

AGENDA

City Council Meeting



Tuesday, May 10, 2022 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on May 10, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

At this time, any person may address the City Council regarding an item on this meeting Agenda that is not scheduled for public hearing. Also, at this time, any person may address the City Council regarding an item that is not on this meeting Agenda. Each person will be allowed up to three (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. Presentation of Certificates of Election and administer Oaths of Office. (City Secretary Carrie Land)

- b. Recognition of outgoing Council Member Josh Vollmer. (City Manager Jim Proce)
 - c. Proclamation Declaring May as National Building Safety Month.
 - d. Proclamation Declaring May 9 – May 13, 2022, Economic Development Week.
 - e. Proclamation Declaring May 15 – May 21, 2022, APWA National Public Works Week.
 - f. Recognition of Mayor Pike for appointment to the Regional Transportation Council. (City Manager Jim Proce)
 - g. Council Debriefing on the North Texas Municipal Water District Tour
5. **Work Session.**
- a. Update on Municipal Complex. (Director of Public Works Greg Peters, P.E.)
6. **Consent Items.**
- These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council Member making such request prior to a motion and vote on the Consent Items.*
- a. Approve City Council Meeting Minutes for April 26, 2022, Meeting. (City Secretary Carrie Land)
 - b. Review Minutes of the April 4, 2022, Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)
 - c. Review Minutes of the January 4, 2022, February 1, 2022, and March 1, 2022, Diversity and Inclusion Advisory Commission meetings. (Management Analyst Kimberly Winarski)
 - d. Approve a Resolution regarding the Cedar Meadow RV Park Addition, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
 - e. Approve a Resolution regarding the City of Anna Water Storage Tank Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
 - f. Approve a Resolution regarding the Coyote Meadows, Phase 1B, Final Plat. (Director of Development Services Ross Altobelli)
 - g. Approve a Resolution regarding the Affi Addition, Block A, Lot 2R, Preliminary Replat. (Director of Development Services Ross Altobelli)
 - h. Approve a Resolution regarding the Anacapri, Phases 2, 3, & 4, Preliminary Plat. (Director of Development Services Ross Altobelli)
 - i. Approve a Resolution regarding the Chambers Grove, Preliminary Plat. (Director of Development Services Ross Altobelli)
 - j. Approve a Resolution regarding the Crystal Park, Phase 1, Preliminary Plat. (Director of Development Services Ross Altobelli)
 - k. Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Revised Site Plan. (Director of Development Services Ross Altobelli)
 - l. Approve a Resolution amending the City of Anna Public Improvement District Policy. (Director of Economic Development Joey Grisham)
 - m. Acting as the Anna Public Facility Corporation ("APFC") Board of Directors, approve: (a) Memorandum of Understanding with Palladium USA, Inc., for the East Foster Crossing Project; (b) resolutions approving the formation of entities--along with corresponding LLC agreements-- to serve in the following capacities

in connection with the East Foster Crossing financing: (i) ground lessor, (ii) co-developer and (iii) general contractor; (c) a resolution authorizing the transfer and assignment of Palladium East Foster Crossing GP, LLC, as general partner of Palladium East Foster Crossing, Ltd; and (d) an Amended and Restated Limited Liability Company Agreement of Palladium East Foster Crossing GP, LLC. (Director of Economic Development Joey Grisham)

- n. Acting as the Anna Public Facility Corporation Board of Directors ("APFC"), approve and ratify the execution by the APFC President of that certain letter agreement between APFC and Hilltop Securities, Inc., dated May 4, 2022. (Director of Economic Development Joey Grisham)
- o. Approve a Resolution authorizing the City Manager to release portions of existing easements for temporary sanitary sewer and drainage utilities which are no longer necessary in the Anna Crossing Phase 1C Subdivision. (Director of Public Works Greg Peters, P.E.)
- p. Approve a Resolution Establishing the Project Charter for the Anna Public Library project. (Director of Public Works Greg Peters, P.E.)
- q. Approve a Resolution authorizing the City Manager to execute a professional services agreement with Project Advocates for the Anna Community Library project. (Director of Public Works Greg Peters, P.E.)
- r. Approve a Resolution authorizing the City Manager to execute a professional services agreement with 720 Design for the Anna Community Library project. (Director of Public Works Greg Peters, P.E.)
- s. Approve a Resolution consenting to the addition of 23.130 acres of land to Blue Meadow Municipal Utility District No. 1 of Collin County.

7. Items For Individual Consideration.

- a. Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance approving an amendment to the Comprehensive Plan for updates to the Master Thoroughfare Plan for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- b. Consider/Discuss/Action the appointment of a neighbor residing in the Extraterritorial Jurisdiction of the City of Anna to the Capital Improvement Advisory Council as required by State Law for the review and consideration of proposed amendments to the City of Anna 10-year Capital Improvement Plan and Impact Fees. (Director of Public Works Greg Peters, P.E.)
- c. Consider/Discuss/Action approving a Resolution appointing a Greater Texoma Utility Authority (GTUA) Board Member to Place 8. (Interview Committee)
- d. Consider/Discuss/Action on appointments to the Planning and Zoning Commission (Interview Committee)
- e. Consider/Discuss/Action on appointments to the Board of Adjustments. (Interview Committee)
- f. Consider/Discuss/Action on appointments to the EDC/CDC Boards. (Interview Committee)
- g. Consider/Discuss/Action on appointments to the Parks Advisory Board. (Interview Committee)
- h. Consider/Discuss/Action on appointments to the Diversity and Inclusion Advisory Commission. (Interview Committee)
- i. Consider/Discuss/Action on a Resolution regarding the Pruitt's Place, Block A,

Lots 1 & 2, Minor Plat. (Director of Development Services Ross Altobelli)

- j. Consider/Discussion/Action on a Resolution entering into a development agreement with Cross Point Church Anna to establish timelines and development and design regulations for a self-storage, min-warehouse development on 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street. (Director of Development Services Ross Altobelli)
- k. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.9± acres generally 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)
- l. Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- m. 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)

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

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 May 7, 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: 5/10/2022

Staff Contact:

AGENDA ITEM:

Presentation of Certificates of Election and administer Oaths of Office. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/5/2022
Final Approval - 5/5/2022



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Jim Proce

AGENDA ITEM:

Recognition of outgoing Council Member Josh Vollmer. (City Manager Jim Proce)

SUMMARY:

Traditionally, when City Council members have finished serving the City Council, the Mayor and City Council have typically recognized the out-going Council member at their last official meeting.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

No Action

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/5/2022
Final Approval - 5/5/2022



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Proclamation Declaring May as National Building Safety Month.

SUMMARY:

Building Safety Month is an international campaign that takes place in May to raise awareness about building safety. This campaign reinforces the need for the adoption of modern, regularly updated building codes, and helps individuals, families and businesses understand what it takes to create safe and sustainable structures.

Each week during Building Safety Month the Building Department will be educating our neighbors about how building codes keep us safe. There will also be building themed activities for our young neighbors that will earn them fun prizes.

For additional information, please visit the City of Anna [Building Department webpage](#)

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Proclamation Building Safety Month - May 2022
2. Building Safety Month

APPROVALS:

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

Created/Initiated - 5/5/2022
Final Approval - 5/5/2022

City of Anna, Texas

Proclamation



Building Safety Month — May 2022

City of Anna, Texas

Whereas, The City of Anna is committed to recognizing the importance of the safety in building homes, buildings, and infrastructure within the City, and;

Whereas, This is achieved through the dedication of all the staff who play a role in this process by implementing the highest-quality of codes to protect these structures where we live, learn, work, and play, and;

Whereas, Safety for All: Building Codes in Action, the theme for Building Safety Month encourages us all to raise awareness about planning for safe and sustainable construction, understanding disaster mitigation, and energy conservation, and;

Whereas, These modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials – who assure us of safe, energy efficient and livable buildings that are essential to America's prosperity.

Now, Therefore, I, Nate Pike, Mayor of the City of Anna, do hereby proclaim the month of May 2022 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

In witness, whereof I have hereunto set my hand this day of May 10, 2022 and called this seal to be affixed.

Nate Pike, Mayor





Building Safety Month – May 2022
FACT SHEET

Sponsored by the International Code Council

PURPOSE

Building Safety Month is an international campaign that takes place in May to raise awareness about building safety. This campaign reinforces the need for the adoption of modern, regularly updated building codes, and helps individuals, families and businesses understand what it takes to create safe and sustainable structures.

HISTORY

For the last 42 years, ICC has celebrated advances in constructing safe, sustainable, affordable, and resilient buildings and homes. The ongoing support of Building Safety Month and the important role code officials play in public safety in the built environment has come from U.S. presidents, governors, mayors, county executives, other government officials and construction industry professionals.

BUILDING SAFETY MONTH TOPICS

Week 1: Energy and Innovation

Creating a resilient nation requires diligent planning and innovation thinking. Resilience starts with strong, regularly updated, and properly implemented building codes.

Week 2: Building Safety Careers

Code officials provide an important service to our community by ensuring that the buildings where we live, work, and play are safe and resilient.

Week 3: Disaster Preparedness

Building codes address structural integrity, lighting, ventilation, safe egress, construction materials as well as fire resistance. They specify the minimum requirement to safeguard the health, safety, and general welfare of building occupants.

Week 4: Water Safety

Many water challenges are faced today due to high demand and quality issues. The International Code Council is dedicated to helping solve these problems through strong, modern, building codes.

CITY OF ANNA BUILDING SAFETY MONTH ACTIVITIES

Each week during Building Safety Month, the City of Anna Building Division will provide activities to the community on Facebook and the City website for young neighbors to participate in and earn building related prizes.



Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022

Staff Contact:

AGENDA ITEM:

Proclamation Declaring May 9 – May 13, 2022, Economic Development Week.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2022 Economic Development Week Proclamation

APPROVALS:

Kimberly Garduno, Economic Development Coordinator
Jim Proce, City Manager

Created/Initiated - 5/5/2022
Final Approval - 5/5/2022

City of Anna, Texas
Proclamation

ECONOMIC DEVELOPMENT WEEK
MAY 9 – 13, 2022

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, the Anna EDC and CDC Board and Staff work hard to carry out the City of Anna Strategic Plan and Economic Development Plan to attract new investment and development and support the local business community.

Now, Therefore, I, Nate Pike, Mayor of the City of Anna, do recognize the week of May 9 through May 13, 2022, as

“National Economic Development Week”

in the City of Anna and remind individuals of the importance of this community celebration which supports expanding career opportunities and improving quality of life.

*In witness, whereof I have hereunto set my hand this
10th day of May 2022 and called this seal to be affixed.*

Nate Pike, Mayor



Item No. 4.e.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Proclamation Declaring May 15 – May 21, 2022, APWA National Public Works Week.

SUMMARY:

This item is to bring attention to 2022 National Public Works Week for the week of May 15-21, 2022.

The American Public Works Association selected the theme "Ready & Resilient" for the 2022 National Public Works Week poster. Public works professionals are always ready to serve their communities and resilient as ever in their ability to pick themselves up off the ground after encountering challenges.

The "Ready & Resilient" theme highlights the ability of these professionals to perform regular public works duties and be ready at a moment's notice to react as first responders during natural disasters and overcome trials seen in the field.

Public works superheroes help keep communities strong by providing an infrastructure of services in transportation, water, wastewater and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. APWA Poster - Public Works Week
2. APWA Public Works Week Proclamation

APPROVALS:

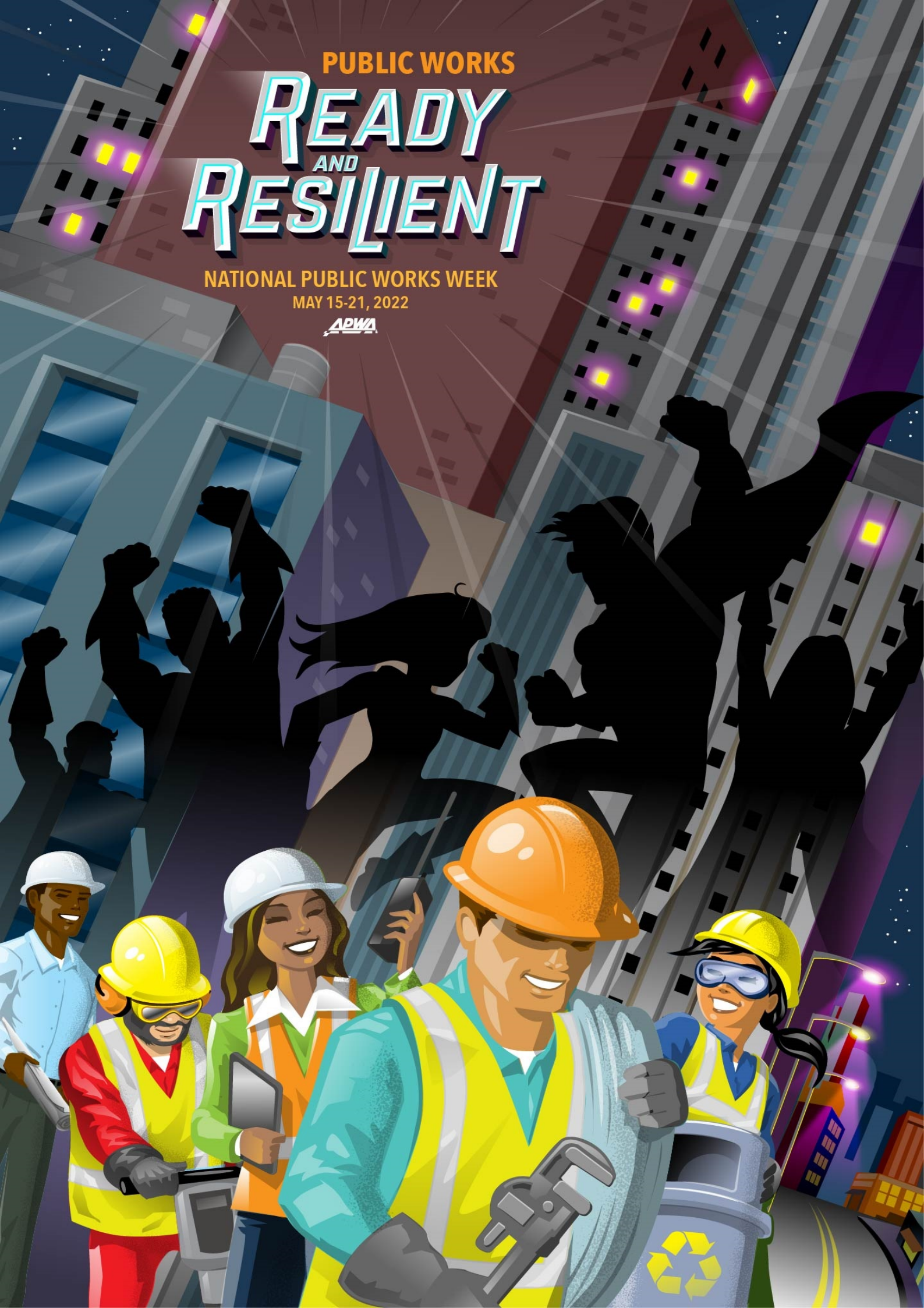
Jim Proce, City Manager
Jim Proce, City Manager

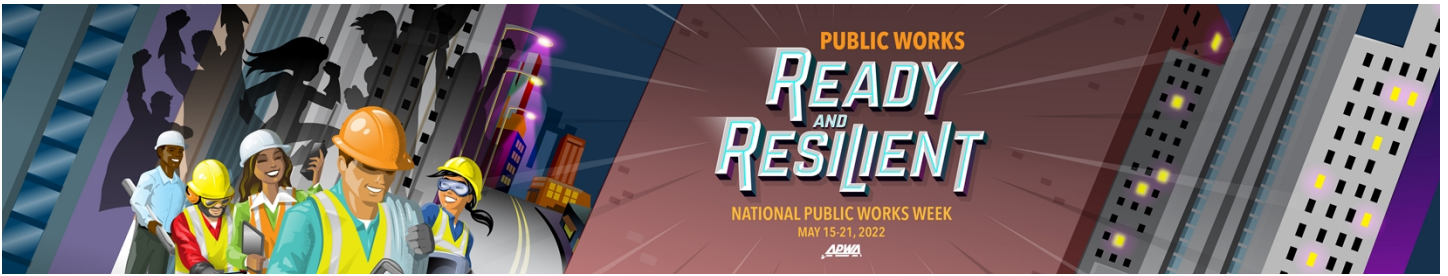
Created/Initiated - 5/5/2022
Final Approval - 5/5/2022

PUBLIC WORKS
**READY
AND
RESILIENT**

NATIONAL PUBLIC WORKS WEEK

MAY 15-21, 2022





National Public Works Week Proclamation

May 15–21, 2022

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Anna, Texas; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Anna, Texas to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association; be it now,

RESOLVED, I, Mayor Nate Pike, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the City of Anna, Texas this 10th day of May, 2022.

Mayor, Nate Pike



Item No. 4.f.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Recognition of Mayor Pike for appointment to the Regional Transportation Council. (City Manager Jim Proce)

SUMMARY:

City of McKinney, George Fuller, Mayor, City of McKinney and Nate Pike, Mayor, City of Anna have been reappointed to serve as the Regional Transportation Council (RTC) primary and alternate members, respectively. The new two-year terms begin in July. The RTC is the group that oversees transportation dollars distributed through the NCTCOG throughout North Texas. Representation on this board is good for Anna and keeps us on the forefront of these activities when it comes to funding for regional transportation projects. Congratulations are in order for Mayor Pike for this appointment.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

For information only

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/6/2022
Final Approval - 5/6/2022



Item No. 4.g.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Council Debriefing on the North Texas Municipal Water District Tour

SUMMARY:

On May 6, 2022, Councilmembers Carver and Cain, along with the City Manager, Jim Proce, Assistant Public Works Director, Steven Smith, and Communications Manager, Frances La Rue, visited the North Texas Municipal Water District plant in Wylie. NTMWD provided a tour of their operations, provided several presentations and demonstrations and answered numerous questions for the participants from a dozen North Texas communities.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Information only

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 5/6/2022
Final Approval - 5/6/2022



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Update on Municipal Complex. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Staff will update City Council on the progress of the Municipal Complex.

