.
2. GASB 75 paragraph 57 requires that the data in this schedule be presented as of the City's fiscal year as opposed to the time period covered by the measurement date.



## **Combining and Individual Fund Financial Statements and Schedule**

# THE CITY OF **Anna**

## **Nonmajor Governmental Funds**

### **Special Revenue Funds**

#### **Roadway Impact Fee Service Area 1**

Accounts for revenue and expenditures from developer impact fees for future strategic roadway improvements for service area 1.

#### **Roadway Impact Fee Service Area 2**

Accounts for revenue and expenditures from developer impact fees for future strategic roadway improvements for service area 2.

#### **Road Capital Development Agreement Fund**

Accounts for negotiated developer agreements for road and street impact fees.

#### **Police Seizure Fund**

Accounts for revenues generated from property seized in connection with illegal activity once the property is forfeited after prosecution that can only be used in accordance with applicable state and federal laws.

#### **Park Development Fund**

Accounts for park development fees from developer agreements or the subdivision ordinance in support of the City's parks master plan.

#### **Fire Department Capital Improvement Fund**

Accounts for voluntary fees negotiated with developers in support of the Anna Fire Department for fire capital projects.

#### **Tax Increment Reinvestment Zone Number 2 (TIRZ #2) Fund**

Accounts for financing resources to pay for infrastructure costs to facilitate the mixed-use development project.

#### **Other Special Revenue Fund**

Accounts for all other miscellaneous restricted funds not described in other special revenue funds.

**City of Anna, Texas**  
Combining Balance Sheet  
Nonmajor Governmental Funds  
September 30, 2021

|                                            | <b>Roadway<br/>Impact Fee<br/>SVC Area 1</b> | <b>Roadway<br/>Impact Fee<br/>SVC Area 2</b> | <b>Road Capital<br/>Dev. Agr.<br/>Fund</b> | <b>Police Seizure<br/>Fund</b> | <b>Park<br/>Development<br/>Fund</b> |
|--------------------------------------------|----------------------------------------------|----------------------------------------------|--------------------------------------------|--------------------------------|--------------------------------------|
| <b>ASSETS</b>                              |                                              |                                              |                                            |                                |                                      |
| Cash and cash equivalents                  | \$ 919,339                                   | \$ 1,288,546                                 | \$ 1,266,509                               | \$ 12,491                      | \$ 2,787,283                         |
| Receivables, net                           | -                                            | -                                            | -                                          | -                              | -                                    |
| Total assets                               | <u>\$ 919,339</u>                            | <u>\$ 1,288,546</u>                          | <u>\$ 1,266,509</u>                        | <u>\$ 12,491</u>               | <u>\$ 2,787,283</u>                  |
| <b>LIABILITIES</b>                         |                                              |                                              |                                            |                                |                                      |
| Accounts payable and other liabilities     | \$ -                                         | \$ -                                         | \$ 945,657                                 | \$ -                           | \$ 65,147                            |
| Accrued liabilities                        | -                                            | -                                            | -                                          | -                              | 7,664                                |
| Total liabilities                          | <u>-</u>                                     | <u>-</u>                                     | <u>945,657</u>                             | <u>-</u>                       | <u>72,811</u>                        |
| <b>FUND BALANCES</b>                       |                                              |                                              |                                            |                                |                                      |
| Restricted for:                            |                                              |                                              |                                            |                                |                                      |
| Public safety                              | -                                            | -                                            | -                                          | 12,491                         | -                                    |
| Capital projects                           | 919,339                                      | 1,288,546                                    | 320,852                                    | -                              | 2,714,472                            |
| Unassigned                                 | -                                            | -                                            | -                                          | -                              | -                                    |
| Total fund balances                        | <u>919,339</u>                               | <u>1,288,546</u>                             | <u>320,852</u>                             | <u>12,491</u>                  | <u>2,714,472</u>                     |
| <b>TOTAL LIABILITIES AND FUND BALANCES</b> | <u>\$ 919,339</u>                            | <u>\$ 1,288,546</u>                          | <u>\$ 1,266,509</u>                        | <u>\$ 12,491</u>               | <u>\$ 2,787,283</u>                  |

| <b>Fire Dept.<br/>Capital Impr.<br/>Fund</b> | <b>TIRZ #2</b>  | <b>Other Special<br/>Revenue Fund</b> | <b>Total Nonmajor<br/>Governmental<br/>Funds</b> |
|----------------------------------------------|-----------------|---------------------------------------|--------------------------------------------------|
| \$ 186,334                                   | \$ 8,564        | \$ 160,409                            | \$ 6,629,475                                     |
| -                                            | -               | 5,167                                 | 5,167                                            |
| <u>\$ 186,334</u>                            | <u>\$ 8,564</u> | <u>\$ 165,576</u>                     | <u>\$ 6,634,642</u>                              |
| \$ -                                         | \$ -            | \$ -                                  | \$ 1,010,804                                     |
| -                                            | -               | -                                     | 7,664                                            |
| -                                            | -               | -                                     | 1,018,468                                        |
| 186,334                                      | -               | 165,576                               | 364,401                                          |
| -                                            | 8,564           | -                                     | 5,251,773                                        |
| -                                            | -               | -                                     | -                                                |
| <u>186,334</u>                               | <u>8,564</u>    | <u>165,576</u>                        | <u>5,616,174</u>                                 |
| <u>\$ 186,334</u>                            | <u>\$ 8,564</u> | <u>\$ 165,576</u>                     | <u>\$ 6,634,642</u>                              |

# City of Anna, Texas

## Combining Statement of Revenues, Expenditures, and Changes in Fund Balances Nonmajor Governmental Funds For the Year Ended September 30, 2021

|                                                              | Roadway<br>Impact Fee<br>SVC Area 1 | Roadway<br>Impact Fee<br>SVC Area 2 | Road Capital<br>Dev. Agr.<br>Fund | Police Seizure<br>Fund | Park<br>Development<br>Fund |
|--------------------------------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|------------------------|-----------------------------|
| <b>REVENUES</b>                                              |                                     |                                     |                                   |                        |                             |
| Property taxes                                               | \$ -                                | \$ -                                | \$ -                              | \$ -                   | \$ -                        |
| Charges for services                                         | 1,190,766                           | 397,107                             | -                                 | -                      | 1,711,171                   |
| Fines and forfeitures                                        | -                                   | -                                   | -                                 | -                      | -                           |
| Investment income                                            | 5,606                               | 4,471                               | 4,869                             | 62                     | 9,990                       |
| Other revenue                                                | -                                   | -                                   | -                                 | 3,135                  | -                           |
| Total revenues                                               | 1,196,372                           | 401,578                             | 4,869                             | 3,197                  | 1,721,161                   |
| <b>EXPENDITURES</b>                                          |                                     |                                     |                                   |                        |                             |
| Current:                                                     |                                     |                                     |                                   |                        |                             |
| General government                                           | -                                   | -                                   | -                                 | -                      | -                           |
| Culture and recreation                                       | -                                   | -                                   | -                                 | -                      | 497,193                     |
| Public safety                                                | -                                   | -                                   | -                                 | 1,881                  | -                           |
| Capital outlay                                               | -                                   | -                                   | -                                 | -                      | 841,637                     |
| Total expenditures                                           | -                                   | -                                   | -                                 | 1,881                  | 1,338,830                   |
| Excess (deficiency) of revenues<br>over (under) expenditures | 1,196,372                           | 401,578                             | 4,869                             | 1,316                  | 382,331                     |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |                                     |                                     |                                   |                        |                             |
| Transfers out                                                | (1,119,853)                         | (10,893)                            | (151,800)                         | -                      | -                           |
| Proceeds from sale of capital assets                         | -                                   | -                                   | -                                 | 1,619                  | 10,000                      |
| Total other financing (uses)                                 | (1,119,853)                         | (10,893)                            | (151,800)                         | 1,619                  | 10,000                      |
| Net change in fund balances                                  | 76,519                              | 390,685                             | (146,931)                         | 2,935                  | 392,331                     |
| Fund balances, beginning of year                             | 842,820                             | 897,861                             | 467,783                           | 9,556                  | 2,322,141                   |
| <b>FUND BALANCES, END OF YEAR</b>                            | <b>\$ 919,339</b>                   | <b>\$ 1,288,546</b>                 | <b>\$ 320,852</b>                 | <b>\$ 12,491</b>       | <b>\$ 2,714,472</b>         |



| <b>Fire Dept.<br/>Capital Impr.<br/>Fund</b> | <b>TIRZ #2</b>  | <b>Other Special<br/>Revenue Fund</b> | <b>Total Nonmajor<br/>Governmental<br/>Funds</b> |
|----------------------------------------------|-----------------|---------------------------------------|--------------------------------------------------|
| \$ -                                         | \$ 10,136       | \$ -                                  | \$ 10,136                                        |
| 53,400                                       | -               | -                                     | 3,352,444                                        |
| -                                            | -               | 4,272                                 | 4,272                                            |
| 602                                          | -               | 503                                   | 26,103                                           |
| -                                            | -               | 27,460                                | 30,595                                           |
| 54,002                                       | 10,136          | 32,235                                | 3,423,550                                        |
| -                                            | -               | 3,250                                 | 3,250                                            |
| -                                            | 1,572           | -                                     | 498,765                                          |
| -                                            | -               | 7,500                                 | 9,381                                            |
| -                                            | -               | -                                     | 841,637                                          |
| -                                            | 1,572           | 10,750                                | 1,353,033                                        |
| 54,002                                       | 8,564           | 21,485                                | 2,070,517                                        |
| -                                            | -               | -                                     | (1,282,546)                                      |
| -                                            | -               | -                                     | 11,619                                           |
| -                                            | -               | -                                     | (1,270,927)                                      |
| 54,002                                       | 8,564           | 21,485                                | 799,590                                          |
| 132,332                                      | -               | 144,091                               | 4,816,584                                        |
| <u>\$ 186,334</u>                            | <u>\$ 8,564</u> | <u>\$ 165,576</u>                     | <u>\$ 5,616,174</u>                              |

# City of Anna, Texas

## Balance Sheet

### Community Development Corporation

September 30, 2021

|                                                                                | <b>Anna Community<br/>Development<br/>Corporation</b> |
|--------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>ASSETS</b>                                                                  |                                                       |
| Cash and cash equivalents                                                      | \$ 1,527,843                                          |
| Receivables, net                                                               | <u>413,625</u>                                        |
| <b>TOTAL ASSETS</b>                                                            | <u><u>\$ 1,941,468</u></u>                            |
| <b>LIABILITIES</b>                                                             |                                                       |
| Accounts payable                                                               | \$ 50,187                                             |
| Accrued salaries                                                               | <u>8,092</u>                                          |
| Total liabilities                                                              | 58,279                                                |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                           |                                                       |
| Unavailable revenue:                                                           |                                                       |
| Local business loans                                                           | <u>41,310</u>                                         |
| Total deferred inflows of resources                                            | 41,310                                                |
| <b>FUND BALANCES</b>                                                           |                                                       |
| Restricted for:                                                                |                                                       |
| Community Development                                                          | <u>1,841,879</u>                                      |
| Total fund balances                                                            | <u><u>1,841,879</u></u>                               |
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES,<br/>AND FUND BALANCES</b> | <u><u>\$ 1,941,468</u></u>                            |

## City of Anna, Texas

### Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position Community Development Corporation September 30, 2021

|                                                                                                                                                                  |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</b>                                                                                                                  | <b>\$ 1,841,879</b> |
| Amounts reported for governmental activities in the statement of net position are different because:                                                             |                     |
| Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.                                        | 2,757,904           |
| The following deferred outflows of resources and deferred inflows of resources are not reported in governmental funds:                                           |                     |
| Deferred outflows of resources - OPEB                                                                                                                            | 534                 |
| Deferred outflows of resources - pension                                                                                                                         | 11,309              |
| Deferred inflows of resources - OPEB                                                                                                                             | (66)                |
| Deferred inflows of resources - pension                                                                                                                          | (2,770)             |
| Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the fund financial statements. |                     |
| Long-term liabilities consist of:                                                                                                                                |                     |
| Sales tax revenue bonds                                                                                                                                          | (2,645,000)         |
| Compensated absences                                                                                                                                             | (13,958)            |
| Accrued interest                                                                                                                                                 | (12,596)            |
| Total OPEB liability                                                                                                                                             | (1,395)             |
| Net pension liability                                                                                                                                            | (10,737)            |
| Unavailable revenues are recognized as revenue in the statement of net position.                                                                                 | 41,310              |
| <b>NET POSITION OF GOVERNMENTAL ACTIVITIES</b>                                                                                                                   | <b>\$ 1,966,414</b> |

## City of Anna, Texas

### Statement of Revenues, Expenditures, and Changes in Fund Balances Community Development Corporation For the Year Ended September 30, 2021

|                                                              | <b>Anna Community<br/>Development<br/>Corporation</b> |
|--------------------------------------------------------------|-------------------------------------------------------|
| <b>REVENUES</b>                                              |                                                       |
| Sales taxes                                                  | \$ 1,757,926                                          |
| Contributions                                                | 180                                                   |
| Investment income                                            | 7,507                                                 |
|                                                              | <hr/>                                                 |
| Total revenues                                               | 1,765,613                                             |
| <b>EXPENDITURES</b>                                          |                                                       |
| Current:                                                     |                                                       |
| Community and economic development                           | 986,922                                               |
| Debt service:                                                |                                                       |
| Principal retirement                                         | 225,000                                               |
| Interest and fiscal charges                                  | 104,887                                               |
|                                                              | <hr/>                                                 |
| Total expenditures                                           | 1,316,809                                             |
|                                                              | <hr/>                                                 |
| Excess (deficiency) of revenues<br>over (under) expenditures | 448,804                                               |
|                                                              | <hr/>                                                 |
| Net change in fund balances                                  | 448,804                                               |
| Fund balance, beginning of year                              | 1,393,075                                             |
|                                                              | <hr/>                                                 |
| <b>Fund balance, end of year</b>                             | <b>\$ 1,841,879</b>                                   |
|                                                              | <hr/>                                                 |

## City of Anna, Texas

### Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities Community Development Corporation For the Year Ended September 30, 2021

|                                                                                                                                                                                                                        |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</b>                                                                                                                                                          | <b>\$ 448,804</b>        |
| Amounts reported for governmental activities in the statement of activities<br>are different because:                                                                                                                  |                          |
| Current year long-term debt principal payments on tax notes payable are expenditures<br>in the fund financial statements but are shown as reductions in long-term debt in the<br>government-wide financial statements. | 225,000                  |
| Some expenses reported in the statement of activities do not require the use of current<br>financial resources and, therefore, are not reported as expenditures in governmental<br>funds.                              |                          |
| Decrease in accrued interest                                                                                                                                                                                           | 871                      |
| Increase in accrued compensated absences                                                                                                                                                                               | (10,006)                 |
| Decrease in net pension liability and related deferred inflows and outflows                                                                                                                                            | 2,232                    |
| Increase in total OPEB liability and related deferred inflows and outflows                                                                                                                                             | (249)                    |
|                                                                                                                                                                                                                        | <hr/>                    |
| <b>CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES</b>                                                                                                                                                               | <b><u>\$ 666,652</u></b> |

# City of Anna, Texas

## Balance Sheet

### Economic Development Corporation

September 30, 2021

|                                                                                | <b>Anna Economic<br/>Development<br/>Corporation</b> |
|--------------------------------------------------------------------------------|------------------------------------------------------|
| <b>ASSETS</b>                                                                  |                                                      |
| Cash and cash equivalents                                                      | \$ 410,041                                           |
| Receivables, net                                                               | 87,527                                               |
| <b>TOTAL ASSETS</b>                                                            | <b>\$ 497,568</b>                                    |
| <b>LIABILITIES</b>                                                             |                                                      |
| Accounts payable                                                               | \$ 1,814                                             |
| Total liabilities                                                              | 1,814                                                |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                           |                                                      |
| Unavailable revenue:                                                           |                                                      |
| Local business loans                                                           | 87,527                                               |
| Total deferred inflows of resources                                            | 87,527                                               |
| <b>FUND BALANCES</b>                                                           |                                                      |
| Restricted for:                                                                |                                                      |
| Economic Development                                                           | 408,227                                              |
| Total fund balances                                                            | 408,227                                              |
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES,<br/>AND FUND BALANCES</b> | <b>\$ 497,568</b>                                    |



**City of Anna, Texas**

Reconciliation of Governmental Fund Balance Sheet  
to the Statement of Net Position  
Economic Development Corporation  
September 30, 2021

|                                                                                                                              |                          |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</b>                                                                              | \$ 408,227               |
| Amounts reported for governmental activities in the statement of net position<br>are different because:                      |                          |
| Capital assets used in governmental activities are not financial resources and,<br>therefore, are not reported in the funds. | 297,619                  |
| Unavailable revenues are recognized as revenue in the statement of net position.                                             | <u>87,527</u>            |
| <b>NET POSITION OF GOVERNMENTAL ACTIVITIES</b>                                                                               | <u><u>\$ 793,373</u></u> |

## City of Anna, Texas

### Statement of Revenues, Expenditures, and Changes in Fund Balance Economic Development Corporation For the Year Ended September 30, 2021

|                                         | <b>Anna Economic<br/>Development<br/>Corporation</b> |
|-----------------------------------------|------------------------------------------------------|
| <b>REVENUES</b>                         |                                                      |
| Charges for services                    | \$ 11,276                                            |
| Investment income                       | 2,457                                                |
|                                         | <hr/>                                                |
| Total revenues                          | 13,733                                               |
| <b>EXPENDITURES</b>                     |                                                      |
| Current:                                |                                                      |
| Community and economic development      | <hr/> 65,888                                         |
| Total expenditures                      | <hr/> 65,888                                         |
| Excess of revenues<br>over expenditures | <hr/> (52,155)                                       |
| Net change in fund balances             | (52,155)                                             |
| Fund balance, beginning of year         | <hr/> 460,382                                        |
| <b>Fund balance, end of year</b>        | <hr/> <hr/> \$ 408,227                               |

## City of Anna, Texas

Reconciliation of the Statement of Revenues, Expenditures, and Changes  
in Fund Balance of the Governmental Fund to the Statement of Activities  
Economic Development Corporation  
For the Year Ended September 30, 2021

|                                                               |             |
|---------------------------------------------------------------|-------------|
| <b>NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</b> | \$ (52,155) |
|---------------------------------------------------------------|-------------|

Amounts reported for governmental activities in the statement  
of activities are different because:

|                                                                                                                                        |          |
|----------------------------------------------------------------------------------------------------------------------------------------|----------|
| Depreciation is not recognized as an expense in governmental funds since it<br>does not require the use of current financial resources | (19,850) |
|----------------------------------------------------------------------------------------------------------------------------------------|----------|

|                                                          |             |
|----------------------------------------------------------|-------------|
| <b>CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES</b> | \$ (72,005) |
|----------------------------------------------------------|-------------|