FINANCIAL IMPACT:

Not Applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

No action required

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 5/5/2022
Final Approval - 5/5/2022



Item No. 6.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
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 - 5/3/2022
Final Approval - 5/3/2022



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for April 26, 2022, Meeting. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. DRAFTccmin20220426

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/5/2022
Final Approval - 5/6/2022



Regular City Council Meeting Meeting Minutes

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 met at 6:30 PM, on April 26, 2022, at Sue Rattan Elementary School located at 1221 S. Ferguson Parkway, 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.

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

3. Neighbor Comments.

Elden Baker expressed that it was an honor to serve on the Anna Public Library Engagement (APLE) Task Force and looks forward to the project before them.

4. Reports.

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

Fire Chief Ray Isom presented a brief overview of the new Division Chief's assignments and responsibilities, along with strategic plan items for the Fire Department. Following the overview, Chief Isom introduced Division Chief of EMS and Training Thomas Brown.

- 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)

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 practice.

ICMA Credentialed Managers are viewed with growing distinction by local governing bodies and progressive, civically engaged communities worldwide. 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.

On behalf of the City Council, Mayor Pike recognized City Manager Jim Proce for achieving the Master Certificate in High Performance Leadership through the International City Management Association (ICMA), Professional Development Academy.

- 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)

Police Chief Habel recognized police canine "Ninja" (and his handler Police Officer Cory Goodman) for his service of nearly nine years. Ninja will have a retirement celebration as part of the police awards ceremony that is scheduled to occur in May during National Police Week.

5. **Work Session.**

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

City Manager Proce provided a brief PowerPoint presentation on the mid-year budget amendment, future departmental needs, and recent information on property appraiser valuations with regard to FY22/23 budget and responded to Council Members' questions.

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

Management Analyst Winarski provided a PowerPoint presentation on the National Community Survey and how the City of Anna compared to other communities across the country and is statistically valid.

- 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)

Director of Public Works Peters presented a PowerPoint presentation of the draft Project Charter for the Anna Public Library (approved by the Anna neighbors in a Bond Election to provide \$22,000,000 in funds for the construction of a new public library) and provided a timeline for the project.

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 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.

The following APLE Task Force members provided their perspective on the process, public engagement, and results; and thanked the City Council for the opportunity to serve on the Task Force:

- **Brad Duncan, Anna ISD Assistant Superintendent of District Operations;** and **on behalf of Alfredo Fernandez, Diversity & Inclusion Board Member**, Superintendent Duncan read a letter provided by Member Fernandez as he was unable to attend the meeting due to his work schedule;
- **Kelly Herndon-Patterson**, Friends of the Anna Community Library Board Member; and
- **Alexa Swanpool**, Friends of the Anna Community Library Board Member

6. **Consent Items.**

Consent Agenda Items 6.e and 6.i. were removed.

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

- 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)

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 a 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 valued-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.

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.

MOTION: Council Member Miller moved to amend the original item to remove the 1.0 FTE Project Manager (Public Works). Council Member Ussery seconded. Motion carried 4-3. Council Members Toten, Vollmer, and Atchley opposed.

- 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)

MOTION: Council Member Vollmer moved to deny. Council Member Toten seconded. Motion carried 4-3. Council Members Carver, Miller, and Atchley opposed.

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)

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.

Mayor Pike opened the Public Hearing at 8:28 PM.

Director of Development Services Altobelli presented a PowerPoint presentation and responded to Council Members' questions.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 8:30 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: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 7-0.

- b. Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Concept Plan. (Director of Development Services Ross Altobelli).

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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, CONCEPT PLAN

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

- c. Consider/Discuss/Action on a Resolution regarding the Anna Town Center, Block A, Lot 5R, Preliminary Replat. (Director of Development Services Ross Altobelli)

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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, PRELIMINARY REPLAT.

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

- 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)

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 Anna 2050 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.

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.

Mayor Pike opened the Public Hearing at 8:34 PM.

Director of Development Services Altobelli presented a PowerPoint presentation and responded to Council Members' questions.

There were no comments from the public.

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 table the item to Tuesday, May 10, 2022, at 6:30 PM, at the Anna ISD Board Room, 207 E. 7th Street, Anna, Texas, 75409. Council Member Miller seconded. Motion carried 5-2. Mayor Pike and Council Member Vollmer opposed.

- e. Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

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.

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.

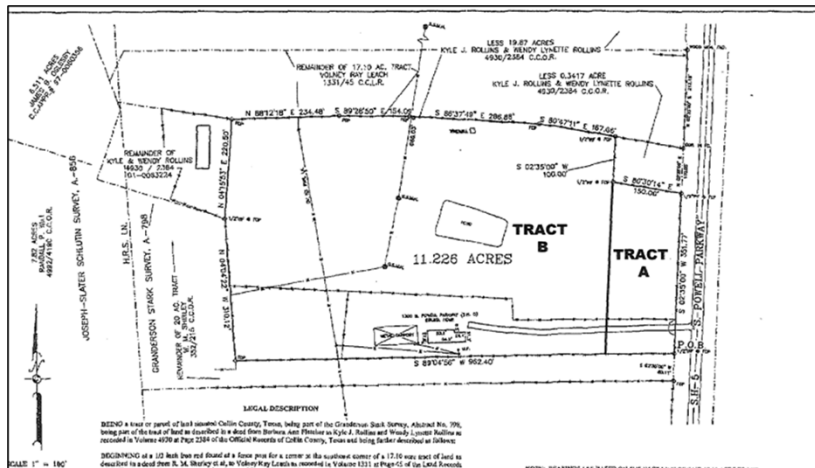
A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT

PLAN FOR BLACKLOCK STORAGE, BLOCK A, LOT 1.

MOTION: Council Member Miller moved to take no action on Item 7.e. Council Member Totten seconded. Motion carried 7—0.

- 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)

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.

Mayor Pike opened the Public Hearing at 8:55 PM.

Director of Development Services Altobelli presented a PowerPoint presentation and responded to Council Members' questions.

There were no comments from the public.

Mayor Pike closed the Public Hearing at 8:59 PM.

Developer Alvin Johnson addressed the City Council and responded to Council Members' questions.

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 Atchley moved to approve. Council Member Vollmer seconded. Motion carried 7-0.

- g. Consider/Discuss/Action on a Resolution regarding Dreamville Anna, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR DREAMVILLE ANNA, BLOCK A, LOT 1.

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

- 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)

The applicant has requested City Council table the public hearing request until a future meeting date.

Recommend the City Council accept the Applicant's request to table the Public Hearing to a future meeting date.

Mayor Pike opened the Public Hearing at 9:01 PM.

Director of Development Services Altobelli addressed the City Council and responded to Council Members' questions.

There were no comments from the public.

Mayor Pike moved to table the item to Tuesday, May 10, 2022, at 6:30 PM, at the Anna ISD Board Room, 207 E. 7th Street, Anna, Texas, 75409. Council Member Miller seconded. Motion carried 7-0.

- i. Consider/Discuss/Action on a Resolution accepting the FY 2021 Audit Report. (Finance Director Alan Guard)

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.

Sara Dempsey, CPA, Partner, Weaver and Tidwell, L.L.P., presented a PowerPoint presentation and, along with Finance Director Guard, responded to Council Members' questions.

A RESOLUTION ACCEPTING THE FISCAL YEAR 2021 FINANCIAL AUDIT OF THE CITY OF ANNA.

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

- 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.)

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.

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.

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

- 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.)

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.

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.

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

- I. 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.)

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.

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.

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

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

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). *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

MOTION: Council Meeting Carver moved to enter Closed Session. Mayor Pike seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 9:29 PM.

Mayor Pike reconvened the meeting at 10:31 PM.

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

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

10. **Adjourn.**

Mayor Pike adjourned the meeting at 10:31 PM.

Approved on May 10, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review Minutes of the April 4, 2022, Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)

SUMMARY:

Approved minutes from the April 4, 2022 Planning & Zoning Commission meeting.

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:

N/A

ATTACHMENTS:

1. 04-04-2022 PZ Minutes (Signed)

APPROVALS:

Salena Tittle, Planner II
Jim Proce, City Manager

Created/Initiated - 5/3/2022
Final Approval - 5/3/2022

MINUTES PLANNING AND ZONING COMMISSION April 4, 2022

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on April 4, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, to consider the following items.

1. Call to Order and Establishment of Quorum

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

Commissioners present were Brent Thomas, Latoya Grady, Kelly Patterson-Herndon, Dennis Ogan, and Paul Wenzel. Commissioner Donald Henke and Commissioner Nick Rubits were absent. Staff present was Lauren Mecke and Salena Tittle. Councilman Toten was also in attendance.

2. Invocation and Pledge of Allegiance

Vice Chairman Thomas gave the invocation and led the Pledge of Allegiance.

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

Councilman Kevin Toten, residing at 2800 Pecan Grove Drive, addressed the Commission and the audience to advise everyone that each speaker gets a total of three minutes to address the room and that there should be no conversating back and forth between the Commissioners and the audience.

4. Location Map

Consent Items

A motion was made by Commissioner Grady, seconded by Commissioner Patterson-Herndon to recommend approval of consent items 5-11. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the March 7, 2022 Planning & Zoning Commission Meeting.

6. Consider/Discuss/Action on the Development Plat, Martinez Manor, Block A, Lot 1. Applicant: Christian Martinez.

7. Consider/Discuss/Action on the Final Plat, Anna Ranch, Phase 1B. Applicant: Gehan Homes, Ltd.

8. Consider/Discuss/Action on the Final Plat, Coyote Meadows, Phase 1A. Applicant: Scot Albert / TFCC Coyote LLC (Starlight Homes).

9. Consider/Discuss/Action on the Preliminary Plat, Anacapri, Phase 2, 3, & 4. Applicant: Megatel Homes, LLC.

10. Consider/Discuss/Action on the Preliminary Plat, Arden Park. Applicant: Harlow Sheryl Family Trust, Colby Harlow Trustee – Harlow Capitol Management, LLC.

11. Consider/Discuss/Action on the Preliminary Plat, Canvas at Anna, Block A, Lot 1. Applicant: Ramesh Yenamaddi.

Items for Individual Consideration

12. Conduct a Public Hearing/Consider/Discuss/Action on a request to amend existing multiple-family residence development standards on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street. Applicant: Anna Town Square Partners I, LLC.

Ms. Mecke gave a brief presentation and advised the Commission the applicant requests to table the item and hold the Public Hearing open to the May 2, 2022, Planning & Zoning Commission Meeting.

Vice Chairman Thomas asked for clarification on whether to open the Public Hearing or hold the Public Hearing open from the previous Planning & Zoning Commission Meeting.

City Attorney, Clark McCoy, advised the Commission that they will need to open the Public Hearing and hold it open to the May 2, 2022, Planning & Zoning Commission Meeting and advise, on the record, the address of the location where the meeting will be held.

The Public Hearing was opened at 7:09 p.m.

Vice Chairman Thomas asked for a motion to hold the Public Hearing open to the May 2, 2022, Planning & Zoning Commission Meeting and provided the Anna ISD Board Room address of 201 E. 7th Street.

A motion was made by Commissioner Ogan, seconded by Commissioner Patterson-Herndon to recommend the Public Hearing be tabled and held open to the May 2, 2022, Planning & Zoning Commission Meeting. The vote was unanimous.

Ms. Mecke advised the Commission that she was just informed that there will be an election held on May 2, 2022, in the Anna ISD Board Room which meant the Planning & Zoning Commission Meeting will likely be held at Sue E Rattan Elementary School located at 1221 S Ferguson Parkway.

Vice Chairman Thomas asked for a motion to reconsider the location of the May 2, 2022, Planning & Zoning Commission Meeting to Sue E Rattan Elementary School located at 1221 S Ferguson Parkway.

Vice Chairman asked a member of the audience why they were seeking recognition.

Mr. Glen Brown, residing at 2109 Adriana Drive, addressed the Commission regarding his concerns about misinformation that staff is giving. He provided an example about the location of this agenda item changing after staff had already given the Anna ISD Board Room location.

A motion was made by Commissioner Grady, seconded by Commissioner Patterson-Herndon to recommend the Public Hearing be tabled and held open to the May 2, 2022, Planning & Zoning Commission Meeting where the meeting will be held at 1221 S Ferguson Parkway. The vote was unanimous.

For the minutes record, staff received two comment cards at the beginning of the meeting, both were in opposition and chose not to speak during the Public Hearing. Ms. Anastasia Ward and Saied Aboul Dalab, both residing at 1212 Sharp Street, advised in their comment cards that they were opposed to the zoning case due to the fact that they do not want an apartment complex at the entry of Anna Town Square, they do not want parking allowed along Sharp Street, a reduction in landscaping, reduction in green space, nor do they want a reduction in parking spaces.

13. A) Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5 from SF-E Single-Family Residential – Large Lot to Planned Development-MF-1 Multiple-Family Residential Medium Density with modified development standards. Applicant: Anna 1340 Holdings, LLC.

Ms. Tittle gave a brief presentation.

Commissioner Ogan asked what the total proposed parking will be for one-bedroom versus the two-bedroom units.

Ms. Tittle provided the information per the Concept Plan.

Commissioner Grady asked staff for clarification on the parking count for each unit.

Ms. Tittle advised.

Commissioner Patterson-Herndon asked how the applicant was proposing to handle the parking for one space for the one-bedroom units when most have two vehicles.

Ms. Tittle advised that she refer the question to the applicant.

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

Ms. Tana Brown, residing at 2109 Adriana Drive, spoke in opposition to the request and advised that her concerns were the number of apartments coming into the city, the reduction in parking spaces, and the reduction in buffers. She asked for the Commission to really think about these apartment requests and that the applicants are asking for.

The Public Hearing was closed at 7:26 p.m.

Commissioner Wenzel asked for clarification on the ordinance as it pertains to the height of the buildings along with the minimum setback requirement.

Ms. Tittle advised.

Commissioner Grady asked if the applicant was present.

Ms. Tittle advised no.

Commissioner Patterson-Herndon asked if there were any renderings of the proposed that could be shared.

Ms. Tittle advised that the applicant had not provided any.

Commissioner Grady advised that she would like to table the item to the next Planning & Zoning Commission Meeting when the applicant could be present to answer the Commissions questions.

Vice Chairman Thomas re-opened the Public Hearing at 7:30 p.m.

A motion was made by Commissioner Grady, seconded by Commissioner Ogan to recommend the item be tabled and the Public Hearing held open to the May 2, 2022, Planning & Zoning Commission Meeting located at Sue E Rattan Elementary School located at 1221 S Ferguson Parkway. The vote was unanimous.

Ms. Terry Ronning, residing at 2101 Nuehoff Drive, spoke from the audience in opposition to the influx of multifamily residences and the variances that the developers continue to request. She also advised that she would like the city to stay strict on its ordinances that are in place and hold the developers to higher standards.

City Attorney, Clark McCoy, advised the Commission that no one should be allowed to speak unless it is during the public hearing portion of the meeting.

B) Consider/Discuss/Action on the Concept Plan, District Community.

Ms. Tittle advised the Commission that this would be considered a no action item since the zoning case was tabled.

14. A) Conduct a Public Hearing/Consider/Discuss/Action on a 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. Applicant: Brian Bischoff / Q Seminole Anna Town Center, LP.
- Ms. Mecke gave a brief presentation.
- The applicant gave a brief presentation.
- Commissioner Grady asked if the biggest changes made this time around were the masonry materials.
- Staff advised yes.
- Ms. Mecke advised that the applicant has agreed to a Developer's Agreement as it pertains to the building materials and that the Developer's Agreement will be going to City Council for approval.
- The Public Hearing was closed at 7:48 p.m.
- A motion was made by Commissioner Wenzel, seconded by Commissioner Grady to recommend approval of the zoning request with the additional conditions recommended by staff. The vote was unanimous.
- B) Consider/Discuss/Action on the Concept Plan, Anna Town Center, Block A, Lot 5R.
- Ms. Mecke gave a brief presentation.
- A motion was made by Commissioner Wenzel, seconded by Commissioner Ogan to recommend approval of the Concept Plan. The vote was unanimous.
- C) Consider/Discuss/Action on the Preliminary Replat, Anna Town Center, Block A, Lot 5R.
- Ms. Mecke gave a brief presentation.
- A motion was made by Commissioner Ogan, seconded by Commissioner Grady to recommend approval of the Preliminary Replat. The vote was unanimous.
15. A) Conduct a Public Hearing/Consider/Discuss/Action on a 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) with modified development standards for a self-storage; mini-warehouse facility. Applicant: Cross Point Church Anna.
- Ms. Tittle gave a brief presentation.
- The applicant gave a brief presentation.
- Commissioner Patterson-Herndon asked why the applicant wanted to change the fencing to wrought opposed to concrete masonry wall.
- The applicant advised that it has a more inviting feel versus feeling closed off.
- Ms. Mecke addressed the Commission and advised that the property next door, Waterview Apartments, was approved to build a wrought iron fence with masonry columns.
- Mr. Bruce Norwood, residing at 1133 Elizabeth Street, spoke in favor of the request.
- The Public Hearing was closed at 8:06 p.m.

A motion was made by Commissioner Patterson-Herndon to recommend approval of the zoning request. The vote did not obtain a second therefor the motion to approve, failed.

A motion was then made by Commissioner Grady, seconded by Commissioner Ogan to recommend denial of the zoning request. The vote was 4-1 to deny the applicants request with Commissioner Patterson-Herndon voting to approve the zoning request.

B) Consider/Discuss/Action on the Concept Plan, Blacklock Storage, Block A, Lot 1.

Ms. Tittle gave a brief presentation.

A motion was made by Commissioner Wenzel, seconded by Commissioner Grady to recommend denial of the Concept Plan. The vote was 4-1 to deny the Concept Plan with Commissioner Patterson-Herndon voting to approve the Concept Plan.

16.

A) Conduct a Public Hearing/Consider/Discuss/Action on a request to amend existing multiple-family residence development standards on 43.9± acres located on the west side of State Highway 5, 240± feet north of County Road 423. Applicant: Anna Village, LLC.

Ms. Mecke gave a brief presentation.

The applicant gave a brief presentation.

Commissioner Grady asked staff if the city had any existing 4-story approved multifamily residential products.

Ms. Mecke listed a few.

The Public Hearing was closed at 8:16 p.m.

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

B) Consider/Discuss/Action on the Concept Plan, Dreamville Anna.

Ms. Mecke gave a brief presentation.

The applicant gave a brief presentation.

A motion was made by Commissioner Grady, seconded by Commissioner Patterson-Herndon to recommend approval of the Concept Plan. The vote was unanimous.

17.

A) Conduct a Public Hearing/Consider/Discuss/Action on a request 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. Applicant: James E Hager Trust.

Ms. Mecke gave a brief presentation.

The applicant gave a brief presentation.

The Public Hearing was closed at 8:31 p.m.

Commissioner Patterson-Herndon advised that the Public Hearings for Agenda Items 14-17 were all closed but never opened by the Vice Chairman and wanted to know if that was going to affect anything.

City Attorney, Clark McCoy, advised the Commission that once the Agenda Item is read, the Public Hearing is automatically opened.

A motion was made by Commissioner Wenzel, seconded by Commissioner Ogan to recommend denial of the zoning request. The vote was 4-1 to deny the zoning request with Commissioner Patterson-Herndon voting to approve the zoning request.

B) Consider/Discuss/Action on the Concept Plan, Hager Ranch.

Ms. Mecke gave a brief presentation.

A motion was made by Commissioner Wenzel, seconded by Commissioner Ogan to recommend denial of the Concept Plan. The vote was 4-1 to deny the Concept Plan with Commissioner Patterson-Herndon voting to approve the Concept Plan.

Adjourn

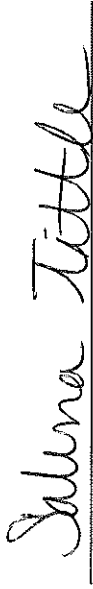
A motion was made by Commissioner Patterson-Herndon, seconded by Commissioner Grady to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:42 p.m.



Donald Henke

Planning and Zoning Commission Chairman

ATTEST:





Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022

Staff Contact:

AGENDA ITEM:

Review Minutes of the January 4, 2022, February 1, 2022, and March 1, 2022, Diversity and Inclusion Advisory Commission meetings. (Management Analyst Kimberly Winarski)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. February 1, 2022 Minutes
2. January 4, 2022 Minutes
3. March 1, 2022 Minutes

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 5/3/2022
Final Approval - 5/3/2022



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 North Powell Parkway

Tuesday, February 1, 2022 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on February 1, 2022, 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.** Quorum not met.
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. Anna Public Library Task Force Update
 - b. Community Events and Programming Subcommittee: Recap of Staff Meeting and Overview of Upcoming Discussions
 - c. Police and Public Safety Subcommittee Meeting: Recap of Chief Meeting
 - d. Upcoming Board Reappointment Process Update
5. **Items For Individual Consideration.**
 - a. Consider/Act/Discuss Thank You Note for Inclusivity Improvements
 - b. February Conversation Starter
 - c. Consider/Act/Discuss Approval of the November 2, 2021 Diversity and Inclusion Advisory Commission Meeting
 - d. Consider/Act/Discuss Approval of the December 7, 2021 Diversity and Inclusion Advisory Commission Meeting
 - e. Consider/Act/Discuss Approval of the January 4, 2022 Diversity and Inclusion Advisory Commission Meeting
6. **Adjourn.**

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.



Roxxanne Aragon
D&I Commission Chair



Kimberly Winarski
Staff Liaison

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.



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N Powell Parkway, Anna, TX 75409

Tuesday, January 4, 2022 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on January 4, 2022, 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.** Quorum not met.
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. City Development and Engagement Opportunity: Community Built Here.
 - b. Subcommittee Reports.
 - c. Anna Public Library Engagement (APLE) Task Force Update.
 - d. February Juneteenth Discussion.
5. **Items For Individual Consideration.**
 - a. Conversation Starters Overview.
 - b. Consider/Act/Discuss Approval of Thank You Note for Neighbor's Suggestions to Improve Accessibility at Johnson Park.
 - c. Consider/Act/Discuss Approval of the November 2, 2021 Diversity and Inclusion Advisory Commission Meeting Minutes.
 - d. Consider/Act/Discuss Approval of the December 7, 2021 Diversity and Inclusion Advisory Commission Meeting Minutes.
6. **Adjourn.**

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.

Roxxanne Aragon
D&I Commission Chair

Kimberly Winarski
Staff Liaison



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N Powell Parkway, Anna, TX 75409

Tuesday, March 1, 2022 @ 6:30 PM

1. **Call to Order, Roll Call, and Establishment of Quorum.** The meeting was called to order at 6:32 pm. Members present: Dyanne Lockridge, Alfredo Fernandez, Alycia Green, Roxxanne Aragon, Gina Maria Ottavio, and Kimberly Jones. Members absent: Pete Cain, Sinisa Slavnic, Rose Williams, Blair Benjamin, and Maria Ervin.
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. **Anna Public Library Task Force Update**
Alfredo updated the board that the community input sessions were ongoing, with the last one wrapping up March 1st. So far they'd had a lot of engagement and input at the meetings. In the future, there will be a survey online for the public to provide further input.
 - b. **Community Events and Programming Subcommittee: Recap of Staff Meeting and Overview of Upcoming Discussions**
The subcommittee met with Neighborhood Services, Recreation, and Communications about a potential Juneteenth event and inviting the community to share ideas about the kinds of cultural events they'd like to see in the future.
 - c. **Police and Public Safety Subcommittee Meeting: Recap of Chief Meeting**
The subcommittee met with Chief Habel and discussed the demographics of the police department, increasing focus on mental health, rises in domestic violence cases during the pandemic, new PD resources, upcoming coffee with a cop outreach, ride-alongs, and the explorer program.
 - d. **Upcoming Board Reappointment Process Update**
Management Analyst Kimberly Winarski reminded the Board that reappointment applications were due April 1st for those whose terms were expiring and wanted to serve another term.

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.

- e. Update on Board Resizing

Councilmember Vollmer updated the Board that the Council sought to resize the Board from 11 members to 7, to improve attendance, engagement, and to ensure consistency with the other City boards and commissions.

5. **Items For Individual Consideration.**

- a. New Neighbor Checklist Feedback

Management Analyst Kimberly Winarski gave an overview of the New Neighbor Checklist draft and asked the Board for feedback. Ideas were expressed about what could additionally be included, where the checklist could be distributed, and on the design.

- b. Consider/Act/Discuss Thank You Note for Inclusivity Improvements

Roxxanne described the context of the Thank You Note and read the text. Motion to approve by Dyanne Lockridge. Seconded by Kimberly Jones. Approved 6-0-0

- c. March Conversation Starter

The Board had an educational discussion on the complexity of identity related to race and ethnicity.

- d. Consider/Act/Discuss Approval of the November 2, 2021 Diversity and Inclusion Advisory Commission Meeting. Motion to approve by Dyanne Lockridge. Seconded by Kimberly Jones. Approved 6-0-0

- e. Consider/Act/Discuss Approval of the December 7, 2021 Diversity and Inclusion Advisory Commission Meeting. Motion to approve by Dyanne Lockridge. Seconded by Kimberly Jones. Approved 6-0-0

- f. Consider/Act/Discuss Approval of the January 4, 2022 Diversity and Inclusion Advisory Commission Meeting. Motion to approve by Dyanne Lockridge. Seconded by Kimberly Jones. Approved 6-0-0

- g. Consider/Act/Discuss Approval of the February 1, 2022 Diversity and Inclusion Advisory Commission Meeting. Motion to approve by Dyanne Lockridge. Seconded by Kimberly Jones. Approved 6-0-0

6. **Adjourn.**



Roxxanne Aragon
D&I Commission Chair



Kimberly Winarski
Staff Liaison



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Cedar Meadow RV Park Addition, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

RV park on one lot on 23.9± acres located at the northwest corner of County Road 419 and Cedar Meadow Drive. Located within the Extraterritorial Jurisdiction (ETJ).

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 Development Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Cedar Meadow RV Park Locator Map
2. RESOLUTION - Cedar Meadow RV Park Addition, Bl A, Lt 1 (DP)
3. Exhibit A (Stamped) - Cedar Meadow RV Park Development Plat

APPROVALS:

Salena Tittle, Planner II
Jim Proce, City Manager

Created/Initiated - 4/28/2022
Final Approval - 5/3/2022

Development Plat - Cedar Meadow RV Park Addition, Block A, Lot 1



THE CITY OF
Anna

N



 Subject Property

 City Limits

 ETJ

0 200 400 800 Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CEDAR MEADOW RV PARK ADDITION, BLOCK A, LOT 1, DEVELOPMENT PLAT.

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

WHEREAS, William L. Enox and Mary L Enox have submitted an application for the approval of the Cedar Meadow RV Park Addition, Block A, Lot 1, Development Plat; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Development Plat.

The City Council hereby approves the Cedar Meadow RV Park Addition, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

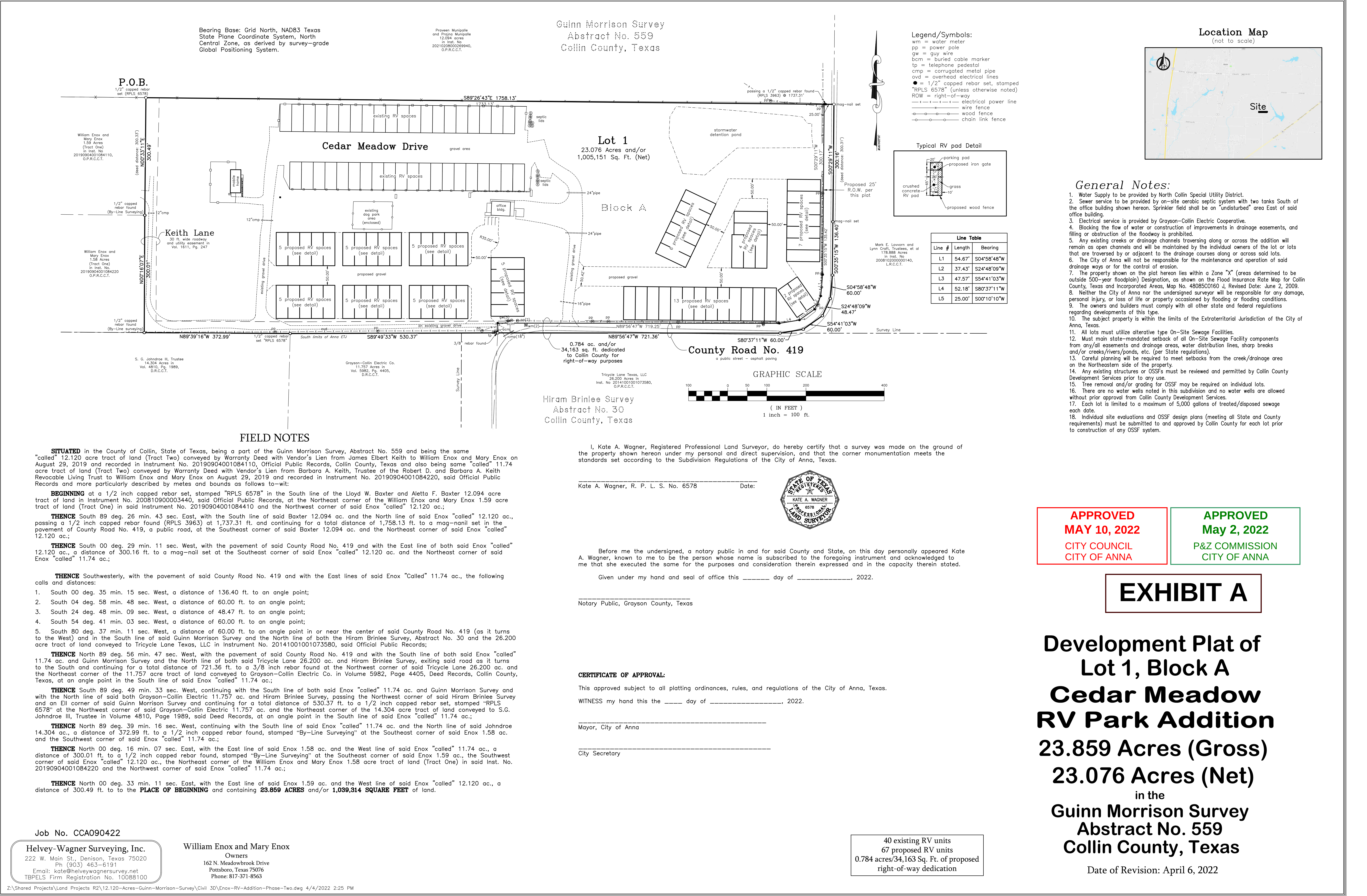
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike





Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

Water storage tank and service yard of governmental agency on 4.6± acres located on the east side of the Dallas Area Rapid Transit right-of-way, 296± feet northeast of E. Outer Loop Road. Zoned: Planned Development-Anna Business Park (Ord. No. 323-2007 & Ord. No. 743-2017).

The purpose of the Final Plat is to dedicate lot and block boundaries and easements necessary for the water storage tank and service yard 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 Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Water Tank Storage Locator Map
2. RESOLUTION - (FP) City of Anna Water Storage Tank Addition, Block A, Lot 1
3. Exhibit A (STAMPED) - City of Anna Water Storage Tank Addition Final Plat

APPROVALS:

Salena Tittle, Planner II
Jim Proce, City Manager

Created/Initiated - 4/28/2022
Final Approval - 5/3/2022

City of Anna Water Tank Storage, Block A, Lot 1, Final Plat



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CITY OF ANNA WATER STORAGE TANK ADDITION, BLOCK A, LOT 1, FINAL PLAT.

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

WHEREAS, City of Anna has submitted an application for the approval of the City of Anna Water Storage Tank Addition, Block A, Lot 1, Final Plat; and

WHEREAS, The City of Anna Water Storage Tank Addition, Block A, Lot 1, Final Plat conforms to the existing zoning; 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 Final Plat

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

General Notes:

1. According to the Flood Insurance Rate Map of City of Anna, Collin County, Texas, Map No. 48085C0160J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to include the area within the 100-year flood plain. The flood plain is shown by a dashed line. The flood plain does not imply that the property and/or the structure 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 in any way.
2. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the above described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.
3. Bearings are shown on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Surface values shown, can be converted to grid, using the combine scale factor of 0.999948955, at base point 010.
4. The herein described property is subject to the easement recorded in Volume 280, Page 245, of the Deed Records, Collin County, Texas, said easement is blunket in nature and cannot be plotted.
5. NOTICE: Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

REMAINDER OF
CALLED 4.71 ACRES
LAWSON LIVING TRUST
VOL. 188, PG. 208,
O.P.R.C.C.T.

NORTH REMAINDER OF
KATHERINE L. WISONG
DOCUMENT NO.
201010300004860,
O.P.R.C.C.T.

COLLIN COUNTY
TOLL ROAD AUTHORITY
DOCUMENT NO.
20061100014560,
O.P.R.C.C.T.

REVISED: 03/24/2022 City Comments

REVISED: 03/01/2022 To Add Easements

DATE: 08/10/2021 SCALE: 1" = 60'

DRAWN BY: C.S.H.

CHK'D. BY: M.B.A.

JOB NO.: 2021-0083

- General Notes:
1. According to the Flood Insurance Rate Map of City of Anna, Collin County, Texas, Map No. 48085C0160J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to include the area within the 100-year flood plain. The flood plain is shown by a dashed line. The flood plain does not imply that the property and/or the structure 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 in any way.
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REMAINDER OF
CALLED 4.71 ACRES
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VOL. 188, PG. 208,
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NORTH REMAINDER OF
KATHERINE L. WISONG
DOCUMENT NO.
201010300004860,
O.P.R.C.C.T.

COLLIN COUNTY
TOLL ROAD AUTHORITY
DOCUMENT NO.
20061100014560,
O.P.R.C.C.T.

REVISED: 03/24/2022 City Comments

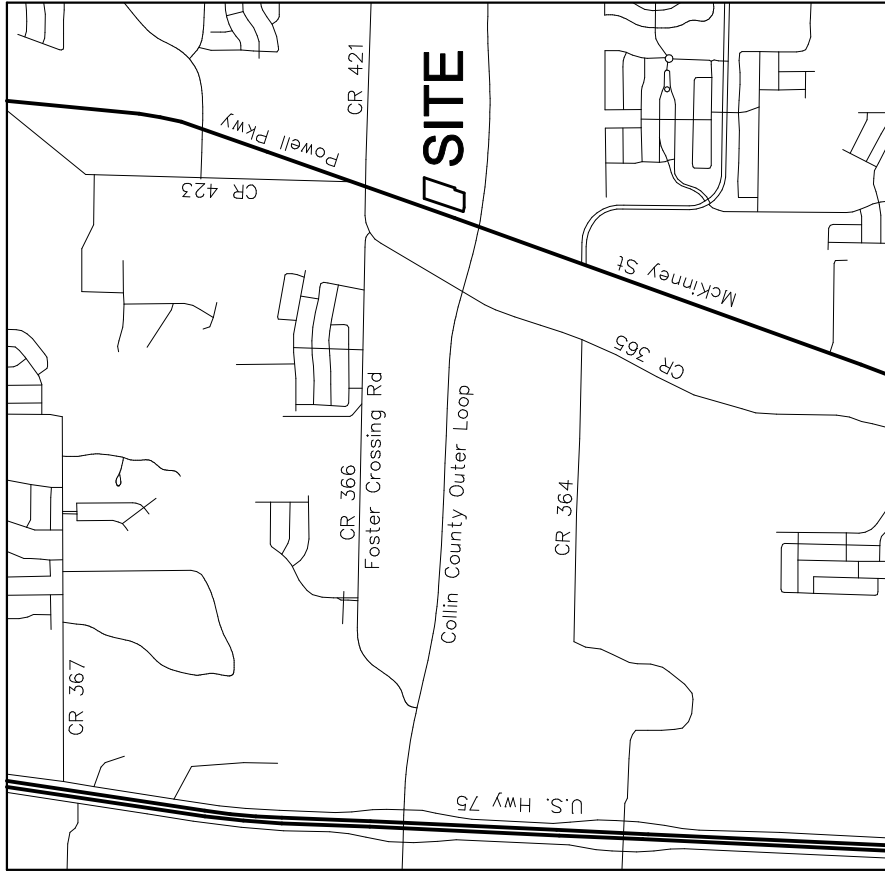
REVISED: 03/01/2022 To Add Easements

DATE: 08/10/2021 SCALE: 1" = 60'

DRAWN BY: C.S.H.

CHK'D. BY: M.B.A.