## City of Anna, Texas

### Schedule of Revenues, Expenditures, and Changes In Fund Balances – Budget and Actual Community Development Corporation For the Year Ended September 30, 2021

|                                                              | <b>Original<br/>Budget</b> | <b>Final<br/>Budget</b>    | <b>Actual</b>              | <b>Final Budget<br/>Positive<br/>(Negative)</b> |
|--------------------------------------------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------------------|
| <b>REVENUES</b>                                              |                            |                            |                            |                                                 |
| Sales and use tax                                            | \$ 1,300,000               | \$ 1,300,000               | \$ 1,757,926               | \$ 457,926                                      |
| Contributions                                                | -                          | -                          | 180                        | 180                                             |
| Investment income                                            | 11,140                     | 11,140                     | 7,507                      | (3,633)                                         |
|                                                              | <u>1,311,140</u>           | <u>1,311,140</u>           | <u>1,765,613</u>           | <u>454,473</u>                                  |
| <b>EXPENDITURES</b>                                          |                            |                            |                            |                                                 |
| Current:                                                     |                            |                            |                            |                                                 |
| Community and economic development                           | 1,052,485                  | 981,889                    | 986,922                    | (5,033)                                         |
| Debt Service:                                                |                            |                            |                            |                                                 |
| Principal retirement                                         | 225,000                    | 225,000                    | 225,000                    | -                                               |
| Interest and fiscal charges                                  | 104,251                    | 104,251                    | 104,887                    | (636)                                           |
|                                                              | <u>1,381,736</u>           | <u>1,311,140</u>           | <u>1,316,809</u>           | <u>(5,669)</u>                                  |
| Excess (deficiency) of revenues<br>over (under) expenditures | <u>(70,596)</u>            | <u>-</u>                   | <u>448,804</u>             | <u>448,804</u>                                  |
| Net change in fund balance                                   | (70,596)                   | -                          | 448,804                    | 448,804                                         |
| Fund balances, beginning of year                             | <u>1,393,075</u>           | <u>1,393,075</u>           | <u>1,393,075</u>           | <u>-</u>                                        |
| <b>FUND BALANCES, END OF YEAR</b>                            | <u><u>\$ 1,322,479</u></u> | <u><u>\$ 1,393,075</u></u> | <u><u>\$ 1,841,879</u></u> | <u><u>\$ 448,804</u></u>                        |

#### Notes to Required Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP)

## City of Anna, Texas

### Statement of Revenues, Expenditures, and Changes In Fund Balances – Budget and Actual Economic Development Corporation For the Year Ended September 30, 2021

|                                                              | <b>Original<br/>Budget</b> | <b>Final<br/>Budget</b> | <b>Actual</b>     | <b>Final Budget<br/>Positive<br/>(Negative)</b> |
|--------------------------------------------------------------|----------------------------|-------------------------|-------------------|-------------------------------------------------|
| <b>REVENUES</b>                                              |                            |                         |                   |                                                 |
| Charges for services - rentals                               | \$ 17,476                  | \$ 17,476               | \$ 11,276         | \$ (6,200)                                      |
| Investment income                                            | 6,000                      | 6,000                   | 2,457             | (3,543)                                         |
| Other income                                                 | 1,500                      | 1,500                   | -                 | (1,500)                                         |
|                                                              |                            |                         |                   |                                                 |
| Total revenues                                               | 24,976                     | 24,976                  | 13,733            | (11,243)                                        |
| <b>EXPENDITURES</b>                                          |                            |                         |                   |                                                 |
| Current:                                                     |                            |                         |                   |                                                 |
| Community and economic development                           | 129,650                    | 99,650                  | 65,888            | 33,762                                          |
|                                                              |                            |                         |                   |                                                 |
| Total expenditures                                           | 129,650                    | 99,650                  | 65,888            | 33,762                                          |
|                                                              |                            |                         |                   |                                                 |
| Excess (deficiency) of revenues<br>over (under) expenditures | (104,674)                  | (74,674)                | (52,155)          | 22,519                                          |
|                                                              |                            |                         |                   |                                                 |
| Net change in fund balance                                   | (104,674)                  | (74,674)                | (52,155)          | 22,519                                          |
|                                                              |                            |                         |                   |                                                 |
| Fund balances, beginning of year                             | 460,382                    | 460,382                 | 460,382           | -                                               |
|                                                              |                            |                         |                   |                                                 |
| <b>FUND BALANCES, END OF YEAR</b>                            | <b>\$ 355,708</b>          | <b>\$ 385,708</b>       | <b>\$ 408,227</b> | <b>\$ 22,519</b>                                |

#### Notes to Required Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP)

# City of Anna, Texas

## Statement of Revenues, Expenditures, and Changes In Fund Balances – Budget and Actual Debt Service Fund For the Year Ended September 30, 2021

|                                                              | <b>Original<br/>Budget</b> | <b>Final<br/>Budget</b> | <b>Actual</b>    | <b>Final Budget<br/>Positive<br/>(Negative)</b> |
|--------------------------------------------------------------|----------------------------|-------------------------|------------------|-------------------------------------------------|
| <b>REVENUES</b>                                              |                            |                         |                  |                                                 |
| Property taxes                                               | \$ 1,852,163               | \$ 1,852,163            | \$ 1,734,882     | \$ (117,281)                                    |
| Investment income                                            | 11,000                     | 11,000                  | 3,195            | (7,805)                                         |
| Total revenues                                               | 1,863,163                  | 1,863,163               | 1,738,077        | (125,086)                                       |
| <b>EXPENDITURES</b>                                          |                            |                         |                  |                                                 |
| Principal retirement                                         | 504,000                    | 504,000                 | 504,000          | -                                               |
| Interest and fiscal charges                                  | 1,313,663                  | 1,313,663               | 1,312,411        | 1,252                                           |
| Debt issuance costs                                          | -                          | -                       | 11,661           | (11,661)                                        |
| Total expenditures                                           | 1,817,663                  | 1,817,663               | 1,828,072        | (10,409)                                        |
| Excess (deficiency) of revenues<br>over (under) expenditures | 45,500                     | 45,500                  | (89,995)         | (135,495)                                       |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |                            |                         |                  |                                                 |
| Transfers in                                                 | -                          | -                       | -                | -                                               |
| Payment to escrow                                            | -                          | -                       | (522,696)        | -                                               |
| Bond proceeds                                                | -                          | -                       | 465,000          | -                                               |
| Bond premiums                                                | -                          | -                       | 69,357           | -                                               |
| Total other financing sources (uses)                         | -                          | -                       | 11,661           | -                                               |
| Net change in fund balances                                  | 45,500                     | 45,500                  | (78,334)         | (135,495)                                       |
| Fund balances, beginning of year                             | 148,439                    | 148,439                 | 148,439          | -                                               |
| <b>FUND BALANCES, END OF YEAR</b>                            | <b>\$ 193,939</b>          | <b>\$ 193,939</b>       | <b>\$ 70,105</b> | <b>\$ (135,495)</b>                             |



## Statistical Section

# THE CITY OF **Anna**

## Statistical Section (Unaudited)

This part of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and Required Supplementary Information says about the City's overall financial health.

### Tables

#### Financial Trends

1, 2, 3 & 4

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

#### Revenue Capacity

5, 6, 7 & 8

These schedules contain information to help the reader assess the City's most significant local revenue source, property tax.

#### Debt Capacity

9, 10, 11 & 12

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

#### Demographic and Economic Information

13 & 14

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

#### Operating Information

15, 16 & 17

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

**Table 1**

**City of Anna, Texas**  
**Net Position by Component**  
**Last Ten Fiscal Years (Unaudited)**  
**(accrual basis of accounting)**

|                                                    | 2021                  | 2020                  | 2019                 | 2018                 | 2017                 | 2016                 | 2015                 | 2014                 | 2013                 | 2012                 |
|----------------------------------------------------|-----------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>GOVERNMENTAL ACTIVITIES</b>                     |                       |                       |                      |                      |                      |                      |                      |                      |                      |                      |
| Net investment in capital assets                   | \$ 65,539,991         | \$ 49,605,921         | \$ 33,525,898        | \$ 29,892,142        | \$ 20,398,968        | \$ 13,466,866        | \$ 13,288,789        | \$ 12,463,939        | \$ 11,698,639        | \$ 10,749,210        |
| Restricted                                         | 18,307,860            | 7,417,666             | 10,681,098           | 469,607              | 1,489,057            | 1,550,067            | 1,781,301            | 1,265,399            | 983,464              | 444,340              |
| Unrestricted                                       | 13,957,399            | 9,023,802             | 6,211,056            | 5,793,809            | 3,844,285            | 3,052,331            | 2,073,139            | 2,272,911            | 2,427,826            | 2,338,621            |
| <b>TOTAL GOVERNMENTAL ACTIVITIES NET POSITION</b>  | <b>\$ 97,805,250</b>  | <b>\$ 66,047,389</b>  | <b>\$ 50,418,052</b> | <b>\$ 36,155,558</b> | <b>\$ 25,732,310</b> | <b>\$ 18,069,264</b> | <b>\$ 17,143,229</b> | <b>\$ 16,002,249</b> | <b>\$ 15,109,929</b> | <b>\$ 13,532,171</b> |
| <b>BUSINESS-TYPE ACTIVITIES</b>                    |                       |                       |                      |                      |                      |                      |                      |                      |                      |                      |
| Net investment in capital assets                   | \$ 41,909,941         | \$ 35,210,562         | \$ 28,632,597        | \$ 25,064,065        | \$ 17,356,378        | \$ 12,878,858        | \$ 9,150,846         | \$ 7,161,432         | \$ 9,228,796         | \$ 11,584,537        |
| Restricted                                         | 825,513               | 13,578,283            | 9,638,637            | 6,761,991            | 6,407,402            | 7,349,941            | 10,029,856           | 11,632,410           | 8,358,837            | 3,809,923            |
| Unrestricted (deficit)                             | 28,537,799            | 4,764,739             | 3,364,464            | 2,855,207            | 2,930,232            | 762,189              | 595,738              | 642,688              | 1,470,698            | 1,233,119            |
| <b>TOTAL BUSINESS-TYPE ACTIVITIES NET POSITION</b> | <b>\$ 71,273,253</b>  | <b>\$ 53,553,584</b>  | <b>\$ 41,635,698</b> | <b>\$ 34,681,263</b> | <b>\$ 26,694,012</b> | <b>\$ 20,990,988</b> | <b>\$ 19,776,440</b> | <b>\$ 19,436,530</b> | <b>\$ 19,058,331</b> | <b>\$ 16,627,579</b> |
| <b>PRIMARY GOVERNMENT</b>                          |                       |                       |                      |                      |                      |                      |                      |                      |                      |                      |
| Net investment in capital assets                   | \$ 107,449,932        | \$ 84,816,483         | \$ 62,158,495        | \$ 54,956,207        | \$ 37,755,346        | \$ 26,345,724        | \$ 22,439,635        | \$ 19,625,371        | \$ 20,927,435        | \$ 22,333,747        |
| Restricted                                         | 19,133,373            | 20,995,949            | 20,319,735           | 7,231,598            | 7,896,459            | 8,900,008            | 11,811,157           | 12,897,809           | 9,342,301            | 4,254,263            |
| Unrestricted                                       | 42,495,198            | 13,788,541            | 9,575,520            | 8,649,016            | 6,774,517            | 3,814,520            | 2,668,877            | 2,915,599            | 3,898,524            | 3,571,740            |
| <b>TOTAL PRIMARY GOVERNMENT NET POSITION</b>       | <b>\$ 169,078,503</b> | <b>\$ 119,600,973</b> | <b>\$ 92,053,750</b> | <b>\$ 70,836,821</b> | <b>\$ 52,426,322</b> | <b>\$ 39,060,252</b> | <b>\$ 36,919,669</b> | <b>\$ 35,438,779</b> | <b>\$ 34,168,260</b> | <b>\$ 30,159,750</b> |

Source: Comprehensive Annual Financial Report

**Table 2**

**City of Anna, Texas**  
**Changes in Net Position**  
**Last Ten Fiscal Years (Unaudited)**  
**(accrual basis of accounting)**

|                                                  | 2021                 | 2020                 | 2019                 | 2018                 | 2017                 | 2016                 | 2015                 | 2014                 | 2013                 | 2012                |
|--------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|
| <b>EXPENSES</b>                                  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| Governmental activities:                         |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| General government                               | \$ 7,121,722         | \$ 2,669,302         | \$ 1,954,083         | \$ 1,758,159         | \$ 1,405,085         | \$ 1,393,256         | \$ 1,058,719         | \$ 963,243           | \$ 885,833           | \$ 1,047,147        |
| Culture and recreation                           | 1,668,788            | 1,172,862            | 877,455              | 799,378              | 665,430              | 584,676              | 573,249              | 432,133              | 303,607              | 290,907             |
| Community services                               | 1,190,230            | 1,280,415            | 1,289,798            | 810,369              | 904,227              | 690,842              | 558,541              | 619,465              | 560,983              | 530,649             |
| Public safety                                    | 5,813,515            | 5,074,735            | 3,972,445            | 3,730,871            | 3,062,333            | 2,727,997            | 2,511,931            | 2,272,660            | 2,278,515            | 1,841,980           |
| Public works                                     | 1,231,923            | 3,176,361            | 4,113,592            | 2,013,096            | 1,502,775            | 1,261,514            | 1,053,123            | 954,932              | 940,941              | 888,763             |
| Interest on long-term debt                       | 2,212,316            | 1,258,204            | 2,420,375            | 670,789              | 132,433              | 174,446              | 316,079              | 258,663              | 270,057              | 196,169             |
| Total governmental activities expenses           | 19,238,494           | 14,631,879           | 14,627,748           | 9,782,662            | 7,672,283            | 6,832,731            | 6,071,642            | 5,501,096            | 5,239,936            | 4,795,615           |
| Business-type activities:                        |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| Water and sewer                                  | 13,462,054           | 11,152,513           | 11,664,343           | 8,893,526            | 7,443,593            | 7,371,352            | 6,487,099            | 5,453,831            | 5,307,272            | 4,928,084           |
| Total business-type activities expenses          | 13,462,054           | 11,152,513           | 11,664,343           | 8,893,526            | 7,443,593            | 7,371,352            | 6,487,099            | 5,453,831            | 5,307,272            | 4,928,084           |
| <b>TOTAL PRIMARY GOVERNMENT EXPENSES</b>         | <b>\$ 32,700,548</b> | <b>\$ 25,784,392</b> | <b>\$ 26,292,091</b> | <b>\$ 18,676,188</b> | <b>\$ 15,115,876</b> | <b>\$ 14,204,083</b> | <b>\$ 12,558,741</b> | <b>\$ 10,954,927</b> | <b>\$ 10,547,208</b> | <b>\$ 9,723,699</b> |
| <b>PROGRAM REVENUES</b>                          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| Governmental activities:                         |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| Charges for services:                            |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| General government                               | \$ 4,281,147         | \$ 304,993           | \$ 236,673           | \$ 90,890            | \$ 136,465           | \$ 48,181            | \$ 30,000            | \$ 30,000            | \$ 20,839            | \$ 97,951           |
| Culture and recreation                           | 1,689,000            | 1,404,600            | 900,150              | 315,933              | 553,511              | 117,990              | 63,265               | 71,905               | 63,421               | 10,295              |
| Community services                               | 182,859              | 2,644,933            | 1,314,178            | 873,397              | 1,173,516            | 236,694              | 748,212              | 772,501              | 839,349              | 743,906             |
| Public safety                                    | 5,353                | 21,648               | 16,995               | 94,244               | 49,950               | 768,988              | 218,973              | 183,533              | 194,379              | 69,200              |
| Public works                                     | 1,641,273            | 895,585              | 666,873              | 641,119              | 382,390              | 129,914              | -                    | -                    | -                    | -                   |
| Operating grants and contributions               | 527,376              | 616,207              | 182,943              | 4,225                | 351,482              | 333,948              | 15,053               | 11,525               | 10,531               | 76,729              |
| Capital grants and contributions                 | 30,267,739           | 13,181,867           | 15,179,885           | 9,338,204            | 6,489,958            | -                    | 1,417,514            | 783,182              | 2,665,841            | 382,003             |
| Total governmental activities program revenues   | 38,594,747           | 19,069,833           | 18,497,697           | 11,358,012           | 9,137,272            | 1,635,715            | 2,493,017            | 1,852,646            | 3,794,360            | 1,380,084           |
| Business-type activities:                        |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| Charges for services:                            |                      |                      |                      |                      |                      |                      |                      |                      |                      |                     |
| Water and sewer                                  | 23,356,512           | 15,852,302           | 14,947,376           | 11,416,192           | 9,805,662            | 7,523,193            | 6,194,327            | 5,980,176            | 5,573,401            | 4,880,931           |
| Capital grants and contributions                 | 7,732,066            | 6,716,462            | 3,346,660            | 5,348,481            | 3,298,737            | 776,416              | 755,508              | 486,155              | 484,704              | -                   |
| Total business-type activities program revenues  | 31,088,578           | 22,568,764           | 18,294,036           | 16,764,673           | 13,104,399           | 8,299,609            | 6,949,835            | 6,466,331            | 6,058,105            | 4,880,931           |
| <b>TOTAL PRIMARY GOVERNMENT PROGRAM REVENUES</b> | <b>\$ 69,683,325</b> | <b>\$ 41,638,597</b> | <b>\$ 36,791,733</b> | <b>\$ 28,122,685</b> | <b>\$ 22,241,671</b> | <b>\$ 9,935,324</b>  | <b>\$ 9,442,852</b>  | <b>\$ 8,318,977</b>  | <b>\$ 9,852,465</b>  | <b>\$ 6,261,015</b> |