JOB NO.: 2021-0083



CERTIFICATE OF APPROVAL

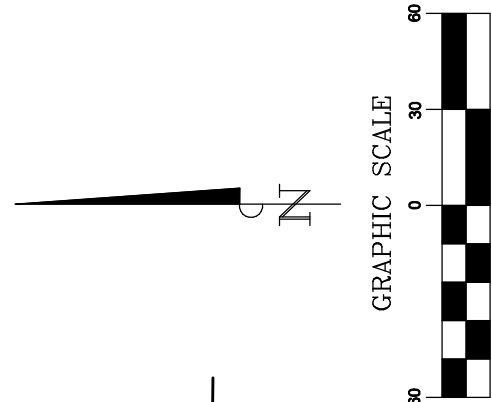
Approved this _____ day of _____, 2022, by the City Council
of the City of Anna, Texas.

Mayer

City Secretary

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Reference Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" Iron rod with yellow plastic cap
stamped "RPLS 5686" set
M.R.C.C.T. = Map Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas



Owner:
City of Anna, Texas
101 N. Powell Parkway
Anna, Texas 75409

Surveyor:
North Texas Surveying, LLC
D.E.W. Babb Survey,
Abstract No. 33
City of Anna,
Collin County, Texas
Preparation Date: August 10, 2021
Firm Registration No. 10074200
Contact: Chad Holcomb

TRACT 1-Parcel 2
COLLIN COUNTY
TOLL ROAD AUTHORITY
DOCUMENT NO.
201022200194860,
O.P.R.C.C.T.

TEXAS POWER AND LIGHT
COMPANY EASEMENT
VOL. 1384, PG. 335,
D.R.C.C.T.

1307 TXU ELECTRIC
COMPANY EASEMENT
VOL. 1861 PG. 883,
D.R.C.C.T.

POINT OF
BEGINNING

POINT OF
COMMENCING

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

I, _____, being duly qualified and licensed as a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

COMMENCING at a 1/2" iron rod with a plastic cap found for the most southerly southwest corner of said 85.571 acre tract, same being the northeasterly corner of Tract 1, Parcel 2, as described by deed to Collin County Toll Road Authority, as recorded under Document No. 20110222000194560, O.P.R.C.C.T.;

THENCE North 00°44'32" West, along the most southerly west line of said 85.571 acre tract, a distance of 207.51' to a 1/2" iron rod with a plastic cap stamped "JE SMITH" found at an angle point of said 85.571 acre tract, same being in the southeasterly right-of-way of Dallas Area Rapid Transit;

THENCE North 18°44'51" East, along said southeasterly right-of-way of Dallas Area Rapid Transit, a distance of 38.85' to a chain link fence post found for the southeasterly corner of said City of Anna tract, some being the **POINT OF BEGINNING** of the herein described tract;

THENCE North 18°44'51" East, along said southeasterly right-of-way of Dallas Area Rapid Transit, some being the northwesterly line of said City of Anna tract and said 85.571 acre tract, a distance of 645.14' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set) for the northwesterly corner of the herein described tract;

THENCE over and across said 85.571 acre tract the following courses and distances:

South 89°24'46" East, a distance of 327.00' to a capped iron rod set for corner;

South 18°44'51" West, a distance of 503.00' to a capped iron rod set for corner;

North 89°24'46" West, a distance of 31.41' to a capped iron rod set for the northeasterly corner of said City of Anna tract;

THENCE along the common line between said City of Anna and said 85.571 acre tract, the following courses and distances:

South 18°43'57" West, a distance of 156.81' to a 5/8" iron rod with a plastic cap stamped "CARTEN BURGESS" found for the southeasterly corner of said City of Anna tract;

North 89°25'16" West, a distance of 224.62' to a 5/8" iron rod with a plastic cap stamped "JE SMITH" found for an angle point;

North 77°31'24" West, a distance of 67.89' to the **POINT OF BEGINNING** and containing 199,847 square feet or 4.588 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, THE CITY OF ANNA, is the owner of the above described property and does hereby adopt this Final Plat, designating the herein above described property as **CITY OF ANNA WATER STORAGE TANK ADDITION, LOT 1, BLOCK A**, and does hereby dedicate to the public use forever, commencing on the day of the adoption of this Plat, the above described property for the use of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements on the above described property, and the City of Anna shall have the right to maintain or efficiency of it's respective systems on said easements; and the City of Anna and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the consent or approval of the City of Anna, Collin County, Texas.

ACCESS EASEMENT:
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 the general public vehicular and pedestrian use and access, and for the Fire Department and emergency use, in, along, upon, over, under, across, and adjacent to the above described property, and for the use of the City of Anna, its employees, workmen, and representatives having ingress, egress, and egress in, along, upon, and across said premises.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of _____, 2022.

THE CITY OF ANNA

Nate Pike -Mayor

STATE OF TEXAS §
COUNTY OF COLLIN §

I, _____, being duly qualified and licensed as a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

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

Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5568

NOTARY PUBLIC in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL B. ARTHUR, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

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

Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5568

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

I, _____, being duly qualified and licensed as a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

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Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5568

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A

FINAL PLAT
CITY OF ANNA WATER
STORAGE TANK ADDITION
LOT 1, BLOCK A

199,847 Sq. Ft. / 4.588 Acres

D.E.W. Babb Survey,
Abstract No. 33

City of Anna,
Collin County, Texas

Preparation Date: August 10, 2021

Scale: 1" = 60'

APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
MAY 2, 2022
P&Z COMMISSION
CITY OF ANNA



Item No. 6.f.

City Council Agenda
Planning Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

174 Single-family dwelling, detached lots and four common area lots on 32.4± acres located on the south side of Rosamond Parkway, 785± feet east of State Highway 5. Zoned: Planned Development-Single-Family Residence-60/Single-Family Residence District/SF-Z Single-Family Residence – Zero Lot Line Homes/ SF-TH 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.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

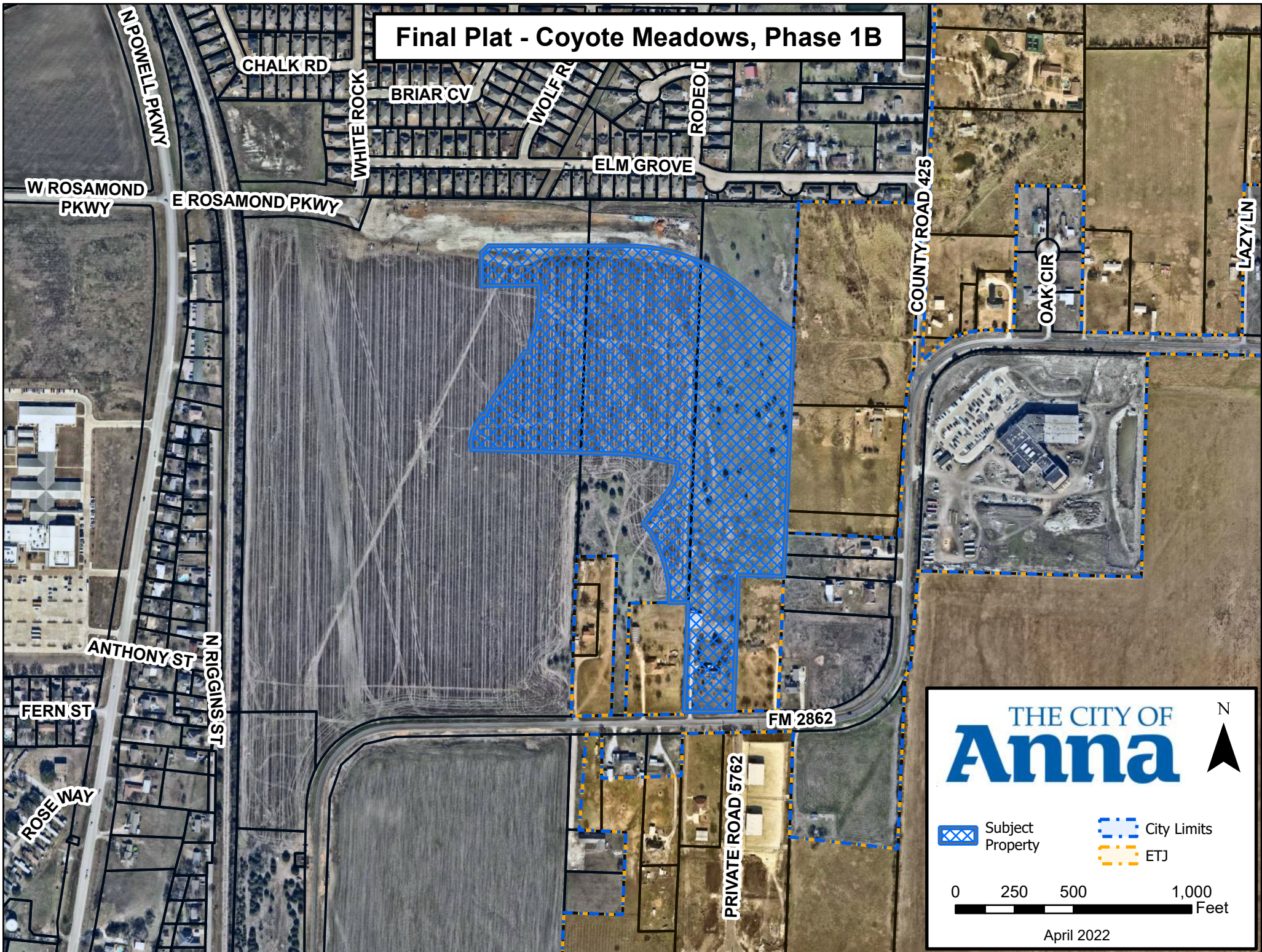
The Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Coyote Meadows Phase 1B Locator Map
2. RESOLUTION - (FP) Coyote Meadows, Phase 1B
3. Exhibit A (Stamped) - Coyote Meadows Ph 1B Final Plat

Final Plat - Coyote Meadows, Phase 1B



THE CITY OF
Anna

N



Subject Property

City Limits
ETJ

0 250 500 1,000 Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, TFCC Coyote, LLC has submitted an application for the approval of the Coyote Meadows, Phase 1B, Final Plat; and

WHEREAS, The Coyote Meadows, Phase 1B, Final Plat conforms to the existing zoning; 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 Final Plat

The City Council hereby approves the Coyote Meadows, Phase 1B, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Drawing: 6/2022 JB03-32-015 Coyote Meadows Phase 1B/CAD/02-02-015-abstract.dwg Saved By: Rhodman Save Time: 4/25/2022 1:37:55 PM Plotted By: rhodman Plot Date: 4/25/2022 1:38 PM

Lot Area Table		
Lot #	Block #	Square Feet
1	B	4,800
2	B	4,800
3	B	4,800
4	B	4,800
5	B	4,800
6	B	4,800
7	B	4,800
8	B	4,800
9	B	4,800
10	B	4,800
11	B	4,800
12	B	4,800
13	B	4,800
14	B	4,800
15	B	4,800

Lot Area Table		
Lot #	Block #	Square Feet
4	F	6,660
5	F	4,800
6	F	4,800
7	F	4,800
8	F	4,800
9	F	4,800
10	F	4,800
11	F	4,800
12	F	4,800
13	F	4,800
14	F	4,800
15	F	4,800
16	F	4,800
17	F	8,261
18	F	8,236
19	F	4,800
20	F	4,800
21	F	4,800
22	F	4,800
23	F	4,800

Lot Area Table		
Lot #	Block #	Square Feet
24	F	4,800
25	F	4,800
26	F	4,800
27	F	4,800
28	F	4,800
29	F	4,800
30	F	6,042

Lot Area Table		
Lot #	Block #	Square Feet
1	H	6,154
2	H	6,054
3	H	6,042
4	H	6,031
5	H	6,020
6	H	6,009
7	H	6,001
8	H	6,000
9	H	6,000
10	H	6,000
11	H	6,000
12	H	6,000
13	H	6,000
14	H	6,000
15	H	6,000
16	H	6,000
17	H	8,400

Lot Area Table		
Lot #	Block #	Square Feet
32	L	7,924
33	L	7,346
34	L	6,331
35	L	6,783
36	L	6,783
37	L	6,783
38	L	6,450

Lot Area Table		
Lot #	Block #	Square Feet
1	G	9,861
2	G	8,150
3	G	8,149
4	G	8,149
5	G	7,201
6	G	6,226
7	G	6,226
8	G	6,226
9	G	6,226
10	G	6,226
11	G	6,226
12	G	6,226
13	G	6,226
14	G	6,226
15	G	6,226
16	G	6,226
17	G	6,226
18	G	6,304

Lot Area Table		
Lot #	Block #	Square Feet
19	G	9,058
20	G	8,017
21	G	10,101
22	G	10,819
23	G	7,587
24	G	6,686
25	G	6,248
26	G	6,173
27	G	6,173
28	G	6,173
29	G	6,173
30	G	6,173
31	G	6,173
32	G	6,173
33	G	6,326
34	G	6,723
35	G	6,737
36	G	9,168

Lot Area Table		
Lot #	Block #	Square Feet
5	I	10,253
6	I	4,800
7	I	4,800
8	I	4,800
9	I	4,800
10	I	4,800
11	I	4,800
12	I	4,800
13	I	4,800
14	I	4,800
15	I	4,800
16	I	4,800
17	I	4,800
18	I	4,800
19	I	4,800
20	I	4,800
21	I	4,800
22	I	5,633
23	I	5,626
24	I	4,800

Lot Area Table		
Lot #	Block #	Square Feet
1	M	9,557
2	M	6,402
3	M	6,838
4	M	6,133
5	M	6,099
6	M	6,266
7	M	6,626
8	M	6,969
9	M	7,102
10	M	7,110
11	M	7,110
12	M	7,111
13	M	8,294
14	M	6,000
15	M	6,000
16	M	6,000
17	M	6,012

Lot Area Table		
Lot #	Block #	Square Feet
25	I	4,800
26	I	4,800
27	I	4,800
28	I	4,800
29	I	4,800
30	I	4,800
31	I	4,800
32	I	4,800
33	I	4,800
34	I	4,800
35	I	4,800
36	I	4,800
37	I	4,800
38	I	11,586

Lot Area Table		
Lot #	Block #	Square Feet
22	J	6,751
23	J	5,586
24	J	5,349
25	J	5,112
26	J	4,897
27	J	4,805
28	J	4,800
29	J	4,800
30	J	4,800
31	J	4,800
32	J	4,800
33	J	4,800
34	J	4,800
35	J	4,800
36	J	4,800
37	J	4,800
38	J	4,800
39	J	5,309
40	J	5,661
41	J	6,276
42	J	6,396

STATE OF TEXAS §
COUNTY OF COLLIN §

OWNER'S CERTIFICATE

Being a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.'s 20211202002453240 and 20211202002453240 of the Deed Records of Collin County, Texas, and being all of a tract conveyed to Starlight Homes Texas, LLC, by deed recorded in Document No. 2021112002318600 of the Deed Records of Collin County, Texas, collectively being more particularly described as follows:

COMMENCING at the 1/2 inch iron rod found at the northeast corner of said TFCC Coyote, LLC No. 20211202002453240 tract and the common northwest corner of a tract of land conveyed to David and Nely Johnson Revocable Trust, by deed recorded in Document No. 20181126001443680, Deed Records of Collin County, Texas;

THENCE, S 02°12'50" W, 514.65 feet to the northwest corner of said Johnson tract of land to the POINT OF BEGINNING;

BEGINNING S 02°12'50"W, 352.39 feet to the southwest corner of said Johnson tract and the northwest corner of a tract of land conveyed to Mahavir Semwal and Vandana Semwal, by deed recorded in Document No. 20150629000780840, Deed Records of Collin County, Texas;

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

THENCE N 87°57'22" W, 188.81 feet to the northwest corner of said Kanady tract;

THENCE S 02°02'42" W, 578.10 feet to the southwest corner of said Kanady tract;

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

THENCE N 02°03'20" E, 465.60 feet to the northeast corner of said Beazley tract;

THENCE S 89°09'51" W, 79.67 feet to the beginning of a tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 26°14'04", a radius of 455.00 feet, a chord of N 09°45'52" W – 206.52 feet, an arc length of 208.33 feet;

THENCE, N 22°52'54" W, 62.75 feet to the beginning of a tangent curve to the left;

THENCE around a tangent curve to the left having a central angle of 32°55'20", a radius of 130.00 feet, a chord of N 39°20'34" W – 73.68 feet, an arc length of 74.70 feet;

THENCE, N 34°11'45" E, 120.00 feet to the beginning of a tangent curve to the left;

THENCE around a tangent curve to the left having a central angle of 02°26'43", a radius of 250.00 feet, a chord of N 57°01'36" W – 10.67 feet, an arc length of 10.67 feet;

THENCE, N 31°45'02" E, 50.00 feet to the beginning of a tangent curve to the right;

THENCE around a tangent curve to the right having a central angle of 02°02'55", a radius of 275.00 feet, a chord of S 57°18'38" E – 9.83 feet, an arc length of 9.83 feet;

THENCE around a tangent curve to the right having a central angle of 32°35'21", a radius of 275.00 feet, a chord of N 20°34'57" E – 154.32 feet, an arc length of 156.42 feet;

THENCE, N 82°22'52" W, 166.17 feet to the beginning of a tangent curve to the left;

THENCE around a tangent curve to the left having a central angle of 08°25'35", a radius of 420.00 feet, a chord of N 86°35'39" W – 61.71 feet, an arc length of 61.77 feet;

THENCE, S 89°11'33" W, 645.95;

THENCE, N 07°54'37" W, 7.19 feet;

THENCE around said non-tangent curve to the right having a central angle of 38°55'24", a radius of 155.00 feet, a chord of N 11°33'06" E – 103.28 feet, an arc length of 105.30 feet;

THENCE, N 31°00'48" E, 49.35 feet;

THENCE around said non-tangent curve to the right having a central angle of 02°14'59", a radius of 325.00 feet, a chord of S 67°08'09" E – 12.76 feet, an arc length of 12.76 feet;

THENCE, N 21°44'21" E, 50.00 feet;

THENCE, N 33°43'00" E, 270.24 feet;

THENCE around said non-tangent curve to the right having a central angle of 03°34'14", a radius of 325.00 feet, a chord of S 83°58'52" W – 20.25 feet, an arc length of 20.25 feet;

THENCE, N 04°12'31" E, 50.00 feet;

THENCE around said non-tangent curve to the left having a central angle of 24°34'13", a radius of 445.00 feet, a chord of N 11°28'40" E – 189.37 feet, an arc length of 190.83 feet;

THENCE, N 00°48'27" W, 103.90 feet;

THENCE, S 89°11'33" W, 242.71 feet;

THENCE, N 00°48'27" W, 138.61 feet;

THENCE, N 44°35'43" E, 42.13 feet to a point along south right-of-way line of Rosamond Parkway;

THENCE, S 89°59'53" W, 581.69 lying in said south right-of-way line of Rosamond Parkway;

THENCE around said non-tangent curve to the right having a central angle of 45°41'59", a radius of 770.00 feet, a chord of S 67°09'08" E – 598.01 feet, an arc length of 614.16 lying in said south right-of-way line of Rosamond Parkway;

THENCE around said non-tangent curve to the left having a central angle of 12°36'05", a radius of 890.00 feet, a chord of S 50°36'11" E – 195.35 feet, an arc length of 195.74 lying in said south right-of-way line of Rosamond Parkway to the POINT OF BEGINNING with the subject tract containing 1,410,075 square feet or 32.371 acres of land.