Source: Comprehensive Annual Financial Report

## City of Anna, Texas

### Changes in Net Position – Continued Last Ten Fiscal Years (Unaudited) (accrual basis of accounting)

|                                                           | 2020                 | 2020                 | 2019                 | 2018                 | 2017                 | 2016                  | 2015                  | 2014                  | 2013                | 2012                  |
|-----------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|---------------------|-----------------------|
| <b>NET (EXPENSE) REVENUE</b>                              |                      |                      |                      |                      |                      |                       |                       |                       |                     |                       |
| Governmental activities                                   | \$ 19,356,253        | \$ 4,437,954         | \$ 3,869,949         | \$ 1,575,350         | \$ 1,464,989         | \$ (5,197,016)        | \$ (3,578,625)        | \$ (3,648,450)        | \$ (1,445,576)      | \$ (3,415,531)        |
| Business-type activities                                  | 17,626,524           | 11,416,251           | 6,629,693            | 7,871,147            | 5,660,806            | 928,257               | 462,736               | 1,012,500             | 750,833             | (47,153)              |
| <b>TOTAL PRIMARY GOVERNMENT NET EXPENSE</b>               | <b>\$ 36,982,777</b> | <b>\$ 15,854,205</b> | <b>\$ 10,499,642</b> | <b>\$ 9,446,497</b>  | <b>\$ 7,125,795</b>  | <b>\$ (4,268,759)</b> | <b>\$ (3,115,889)</b> | <b>\$ (2,635,950)</b> | <b>\$ (694,743)</b> | <b>\$ (3,462,684)</b> |
| <b>GENERAL REVENUES AND OTHER CHANGES IN NET POSITION</b> |                      |                      |                      |                      |                      |                       |                       |                       |                     |                       |
| Governmental activities:                                  |                      |                      |                      |                      |                      |                       |                       |                       |                     |                       |
| Taxes:                                                    |                      |                      |                      |                      |                      |                       |                       |                       |                     |                       |
| Property taxes                                            | \$ 8,714,860         | \$ 7,929,530         | \$ 6,728,848         | \$ 5,579,490         | \$ 4,619,461         | \$ 3,973,028          | \$ 3,322,054          | \$ 2,807,140          | \$ 2,483,857        | \$ 2,392,504          |
| Sales taxes                                               | 2,929,876            | 2,271,318            | 1,835,421            | 1,502,079            | 1,203,749            | 1,542,309             | 1,473,097             | 1,350,896             | 1,149,297           | 522,840               |
| Franchise taxes                                           | 726,006              | 657,331              | 612,332              | 573,517              | 505,571              | 447,498               | 450,799               | 416,175               | 353,482             | 363,970               |
| Investment earnings                                       | 123,643              | 568,920              | 1,044,444            | 327,200              | 26,199               | 31,816                | 23,685                | 22,295                | 39,256              | 25,939                |
| Gain on sale of capital assets                            | -                    | 20,111               | 135,910              | 276,970              | -                    | -                     | 39,160                | 11,960                | -                   | 3,339                 |
| Miscellaneous                                             | 62,859               | 70,560               | 84,132               | 314,750              | 241,719              | 166,773               | 316,688               | 140,596               | 39,399              | 162,422               |
| Intergovernmental                                         | -                    | -                    | -                    | 142,273              | -                    | -                     | -                     | -                     | -                   | -                     |
| Transfers                                                 | -                    | (326,387)            | (48,542)             | 159,500              | -                    | 108,556               | (649)                 | 279,707               | (1,489,156)         | (364,582)             |
| Total governmental activities                             | 12,557,244           | 11,191,383           | 10,392,545           | 8,875,779            | 6,596,699            | 6,269,980             | 5,624,834             | 5,028,769             | 2,576,135           | 3,106,432             |
| Business-type activities:                                 |                      |                      |                      |                      |                      |                       |                       |                       |                     |                       |
| Investment earnings                                       | 93,145               | 175,248              | 276,200              | 136,261              | 63,607               | 69,608                | 77,064                | 73,451                | 34,636              | 34,450                |
| Gain on sale of capital assets                            | -                    | -                    | -                    | -                    | -                    | -                     | -                     | -                     | -                   | 5,318                 |
| Miscellaneous                                             | -                    | -                    | -                    | 148,148              | 69,610               | 29,193                | -                     | -                     | 156,127             | -                     |
| Transfers                                                 | -                    | 326,387              | 48,542               | (159,500)            | -                    | (108,556)             | 649                   | (279,707)             | 1,489,156           | 364,582               |
| Total business-type activities                            | 93,145               | 501,635              | 324,742              | 124,909              | 133,217              | (9,755)               | 77,713                | (206,256)             | 1,679,919           | 404,350               |
| <b>TOTAL PRIMARY GOVERNMENT</b>                           | <b>\$ 12,650,389</b> | <b>\$ 11,693,018</b> | <b>\$ 10,717,287</b> | <b>\$ 9,000,688</b>  | <b>\$ 6,729,916</b>  | <b>\$ 6,260,225</b>   | <b>\$ 5,702,547</b>   | <b>\$ 4,822,513</b>   | <b>\$ 4,256,054</b> | <b>\$ 3,510,782</b>   |
| <b>CHANGE IN NET POSITION</b>                             |                      |                      |                      |                      |                      |                       |                       |                       |                     |                       |
| Governmental activities                                   | \$ 31,913,497        | \$ 15,629,337        | \$ 14,262,494        | \$ 10,451,129        | \$ 8,061,688         | \$ 1,072,964          | \$ 2,046,209          | \$ 1,380,319          | \$ 1,130,559        | \$ (309,099)          |
| Business-type activities                                  | 17,719,669           | 11,917,886           | 6,954,435            | 7,996,056            | 5,794,023            | 918,502               | 540,449               | 806,244               | 2,430,752           | 357,197               |
| <b>TOTAL PRIMARY GOVERNMENT</b>                           | <b>\$ 49,633,166</b> | <b>\$ 27,547,223</b> | <b>\$ 21,216,929</b> | <b>\$ 18,447,185</b> | <b>\$ 13,855,711</b> | <b>\$ 1,991,466</b>   | <b>\$ 2,586,658</b>   | <b>\$ 2,186,563</b>   | <b>\$ 3,561,311</b> | <b>\$ 48,098</b>      |

Source: Comprehensive Annual Financial Report



**Table 3**

# City of Anna, Texas

## Fund Balances of Governmental Funds Last Ten Fiscal Years (Unaudited) (modified accrual basis of accounting)

|                                           | 2021                 | 2020                 | 2019                 | 2018                 | 2017                | 2016                | 2015                | 2014                | 2013                | 2012                |
|-------------------------------------------|----------------------|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>GENERAL FUND</b>                       |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |
| Nondisposable                             | \$ 12,961            | \$ 10,630            | \$ 7,242             | \$ -                 | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Restricted                                | -                    | 13,279               | 13,133               | 12,891               | 12,768              | 19,580              | 523,192             | 394,002             | 232,160             | 356,686             |
| Committed                                 | -                    | -                    | 215,932              | 215,932              | 740,768             | 185,788             | 157,476             | 161,510             | 558,127             | 110,894             |
| Assigned                                  | -                    | -                    | -                    | -                    | -                   | -                   | -                   | 144,175             | -                   | -                   |
| Unassigned                                | 6,559,284            | 6,421,607            | 5,705,117            | 4,484,943            | 3,741,504           | 3,114,627           | 2,617,940           | 2,351,029           | 1,830,457           | 2,178,670           |
| <b>TOTAL GENERAL FUND</b>                 | <b>\$ 6,572,245</b>  | <b>\$ 6,445,516</b>  | <b>\$ 5,941,424</b>  | <b>\$ 4,713,766</b>  | <b>\$ 4,495,040</b> | <b>\$ 3,319,995</b> | <b>\$ 3,298,608</b> | <b>\$ 3,050,716</b> | <b>\$ 2,620,744</b> | <b>\$ 2,646,250</b> |
| <b>ALL OTHER GOVERNMENTAL FUNDS</b>       |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |
| Nondisposable                             | \$ 559,947           | \$ 3,000             | \$ 1,000             | \$ -                 | \$ -                | \$ -                | \$ -                | \$ 35,642           | \$ 88,353           | \$ -                |
| Restricted                                | 37,293,309           | 32,669,975           | 40,214,505           | 35,295,317           | 1,476,290           | 2,284,212           | 1,100,633           | 871,397             | 662,951             | 87,654              |
| Committed                                 | -                    | -                    | -                    | -                    | -                   | -                   | -                   | -                   | -                   | -                   |
| Assigned                                  | -                    | -                    | -                    | -                    | -                   | -                   | -                   | -                   | -                   | -                   |
| Unassigned                                | 449                  | (3,000)              | (112,518)            | -                    | (7,694)             | (574,937)           | (203,139)           | (371,273)           | (87,717)            | -                   |
| <b>TOTAL ALL OTHER GOVERNMENTAL FUNDS</b> | <b>\$ 37,853,705</b> | <b>\$ 32,669,975</b> | <b>\$ 40,102,987</b> | <b>\$ 35,295,317</b> | <b>\$ 1,468,596</b> | <b>\$ 1,709,275</b> | <b>\$ 897,494</b>   | <b>\$ 535,766</b>   | <b>\$ 663,587</b>   | <b>\$ 87,654</b>    |

Notes: The City implemented GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" in fiscal year 2011.

Source: Comprehensive Annual Financial Report

# City of Anna, Texas

## Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (Unaudited) (modified accrual basis of accounting)

|                                                                    | 2021                | 2020                  | 2019                | 2018                 | 2017                | 2016              | 2015              | 2014              | 2013                  | 2012              |
|--------------------------------------------------------------------|---------------------|-----------------------|---------------------|----------------------|---------------------|-------------------|-------------------|-------------------|-----------------------|-------------------|
| <b>REVENUES</b>                                                    |                     |                       |                     |                      |                     |                   |                   |                   |                       |                   |
| Taxes                                                              | \$ 12,363,699       | \$ 10,898,111         | \$ 9,166,995        | \$ 7,592,708         | \$ 6,338,940        | \$ 5,965,724      | \$ 5,241,413      | \$ 4,571,535      | \$ 3,999,758          | \$ 3,282,978      |
| Licenses, permits, and fees                                        | 4,159,517           | 2,683,906             | 1,331,173           | 824,186              | 1,115,294           | 711,462           | 748,212           | 772,501           | 839,349               | 743,906           |
| Charges for services                                               | 3,514,109           | 2,488,443             | 1,716,265           | 1,113,856            | 1,106,620           | -                 | 158,491           | 166,242           | 139,646               | 82,834            |
| Fines and forfeitures                                              | 129,265             | 97,374                | 87,431              | 77,541               | 73,918              | 84,360            | 115,027           | 100,055           | 133,018               | 98,446            |
| Intergovernmental                                                  | 526,766             | 123,195               | 93,190              | 142,273              | 185,392             | 287,614           | 114,200           | 106,600           | 1,463,430             | 126,900           |
| Investment earnings                                                | 123,643             | 568,920               | 1,044,444           | 327,200              | 26,199              | 31,816            | 23,685            | 22,295            | 39,256                | 25,939            |
| Other revenues                                                     | 10,458,492          | 1,436,755             | 166,460             | 314,750              | 117,932             | 1,164,183         | 126,393           | 122,579           | 74,738                | 35,522            |
| Contributions                                                      | 4,330,707           | 475                   | 9,823,637           | 4,225                | 351,482             | -                 | 135,949           | 29,085            | 674,398               | 458,732           |
| Total revenues                                                     | 35,606,198          | 18,297,179            | 23,429,595          | 10,396,739           | 9,315,777           | 8,245,159         | 6,663,370         | 5,890,892         | 7,363,593             | 4,855,257         |
| <b>EXPENDITURES</b>                                                |                     |                       |                     |                      |                     |                   |                   |                   |                       |                   |
| Current:                                                           |                     |                       |                     |                      |                     |                   |                   |                   |                       |                   |
| General government                                                 | 3,388,774           | 2,759,964             | 1,918,254           | 1,553,102            | 1,339,668           | 1,507,324         | 1,181,679         | 1,048,004         | 967,299               | 985,070           |
| Culture and recreation                                             | 1,677,459           | 815,030               | 518,696             | 473,477              | 332,249             | 268,538           | 246,808           | 196,502           | 120,030               | 116,883           |
| Community services                                                 | 1,198,963           | 1,113,095             | 1,286,794           | 809,682              | 902,552             | 689,308           | 896,419           | 1,001,631         | 737,119               | 529,080           |
| Public safety                                                      | 5,875,398           | 4,827,758             | 3,721,752           | 3,649,049            | 2,842,470           | 2,509,795         | 2,182,617         | 1,951,681         | 1,964,502             | 1,669,196         |
| Public works                                                       | 1,239,676           | 857,730               | 2,166,360           | 541,968              | 463,780             | 539,049           | 200,188           | 170,830           | 201,294               | 163,518           |
| Debt service:                                                      |                     |                       |                     |                      |                     |                   |                   |                   |                       |                   |
| Principal retirement                                               | 546,366             | 537,791               | 426,851             | 342,000              | 328,000             | 779,842           | 466,776           | 415,662           | 430,877               | 327,914           |
| Interest and fiscal changes                                        | 1,327,404           | 1,344,730             | 2,589,974           | 71,273               | 97,376              | 182,942           | 200,331           | 259,080           | 271,485               | 204,552           |
| Bond issuance costs                                                | 739,177             | -                     | -                   | 443,009              | -                   | -                 | 38,350            | -                 | -                     | -                 |
| Capital outlay                                                     | 22,938,252          | 12,994,384            | 5,414,720           | 1,771,045            | 565,974             | 1,094,445         | 755,535           | 837,018           | 2,917,945             | 382,368           |
| Total expenditures                                                 | 38,931,469          | 25,250,482            | 18,043,401          | 9,654,605            | 6,872,069           | 7,571,243         | 6,168,703         | 5,880,408         | 7,610,551             | 4,378,581         |
| Excess of revenues over (under) expenditures                       | (3,325,271)         | (6,953,303)           | 5,386,194           | 742,134              | 2,443,708           | 673,916           | 494,667           | 10,484            | (246,958)             | 476,676           |
| <b>OTHER FINANCING SOURCES (USES)</b>                              |                     |                       |                     |                      |                     |                   |                   |                   |                       |                   |
| Transfers in                                                       | 5,227,993           | 1,979,606             | 121,637             | 1,455,713            | 585,209             | 298,419           | 335,134           | 316,507           | 1,755,532             | 213,753           |
| Transfers (out)                                                    | (5,227,993)         | (1,976,401)           | (170,179)           | (1,296,213)          | (585,209)           | (189,863)         | (335,783)         | (36,800)          | (3,244,688)           | (578,335)         |
| Sale of capital assets                                             | 61,619              | 21,178                | 212,608             | 700,082              | 34,974              | 17,054            | 65,000            | 11,960            | -                     | -                 |
| Bond Proceeds                                                      | 8,460,000           | -                     | -                   | 31,795,000           | (23,350)            | -                 | 1,462,000         | -                 | -                     | -                 |
| Debt Issuance Cost                                                 | (197,353)           | -                     | -                   | -                    | -                   | -                 | -                 | -                 | -                     | -                 |
| Premium on debt issuance                                           | 834,153             | -                     | -                   | 1,601,891            | 850,000             | -                 | -                 | -                 | -                     | -                 |
| Lease issuance                                                     | -                   | -                     | 485,068             | -                    | -                   | -                 | -                 | -                 | -                     | -                 |
| Payments to escrow agent                                           | (522,696)           | -                     | -                   | (953,160)            | (820,899)           | -                 | (1,411,398)       | -                 | -                     | -                 |
| Total other financing sources (uses)                               | 8,635,723           | 24,383                | 649,134             | 33,303,313           | 40,725              | 125,610           | 114,953           | 291,667           | (1,489,156)           | (364,582)         |
| <b>NET CHANGE IN FUND BALANCE</b>                                  | <b>\$ 5,310,452</b> | <b>\$ (6,928,920)</b> | <b>\$ 6,035,328</b> | <b>\$ 34,045,447</b> | <b>\$ 2,484,433</b> | <b>\$ 799,526</b> | <b>\$ 609,620</b> | <b>\$ 302,151</b> | <b>\$ (1,736,114)</b> | <b>\$ 112,094</b> |
| <b>DEBT SERVICE AS A PERCENTAGE OF<br/>NONCAPITAL EXPENDITURES</b> |                     |                       |                     |                      |                     |                   |                   |                   |                       |                   |
|                                                                    | 5.6%                | 9.5%                  | 23.9%               | 5.2%                 | 6.7%                | 14.9%             | 12.3%             | 13.4%             | 15.0%                 | 13.3%             |

Source: Comprehensive Annual Financial Report

## City of Anna, Texas

Assessed Value and Estimated Actual Value of Taxable Property  
Last Ten Fiscal Years (Unaudited)

**Table 5**

| Fiscal<br>Year | Estimated Market Value |                      | Less: Tax Exempt<br>Property | Total Taxable<br>Assessed Value | Total Direct<br>Tax Rate |
|----------------|------------------------|----------------------|------------------------------|---------------------------------|--------------------------|
|                | Real<br>Property       | Personal<br>Property |                              |                                 |                          |
| 2012           | \$ 446,019,189         | \$ 14,755,531        | \$ 95,551,181                | \$ 365,223,539                  | 0.65033                  |
| 2013           | 457,390,078            | 16,753,543           | 97,610,313                   | 376,533,308                     | 0.65033                  |
| 2014           | 514,337,648            | 21,674,172           | 105,177,246                  | 430,834,574                     | 0.65033                  |
| 2015           | 649,209,461            | 22,743,852           | 161,376,609                  | 510,576,704                     | 0.64900                  |
| 2016           | 817,578,552            | 27,290,010           | 236,173,968                  | 608,694,594                     | 0.63900                  |
| 2017           | 941,525,839            | 32,134,958           | 247,017,901                  | 726,642,896                     | 0.62900                  |
| 2018           | 1,173,598,307          | 40,865,863           | 303,651,595                  | 910,812,575                     | 0.60129                  |
| 2019           | 1,440,753,873          | 51,949,576           | 352,310,696                  | 1,140,392,753                   | 0.59129                  |
| 2020           | 1,630,573,659          | 61,071,756           | 381,187,399                  | 1,310,458,016                   | 0.59129                  |
| 2021           | 1,799,674,320          | 62,835,654           | 383,180,540                  | 1,479,329,434                   | 0.58300                  |

Source: Collin County Appraisal District

# City of Anna, Texas

Direct and Overlapping Property Tax Rates  
Last Ten Fiscal Years (Unaudited)

Table 6

| Fiscal<br>Year | City Direct Rates |                 |                      | Overlapping Rates                      |                  |                                                |               |
|----------------|-------------------|-----------------|----------------------|----------------------------------------|------------------|------------------------------------------------|---------------|
|                | Operating         | Debt<br>Service | Total<br>Direct Rate | Anna<br>Independent<br>School District | Collin<br>County | Collin County<br>Community<br>College District | Total<br>Rate |
| 2012           | 0.55938           | 0.09097         | 0.650341             | 1.540000                               | 0.240000         | 0.086300                                       | 1.86630       |
| 2013           | 0.55937           | 0.09097         | 0.650332             | 1.540000                               | 0.240000         | 0.086299                                       | 1.86630       |
| 2014           | 0.55937           | 0.09097         | 0.650332             | 1.540000                               | 0.237500         | 0.083643                                       | 1.86114       |
| 2015           | 0.54583           | 0.10317         | 0.649000             | 1.540000                               | 0.235000         | 0.081960                                       | 1.85696       |
| 2016           | 0.53234           | 0.10666         | 0.639000             | 1.670000                               | 0.225000         | 0.081960                                       | 1.97696       |
| 2017           | 0.50658           | 0.12242         | 0.629000             | 1.670000                               | 0.208395         | 0.081222                                       | 1.95962       |
| 2018           | 0.47887           | 0.12242         | 0.601288             | 1.670000                               | 0.192246         | 0.798100                                       | 2.66035       |
| 2019           | 0.42812           | 0.16317         | 0.591288             | 1.670000                               | 0.180785         | 0.081222                                       | 1.93201       |
| 2020           | 0.45154           | 0.13975         | 0.591288             | 1.568350                               | 0.172531         | 0.081222                                       | 1.82210       |
| 2021           | 0.46705           | 0.11595         | 0.583000             | 1.474600                               | 0.172531         | 0.081222                                       | 1.72835       |

Source: Collin County Central Appraisal District

Note: The entire City was located in Collin County and within the Anna Independent School District.

## City of Anna, Texas

Principal Property Tax Payers

Current and Nine Years Ago (Unaudited)

**Table 7**

| Taxpayer                            | 2021                       |                                             | Taxpayer                     | 2012                   |                                             |
|-------------------------------------|----------------------------|---------------------------------------------|------------------------------|------------------------|---------------------------------------------|
|                                     | Taxable Assessed Valuation | Percentage of Total City Assessed Valuation |                              | Taxable Assessed Value | Percentage of Total City Assessed Valuation |
| Wal-Mart Real Estate Business Trust | \$ 16,787,594              | 1.28%                                       | Brookshire Grocery Company   | \$ 4,374,568           | 1.20%                                       |
| Bloomfield Homes LP                 | 11,837,016                 | 0.90%                                       | PTCAA Texas LP               | 3,591,175              | 0.98%                                       |
| MM Hurricane Creek FL 1 LLC         | 10,174,815                 | 0.78%                                       | Anna Eagle Retail LP         | 3,400,000              | 0.93%                                       |
| Q Seminole Anna Towne Center LP     | 8,041,898                  | 0.61%                                       | UDF Northpointe II LP        | 3,138,758              | 0.86%                                       |
| Wal-Mart Stores Texas LLC           | 7,392,143                  | 0.56%                                       | Brookshire Grocery Company   | 2,689,404              | 0.74%                                       |
| North Texas Surgery Real Estate LLC | 7,200,000                  | 0.55%                                       | Hwy 75/Anna Property LP      | 2,359,011              | 0.65%                                       |
| UHS of Texoma Inc                   | 6,976,557                  | 0.53%                                       | Windmill Self Storage LP     | 2,286,848              | 0.63%                                       |
| LGI Homes - Texas LLC               | 10,847,605                 | 0.83%                                       | Bronco MFC Machine Shop      | 1,988,005              | 0.54%                                       |
| DR Horton - Texas LTD               | 5,510,287                  | 0.42%                                       | Anna Commerical Partners LLC | 1,948,505              | 0.53%                                       |
| RR-LI Enterprises                   | 6,149,225                  | 0.47%                                       | Love's Country Stores Inc.   | 2,268,848              | 0.62%                                       |
| <b>Total</b>                        | <b>90,917,140</b>          | <b>6.93%</b>                                |                              | <b>28,045,122</b>      | <b>7.68%</b>                                |

Source: Collin County Tax Collector

Notes: <sup>a</sup>Taxpayers are assessed on January 1, 2019 (2019 tax year) for the 2020 fiscal year.

<sup>b</sup>Taxpayers are assessed on January 1, 2010 (2010 tax year) for the 2011 fiscal year.

**Table 8**

**City of Anna, Texas**

Property Tax Levies and Collections  
Last Ten Fiscal Years (Unaudited)

| Fiscal<br>Year | Taxes Levied<br>for the<br>Fiscal Year | Collected within the<br>Fiscal Year of the Levy |                           | Collections<br>in Subsequent<br>Years | Total Collections to Date |                           |
|----------------|----------------------------------------|-------------------------------------------------|---------------------------|---------------------------------------|---------------------------|---------------------------|
|                |                                        | Amount                                          | Percentage<br>of Tax Levy |                                       | Amount                    | Percentage<br>of Tax Levy |
| 2012           | \$ 2,365,624                           | \$ 2,314,801                                    | 97.9%                     | \$ 47,482                             | \$ 2,362,283              | 99.9%                     |
| 2013           | 2,483,972                              | 2,420,674                                       | 97.5%                     | 58,076                                | 2,478,750                 | 99.8%                     |
| 2014           | 2,851,672                              | 2,771,670                                       | 97.2%                     | 67,311                                | 2,838,981                 | 99.6%                     |
| 2015           | 3,373,239                              | 3,290,905                                       | 97.6%                     | 67,134                                | 3,358,039                 | 99.5%                     |
| 2016           | 3,966,064                              | 3,881,905                                       | 97.9%                     | 68,059                                | 3,949,964                 | 99.6%                     |
| 2017           | 4,606,565                              | 4,541,224                                       | 98.6%                     | 45,590                                | 4,586,814                 | 99.6%                     |
| 2018           | 5,495,607                              | 5,348,790                                       | 97.3%                     | 14,529                                | 5,363,319                 | 97.6%                     |
| 2019           | 6,475,495                              | 6,354,521                                       | 98.1%                     | 106,414                               | 6,460,935                 | 99.8%                     |
| 2020           | 7,543,539                              | 7,452,202                                       | 98.8%                     | 48,673                                | 7,500,875                 | 99.4%                     |
| 2021           | 8,450,578                              | 8,580,733                                       | 101.5%                    | 92,676                                | 8,673,409                 | 102.6%                    |

Source: Collin County Tax Assessor



## City of Anna, Texas

### Ratios of Outstanding Debt by Type Last Ten Fiscal Years (Unaudited)

**Table 9**

| Fiscal<br>Year | Governmental Activities        |                                  |                                                      |                             | Business-type Activities                      |                                |                                                      | Business-type Activities (continued) |                                |                             | Total<br>Primary<br>Government | Percentage<br>of Personal<br>Income | Per<br>Capita |
|----------------|--------------------------------|----------------------------------|------------------------------------------------------|-----------------------------|-----------------------------------------------|--------------------------------|------------------------------------------------------|--------------------------------------|--------------------------------|-----------------------------|--------------------------------|-------------------------------------|---------------|
|                | General<br>Obligation<br>Bonds | Certificates<br>of<br>Obligation | Combination<br>Tax & Revenue<br>Bonds & Certificates | Capital<br>Lease<br>Payable | Waterworks &<br>Sewer System<br>Revenue Bonds | General<br>Obligation<br>Bonds | Combination<br>Tax & Revenue<br>Bonds & Certificates | Contract<br>Revenue<br>Bonds         | General<br>Obligation<br>Bonds | Capital<br>Lease<br>Payable |                                |                                     |               |
| 2012           | \$ 270,000                     | \$ 4,215,000                     | \$ -                                                 | \$ 2,686,726                | \$ 10,000                                     | \$ -                           | \$ 4,090,000                                         | \$ 15,086,250                        | \$ 20,000                      | \$ 28,526                   | \$ 26,406,502                  | 13.38%                              | 3,078         |
| 2013           | 250,000                        | 3,985,000                        | -                                                    | 2,513,847                   | 5,000                                         | -                              | 8,275,000                                            | 14,698,750                           | 15,000                         | 9,747                       | 29,752,344                     | 13.30%                              | 3,179         |
| 2014           | 230,000                        | 3,755,000                        | -                                                    | 2,354,618                   | -                                             | -                              | 12,430,000                                           | 14,201,250                           | 10,000                         | -                           | 32,980,868                     | 12.58%                              | 3,187         |
| 2015           | 1,615,000                      | 2,525,000                        | -                                                    | 2,204,882                   | -                                             | -                              | 12,561,000                                           | 13,675,000                           | 5,000                          | -                           | 32,585,882                     | 11.90%                              | 2,968         |
| 2016           | 1,563,000                      | 2,270,000                        | -                                                    | 1,732,000                   | -                                             | -                              | 12,359,000                                           | 13,140,000                           | -                              | -                           | 31,064,000                     | 10.99%                              | 2,744         |
| 2017           | 2,145,000                      | 1,045,000                        | -                                                    | -                           | -                                             | -                              | 12,212,619                                           | 12,503,750                           | -                              | 1,340,010                   | 29,246,379                     | 8.63%                               | 2,360         |
| 2018           | 2,018,000                      | 32,351,142                       | 876,409                                              | -                           | -                                             | -                              | 17,195,354                                           | 5,892,500                            | -                              | 1,217,631                   | 59,551,036                     | 16.54%                              | 4,350         |
| 2019           | 1,922,000                      | 32,253,211                       | 615,000                                              | 429,217                     | -                                             | -                              | 16,388,023                                           | 5,618,750                            | -                              | 1,092,805                   | 58,319,006                     | 14.97%                              | 3,885         |
| 2020           | 1,815,000                      | 30,620,000                       | 425,000                                              | 388,426                     | -                                             | -                              | 15,067,000                                           | 5,325,833                            | -                              | 967,248                     | 54,608,507                     | 10.96%                              | 3,266         |
| 2021           | 9,753,000                      | 30,620,000                       | 425,000                                              | 346,060                     | -                                             | 2,870,000                      | 11,437,000                                           | 5,378,750                            | -                              | 837,379                     | 61,667,189                     | 10.74%                              | 3,462         |

Notes: Details regarding the City's outstanding debt can be found in the notes to financial statements.

**Table 10**

# City of Anna, Texas

Ratios of General Bonded Debt Outstanding  
Last Ten Fiscal Years (Unaudited)

| <b>Fiscal<br/>Year</b> | <b>General Obligation<br/>Bonds</b> | <b>Certificates of<br/>Obligation</b> | <b>Combination<br/>Tax &amp; Revenue<br/>Bonds &amp; Certificates<sup>3</sup></b> | <b>Total</b> | <b>Percentage of<br/>Actual<br/>Taxable<br/>Value<sup>1</sup> of<br/>Property</b> | <b>Per<br/>Capita<sup>2</sup></b> |
|------------------------|-------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------|-----------------------------------|
| 2012                   | \$ 270,000                          | \$ 4,215,000                          | \$ 4,090,000                                                                      | \$ 8,575,000 | 0.0023%                                                                           | 999                               |
| 2013                   | 250,000                             | 3,985,000                             | 8,275,000                                                                         | 12,510,000   | 0.0033%                                                                           | 1,337                             |
| 2014                   | 230,000                             | 3,755,000                             | 12,430,000                                                                        | 16,415,000   | 0.0038%                                                                           | 1,586                             |
| 2015                   | 1,615,000                           | 2,525,000                             | 12,561,000                                                                        | 16,701,000   | 0.0033%                                                                           | 1,521                             |
| 2016                   | 1,563,000                           | 2,270,000                             | 12,359,000                                                                        | 16,192,000   | 0.0027%                                                                           | 1,430                             |
| 2017                   | 2,145,000                           | 1,045,000                             | 12,212,619                                                                        | 15,402,619   | 0.0021%                                                                           | 1,243                             |
| 2018                   | 2,018,000                           | 32,351,142                            | 18,071,763                                                                        | 52,440,905   | 0.0058%                                                                           | 3,831                             |
| 2019                   | 1,922,000                           | 32,253,211                            | 17,003,023                                                                        | 51,178,234   | 0.0045%                                                                           | 3,410                             |
| 2020                   | 1,815,000                           | 30,620,000                            | 15,492,000                                                                        | 47,927,000   | 0.0037%                                                                           | 2,866                             |
| 2021                   | 9,753,000                           | 30,620,000                            | 11,862,000                                                                        | 52,235,000   | 0.0035%                                                                           | 2,932                             |

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup>See the Schedule of Assessed and Estimated Actual Value of Taxable Property for property value data.

<sup>2</sup>Population data can be found in the Schedule of Demographic and Economic Statistics.

<sup>3</sup>Bonds are payable from levy and collection of a direct and continuing ad valorem tax and from a pledge of surplus revenues from water and sewer.

**Table 11**

# City of Anna, Texas

Direct and Overlapping Governmental Activities Debt  
As of September 30, 2021 (Unaudited)

|                                          | Debt<br>Outstanding | Estimated<br>Percentage<br>Applicable <sup>1</sup> | Estimated<br>Share of<br>Overlapping<br>Debt |
|------------------------------------------|---------------------|----------------------------------------------------|----------------------------------------------|
| <b>GOVERNMENTAL UNIT</b>                 |                     |                                                    |                                              |
| Debt repaid with property taxes:         |                     |                                                    |                                              |
| Collin County                            | \$ 526,975,000      | 0.65%                                              | \$ 3,425,338                                 |
| Collin College                           | 575,747,183         | 0.65%                                              | 3,742,357                                    |
| Anna ISD                                 | 187,437,991         | 77.42%                                             | 145,114,493                                  |
|                                          |                     |                                                    | <hr/>                                        |
|                                          |                     |                                                    | 152,282,187                                  |
| Subtotal, overlapping debt               |                     |                                                    |                                              |
|                                          |                     |                                                    |                                              |
| City of Anna                             |                     |                                                    | <hr/>                                        |
|                                          |                     |                                                    | 33,755,154                                   |
| <b>TOTAL DIRECT AND OVERLAPPING DEBT</b> |                     |                                                    | <hr/> <hr/>                                  |
|                                          |                     |                                                    | \$ 186,037,341                               |

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping by the residents and businesses of Statistical. This process recognizes that, when considering the City's ability governments that is borne to issue and repay long-teim debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident--and therefore responsible for repaying the debt--of each overlapping government.

<sup>1</sup>For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's total taxable assessed v alue.

Source: Net bonded debt and percentage of debt provided by Municipal Advisory of Texas

**City of Anna, Texas**  
Pledged-Revenue Coverage  
Last Ten Fiscal Years (Unaudited)

**Table 12**

| Fiscal<br>Year | Water Revenue Bonds            |                                             |                             |              |            | Times<br>Coverage |
|----------------|--------------------------------|---------------------------------------------|-----------------------------|--------------|------------|-------------------|
|                | Total<br>Revenues <sup>a</sup> | Less:<br>Operating<br>Expenses <sup>b</sup> | Net<br>Available<br>Revenue | Debt Service |            |                   |
|                |                                |                                             |                             | Principal    | Interest   |                   |
| 2012           | \$ 4,920,699                   | \$ 2,899,257                                | \$ 2,021,442                | \$ 416,826   | \$ 906,240 | 1.53              |
| 2013           | 5,764,164                      | 3,161,627                                   | 2,602,537                   | 446,279      | 955,154    | 1.86              |
| 2014           | 6,053,627                      | 3,151,655                                   | 2,901,972                   | 542,247      | 1,054,947  | 1.82              |
| 2015           | 6,271,391                      | 3,987,255                                   | 2,284,136                   | 663,250      | 1,125,983  | 1.28              |
| 2016           | 8,371,878                      | 5,137,343                                   | 3,234,535                   | 742,000      | 1,056,647  | 1.80              |
| 2017           | 9,938,880                      | 6,490,261                                   | 3,448,619                   | 772,500      | 1,028,814  | 1.91              |
| 2018           | 11,700,601                     | 6,146,505                                   | 5,554,096                   | 1,015,628    | 912,272    | 2.88              |
| 2019           | 15,822,376                     | 8,582,049                                   | 7,240,327                   | 1,131,810    | 1,903,394  | 2.39              |
| 2020           | 16,027,550                     | 8,034,715                                   | 7,992,835                   | 1,166,907    | 924,978    | 3.82              |
| 2021           | 21,201,248                     | 13,091,569                                  | 8,109,679                   | 1,203,119    | 759,885    | 4.13              |

Note: <sup>a</sup>Includes both operating and non-operating revenues.

<sup>b</sup>Includes operating expenses minus depreciation.

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

**City of Anna, Texas**  
Demographic and Economic Statistics  
Last Ten Fiscal Years (Unaudited)

**Table 13**

| <b>Fiscal<br/>Year</b> | <b>Population<sup>1</sup></b> | <b>Personal<br/>Income</b> | <b>Per Capita<sup>4</sup><br/>Personal Income</b> | <b>School<br/>Enrollment<sup>3</sup></b> | <b>Unemployment<br/>Rate<sup>2</sup></b> |
|------------------------|-------------------------------|----------------------------|---------------------------------------------------|------------------------------------------|------------------------------------------|
| 2012                   | 8,580                         | \$ 197,374,320             | \$ 23,004                                         | 2,519                                    | 5.6%                                     |
| 2013                   | 9,360                         | 223,657,200                | 23,895                                            | 2,579                                    | 5.4%                                     |
| 2014                   | 10,350                        | 262,082,700                | 25,322                                            | 2,855                                    | 4.4%                                     |
| 2015                   | 10,980                        | 273,808,260                | 24,937                                            | 3,051                                    | 3.6%                                     |
| 2016                   | 11,320                        | 282,705,680                | 24,974                                            | 3,214                                    | 3.8%                                     |
| 2017                   | 12,390                        | 338,916,060                | 27,354                                            | 3,438                                    | 3.8%                                     |
| 2018                   | 13,690                        | 359,992,240                | 26,296                                            | 3,602                                    | 3.0%                                     |
| 2019                   | 15,010                        | 389,614,570                | 25,957                                            | 3,837                                    | 2.9%                                     |
| 2020                   | 16,721                        | 498,252,358                | 29,798                                            | 3,837                                    | 6.9%                                     |
| 2021                   | 17,814                        | 573,953,192                | 34,677                                            | 4,485                                    | 5.6%                                     |

Sources: <sup>1</sup>North Central Texas Council of Governments (NCTCOG)  
<sup>2</sup>State Department of Labor and homefacts.com  
<sup>3</sup>Anna Independent School District  
<sup>4</sup>U. S. Census Bureau American Fact Finder & North Central Texas Council of Governments (NCTCOG)

Note: The requirement is for 10 years worth of data. The City will present a full 10 year schedule as the information becomes available. Areas where information could not be obtained are listed as N/A.

## City of Anna, Texas

### Principal Employers

Current and Nine Years Ago (Unaudited)

**Table 14**

| Employer                     | 2021             |                                           | Employer                     | 2012             |                                           |
|------------------------------|------------------|-------------------------------------------|------------------------------|------------------|-------------------------------------------|
|                              | No.<br>Employees | Percentage of<br>Total City<br>Employment |                              | No.<br>Employees | Percentage of<br>Total City<br>Employment |
| Anna ISD                     | 625              | 39.94%                                    | Anna ISD                     | N/A              | N/A                                       |
| Walmart                      | 345              | 22.04%                                    | Pate Rehab                   | N/A              | N/A                                       |
| Pate Rehab                   | 147              | 9.39%                                     | Brookshire's                 | N/A              | N/A                                       |
| City of Anna                 | 146              | 9.33%                                     | Bronco                       | N/A              | N/A                                       |
| Brookshire's                 | 84               | 5.37%                                     | Hurricane Creek Country Club | N/A              | N/A                                       |
| Bronco Manufacturing         | 52               | 3.32%                                     | City of Anna                 | N/A              | N/A                                       |
| Hurricane Creek Country Club | 50               | 3.19%                                     | KFC/Taco Bell                | N/A              | N/A                                       |
| Loves Travel Stop            | 45               | 2.88%                                     | Crow's Country Café          | N/A              | N/A                                       |
| McDonalds                    | 40               | 2.56%                                     | Mudpies and Lullabies        | N/A              | N/A                                       |
| Tri-County Vet               | 31               | 1.98%                                     | Highland Fire Protection     | N/A              | N/A                                       |
| Total                        | 1,565            |                                           |                              | -                |                                           |

Source: <sup>1</sup>Top ten employers and employee count provided by Anna Economic Development Corporation.

Note: Data not available for 2010 at the time of this publication. The City will present this information for future years' as the information becomes available.