VAM EASEMENT

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

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitly defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT TFCC COYOTE, LLC, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as COYOTE MEADOWS Phase 1B, an addition to the City of Anna, Texas, and does hereby dedicate,in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Witness our hands at _____ County, Texas, this _____ day of _____, 2022.

TFCC COYOTE, LLC
A Texas Limited Liability Company

By: Starlight Homes Texas, LLC,
its Attorney-in-Fact

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

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

Dated this the _____ day of _____, 2022.



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

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

ACCESS EASEMENT

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.

FIRE LANE EASEMENT

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

CERTIFICATE OF APPROVAL:

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

Mayor

City Secretary

APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT

COYOTE MEADOWS PHASE 1B

174 SINGLE-FAMILY LOTS AND
4 COMMON AREA LOTS
32.371 GROSS ACRES
OUT OF THE

GUINN MORRISON-ABSTRACT NO. 559
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

EXHIBIT A

OWNER
TFCC Coyote, LLC
22 St. Clair Avenue East
Suite 200
Toronto, ON, Canada M6B1R5
Telephone (



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Affi Addition, Block A, Lot 2R, Preliminary Replat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Automotive repair, major on one lot on 2.1± acres located at the southeast corner of W. White Street and Standridge Boulevard (CR 286). Zoned: I-1 Light Industrial.

The purpose for the Preliminary Replat is to propose lot and block boundaries and easements necessary for the creation of an Automotive Repair, Major 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 Preliminary Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Affi Addition Locator Map
2. RESOLUTION - (PR) Affi Addition, Block A, Lot 2R
3. Exhibit A (Stamped) - Affi Addition Preliminary Replat

APPROVALS:

Salena Tittle, Planner II
Jim Proce, City Manager

Created/Initiated - 4/28/2022
Final Approval - 5/3/2022

Preliminary Replat - Affi Addition, Block A, Lot 2R

HIDDEN VALLEY DR

WEST LANE

SHADYBROOK TRL

SPRING VALLEY WAY

S STANDRIDGE BLVD

S CENTRAL EXPY

W WHITE ST

US HIGHWAY 75

COUNTY ROAD 286

THE CITY OF
Anna

N

 Subject Property

 City Limits

 ETJ

0 200 400 800 Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AFFI ADDITION, BLOCK A, LOT 2R, 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 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Sahi-Antoine LLC has submitted an application for the approval of the Affi Addition, Block A, Lot 2R, Preliminary Replat; and

WHEREAS, The Preliminary Replat of Affi Addition, Block A, Lot 2R, conforms to the existing zoning; 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 Preliminary Replat

The City Council hereby approves the Affi Addition, Block A, Lot 2R, Preliminary Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

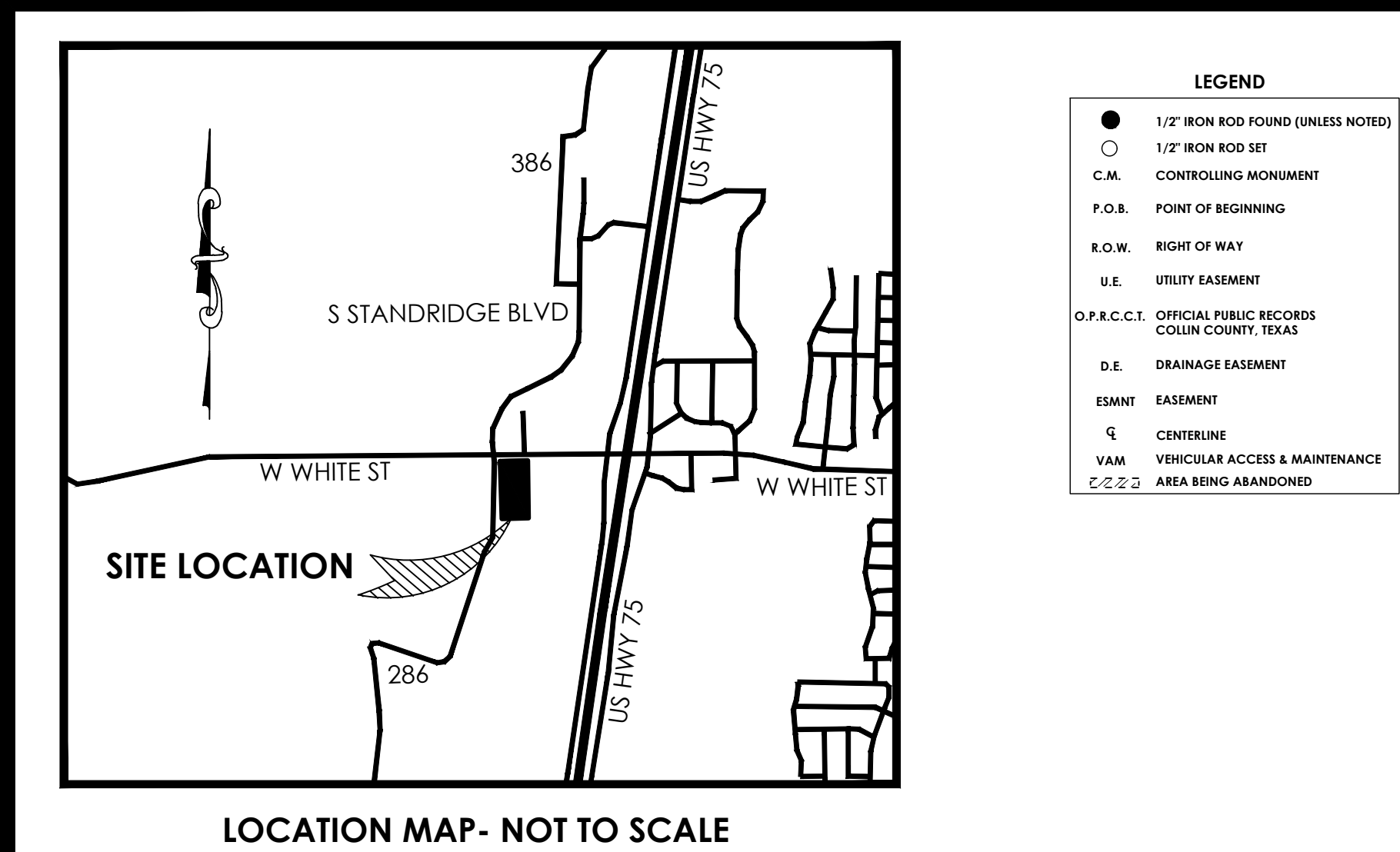
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



REASON FOR REPLAT:

TO ABANDON THE 24' CROSS ACCESS EASEMENT ALONG THE NORTH END OF THE PROPERTY LINE, ABANDON THE 35' ACCESS EASEMENT ALONG THE SOUTH END OF THE LOT, AND DEDICATE NEW EASEMENTS AND FIRE LANE ASSOCIATED WITH DEVELOPMENT.

ACCESS EASEMENT

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS/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.

DRAINAGE AND DETENTION EASEMENT

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

VAM EASEMENTS

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

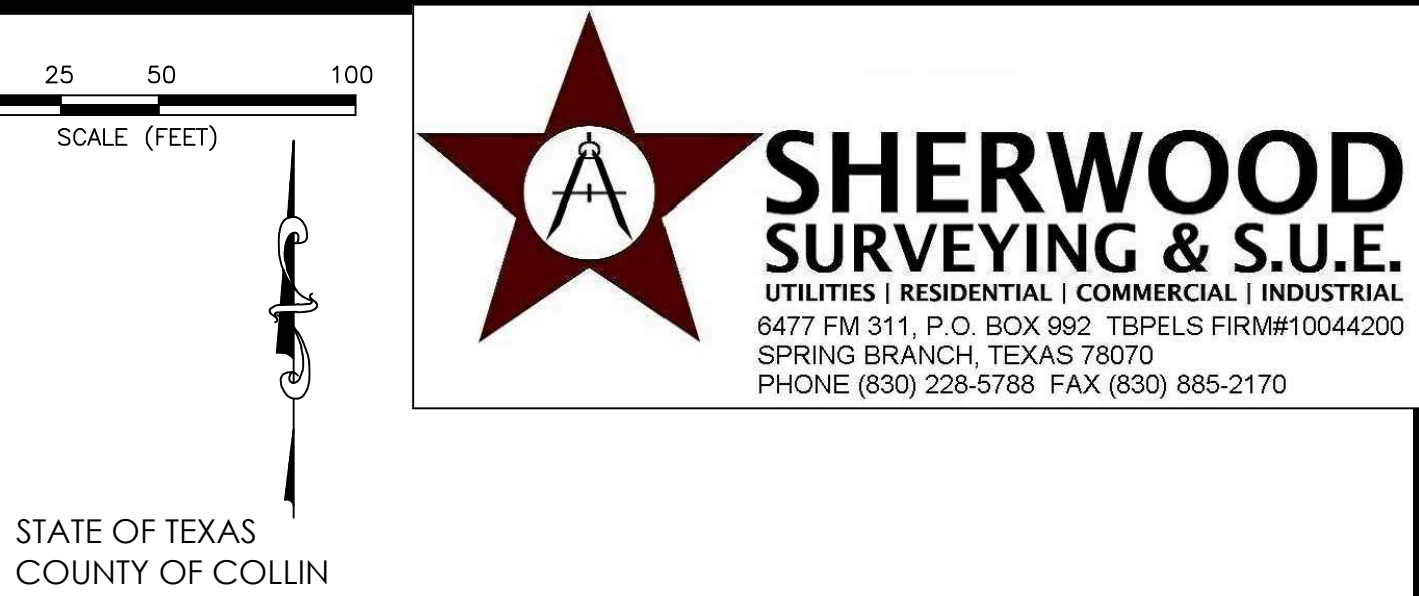
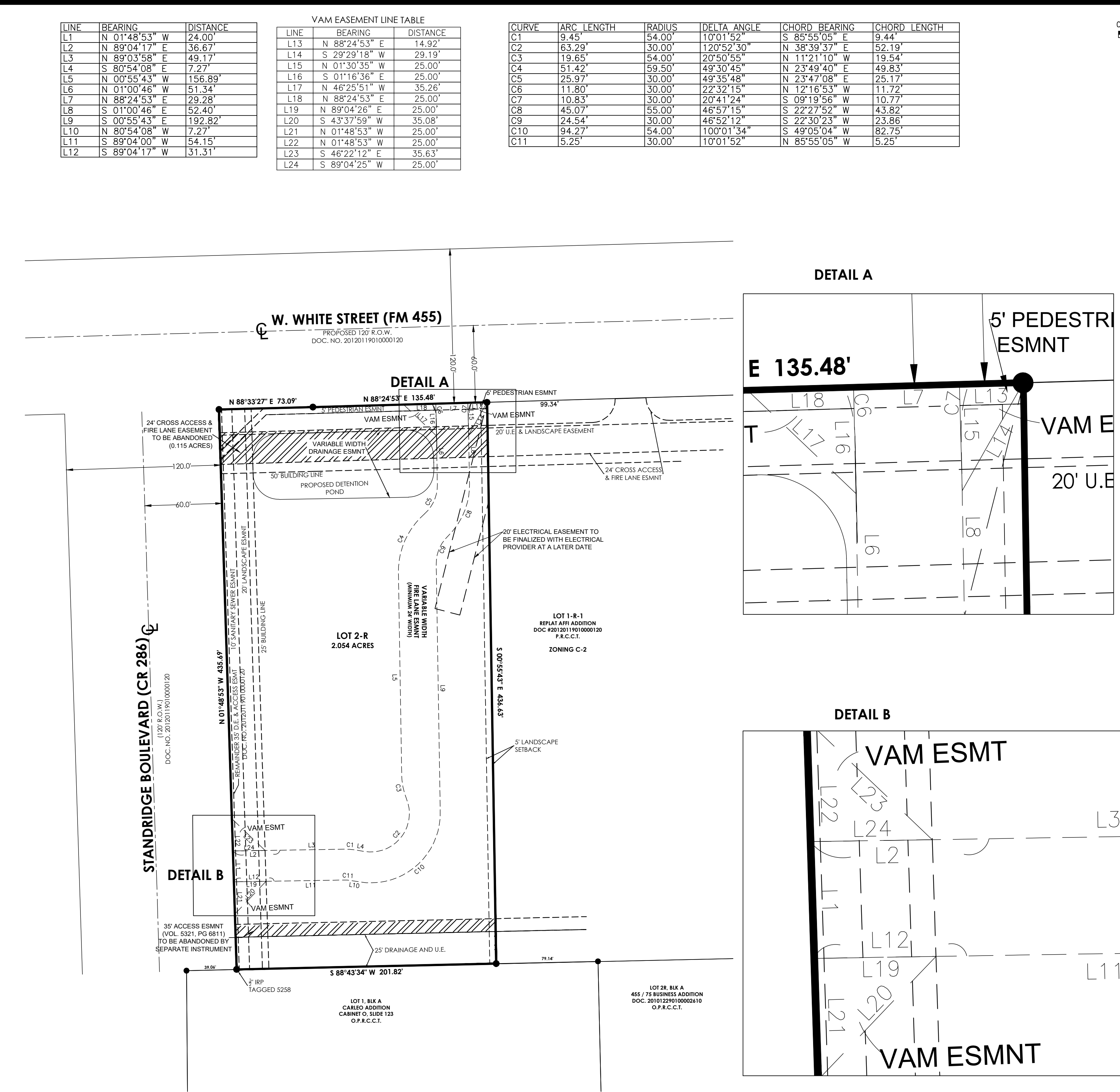
NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.

FIRE LANE EASEMENT

THAT THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AD DEDICATED AND SHOWN HEREON, A HARD SURFACE AND THAT HE 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SAHI-ANTOINE LLC & CALDOR CORPORATION ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS REPLAT OF AFFI, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDING, FENCE, TREE, SHRUB, OR OTHER IMPROVEMENTS OR GROWTHS, SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANNA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDING, FENCE, TREE, SHRUB, OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTION, 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.



APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
MAY 2, 2022
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY REPLAT of
AFFI ADDITION
LOT 2-R, BLOCK A
CITY OF ANNA, COLLIN COUNTY,
TEXAS, THOMAS RATTAN SURVEY,
ABSTRACT NO. 782
2.054 ACRES

EXHIBIT A



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anacapri, Phases 2, 3, & 4, Preliminary Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

777 Single-family dwelling, detached lots and 13 common area lots on 179.5± acres located on the south side of Mantua Road (County Road 371), 158± feet west of Thousand Oaks Drive. Zoned: Planned Development-SF-60 Single-Family Residential/SF-Z Single-Family Residential – Zero lot line homes (PD-SF-60/SF-Z) (Ord. No. 887-2020).

The purpose of the Preliminary Plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached 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 Preliminary Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

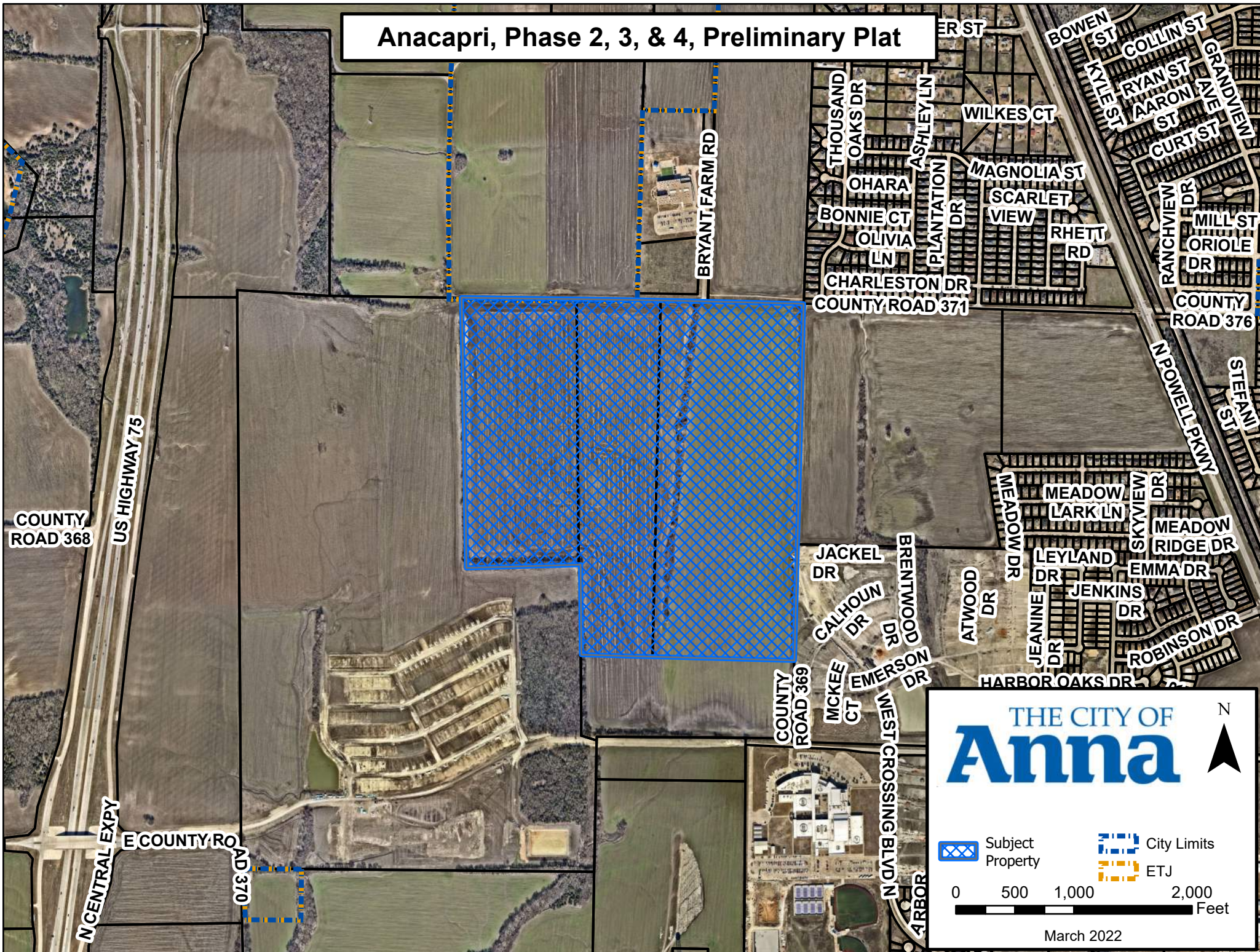
1. Anacapri Phase 2 3 4 Locator Map
2. RESOLUTION (PP) Anacapri, Phase 2, 3, & 4
3. Exhibit A (Stamped) (PP) Anacapri PH 2 3 & 4

APPROVALS:

Salena Tittle, Planner II
Jim Proce, City Manager

Created/Initiated - 4/28/2022
Final Approval - 5/3/2022

Anacapri, Phase 2, 3, & 4, Preliminary Plat



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 500 1,000 2,000 Feet

March 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANACAPRI, PHASES 2, 3, & 4, PRELIMINARY PLAT.