# City of Anna, Texas

## Full-Time Equivalent City Government Employees by Function/Program Last Ten Fiscal Years (Unaudited)

**Table 15**

|                                       | 2021         | 2020         | 2019        | 2018        | 2017        | 2016        | 2015        | 2014        | 2013        | 2012        |
|---------------------------------------|--------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>FUNCTION/PROGRAM</b>               |              |              |             |             |             |             |             |             |             |             |
| General Government and Administration | 24.5         | 23.5         | 23.5        | 15.5        | 12.5        | 13.5        | 13.5        | 12.5        | 12.5        | 13.5        |
| Public Safety                         | 42.0         | 37.0         | 33.0        | 28.0        | 24.0        | 22.0        | 21.0        | 18.0        | 18.0        | 16.0        |
| Public Works                          | 6.0          | 6.0          | 6.0         | 8.0         | 7.0         | 7.0         | 4.0         | 1.0         | 1.0         | 1.0         |
| Culture and Recreation                | 10.9         | 8.4          | 7.0         | 10.0        | 4.0         | 4.0         | 2.0         | 3.0         | 1.0         | 2.0         |
| Water and Sewer                       | 24.0         | 16.0         | 16.0        | 13.0        | 11.0        | 8.0         | 10.0        | 12.0        | 10.0        | 10.0        |
| Community Development                 | 8.0          | 9.0          | 8.0         | 4.0         | 4.0         | 3.0         | 3.0         | 3.0         | 2.0         | 2.0         |
| Economic Development                  | 2.0          | 2.0          | 2.0         | 1.0         | 0.5         | 0.5         | 0.5         | 0.5         | 0.5         | 0.5         |
| <b>TOTAL ALL GOVERNMENT FUNDS</b>     | <b>117.4</b> | <b>101.9</b> | <b>95.5</b> | <b>79.5</b> | <b>63.0</b> | <b>58.0</b> | <b>54.0</b> | <b>50.0</b> | <b>45.0</b> | <b>45.0</b> |

Source: Finance and Human Resources Department

**City of Anna, Texas**  
**Operating Indicators by Function/Program**  
**Last Ten Fiscal Years (Unaudited)**

**Table 16**

|                                           | 2021      | 2020      | 2019      | 2018      | 2017      | 2016      | 2015      | 2014      | 2013    | 2012      |
|-------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|-----------|
| <b>FUNCTION/PROGRAM</b>                   |           |           |           |           |           |           |           |           |         |           |
| General government                        |           |           |           |           |           |           |           |           |         |           |
| Building permits issued-residential       | 1,125     | 833       | 579       | 342       | 440       | 273       | 216       | 290       | 305     | 351       |
| Building permits issued-commerical        | 12        | 11        | 12        | 11        | 11        | 4         | 1         | 5         | -       | 13        |
| Building inspections conducted            | 16,917    | 5,020     | 15,416    | 14,718    | 16,046    | 9,474     | 7,493     | 12,584    | 10,566  | 8,604     |
| Public Safety                             |           |           |           |           |           |           |           |           |         |           |
| Police:                                   |           |           |           |           |           |           |           |           |         |           |
| Physical arrests                          | 325       | 253       | 357       | 428       | 337       | 311       | 309       | 208       | 197     | 187       |
| Accidents                                 | 363       | 265       | 323       | 336       | 265       | 261       | 231       | 182       | 155     | 139       |
| Traffic violations                        | 4,739     | 2,824     | 2,421     | 3,153     | 2,404     | 3,962     | 4,235     | 3,491     | 2,539   | 3,694     |
| Fire:                                     |           |           |           |           |           |           |           |           |         |           |
| Emergency responses                       | 2,286     | 1,851     | 1,783     | 1,703     | 1,502     | 1,234     | 1,256     | 1,065     | 1,070   | 1,021     |
| Fires extinguished                        | 100       | 74        | 81        | 59        | 19        | 79        | 62        | 43        | 41      | 99        |
| Inspections                               | 212       | 160       | 186       | 284       | 132       | 115       | 107       | 79        | 77      | 55        |
| Highways and streets                      |           |           |           |           |           |           |           |           |         |           |
| Street resurfacing (miles)                | 4.2       | 2.5       | 2         | 1.0       | 0         | 1         | -         | -         | -       | -         |
| Potholes repaired                         | 1,947     | 2,000     | 1,100     | 1,250     | 940       | 3,900     | 1,600     | -         | -       | -         |
| Recreation                                |           |           |           |           |           |           |           |           |         |           |
| Reservations issued                       | 162       |           | 156       | 164       | 92        | 53        | 59        | 17        | -       | -         |
| Waster and Sewer                          |           |           |           |           |           |           |           |           |         |           |
| Number of Active Accounts                 | 8,043     | 7,300     | 5,979     | 5,470     | 5,102     | 4,935     | 4,596     | 4,423     | 4,166   | 3,720     |
| Average daily consumption (gallons) wells | 1,029,423 | 1,009,523 | 1,122,943 | 1,097,062 | 1,018,025 | 1,007,258 | 1,115,682 | 1,061,013 | 772,487 | 1,200,000 |
| Average daily consumption (gallons) NTMWD | 2,428,800 | 1,169,030 | 1,025,503 | 679,857   | 679,857   | 355,970   | -         | -         | -       | -         |

Source: City departments

Note: Some data not available for 10 years at the time of this publication. The City will present this information for future years' as the information becomes available.

**City of Anna, Texas**  
Capital Asset Statistics by Function/Program  
Last Ten Fiscal Years (Unaudited)

**Table 17**

|                                        | 2021  | 2020  | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
|----------------------------------------|-------|-------|------|------|------|------|------|------|------|------|
| <b>FUNCTION</b>                        |       |       |      |      |      |      |      |      |      |      |
| Public Safety                          |       |       |      |      |      |      |      |      |      |      |
| Number of police stations              | 1     | 1     | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1    |
| Number of patrol units                 | 12    | 8     | 8    | 8    | 11   | 9    | 9    | 7    | 7    | 6    |
| Number of fire stations                | 1     | 1     | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1    |
| Streets and Grounds                    |       |       |      |      |      |      |      |      |      |      |
| Streets (miles)                        | 130   | 100   | 74   | 68   | 65   | 50   | -    | -    | -    | -    |
| Streetlights                           | 1,200 | 1,090 | 908  | 800  | 625  | 570  | -    | -    | -    | -    |
| Traffic signals                        | 6     | 5     | 4    | 4    | 3    | 1    | -    | -    | -    | -    |
| Recreation                             |       |       |      |      |      |      |      |      |      |      |
| Acreage                                | 206   | 201   | 201  | 201  | 197  | 197  | 180  | 177  | 177  | 177  |
| Playgrounds                            | 5     | 4     | 3    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Baseball/softball diamonds             | 6     | 6     | 6    | 6    | 6    | 7    | 7    | 7    | 7    | 5    |
| Water and Sewer                        |       |       |      |      |      |      |      |      |      |      |
| Water mains                            | 82    | 82    | 75   | 69   | 55   | 55   | -    | -    | -    | -    |
| Fire hydrants                          | 925   | 925   | 862  | 804  | 570  | 570  | -    | -    | -    | -    |
| Sanitary Sewer (miles)                 | 75    | 75    | 68   | 62   | 50   | 50   | -    | -    | -    | -    |
| Storage capacity (millions of gallons) | 3     | 3     | 3    | 3    | 3    | 3    | -    | -    | -    | -    |
| Wastewater                             |       |       |      |      |      |      |      |      |      |      |
| Treatment capacity                     | 9     | 9     | 9    | 9    | 9    | 9    | -    | -    | -    | -    |
| Sanitary sewer (miles)                 | 75    | 75    | 68   | 62   | 60   | 50   | -    | -    | -    | -    |
| Storm sewers (miles)                   | 65    | 65    | 60   | 57   | 55   | 50   | -    | -    | -    | -    |

Source: City Departments

Note: Some data not available for 10 years at the time of this publication. The City will present this information for future years' as the information becomes available.



Item No. 7.j.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Gregory Peters

**AGENDA ITEM:**

Consider/Discuss/Act on a Resolution authorizing the City Manager to execute a professional services agreement for the Ferguson Parkway Extension project in accordance with the results of the Request for Qualification Process and the Local Project Advanced Funding Agreement by and between the City of Anna and the Texas Department of Transportation. (Director of Public Works Greg Peters, P.E.)

**SUMMARY:**

The Ferguson Parkway Extension from Elm Street to the Collin County Loop is shown as a minor arterial in the City of Anna Master Thoroughfare Plan. The City funded the preliminary engineering for the project, which was completed by Birkhoff, Hendricks, and Carter. Upon completion of the preliminary engineering, the City began working with the North Central Texas Council of Governments and TxDOT to prepare partnerships and a funding agreement, to receive federal funding for the project. The Project Location Map is shown in Exhibit A.

In the Spring of 2021, the City Council approved the Local Government Project Advanced Funding Agreement (LPAFA) with TxDOT, which identified the scope and funding allowed for the environmental analysis and engineering design. Over the past year, the City has worked with TxDOT and NCTCOG to identify all of the project requirements and complete the necessary processes in accordance with State and Federal guidelines. The Local Government Project Advanced Funding Agreement (LPAFA) is shown in Exhibit B.

Over the past 3 months, the City has conducted a Request for Qualification Process for the project to select a qualified firm to perform the environmental and engineering services identified in the LPAFA. The City received submittals from 9 proposed project teams, including top engineering firms from the DFW area. The three highest scoring teams were interviewed, including Teague Nall & Perkins, Birkhoff Hendricks & Carter, and Freese & Nichols. The City completed the RFQ process just last week. The results of the City RFQ process are shown in Exhibit C. The highest scoring firm was Teague Nall & Perkins.

The attached resolution authorizes the City Manager to negotiate with the highest scoring firm for the identified professional services and execute a professional services agreement approved by the City Attorney. If the City is unable to reach an agreement with the highest scoring firm for the identified services within the LPAFA's identified budget, the City will have the right to disengage and seek to negotiate with the second

highest scoring firm.

Once an agreement has been reached and the City Attorney has approved the agreement, the agreement will be executed. As soon as an agreement is executed, staff will work with TxDOT to hold a project kickoff meeting and begin the environmental and engineering design processes. These processes are anticipated to take 12 to 18 months to complete.

The project does not yet have funding for construction. When the design is complete and approved by TxDOT, staff will seek to partner with NCTCOG and TxDOT to fund the right-of-way acquisition and construction phases of the project, which is anticipated to begin in late 2023 to early 2024.

**FINANCIAL IMPACT:**

The total budget for the environmental and engineering scope as listed in the LPAFA is \$1,323,174. This is the maximum funding available and total budget for the professional services identified. The City portion of the cost for professional services is \$264,365. The remaining 80% of the cost is paid for through federal funding.

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Exhibit A - Project Map - CSJ 0918-24-249
2. Exhibit B - City of Anna 0918-24-249 - Ferguson Parkway - Executed AFA
3. Resolution - Ferguson Parkway Engineering Selection
4. Exhibit C - Combined Evaluation Scores

**APPROVALS:**

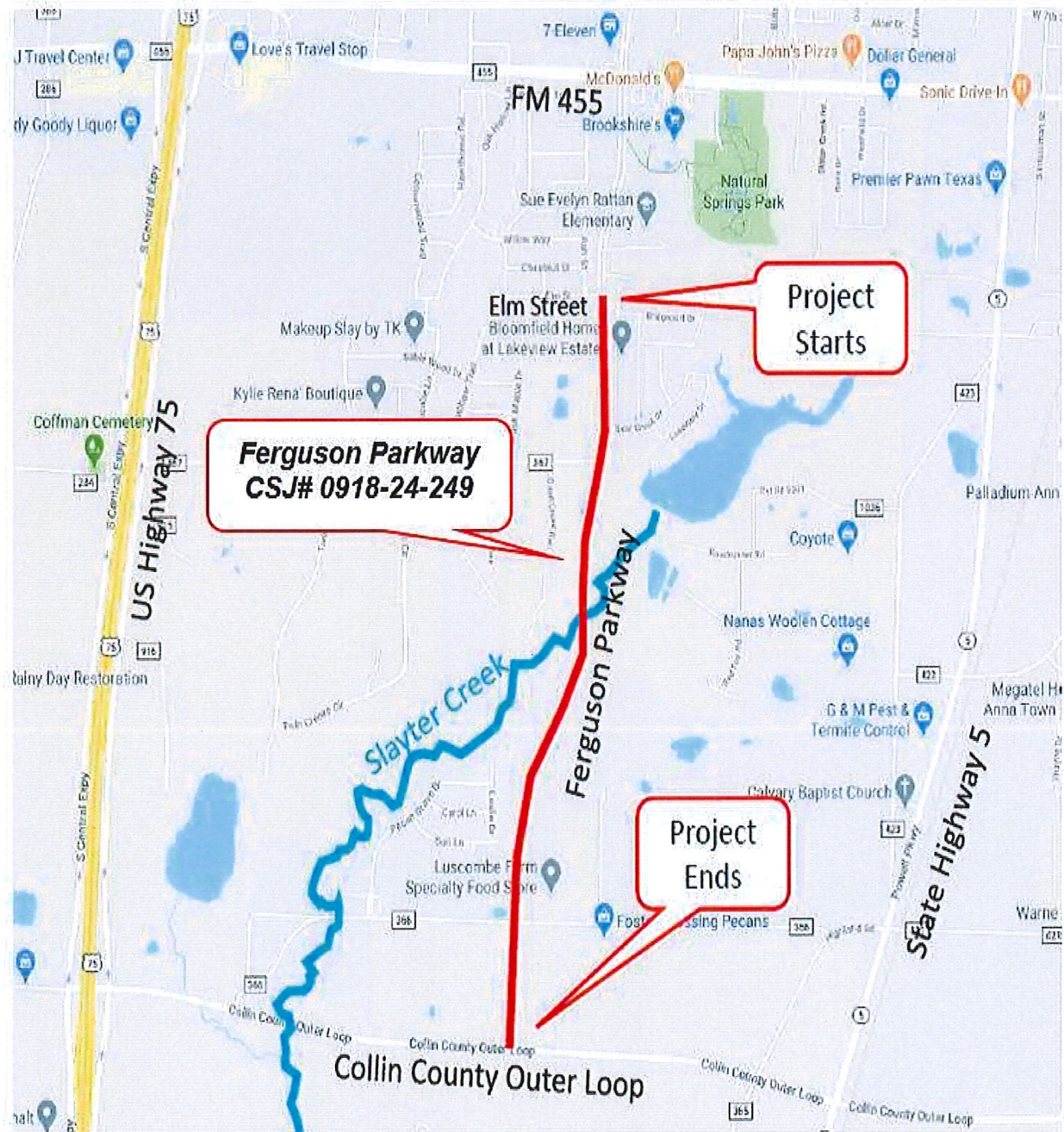
Gregory Peters, Director of Public Works  
Jim Proce, City Manager

Created/Initiated - 4/21/2022  
Final Approval - 4/21/2022



|                 |                                                                     |                                         |                                   |
|-----------------|---------------------------------------------------------------------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                                                     | Federal Highway Administration:         |                                   |
| CSJ #           | 0918-24-249                                                         | CFDA No.                                | 20.205                            |
| District #      | 18 - Dallas                                                         | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 01300                                                               |                                         |                                   |
| Project Name    | Ferguson Parkway                                                    | AFA Not Used For Research & Development |                                   |
| Limits          | On Ferguson Parkway from Elm Street to the Collin County Outer Loop |                                         |                                   |

## ATTACHMENT B LOCATION MAP SHOWING PROJECT





|                        |                                                                            |                                                           |                                          |
|------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                           |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                           |                                          |

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Surface Transportation Block Grant (STBG) Program Project**  
**Off-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Anna**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the preliminary engineering for the reconstruction and widening of a roadway**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and

|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **February 09, 2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                         |                                         |            |
|----|-------------------------|-----------------------------------------|------------|
| 1. | <b>N/A</b>              | Utilities                               | Article 8  |
| 2. | <b>Local Government</b> | Environmental Assessment and Mitigation | Article 9  |
| 3. | <b>Local Government</b> | Architectural and Engineering Services  | Article 11 |
| 4. | <b>N/A</b>              | Construction Responsibilities           | Article 12 |
| 5. | <b>N/A</b>              | Right of Way and Real Property          | Article 14 |

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of the preliminary engineering for the reconstruction and widening of a 2-lane roadway to a 4-lane urban divided roadway, with future widening to a 6-lane urban divided roadway, that will include new sidewalks and the construction of a 6-lane bridge over Slayter Creek along Ferguson Parkway from Elm Street to The Collin County Outer Loop in the City of Anna as shown on Attachment B, Project Location Map.

|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

#### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal

| TxDOT:          |                                                                     | Federal Highway Administration:                    |                                   |
|-----------------|---------------------------------------------------------------------|----------------------------------------------------|-----------------------------------|
| CSJ #           | 0918-24-249                                                         | CFDA No.                                           | 20.205                            |
| District #      | 18 - Dallas                                                         | CFDA Title                                         | Highway Planning and Construction |
| Code Chart 64 # | 01300                                                               |                                                    |                                   |
| Project Name    | Ferguson Parkway                                                    | <i>AFA Not Used For Research &amp; Development</i> |                                   |
| Limits          | On Ferguson Parkway from Elm Street to the Collin County Outer Loop |                                                    |                                   |

- participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no

| TxDOT:          |                                                                     | Federal Highway Administration:                    |                                   |
|-----------------|---------------------------------------------------------------------|----------------------------------------------------|-----------------------------------|
| CSJ #           | 0918-24-249                                                         | CFDA No.                                           | 20.205                            |
| District #      | 18 - Dallas                                                         | CFDA Title                                         | Highway Planning and Construction |
| Code Chart 64 # | 01300                                                               |                                                    |                                   |
| Project Name    | Ferguson Parkway                                                    | <i>AFA Not Used For Research &amp; Development</i> |                                   |
| Limits          | On Ferguson Parkway from Elm Street to the Collin County Outer Loop |                                                    |                                   |

later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
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| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas



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Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards. The Local Government shall submit the bridge layout to the State prior to plan development, and shall submit final bridge plans to the State for review and approval by TxDOT's Bridge Division. The State will review and comment on the work as required to accomplish the public purposes of the Local Government. The State may require the Local Government, or their representatives, to attend meetings as necessary to accomplish this goal.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

#### 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

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- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

### 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

### 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

### 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

### 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                                     | <b>State:</b>                                                                                                                   |
| City of Anna<br>ATTN: Director of Public Works<br>111 North Powell Parkway<br>Anna, TX 75409 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

#### 20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                           |                                          |

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.



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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in

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Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following

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award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

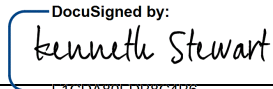
**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

DocuSigned by:



F1CDA80FDB8C4B6...

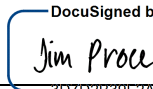
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

3/5/2021

Date

**THE LOCAL GOVERNMENT**

DocuSigned by:



3D7D2B39F2A742F...

Jim Proce  
City Manager  
City of Anna

3/4/2021

Date



|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

## ATTACHMENT A RESOLUTION

### CITY OF ANNA, TEXAS

RESOLUTION NO. 2021-02-365

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT OFF-SYSTEM BETWEEN THE CITY OF ANNA AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PRELIMINARY ENGINEERING FOR THE RECONSTRUCTION AND WIDENING OF FERGUSON PARKWAY FROM ELM STREET TO THE COLLIN COUNTY OUTER LOOP**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 115814 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the preliminary engineering for the reconstruction and widening of a roadway including a bridge (Project); and

**WHEREAS**, the Project name is "Ferguson Parkway" and the Texas Department of Transportation control-section-job number for the Project is CSJ # 0918-24-249; and

**WHEREAS**, the scope of work for the Project consists of the preliminary engineering for the reconstruction and widening of Ferguson Parkway from Elm Street to The Collin County Outer Loop in the City of Anna; and

**WHEREAS**, the Advanced Funding Agreement approved by this resolution sets forth the cost sharing for the Project using federal, state and local funds and other obligations of the parties; and

**WHEREAS**, the source of funding is generally 80% federally funded and 20% City funded as set forth in more detail in Exhibit C attached to the Advance Funding Agreement; and

CITY OF ANNA, TEXAS

RESOLUTION NO. 365

Page 1 of 2

|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

**WHEREAS**, the City's share of funding is based on an estimate and the City shall be solely responsible for and is financially committed to fund its share including any overruns based on actual costs over the maximum obligated amount of federal funding as set forth in more detail in the Advance Funding Agreement; and

**WHEREAS**, the City is authorized by applicable law to enter into the Advance Funding Agreement with the Texas Department of Transportation; and

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

**Section 1. Recitals Incorporated.**

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

**Section 2. Approval of Advance Funding Agreement.**

The City Council of the City of Anna, Texas hereby approves the Advance Funding Agreement for Surface Transportation Block Grant Program Project Off-System (Advanced Funding Agreement), by and between the City of Anna, Texas and the State of Texas, acting by and through the Texas Department of Transportation, and authorizes, ratifies and approves the City Manager's execution of the Advanced Funding Agreement on behalf of the City of Anna, Texas.