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

WHEREAS, Megatel Homes, LLC has submitted an application for approval of the Anacapri, Phases 2, 3, & 4, Preliminary Plat; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Preliminary Plat

The City Council hereby approves the Anacapri, Phases 2, 3, & 4, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of May, 2022.

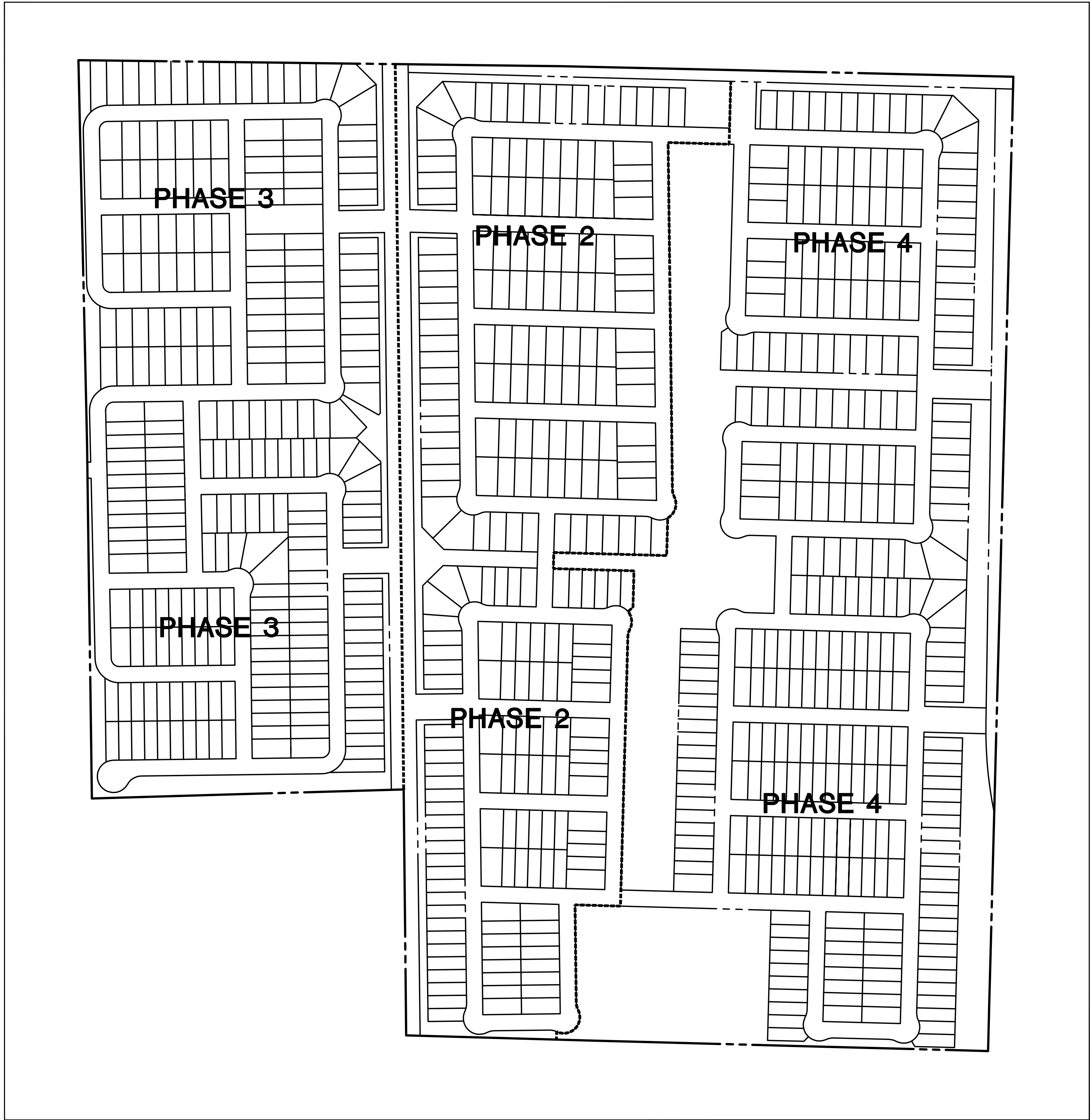
ATTEST:

APPROVED:

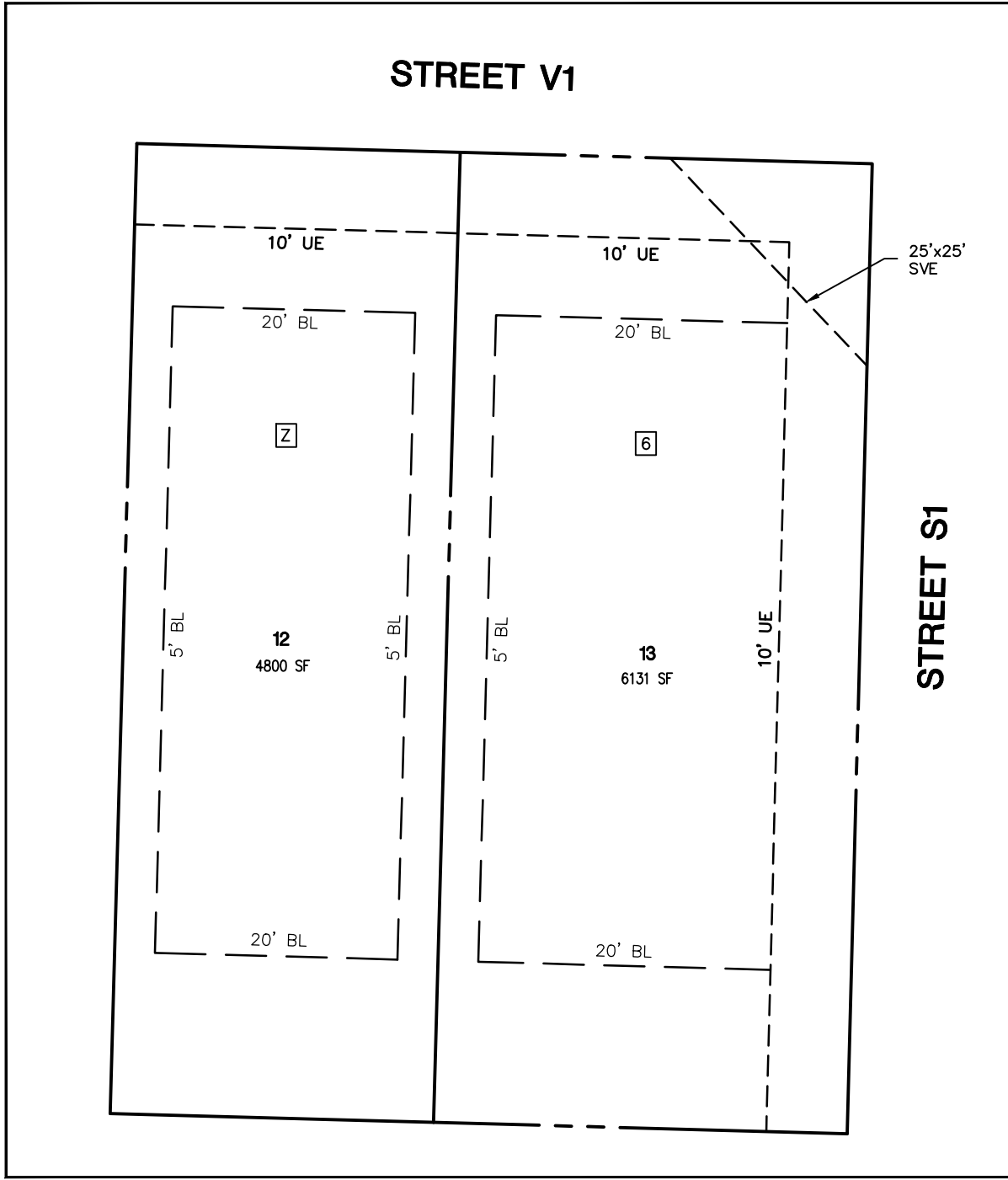
City Secretary, Carrie L. Land

Mayor, Nate Pike

File: M:\Projects\MEH21002\02-Annexes\Survey\Prep\MEH21002 PRELIMINARY PLAT
Project: 4/26/2022 3:46 PM, by Bradley Cox, Saved: 4/26/2022 3:43 PM, by bcox



PHASING DETAIL SCALE: 1"=200'

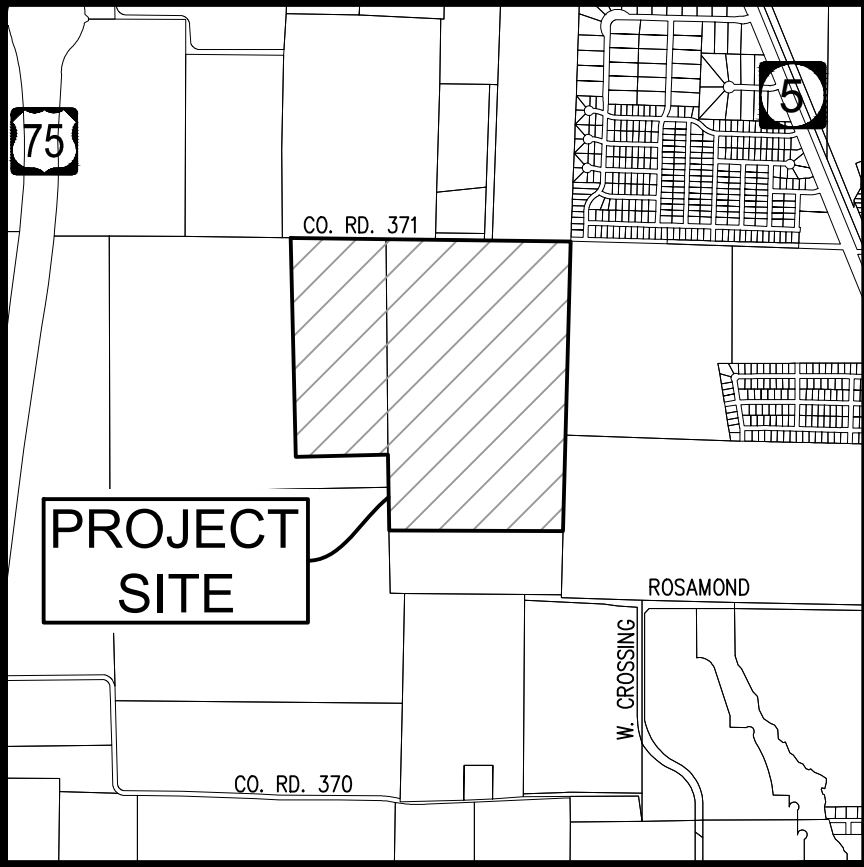


TYPICAL LOT DETAIL SCALE: 1"=20'

BLOCK TABLE		
BLOCK	SQUARE FEET	ACRES
A	82522	1.894
B	673595	15.463
C	93092	2.137
D	95868	2.201
E	98643	2.265
F	274159	6.294
G	29559	0.679
H	41562	0.954
I	133985	3.076
J	133985	3.076
K	133985	3.076
L	133985	3.076
M	184412	4.234
N	234995	5.395
O	128783	2.957
P	128887	2.959
Q	72866	1.673
R	66846	1.535
S	128923	2.960
T	277351	6.367
U	130123	2.987

BLOCK TABLE		
BLOCK	SQUARE FEET	ACRES
V	97715	2.243
W	130226	2.990
X	130330	2.992
Y	81643	1.874
Z	504347	11.578
AA	288796	6.630
BB	95521	2.193
CC	94828	2.177
DD	196800	4.518
EE	240444	5.520
FF	127069	2.917
GG	92033	2.113
HH	231038	5.304
II	258523	5.935
ROW	2123880	48.757
TOTAL	7816854	179.450

PHASE ZONING TABLE		
PHASE	SF-60	SF-Z
2	136	101
3	116	133
4	133	158
TOTAL	385	392



APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
ANACAPRI, PHASES 2, 3 & 4
385 SF-60, 392 SF-Z, & 12 Common Area Lots
179.450 Acres
in the
ELI W. WITT SURVEY, ABSTRACT NO. 997
S. E. ROBERTS SURVEY, ABSTRACT NO. 786
CITY OF ANNA
COLLIN COUNTY, TEXAS

PAGE 1 OF 7

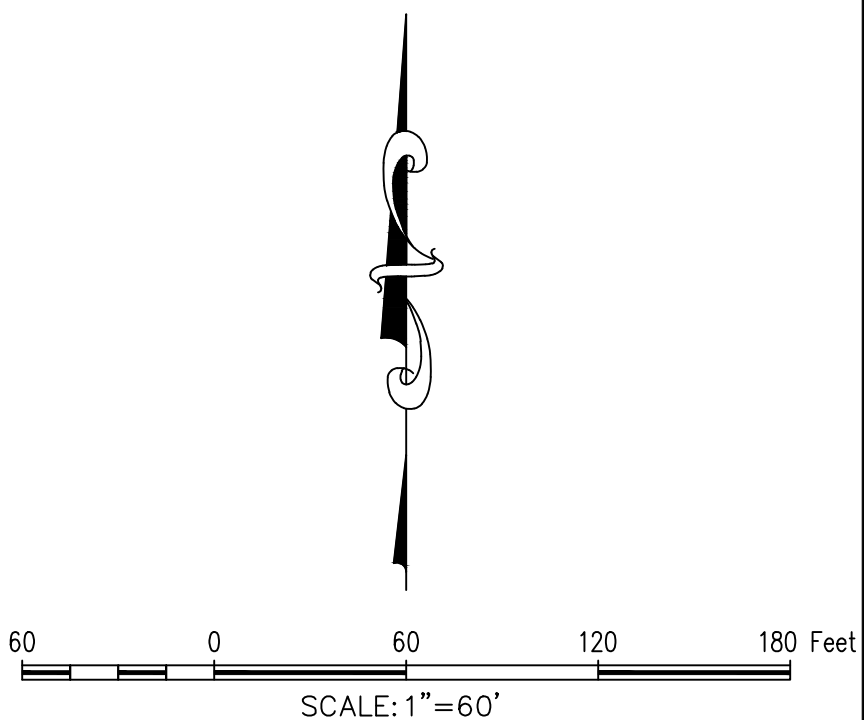
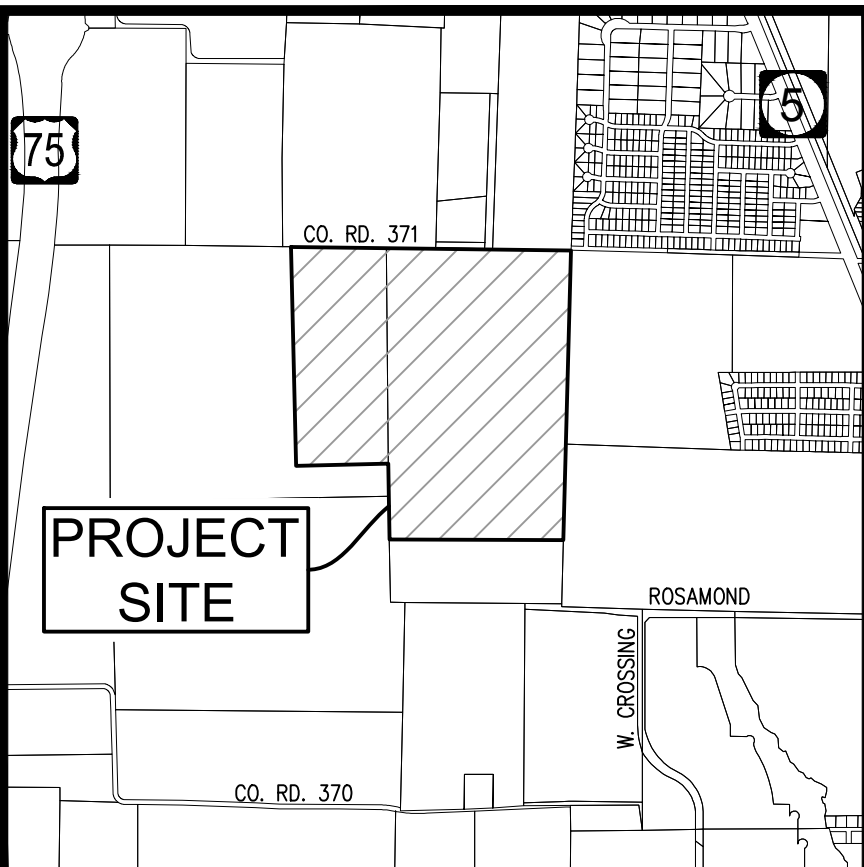


The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: BC DATE: 12/22/2021 SCALE: ##### JOB. No. MEH21002

OWNER/DEVELOPER
MEGATEL HOMES
2101 CEDAR SPRINGS ROAD,
SUITE 700
DALLAS, TEXAS 75201
Ph. 214-398-4233
Contact: MR. STEVE MAGLISCEAU

EXHIBIT A
PAGE 1 OF 7



APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
ANACAPRI, PHASES 2, 3 & 4
385 SF-60, 392 SF-Z, & 12 Common Area Lots
179.450 Acres
in the
ELI W. WITT SURVEY, ABSTRACT NO. 997
S. E. ROBERTS SURVEY, ABSTRACT NO. 786
CITY OF ANNA
COLLIN COUNTY, TEXAS

PAGE 2 OF 7



**The John R. McAdams
Company, Inc.**
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

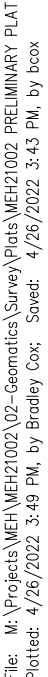
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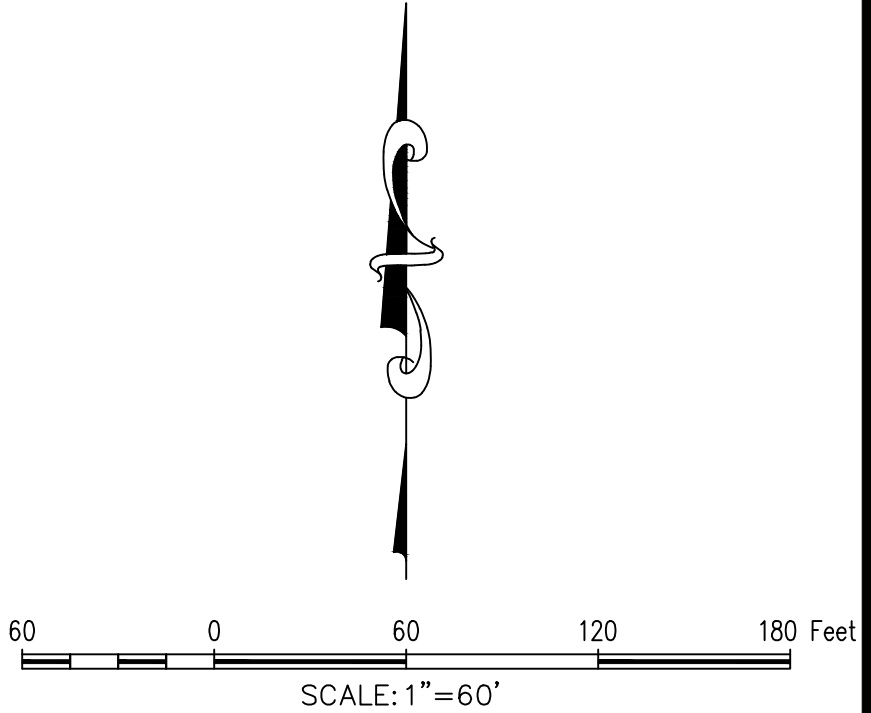
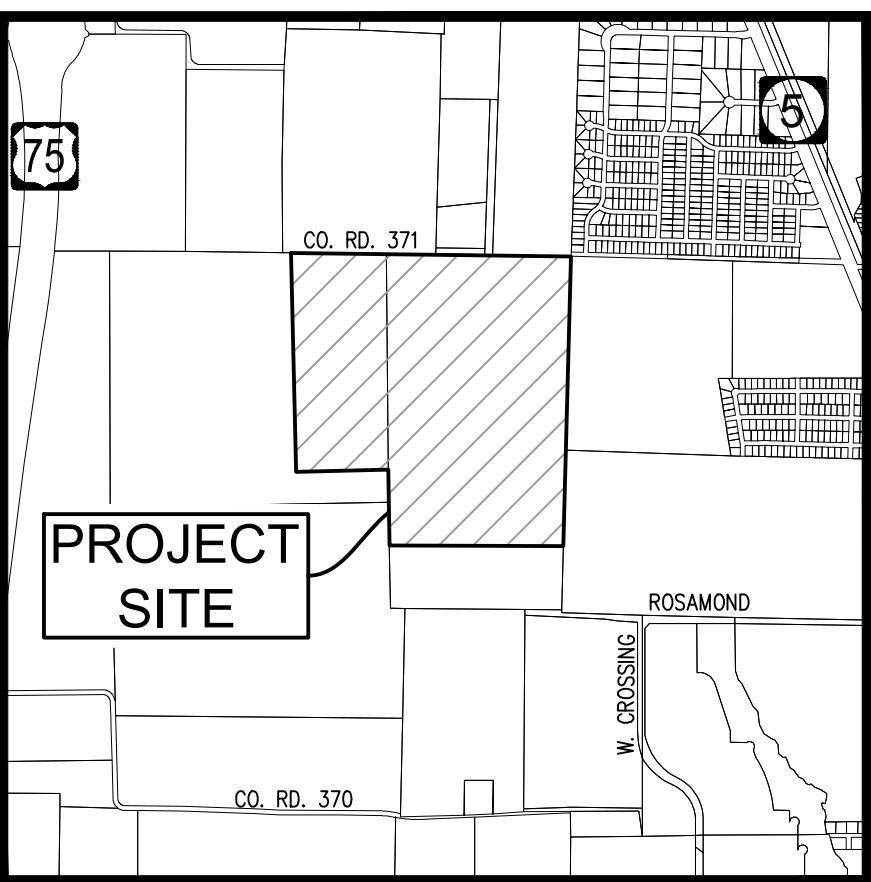
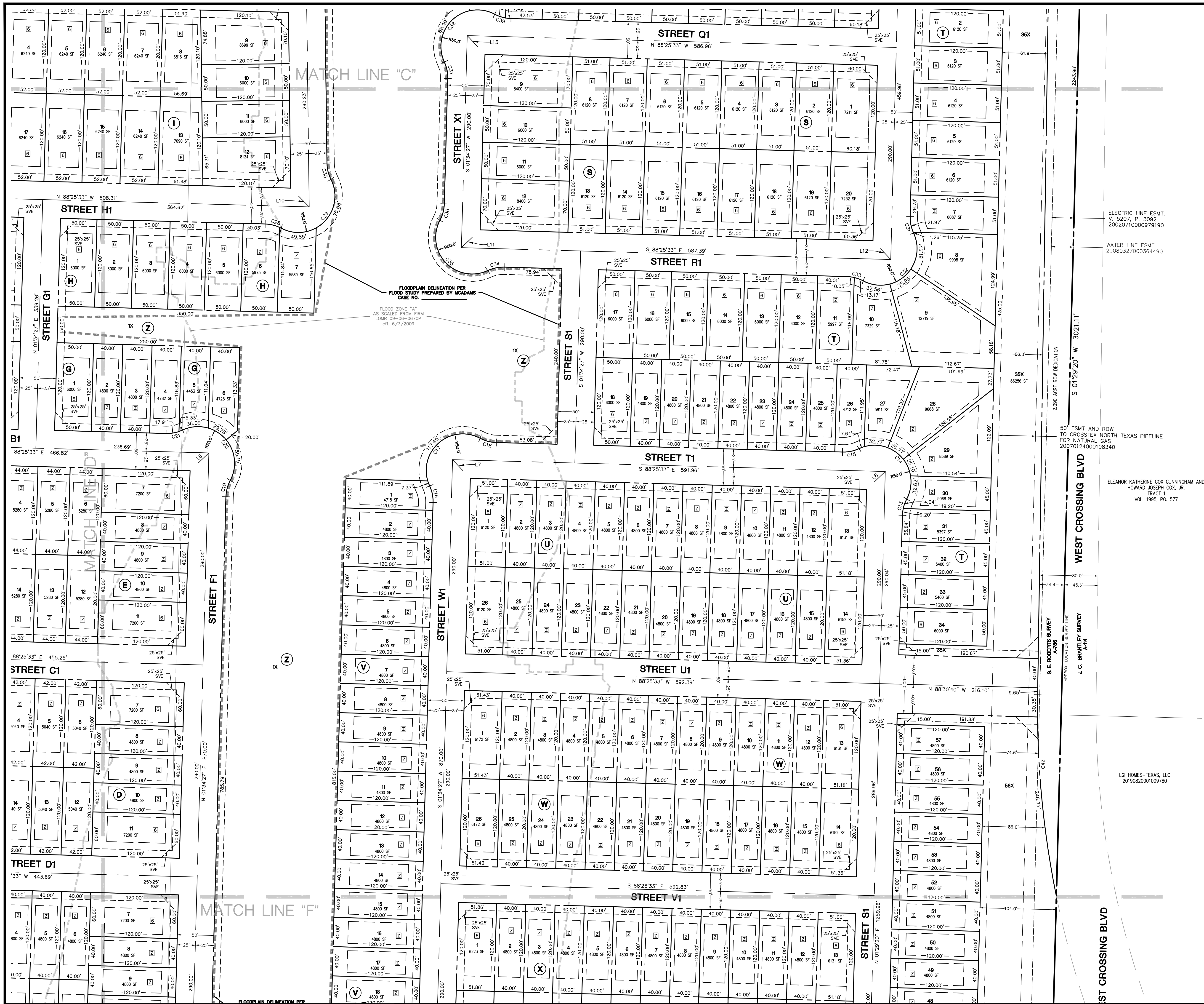
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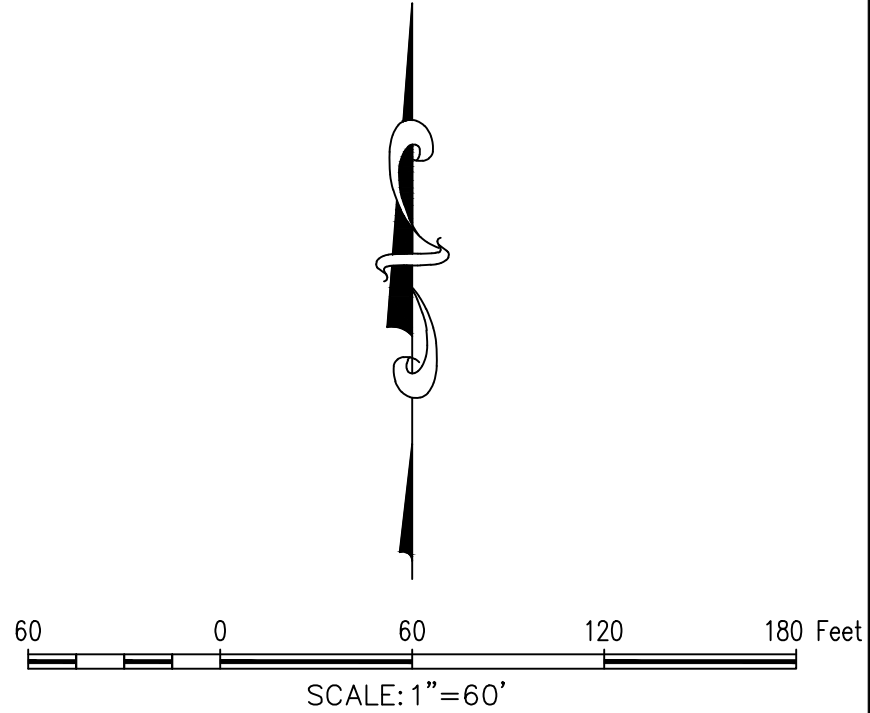
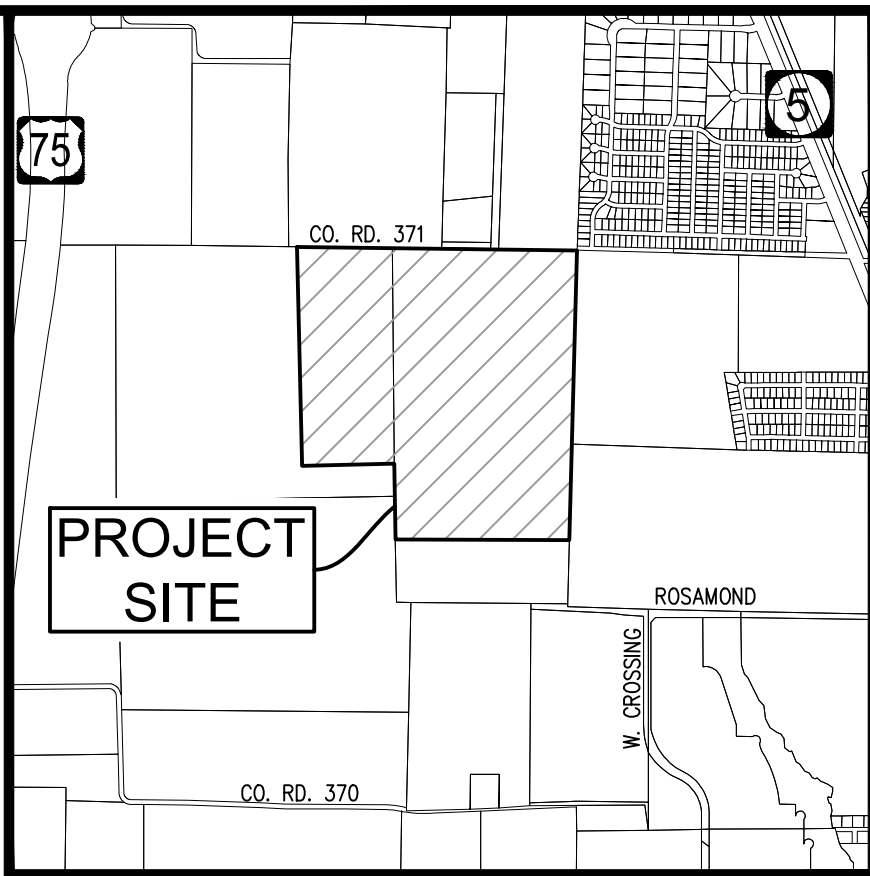
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EXHIBIT A
PAGE 5 OF 7

File: M:\Projects\MEH21002\02-Drawings\Survey\Pre\MEH21002 PRELIMINARY PLAT
Project: 1/26/2022 3:55 PM, by Bradley Cox, Saved: 1/26/2022 3:43 PM, by bcox



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EXHIBIT A
PAGE 6 OF 7



EXHIBIT A
PAGE 7 OF 7

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD	
C43	50.00'	26°38'18"	23.25'	N 14°48'29" E, 23.04'	
C44	50.00'	14°31'29"	124.96'	N 43°28'06" W, 94.89'	
C45	50.00'	26°38'16"	23.25'	S 78°15'56" W, 23.04'	
C46	50.00'	26°21'14"	23.00'	N 75°14'56" W, 22.80'	
C47	50.00'	144°59'30"	126.53'	S 45°26'56" W, 95.87'	
C48	50.00'	26°21'14"	23.00'	S 13°53'12" E, 22.80'	
C49	50.00'	26°37'41"	23.24'	N 12°36'16" E, 23.03'	
C50	50.00'	14°31'52"3"	125.01'	N 45°42'34" W, 94.90'	
C51	50.00'	26°37'41"	23.24'	S 75°58'35" W, 23.03'	
C52	50.00'	26°37'41"	23.24'	N 14°01'25" W, 23.03'	
C53	50.00'	14°31'52"3"	125.01'	N 47°17'26" E, 94.90'	
C54	50.00'	26°37'41"	23.24'	S 77°23'44" E, 23.03'	
C55	50.00'	26°37'41"	23.24'	S 75°58'35" W, 23.03'	
C56	50.00'	14°31'52"3"	125.01'	N 45°42'34" W, 94.90'	
C57	50.00'	26°37'41"	23.24'	N 12°36'16" E, 23.03'	
C58	50.00'	26°37'41"	23.24'	S 75°58'35" W, 23.03'	
C59	50.00'	14°31'52"3"	125.01'	N 45°42'34" W, 94.90'	
C60	50.00'	26°37'41"	23.24'	N 12°36'16" E, 23.03'	
C61	50.00'	60°00'00"	52.36'	N 59°17'26" S, 56.00'	
C62	50.00'	240°00'01"	209.44'	S 30°42'34" E, 80.60'	



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Chambers Grove, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

661 Single-family dwelling, detached lots, one multiple-family residence lot, and 15 common area lots on 270± acres located on the east side of future Hardin Road (CR 206), 800± feet north of W. County Road 281. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of 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 multiple-family residential 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 Preliminary Plat is in conformance with the city's Subdivision Regulations and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Chambers Grove Locator Map
2. RESOLUTION (PP) Chambers Grove
3. Exhibit A (Stamped) - PP (Chambers Grove)

APPROVALS:

Salena Tittle, Planner II
Jim Proce, City Manager

Created/Initiated - 4/28/2022
Final Approval - 5/4/2022

Preliminary Plat - Chambers Grove

CHAMBERSVILLE RD

WILLIS LN

POLARIS RD

COUNTY ROAD 971

PRIV ROAD

COUNTY ROAD 286

THREE CREEKS LN

W. COUNTY ROAD 281

E COTTAGE HILL PKWY

COUNTY ROAD 206

TRINITY FALLS PKWY

LITRELL

SHIRE LN

THE CITY OF
Anna



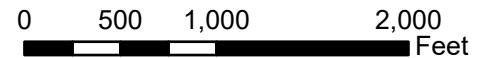
Subject Property



City Limits



ETJ



April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CHAMBERS GROVE, PRELIMINARY PLAT.

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

WHEREAS, Stratford Group has submitted an application for approval of the Chambers Grove, Preliminary Plat; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Preliminary Plat

The City Council hereby approves the Chambers Grove, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of May, 2022.