**Section 3. Previous Resolution.**

City of Anna Resolution No. 2020-09-796 is hereby superseded and rescinded to the extent of any conflict with this resolution.

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas, on this 9<sup>th</sup> day of February 2021.

ATTEST:

  
Carrie L. Land, City Secretary



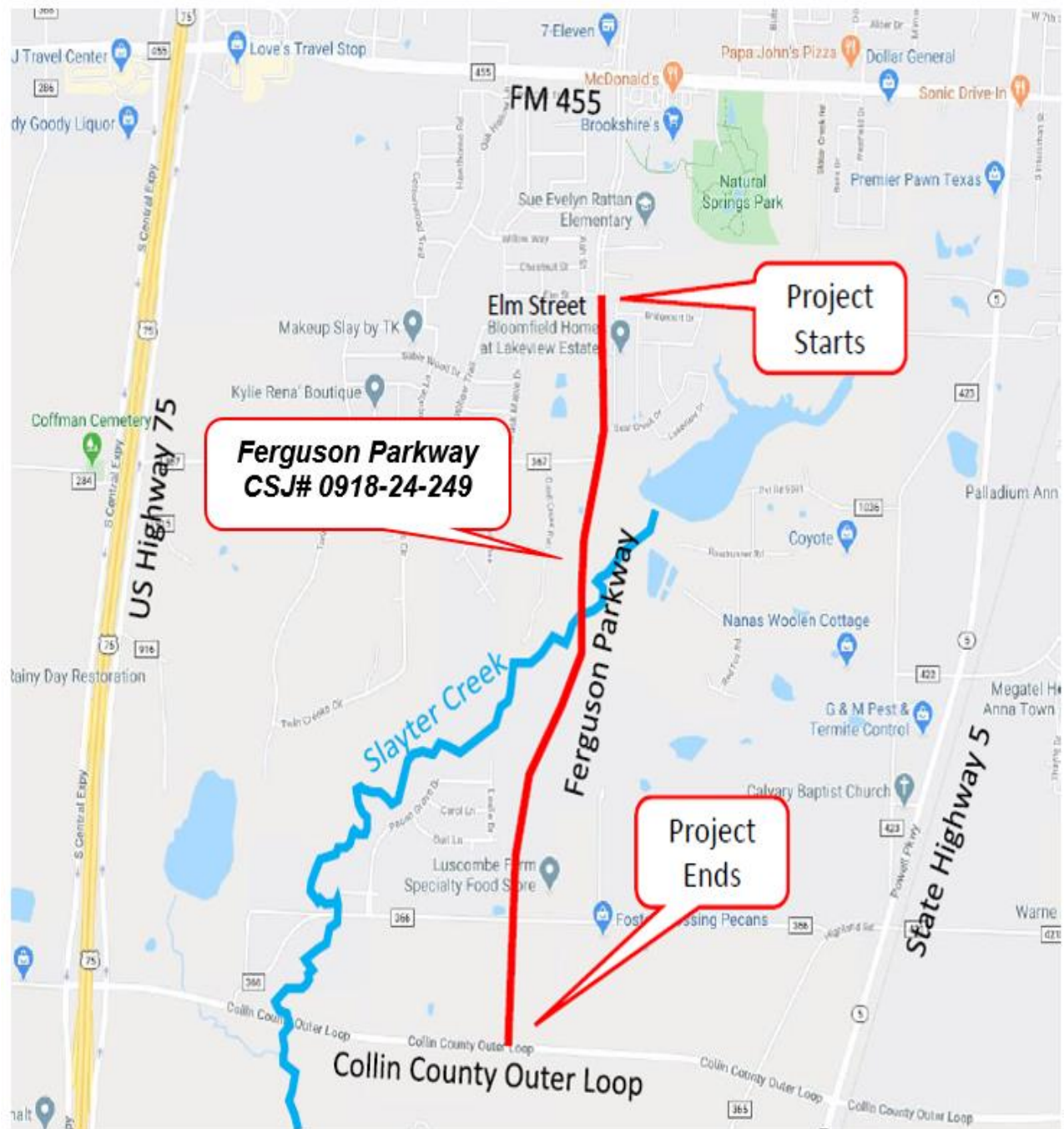
APPROVED:

  
Nate Pike, Mayor



|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

## ATTACHMENT B LOCATION MAP SHOWING PROJECT



|                        |                                                                            |                                                    |                                          |
|------------------------|----------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                                            | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0918-24-249</b>                                                         | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>18 - Dallas</b>                                                         | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>01300</b>                                                               |                                                    |                                          |
| <b>Project Name</b>    | <b>Ferguson Parkway</b>                                                    | <b>AFA Not Used For Research &amp; Development</b> |                                          |
| <b>Limits</b>          | <b>On Ferguson Parkway from Elm Street to the Collin County Outer Loop</b> |                                                    |                                          |

## ATTACHMENT C PROJECT BUDGET

Preliminary engineering costs will be based on 80% Federal funding (Cat. 7) and 20% Local Government funding until Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for the cost of all project overruns.

The Project cost is to be as follows:

| <b>PROJECT BUDGET</b>              |                             |                              |                    |                            |                 |                            |                  |
|------------------------------------|-----------------------------|------------------------------|--------------------|----------------------------|-----------------|----------------------------|------------------|
| <b>DESCRIPTION</b>                 | <b>TOTAL ESTIMATED COST</b> | <b>FEDERAL PARTICIPATION</b> |                    | <b>STATE PARTICIPATION</b> |                 | <b>LOCAL PARTICIPATION</b> |                  |
|                                    |                             | <b>%</b>                     | <b>Cost</b>        | <b>%</b>                   | <b>Cost</b>     |                            | <b>Cost</b>      |
| Environmental (by Local) Cat. 7    | \$128,698                   | 80%                          | \$102,958          | 0%                         | \$0             | 20%                        | \$25,740         |
| Engineering (by Local) Cat. 7      | \$1,194,476                 | 80%                          | \$955,581          | 0%                         | \$0             | 20%                        | \$238,895        |
| <b>Subtotal</b>                    | <b>\$1,323,174</b>          |                              | <b>\$1,058,539</b> |                            | <b>\$0</b>      |                            | <b>\$264,635</b> |
| Direct State Cost – Env            | \$4,357                     | 80%                          | \$3,486            | 0%                         | \$0             | 20%                        | \$871            |
| Direct State Cost – Eng.           | \$4,358                     | 80%                          | \$3,486            | 0%                         | \$0             | 20%                        | \$872            |
| Direct State Cost – ROW            | \$4,356                     | 80%                          | \$3,485            | 0%                         | \$0             | 20%                        | \$871            |
| Direct State Cost – UTL            | \$4,356                     | 80%                          | \$3,485            | 0%                         | \$0             | 20%                        | \$871            |
| Direct State Cost – CNST           | \$0                         | 0%                           | \$0                | 0%                         | \$0             | 0%                         | \$0              |
| <b>Subtotal</b>                    | <b>\$17,427</b>             |                              | <b>\$13,942</b>    |                            | <b>\$0</b>      |                            | <b>\$3,485</b>   |
| <b>Indirect State Cost – 4.52%</b> | <b>\$59,807</b>             | 0%                           | <b>\$0</b>         | 100%                       | <b>\$59,807</b> |                            | <b>\$0</b>       |
| <b>TOTAL</b>                       | <b>\$1,400,408</b>          |                              | <b>\$1,072,481</b> |                            | <b>\$59,807</b> |                            | <b>\$268,120</b> |

Initial Payment by the Local Government to the State: \$3,485.

Payment by the Local Government to the State prior to construction: \$0.

Estimated total payment due by the Local Government to the State: \$3,485.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH TEAGUE NALL & PERKINS, INCORPORATED, FOR THE ENVIRONMENTAL ANALYSIS AND ENGINEERING DESIGN OF FERGUSON PARKWAY IN THE AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS (\$1,323,174); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Anna shows Ferguson Parkway to be a minor arterial roadway extension to the Collin County Outer Loop on the City's Master Thoroughfare Plan; and,

**WHEREAS**, the City of Anna completed the preliminary engineering for the road through a professional services agreement with Birkhoff Hendricks & Carter; and,

**WHEREAS**, the environmental and final design phases of the project have been identified by the North Central Texas Council of Governments to receive an 80% funding match of federal funding; and,

**WHEREAS**, in accordance with TxDOT and Federal Highway Administration requirements, the City of Anna conducted a Request for Qualification process for this specific project to select a qualified firm for the environmental assessment and final engineering phases; and,

**WHEREAS**, the City of Anna received 9 responses to the RFQ process, interviewed the three highest scoring firms, and selects Teague Nall & Perkins, Incorporated as the highest scoring firm for the Ferguson Parkway Extension Project; and,

**WHEREAS**, the City Attorney shall review and approve all contracts by and between the City of Anna and Teague Nall & Perkins, Incorporated prior to execution by the City Manager; and,

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

**Section 1. Recitals Incorporated**

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

Section 2.     **Authorization of Agreement and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a professional services agreement in an amount not to exceed \$1,323,174.00 to Teague Nall & Perkins, Incorporated for the Ferguson Parkway Extension Project.

That funding for the project shall come from Roadway Impact Fees (\$264,635) and federal funding through NCTCOG (\$1,058,539).

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas on this \_\_\_\_ day of April 2022.

ATTEST:

APPROVED:

---

City Secretary, Carrie Land

---

Mayor, Nate Pike

**CSJ 0918-24-294**

**Ferguson Parkway**

Staff Evaluation of Submittals Received

3/31/2022

Combined Scores - Ferguson Parkway RFQ Responses

| Firm Name                    | Birkhoff | Freese | GEI   | Halff | Huitt Zollars | Kimley Horn | Spiars | TNP   | Walter P Moore |
|------------------------------|----------|--------|-------|-------|---------------|-------------|--------|-------|----------------|
| Combined Rank                | 3        | 2      | 4     | 5     | 7             | 6           | 8      | 1     | 9              |
| Combined Score               | 1.047    | 1.057  | 1.047 | 1.030 | 0.965         | 0.970       | 0.882  | 1.106 | 0.881          |
| Selected for Final Interview | YES      | YES    | NO    | NO    | NO            | NO          | NO     | YES   | NO             |



Reviewer: [REDACTED]

Rank

**Project Management**

Skills, Capabilities and Experience

Team Members Roles and Project team

DBE goal requirements

**Past Performance**

Experience with TxDOT and Government Projects

Past performance

**Schedule**

Availability of staff

Schedule and description

|     | Birkhoff |          | Freese |          | GEI      |          | Halff    |          | Huitt Zollars |          | Kimley Horn |          | Spiars   |          | TNP      |          | Walter P Moore |          |
|-----|----------|----------|--------|----------|----------|----------|----------|----------|---------------|----------|-------------|----------|----------|----------|----------|----------|----------------|----------|
|     | 1        |          | 4      |          | 2        |          | 5        |          | 6             |          | 7           |          | 8        |          | 3        |          | 9              |          |
|     | 4        | 1.333333 | 4      | 1.333333 | 4        | 1.333333 | 4        | 1.333333 | 3.5           | 1.166667 | 3.5         | 1.166667 | 3        | 1        | 4        | 1.333333 | 3.5            | 1.166667 |
|     | 4        | 1.333333 | 3.5    | 1.166667 | 4        | 1.333333 | 3.75     | 1.25     | 3.25          | 1.083333 | 3.5         | 1.166667 | 3.25     | 1.083333 | 4        | 1.333333 | 3.75           | 1.25     |
|     | 4        | 1.333333 | 3.75   | 1.25     | 3.75     | 1.25     | 3        | 1        | 3.25          | 1.083333 | 3           | 1        | 3.25     | 1.083333 | 3.5      | 1.166667 | 3.5            | 1.166667 |
|     | 3.5      | 1.166667 | 4      | 1.333333 | 3.5      | 1.166667 | 3.75     | 1.25     | 3.5           | 1.166667 | 3.5         | 1.166667 | 3.25     | 1.083333 | 4        | 1.333333 | 3.5            | 1.166667 |
|     | 4        | 1.333333 | 3.5    | 1.166667 | 3.5      | 1.166667 | 3.5      | 1.166667 | 3.5           | 1.166667 | 3.75        | 1.25     | 3        | 1        | 3.75     | 1.25     | 3.25           | 1.083333 |
|     | 3.75     | 1.25     | 3      | 1        | 3.75     | 1.25     | 3.5      | 1.166667 | 3.25          | 1.083333 | 3           | 1        | 3.5      | 1.166667 | 3.5      | 1.166667 | 3              | 1        |
|     | 3.5      | 1.166667 | 3.5    | 1.166667 | 3.75     | 1.25     | 3        | 1        | 3             | 1        | 3           | 1        | 3        | 1        | 3.5      | 1.166667 | 2              | 0.666667 |
| 40% |          | 0.533333 |        | 0.5      |          | 0.522222 |          | 0.477778 |               | 0.444444 |             | 0.444444 |          | 0.422222 |          | 0.511111 |                | 0.477778 |
| 30% |          | 0.25     |        | 0.25     |          | 0.233333 |          | 0.241667 |               | 0.233333 |             | 0.241667 |          | 0.208333 |          | 0.258333 |                | 0.225    |
| 30% |          | 0.3625   |        | 0.325    |          | 0.375    |          | 0.325    |               | 0.3125   |             | 0.3      |          | 0.325    |          | 0.35     |                | 0.25     |
|     | 1.145833 |          | 1.075  |          | 1.130556 |          | 1.044444 |          | 0.990278      |          | 0.986111    |          | 0.955556 |          | 1.119444 |          | 0.952778       |          |

|   |        | rank |                |
|---|--------|------|----------------|
| 1 | 1.1458 | 1    | Birkhoff       |
| 2 | 1.0750 | 4    | Freese         |
| 3 | 1.1306 | 2    | GEI            |
| 4 | 1.0444 | 5    | Halff          |
| 5 | 0.9903 | 6    | Huitt Zollars  |
| 6 | 0.9861 | 7    | Kimley Horn    |
| 7 | 0.9556 | 8    | Spiars         |
| 8 | 1.1194 | 3    | TNP            |
| 9 | 0.9528 | 9    | Walter P Moore |

Reviewer: [REDACTED]

Rank

**Project Management**

Skills, Capabilities and Experience

Team Members Roals and Project team

DBE goal requirments

**Past Performance**

Experience with TxDOT andd Government Projects

Past performance

**Schedule**

Availiability of staff

Schedlue and description

|     | Birkhoff |          | Freese |          | GEI      |          | Halff    |          | Huitt Zollars |          | Kimley Horn |          | Spiars   |          | TNP      |          | Walter P Moore |          |
|-----|----------|----------|--------|----------|----------|----------|----------|----------|---------------|----------|-------------|----------|----------|----------|----------|----------|----------------|----------|
|     | 4        |          | 1      |          | 3        |          | 5        |          | 6             |          | 7           |          | 8        |          | 2        |          | 9              |          |
|     | 4        | 1.333333 | 4      | 1.333333 | 4        | 1.333333 | 3.75     | 1.25     | 3.75          | 1.25     | 3.75        | 1.25     | 3.5      | 1.166667 | 4        | 1.333333 | 3.5            | 1.166667 |
|     | 4        | 1.333333 | 4      | 1.333333 | 4        | 1.333333 | 3.75     | 1.25     | 3.75          | 1.25     | 3.75        | 1.25     | 3.5      | 1.166667 | 4        | 1.333333 | 3.75           | 1.25     |
|     | 3.75     | 1.25     | 4      | 1.333333 | 3.75     | 1.25     | 3.25     | 1.083333 | 3.25          | 1.083333 | 3.25        | 1.083333 | 3.25     | 1.083333 | 3.5      | 1.166667 | 3.5            | 1.166667 |
|     | 3.5      | 1.166667 | 4      | 1.333333 | 3.75     | 1.25     | 3.5      | 1.166667 | 3.5           | 1.166667 | 3.5         | 1.166667 | 3.5      | 1.166667 | 3.75     | 1.25     | 3.75           | 1.25     |
|     | 3.5      | 1.166667 | 4      | 1.333333 | 3.5      | 1.166667 | 3.5      | 1.166667 | 3.5           | 1.166667 | 3.25        | 1.083333 | 3.25     | 1.083333 | 3.75     | 1.25     | 3.5            | 1.166667 |
|     | 3.75     | 1.25     | 3.75   | 1.25     | 3.75     | 1.25     | 3.5      | 1.166667 | 3.25          | 1.083333 | 3.25        | 1.083333 | 3.25     | 1.083333 | 4        | 1.333333 | 3              | 1        |
|     | 3.5      | 1.166667 | 3.75   | 1.25     | 3.75     | 1.25     | 3.25     | 1.083333 | 3.25          | 1.083333 | 3.25        | 1.083333 | 3.25     | 1.083333 | 3.75     | 1.25     | 2              | 0.666667 |
|     |          | 0.522222 |        | 0.533333 |          | 0.522222 |          | 0.477778 |               | 0.477778 |             | 0.477778 |          | 0.455556 |          | 0.511111 |                | 0.477778 |
| 40% |          | 0.233333 |        | 0.266667 |          | 0.241667 |          | 0.233333 |               | 0.233333 |             | 0.225    |          | 0.225    |          | 0.25     |                | 0.241667 |
| 30% |          | 0.3625   |        | 0.375    |          | 0.375    |          | 0.3375   |               | 0.325    |             | 0.325    |          | 0.325    |          | 0.3875   |                | 0.25     |
|     | 1.118056 |          | 1.175  |          | 1.138889 |          | 1.048611 |          | 1.036111      |          | 1.027778    |          | 1.005556 |          | 1.148611 |          | 0.969444       |          |

|   | rank   |                  |
|---|--------|------------------|
| 1 | 1.1181 | 4 Birkhoff       |
| 2 | 1.1750 | 1 Freese         |
| 3 | 1.1389 | 3 GEI            |
| 4 | 1.0486 | 5 Halff          |
| 5 | 1.0361 | 6 Huitt Zollars  |
| 6 | 1.0278 | 7 Kimley Horn    |
| 7 | 1.0056 | 8 Spiars         |
| 8 | 1.1486 | 2 TNP            |
| 9 | 0.9694 | 9 Walter P Moore |

Reviewer: [REDACTED]

Rank

**Project Management**

Skills, Capabilities and Experience

Team Members Roles and Project team

DBE goal requirements

**Past Performance**

Experience with TxDOT and Government Projects

Past performance

**Schedule**

Availability of staff

Schedule and description

|     | Birkhoff |          | Freese |          | GEI      |   | Halff    |          | Huitt Zollars |          | Kimley Horn |   | Spiars   |          | TNP      |          | Walter P Moore |          |
|-----|----------|----------|--------|----------|----------|---|----------|----------|---------------|----------|-------------|---|----------|----------|----------|----------|----------------|----------|
|     | 8        |          | 5      |          | 6        |   | 2        |          | 3             |          | 6           |   | 3        |          | 1        |          | 9              |          |
| ts  |          |          |        |          |          |   |          |          |               |          |             |   |          |          |          |          |                |          |
|     | 3        | 1        | 4      | 1.333333 | 3        | 1 | 4        | 1.333333 | 3             | 1        | 3           | 1 | 3        | 1        | 4        | 1.333333 | 3              | 1        |
|     | 4        | 1.333333 | 3      | 1        | 3        | 1 | 3        | 1        | 3             | 1        | 3           | 1 | 3        | 1        | 4        | 1.333333 | 3              | 1        |
|     | 3        | 1        | 3      | 1        | 3        | 1 | 3        | 1        | 3             | 1        | 3           | 1 | 3        | 1        | 3        | 1        | 3              | 1        |
|     |          |          |        |          |          |   |          |          |               |          |             |   |          |          |          |          |                |          |
|     | 2        | 0.666667 | 4      | 1.333333 | 3        | 1 | 4        | 1.333333 | 4             | 1.333333 | 3           | 1 | 3        | 1        | 4        | 1.333333 | 2              | 0.666667 |
|     | 4        | 1.333333 | 3      | 1        | 3        | 1 | 3        | 1        | 3             | 1        | 3           | 1 | 4        | 1.333333 | 3        | 1        | 3              | 1        |
|     |          |          |        |          |          |   |          |          |               |          |             |   |          |          |          |          |                |          |
|     | 2        | 0.666667 | 2      | 0.666667 | 3        | 1 | 3        | 1        | 3             | 1        | 3           | 1 | 3        | 1        | 3        | 1        | 3              | 1        |
|     | 3        | 1        | 3      | 1        | 3        | 3 | 1        | 3        | 1             | 3        | 1           | 3 | 1        | 3        | 1        | 3        | 1              | 3        |
|     |          |          |        |          |          |   |          |          |               |          |             |   |          |          |          |          |                |          |
| 40% | 0.444444 | 0.444444 |        |          | 0.4      |   | 0.444444 |          | 0.4           |          | 0.4         |   | 0.4      |          | 0.488889 |          |                | 0.4      |
| 30% | 0.2      | 0.233333 |        |          | 0.2      |   | 0.233333 |          | 0.233333      |          | 0.2         |   | 0.233333 |          | 0.233333 |          |                | 0.166667 |
| 30% | 0.25     | 0.25     |        |          | 0.3      |   | 0.3      |          | 0.3           |          | 0.3         |   | 0.3      |          | 0.3      |          |                | 0.3      |
|     | 0.894444 | 0.927778 | 0.900  |          | 0.977778 |   | 0.933333 |          | 0.900         |          | 0.933333    |   | 1.022222 |          | 0.866667 |          |                |          |

|   | rank    |                  |
|---|---------|------------------|
| 1 | 0.89444 | 8 Birkhoff       |
| 2 | 0.92778 | 5 Freese         |
| 3 | 0.90000 | 6 GEI            |
| 4 | 0.97778 | 2 Halff          |
| 5 | 0.93333 | 3 Huitt Zollars  |
| 6 | 0.90000 | 6 Kimley Horn    |
| 7 | 0.93333 | 3 Spiars         |
| 8 | 1.02222 | 1 TNP            |
| 9 | 0.86667 | 9 Walter P Moore |

Reviewer: [REDACTED]

Rank

**Project Management**

Skills, Capabilities and Experience

Team Members Roles and Project team

DBE goal requirements

**Past Performance**

Experience with TxDOT and Government Projects

Past performance

**Schedule**

Availability of staff

Schedule and description

|     | Birkhoff |          | Freese |          | GEI      |          | Halff    |          | Huitt Zollars |     | Kimley Horn |          | Spiars   |          | TNP      |          | Walter P Moore |          |
|-----|----------|----------|--------|----------|----------|----------|----------|----------|---------------|-----|-------------|----------|----------|----------|----------|----------|----------------|----------|
|     | 4        |          | 2      |          | 5        |          | 3        |          | 7             |     | 6           |          | 9        |          | 1        |          | 8              |          |
|     | 3        | 1        | 3.5    | 1.166667 | 3        | 1        | 4        | 1.333333 | 3             | 1   | 3           | 1        | 2        | 0.666667 | 4        | 1.333333 | 2.5            | 0.833333 |
|     | 4        | 1.333333 | 3.5    | 1.166667 | 3        | 1        | 3.5      | 1.166667 | 3             | 1   | 3           | 1        | 2        | 0.666667 | 4        | 1.333333 | 2.5            | 0.833333 |
|     | 3        | 1        | 3.5    | 1.166667 | 3        | 1        | 3.5      | 1.166667 | 3             | 1   | 3           | 1        | 2        | 0.666667 | 4        | 1.333333 | 2.5            | 0.833333 |
|     | 4        | 1.333333 | 3.5    | 1.166667 | 4        | 1.333333 | 3.5      | 1.166667 | 3             | 1   | 4           | 1.333333 | 2.5      | 0.833333 | 4        | 1.333333 | 3              | 1        |
|     | 3        | 1        | 3.5    | 1.166667 | 4        | 1.333333 | 3.5      | 1.166667 | 3             | 1   | 4           | 1.333333 | 2.5      | 0.833333 | 3.5      | 1.166667 | 3              | 1        |
|     | 3.5      | 1.166667 | 3.5    | 1.166667 | 3.5      | 1.166667 | 3.25     | 1.083333 | 3             | 1   | 3           | 1        | 2        | 0.666667 | 3.5      | 1.166667 | 2              | 0.666667 |
|     | 3.5      | 1.166667 | 3.5    | 1.166667 | 3.5      | 1.166667 | 3.25     | 1.083333 | 3             | 1   | 3           | 1        | 2        | 0.666667 | 3.5      | 1.166667 | 2              | 0.666667 |
| 40% |          | 0.444444 |        | 0.466667 |          | 0.4      |          | 0.488889 |               | 0.4 |             | 0.4      |          | 0.266667 |          | 0.533333 |                | 0.333333 |
| 30% |          | 0.233333 |        | 0.233333 |          | 0.266667 |          | 0.233333 |               | 0.2 |             | 0.266667 |          | 0.166667 |          | 0.25     |                | 0.2      |
| 30% |          | 0.35     |        | 0.35     |          | 0.35     |          | 0.325    |               | 0.3 |             | 0.3      |          | 0.2      |          | 0.35     |                | 0.2      |
|     | 1.027778 |          | 1.05   |          | 1.016667 |          | 1.047222 |          | 0.9           |     | 0.966667    |          | 0.633333 |          | 1.133333 |          | 0.733333       |          |

|   | rank    |                  |
|---|---------|------------------|
| 1 | 1.02778 | 4 Birkhoff       |
| 2 | 1.05000 | 2 Freese         |
| 3 | 1.01667 | 5 GEI            |
| 4 | 1.04722 | 3 Halff          |
| 5 | 0.90000 | 7 Huitt Zollars  |
| 6 | 0.96667 | 6 Kimley Horn    |
| 7 | 0.63333 | 9 Spiars         |
| 8 | 1.13333 | 1 TNP            |
| 9 | 0.73333 | 8 Walter P Moore |





Item No. 7.k.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Gregory Peters

**AGENDA ITEM:**

Consider/Discuss/Act on a Resolution authorizing the City Manager to execute a contract for design-build services for the design and construction of Fire Station 2. (Director of Public Works Greg Peters, P.E.)

**SUMMARY:**

In 2021, Anna neighbors approved Bond Proposition A for Public Safety Improvements, which included construction of a second fire station and the purchase of a ladder truck. The ladder truck has been purchased and is being built. The available funding for the design and construction of Fire Station 2 is \$6,400,000.

In 2021, the developer of the Hurricane Creek Subdivision agreed to dedicate land for Fire Station 2 at the northwest corner of Standridge Boulevard and Creek Meadow Drive. The proposed location of Fire Station 2 is shown in Exhibit A, attached.

Also in 2021, the City completed a multi-disciplinary Request for Qualifications (RFQ) process for a wide range of services. One of those was design-build services, to provide a streamlined approach to project delivery for certain municipal facilities. The design-build approach combines the design and construction processes together from the beginning, which saves time and provides the City with improved cost control and project management. This project delivery method is desirable for function-first projects, like a Fire Station, where the facility will be used by technical staff (firefighters) and not the general public.

The City selected three qualified design-build firms in the RFQ process: Byrne Construction Services, Crossland Construction, Incorporated, and Speed-Fabcrete, Incorporated. All three firms have a wealth of experience in successfully delivering new fire station facilities to Texas communities on-time and within budget.

For the Fire Station 2 project, the City interviewed all three firms. The interview panel consisted of Fire Chief Ray Isom, Public Works Director Greg Peters, and City Council Member Randy Atchley. All three firms proved to be highly qualified, capable, and experienced. The highest scoring firm was Crossland Construction, Incorporated.

The approval of this item will authorize the City Manager to negotiate and execute an agreement with Crossland Construction, Incorporated for the voter-approved budget of \$6,400,000 for the design and construction of Fire Station 2. The agreement will be reviewed and approved by the City Attorney prior to execution.

**FINANCIAL IMPACT:**

The total available funding for the project is \$6,400,000.

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Exhibit A - Project Location Map - Fire Station 2
2. Fire Station 2 Scoring Results
3. Resolution - Design Build Services for Fire Station 2

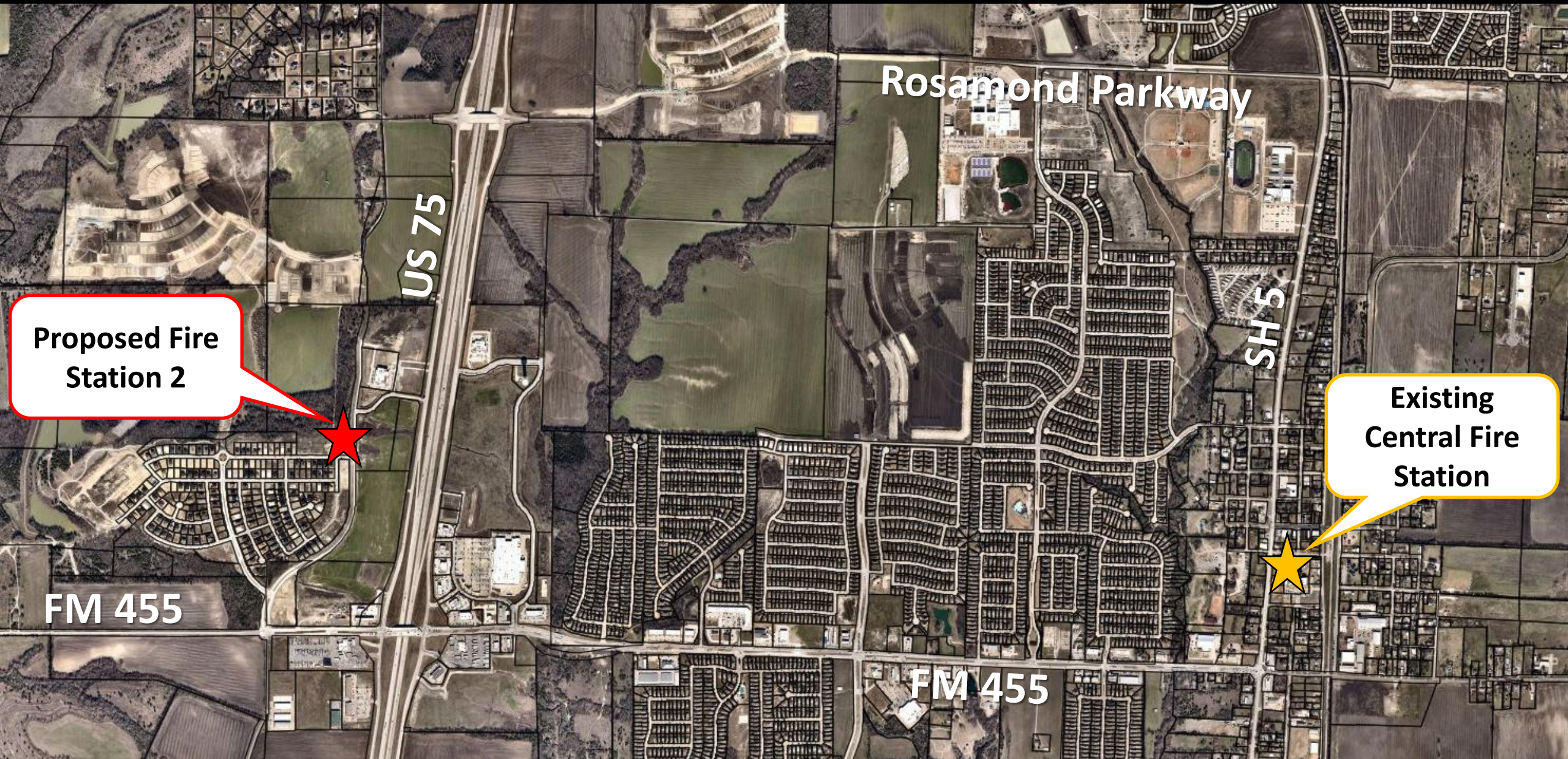
**APPROVALS:**

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

Created/Initiated - 4/21/2022  
Final Approval - 4/21/2022



# Project Location Map - Fire Station 2



**Proposed Fire  
Station 2**

**Existing  
Central Fire  
Station**

**FM 455**

**FM 455**

**Rosamond Parkway**

**US 75**

**SH 5**



**BID # 01-2022**  
**RFQ: Fire Station 2**  
**CATEGORY: Design/Build**  
**CATEGORY NAME: Design/Build**

**DATE DISTRIBUTED TO EVAL TEAM:** 4/20/2022

**DATE RETURNED:** 4/21/2022

| FIRM                   | Total |
|------------------------|-------|
| Crossland Construction | 3.875 |
| Byrne Construction     | 3.846 |
| Speed Fab-Crete        | 3.673 |



|                                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Explanation on Ratings 0 – 5 (Evaluators may assign points in .25 increments - ex: 3.25 or 4.75)<br>ALL SCORES ABOVE AND BELOW A "3" REQUIRE COMMENTS |  |
| 0 = Non-Responsive; no information included                                                                                                           |  |
| 1 = Minimally responsive; meets a few needs                                                                                                           |  |
| 2 = Fair; meet some of the needs                                                                                                                      |  |
| 3 = Good; meets all of the needs                                                                                                                      |  |
| 4 = Better; meet all the basic needs and Exceeds in some areas                                                                                        |  |
| 5 = Excellent; innovatively Exceeds in All Needs                                                                                                      |  |

|                               |                                                                                                                 |               |          |               |          |               |            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------|----------|---------------|----------|---------------|------------|
| Bidder: <b>Byrne</b>          |                                                                                                                 |               |          |               |          |               |            |
| BID NO.:                      |                                                                                                                 |               |          |               |          |               |            |
| Category Letter Category Name |                                                                                                                 | EVALUATOR 'A' |          | EVALUATOR 'B' |          | EVALUATOR 'C' |            |
|                               |                                                                                                                 |               |          |               |          |               | 3.846      |
| Weight %                      | EVALUATION CRITERIA                                                                                             | Score         | Comments | Score         | Comments | Score         | Sub-Totals |
| 25                            | <b>FIRM INFORMATION &amp; SERVICES ( Tab 1)</b>                                                                 |               |          |               |          |               | 0.896      |
|                               | History and philosophy of the Firm                                                                              | 3             |          | 3.5           |          | 4             | 3.500      |
|                               | Firm's principal officers and professionals                                                                     | 3             |          | 4             |          | 3             | 3.333      |
|                               | Areas of Expertise and/or specialization                                                                        | 4             |          | 4             |          | 5             | 4.333      |
|                               | Location of Home and Branch Offices                                                                             | 3             |          | 3.5           |          | 3             | 3.167      |
| 60                            | <b>Firm's Experience (Tab 2)</b>                                                                                |               |          |               |          |               | 2.525      |
|                               | Pertinent related professional experience of the Firm for the selected category                                 | 4             |          | 4.5           |          | 4             | 4.167      |
|                               | Firm's culture and overall approach to Project Management and communication                                     | 4             |          | 4             |          | 4             | 4.000      |
|                               | Experience with the full range of responsibilities contemplated for the category                                | 4             |          | 4.5           |          | 5             | 4.500      |
|                               | Experience, licensing and qualificaitons of the key staff who would most likely be assigned to the work         | 4             |          | 4.5           |          | 4             | 4.167      |
|                               | Quality Control/Quality Assurance Processes                                                                     | 4             |          | 4.5           |          | 3             | 3.833      |
| 15                            | <b>References (Tab 3)</b>                                                                                       |               |          |               |          |               | 0.425      |
|                               | Firm's performance on prior project related to the category, performed in the past five (5) years.              | 5             |          | 4             |          | 4             | 4.333      |
|                               | List of all projects currently under contract for the selected category, and their anticipated completion date. | 4             |          | 3.5           |          | 5             | 4.167      |
|                               |                                                                                                                 |               |          |               |          |               |            |

|                                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Explanation on Ratings 0 – 5 (Evaluators may assign points in .25 increments - ex: 3.25 or 4.75)<br>ALL SCORES ABOVE AND BELOW A "3" REQUIRE COMMENTS |  |
| 0 = Non-Responsive; no information included                                                                                                           |  |
| 1 = Minimally responsive; meets a few needs                                                                                                           |  |
| 2 = Fair; meet some of the needs                                                                                                                      |  |
| 3 = Good; meets all of the needs                                                                                                                      |  |
| 4 = Better; meet all the basic needs and Exceeds in some areas                                                                                        |  |
| 5 = Excellent; innovatively Exceeds in All Needs                                                                                                      |  |

|                               |                                                                                                                 |               |          |               |          |               |            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------|----------|---------------|----------|---------------|------------|
| Bidder: <b>Speed FabCrete</b> |                                                                                                                 |               |          |               |          |               |            |
| BID NO.:                      |                                                                                                                 |               |          |               |          |               |            |
| Category Letter Category Name |                                                                                                                 | EVALUATOR 'A' |          | EVALUATOR 'B' |          | EVALUATOR 'C' |            |
|                               |                                                                                                                 |               |          |               |          |               | 3.673      |
| Weight %                      | EVALUATION CRITERIA                                                                                             | Score         | Comments | Score         | Comments | Score         | Sub-Totals |
| 25                            | <b>FIRM INFORMATION &amp; SERVICES ( Tab 1)</b>                                                                 |               |          |               |          |               | 0.948      |
|                               | History and philosophy of the Firm                                                                              | 3             |          | 4             |          | 5             | 4.000      |
|                               | Firm's principal officers and professionals                                                                     | 3             |          | 5             |          | 3             | 3.667      |
|                               | Areas of Expertise and/or specialization                                                                        | 4             |          | 4             |          | 4             | 4.000      |
|                               | Location of Home and Branch Offices                                                                             | 3             |          | 3.5           |          | 4             | 3.500      |
| 60                            | <b>Firm's Experience (Tab 2)</b>                                                                                |               |          |               |          |               | 2.300      |
|                               | Pertinent related professional experience of the Firm for the selected category                                 | 3             |          | 4.5           |          | 5             | 4.167      |
|                               | Firm's culture and overall approach to Project Management and communication                                     | 3             |          | 4             |          | 4             | 3.667      |
|                               | Experience with the full range of responsibilities contemplated for the category                                | 3             |          | 4.5           |          | 4             | 3.833      |
|                               | Experience, licensing and qualificaitons of the key staff who would most likely be assigned to the work         | 3             |          | 4             |          | 4             | 3.667      |
|                               | Quality Control/Quality Assurance Processes                                                                     | 3             |          | 3.5           |          | 5             | 3.833      |
| 15                            | <b>References (Tab 3)</b>                                                                                       |               |          |               |          |               | 0.425      |
|                               | Firm's performance on prior project related to the category, performed in the past five (5) years.              | 4             |          | 4.5           |          | 5             | 4.500      |
|                               | List of all projects currently under contract for the selected category, and their anticipated completion date. | 4             |          | 4             |          | 4             | 4.000      |
|                               |                                                                                                                 |               |          |               |          |               |            |

**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR DESIGN-BUILD SERVICES, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH CROSSLAND CONSTRUCTION, INCORPORATED FOR THE DESIGN AND CONSTRUCTION OF FIRE STATION 2 IN THE AMOUNT NOT TO EXCEED SIX MILLION FOUR HUNDRED THOUSAND DOLLARS (\$6,400,000); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Anna voters approved Bond Proposition “A” in May of 2021 for Public Safety improvements, including the construction of a new fire station; and,

**WHEREAS**, the Developer of the Hurricane Creek Subdivision has agreed to dedicate property to the City of Anna at the northwest corner of Standridge Parkway and Creek Meadow Drive for a new fire station; and,

**WHEREAS**, the identified budget for the design and construction of Fire Station 2 is \$6,400,000; and,

**WHEREAS**, the City selected Crossland Construction Incorporated as one of the three pre-qualified Design-Build firms in the Multi-Disciplinary RFQ process in 2021 as documented in Resolution 2021-07-940; and,

**WHEREAS**, the City of Anna interviewed the three pre-qualified firms and selects Crossland Construction, Inc. as the highest scoring firm for the Fire Station 2 project: and,

**WHEREAS**, the City Attorney shall review and approve all contracts by and between the City of Anna and Crossland Construction, Incorporated prior to execution by the City Manager; and,

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

**Section 1. Recitals Incorporated**

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

**Section 2. Authorization of Agreement and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a design-build contract in an amount not to exceed \$6,400,000.00 to Crossland Construction, Incorporated for the design and construction of Fire Station 2.

That funding for the project shall come from the voter approved 2021 Bond Funds.



**PASSED AND APPROVED** by the City Council of the City of Anna, Texas on this \_\_\_\_ day of April 2022.

ATTEST:

APPROVED:

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City Secretary, Carrie Land

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Mayor, Nate Pike



Item No. 7.I.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact: Gregory Peters

**AGENDA ITEM:**

Discuss/ Consider/Act on a Resolution authorizing the City Manager to execute a purchase-sale agreement and closing documents pertaining to the purchase of real property located at 320 Hackberry Drive, Anna, Texas 75409. (Director of Public Works Greg Peters, P.E.)

**SUMMARY:**

The City of Anna has an active Capital Improvement Plan project for road improvements to Hackberry Drive from SH 5 to Bamborough Drive. In order to construct the road improvements, a small sliver of right-of-way is needed on and across the front of the property located at 320 Hackberry Drive.

This property is in a very unique situation, as the owner passed away recently and the property was passed down to a large group of family members. The family is represented by an attorney/ receiver who has authority to sell the property. The location of the property is shown in Exhibit "A" attached.

The existing property contains a single family home which is in poor condition and is currently uninhabitable. Based on a review of the structure by the Director of Public Works and the Building Official, staff did not find it to be safe for use in its current state. The family has been trying to sell the property for some time, but has been unable to reach a consensus. This has caused delays in the City's ability to acquire the needed right-of-way for the road project.

The property is only 0.278 acres in total land area. Due to the property having significantly less depth than the other residential properties along the road project, even a small right-of-way dedication will impact the future use of the property.

The attorney/ receiver who represents the family is open to selling the entire parcel to the City of Anna. Due to the unique nature of the ownership, the small size of the property, and the very reasonable asking price, the City is moving forward with the processes required to purchase the entire tract, if approved by the City Council. The purchase offer agreement is shown in Exhibit "B" attached. The right-of-way consultant's assignment of contract form is attached as Exhibit C.

If this item is approved, the City Manager will be authorized to complete the purchase process for the property. All documents and processes will be reviewed by the City Attorney prior to execution. Once the property is owned by the City, the existing access

drive across the land will remain in place. The City will initiate plans to clear the property of the existing structures to ensure it is safe and secure. The property will then be used for construction staging during the construction of Hackberry Drive.

Upon completion of the road project, the City will be able to sell the property or keep it. This decision will be up to the City Council.

**FINANCIAL IMPACT:**

The property purchase price is \$39,000, plus closing costs to be determined at closing.

**STRATEGIC CONNECTIONS:**

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

**Goal 2: Sustainable Anna Community Through Planned Managed Growth**

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Exhibit A - Property Map - 320 Hackberry Drive
2. Exhibit B - 320 Hackberry Dr - Purchase Offer
3. Exhibit C - 320 Hackberry - Assignment of Contract to City of Anna
4. Resolution -Purchase 320 Hackberry Drive

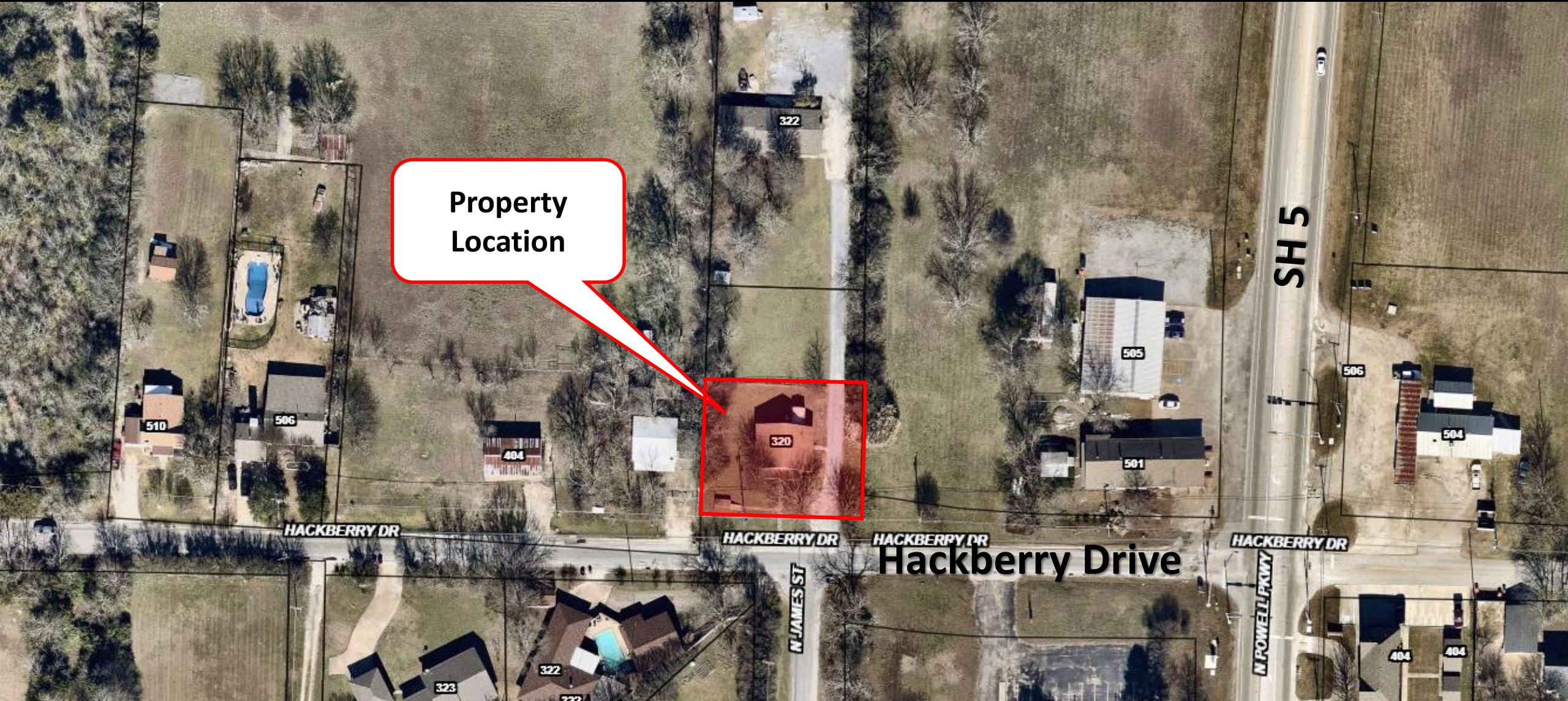
**APPROVALS:**

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

Created/Initiated - 4/21/2022  
Final Approval - 4/21/2022



# Property Location Map – 320 Hackberry Drive







PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
**ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)**

NOTICE: Not For Use For Condominium Transactions

11-08-2021



1. **PARTIES:** The parties to this contract are Mary Joyce Risner Compton & Estate Of Wanda Jean Risner Burk Etal (Seller) and Specialty Land Services or Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the Property (Property).
  - A. LAND: Lot n/a Block n/a, ABS A0071 HENRY BRANTLEY SURVEY, TRACT 28 Addition, City of Anna, County of Collin, Texas, known as 320 W Hackberry Lane 75409 (address/zip code), or as described on attached exhibit.
  - B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
  - C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
  - D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: \_\_\_\_\_
  - E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
  - A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 39,000.00
  - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... \$ \_\_\_\_\_
  - C. Sales Price (Sum of A and B) ..... \$ 39,000.00
4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)
  - ☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
  - ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
  - ☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
    - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
    - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within \_\_\_\_\_ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

Initialed for identification by Buyer [BM] and Seller \_\_\_\_\_

TREC NO. 20-16

Contract Concerning 320 W Hackberry Lane, Anna, Texas 75409 Page 2 of 11 11-08-2021  
(Address of Property)

**5. EARNEST MONEY AND TERMINATION OPTION:**

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to TBD, as escrow agent, at \_\_\_\_\_ (address): \$ 500.00 as earnest money and \$ \_\_\_\_\_ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ n/a to escrow agent within n/a days after the Effective Date of this contract.
  - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
  - (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
  - (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**6. TITLE POLICY AND SURVEY:**

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by \_\_\_\_\_ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
  - (2) The standard printed exception for standby fees, taxes and assessments.
  - (3) Liens created as part of the financing described in Paragraph 3.
  - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
  - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
  - (6) The standard printed exception as to marital rights.
  - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
  - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☒ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

Initialed for identification by Buyer BM and Seller \_\_\_\_\_



C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☒ (1) Within 7 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within \_\_\_\_\_ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

**If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.**

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district ☐ providing water, sewer, drainage, or flood control facilities and services,

Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

## 7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):  
(Check one box only)
  - ☐ (1) Buyer has received the Notice.
  - ☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
  - ☒ (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.  
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ \_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Buyer is a licensed Broker
- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before March 18, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

**10. POSSESSION:**

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
  - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

**11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

**12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
    - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
    - (b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
  - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the

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amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
  - A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
  - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
  - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
  - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
  - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Contract Concerning 320 W Hackberry Lane, Anna, Texas 75409 Page 8 of 11 11-08-2021  
(Address of Property)

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: Buddy Minett

To Seller at: Mary Joyce Risner Compton

Estate Of Wanda Jean Risner Burk Etal

Phone: (972)679-9488

Phone: (469)525-0087

E-mail/Fax: buddy@specialtyland.com

E-mail/Fax: travis@lrecg.com

E-mail/Fax: matthew@specialtyland.com

E-mail/Fax: \_\_\_\_\_

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- |                                                                                                                 |                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Third Party Financing Addendum                                                         | <input type="checkbox"/> Seller's Temporary Residential Lease                                                                                        |
| <input type="checkbox"/> Seller Financing Addendum                                                              | <input type="checkbox"/> Short Sale Addendum                                                                                                         |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway                                                     |
| <input type="checkbox"/> Buyer's Temporary Residential Lease                                                    | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Loan Assumption Addendum                                                               | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area                                                                  |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer                                           | <input type="checkbox"/> Addendum Regarding Residential Leases                                                                                       |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <input type="checkbox"/> Addendum Regarding Fixture Leases                                                                                           |
| <input type="checkbox"/> Addendum for "Back-Up" Contract                                                        | <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment                                             |
| <input type="checkbox"/> Addendum for Coastal Area Property                                                     | <input type="checkbox"/> Other (list): _____                                                                                                         |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing                                           | _____                                                                                                                                                |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal                       | _____                                                                                                                                                |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum       |                                                                                                                                                      |

- 23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: \_\_\_\_\_

Seller's Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Initialed for identification by Buyer [BM] and Seller \_\_\_\_\_

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Contract Concerning 320 W Hackberry Lane, Anna, Texas 75409 Page 9 of 11 11-08-2021  
(Address of Property)

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

AuthentiSIGN  
*Buddy Minett* 02/17/2022  
2/17/2022 10:56:03 AM GMT  
Buyer Specialty Land Services or Assigns

Seller Mary Joyce Risner Compton & Estate Of Wanda

Buyer \_\_\_\_\_

Seller \_\_\_\_\_



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-16. This form replaces TREC NO. 20-15.

TREC NO. 20-16

**BROKER INFORMATION**

(Print name(s) only. Do not sign)

**Specialty Land Services LLC****9008089**

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☒

Buyer only as Buyer's agent

represents

☐

Seller and Buyer as an intermediary

☐

Seller as Listing Broker's subagent

☐

Seller only as Seller's agent

**Matthew Hutto****735321**

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

**matthew@specialtyland.com****(903)714-4018**

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

**Buddy Minett****522235**

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

**1341 S. Preston Rd.****(972)679-9488**

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

**Celina****TX****75009**

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (\_\_\_\_\_). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

**OPTION FEE RECEIPT**Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Date \_\_\_\_\_

**EARNEST MONEY RECEIPT**Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**ADDITIONAL EARNEST MONEY RECEIPT**Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

## ASSIGNMENT OF PROPERTY CONTRACT

THIS ASSIGNMENT OF PURCHASE AND SALE CONTRACT (this "Assignment") is executed by and between **Specialty Land Services LLC** ("Assignor"), and **The City of Anna, TX** ("Assignee(s)").

### RECITALS:

A. **Mary Joyce Risner Compton & Estate Of Wanda Jean Risner Burk Etal** as seller(s), and Assignor, as buyer, entered into that certain Contract dated February 22, 2022, (hereinafter referred to as the "Contract"), for the sale and purchase **ABS A0071 HENRY BRANTLEY SURVEY, TRACT 28, Collin County, Texas, a.k.a 320 W Hackberry Lane.** (as more particularly described in the Contract, the "Property"). The sale and purchase of the Property shall hereinafter be referred to as the "Transaction."

B. Assignor desires to assign its interest under the Contract to Assignee, and Assignee desires to accept such assignment and assume Assignor's interest in the Contract as hereinafter provided.

C. Assignor and/or its agents and affiliates have acted for the benefit of Assignee and have incurred certain expenses under the Contract.

D. There exists no impediment to the assignment of Assignor's interest in the Contract under the terms of the Contract.

NOW, THEREFORE, in consideration of the Recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

This Assignment is made pursuant to the following terms and conditions:

1. Independent Examination of Contract. Assignee hereby acknowledges that it is thoroughly familiar with all terms and provisions of the Contract and accepts the same.

2. Reimbursement of Assignor for Certain Costs. \$500.00 Earnest Money to be reimbursed at closing.

3. Performance by Assignee. Assignor hereby sells, assigns, transfers and conveys all of its right, title, and interest in and to the Contract to Assignee, its successors and assigns, and authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Contract and to demand and receive the Deed Without Warranty covenanted to be given in the Contract in the same manner and with the same effect as Assignor could have done had this Assignment not been made. Assignee hereby assumes all of Assignor's obligations, duties and liabilities under the Contract.

4. Counterparts. This Assignment may be executed in more than one counterpart with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. This Assignment may be executed, and will be effective, with signatures transmitted by facsimile.

5. Indemnity of Assignor. Assignee hereby accepts the assignment of rights provided for herein without recourse on Assignor, and Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, and expense (including, but not limited to, attorneys' fees, litigation expenses and court costs) in connection with or pursuant to the Contract or this Assignment.

EXECUTED effective as of the 18th day of April 2022.

ASSIGNOR:

ASSIGNEE(s):

 **Buddy Minett**  
4/18/2022 8:01:15 PM GMT

Specialty Land Services LLC

City of Anna, TX

**CITY OF ANNA, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE SALE AGREEMENT AND CLOSING DOCUMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 320 HACKBERRY DRIVE, ANNA, TEXAS 75409; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, THE City of Anna Capital Improvement Plan includes proposed improvements to Hackberry Drive from State Highway 5 to Bamborough Drive; and,

**WHEREAS**, the City of Anna is seeking to purchase a portion of real property located at 320 Hackberry Drive for use as public right-of-way; and,

**WHEREAS**, the property owner of 320 Hackberry Drive is seeking to sell the entirety of the property; and,

**WHEREAS**, the City has determined it to be in the public interest for the City to purchase the entire property located at 320 Hackberry Drive; and,

**WHEREAS**, the City Attorney shall review and approve all agreements and contracts for the purchase of 320 Hackberry Drive prior to execution by the City Manager; and,

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

**Section 1. Recitals Incorporated**

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

**Section 2. Authorization of Agreement and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a purchase sale agreement and closing documents for the purchase of 320 Hackberry Drive in the amount of \$39,000 plus closing costs.

That funding for the purchase shall come from Roadway Impact Fees.

**PASSED AND APPROVED** by the City Council of the City of Anna, Texas on this \_\_\_\_ day of April 2022.

ATTEST:

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City Secretary, Carrie Land

APPROVED:

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Mayor, Nate Pike





Item No. 8.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022  
Staff Contact:

**AGENDA ITEM:**  
**Closed Session (Exceptions).**

**SUMMARY:**

**FINANCIAL IMPACT:**

**STRATEGIC CONNECTIONS:**

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

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

**APPROVALS:**

Karen Avery, Deputy City Secretary  
Jim Proce, City Manager

Created/Initiated - 4/20/2022  
Final Approval - 4/20/2022



Item No. 9.

City Council Agenda  
Staff Report

Meeting Date: 4/26/2022

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:**

Karen Avery, Deputy City Secretary  
Jim Proce, City Manager

Created/Initiated - 4/20/2022  
Final Approval - 4/20/2022