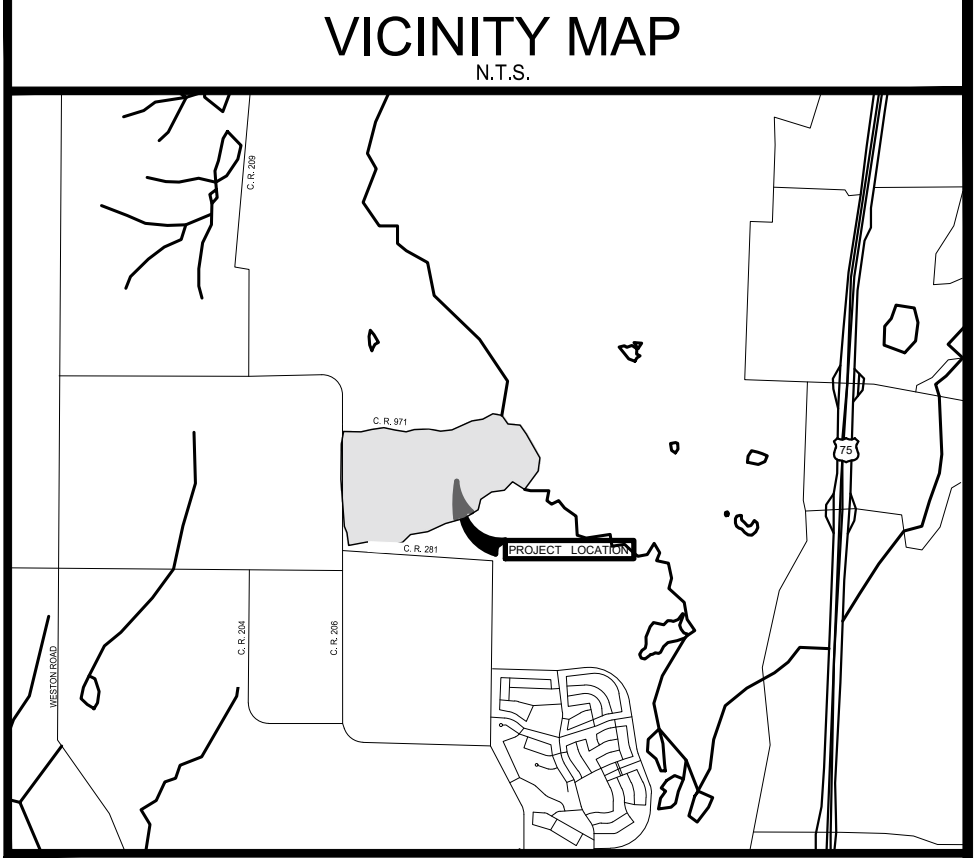
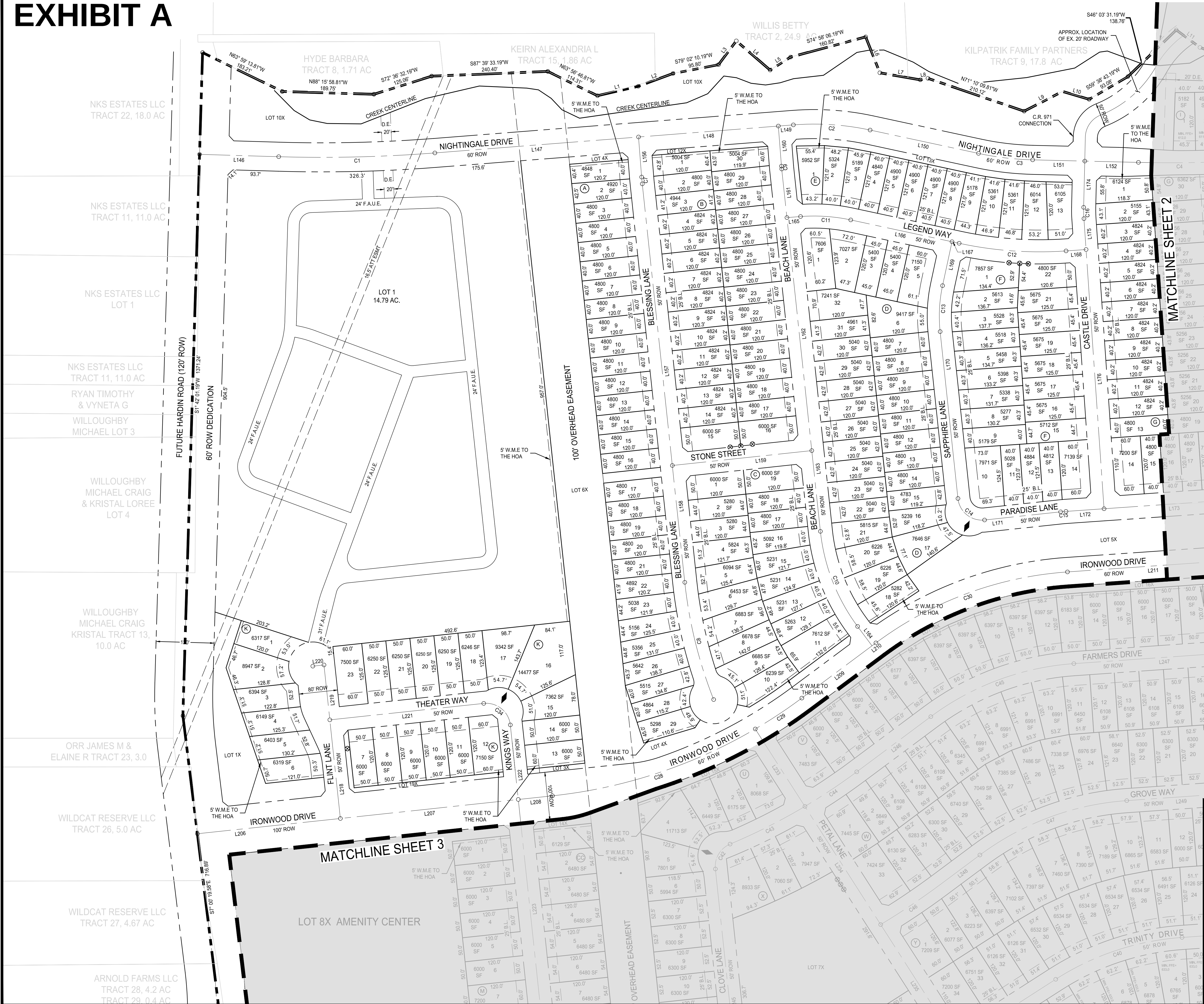
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

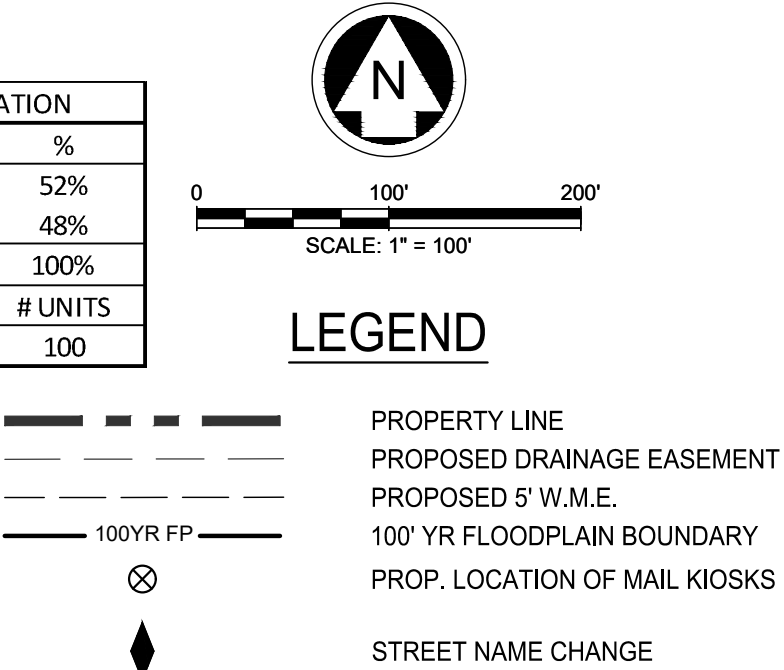
Mayor, Nate Pike

EXHIBIT A



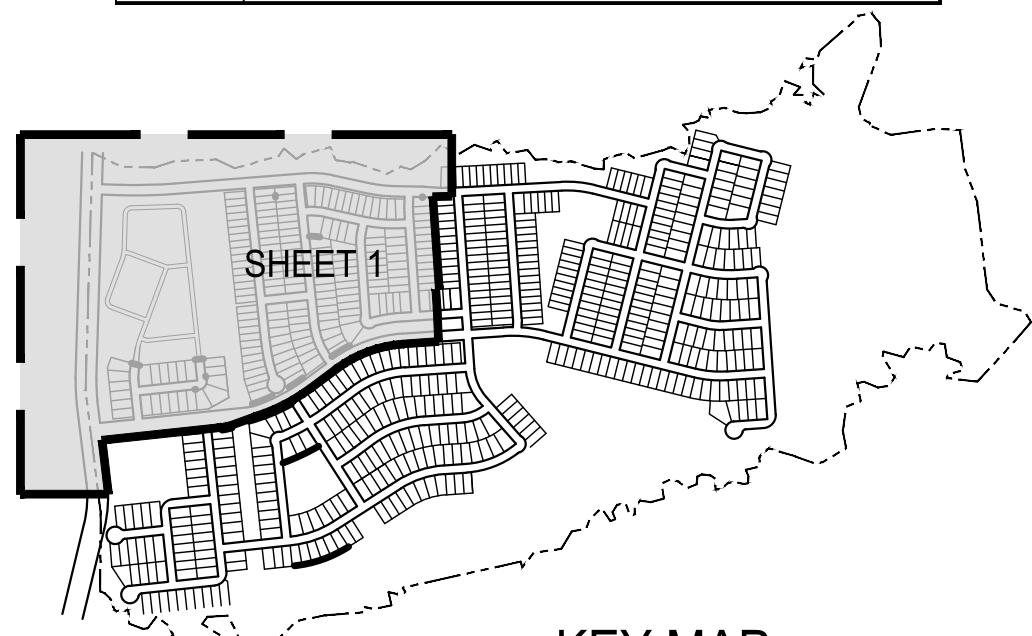
CHAMBERS GROVE LOT TABULATION

	# LOTS	%
40'x120'	316	52%
50'x120'	345	48%
TOTAL	661	100%
	# BUILDINGS	# UNITS
MULTI-FAMILY	200	100



ABBREVIATION TABLE

F.F.E.	FINISHED FLOOR ELEVATION
D.E.	DRAINAGE EASEMENT
F.A.U.E.	PROPOSED FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT TO THE HOA



APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

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ANNA, COLLIN COUNTY, TEXAS

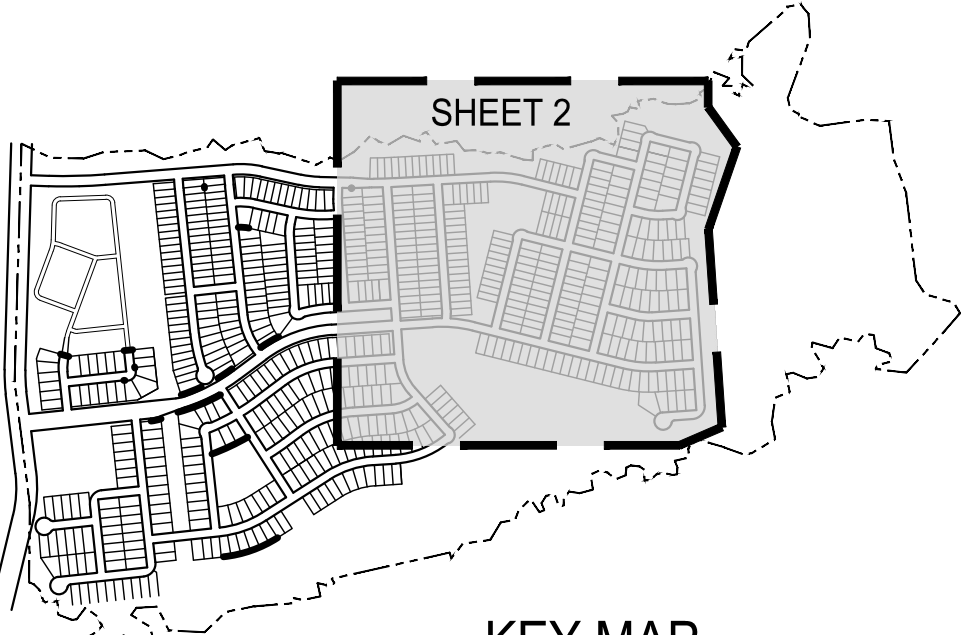
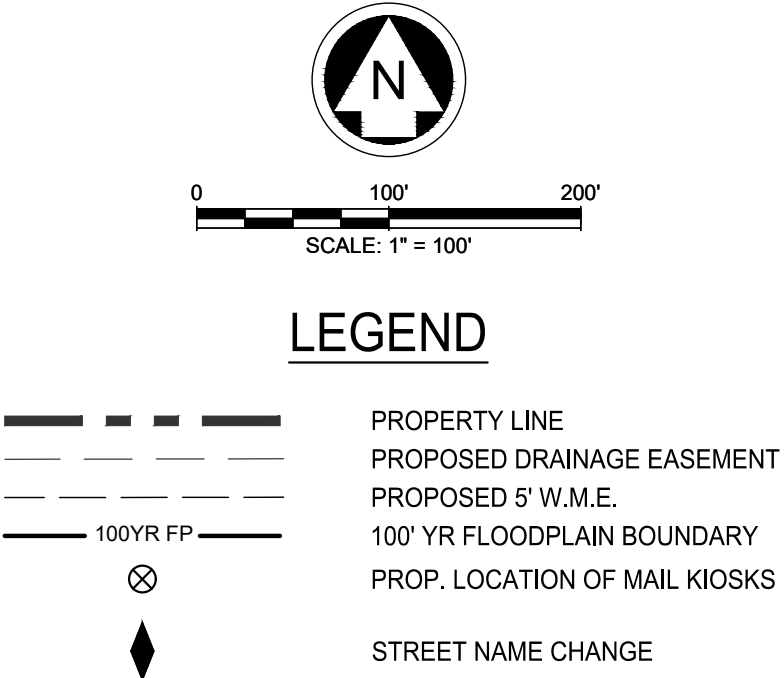
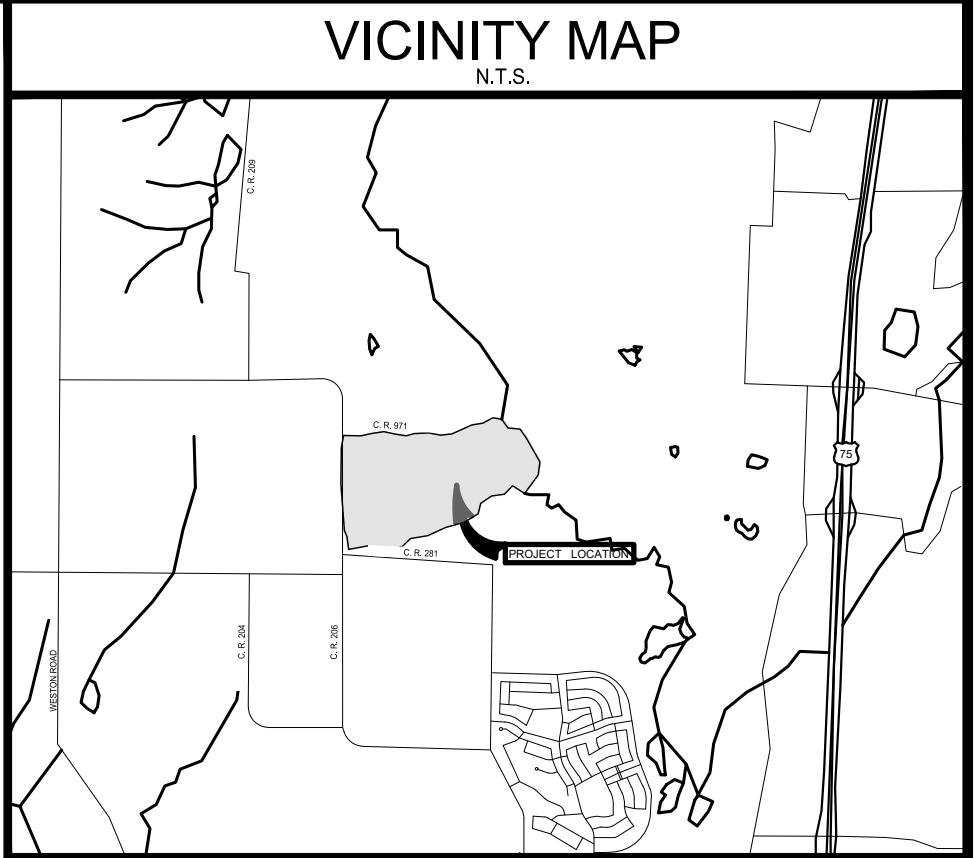
OWNER / DEVELOPER
NAME: STRATFORD LAND
ADDRESS: 5949 SHERRY LANE #800
DALLAS, TEXAS 75225
PHONE: (214)-239-2356
FAX: NA
CONTACT: DAVIS WIGGINS
EMAIL: DWIGGINS@STRATFORDLAND.COM

DATE: APRIL 2022
PELOTON PROJECT #: STR22001
CITY CASE #: XXXXXX

PLANNER / ENGINEER / SURVEYOR
PELOTON
LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

DESIGNED: DAK
DRAWN: MML
REVIEWER: GSB

EXHIBIT A



APPROVED
MAY 10, 2022
CITY COUNCIL
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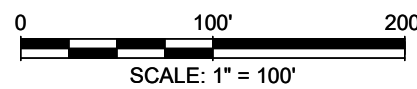
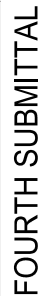
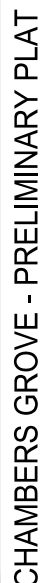
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DESIGNED: DAK
DRAWN: MML
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SHEET
2 OF 7

Drawing: J:\Job\STR22001_ Chambers Grove\322_Preliminary\Plan\STR22001-C-PPLAN1
Last Saved by: MMarintez
Last Saved: 4/27/2022 10:30 AM
Plot Date/Time: 4/27/2022 10:31 AM



	PROPERTY LINE
	PROPOSED DRAINAGE EASEMENT
	PROPOSED 5' W.M.E.
	100' YR FLOODPLAIN BOUNDARY
	PROP. LOCATION OF MAIL KIOSKS
	STREET NAME CHANGE

-
- A key map showing the overall project area. A thick black line outlines a specific section of the map, which is labeled "SHEET 3". The area within this outline is shaded gray. The rest of the map shows various lots and roads without shading.

APPROVED
May 2, 2022

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ANNA, COLLIN COUNTY, TEXAS

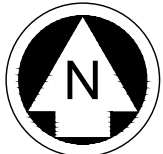
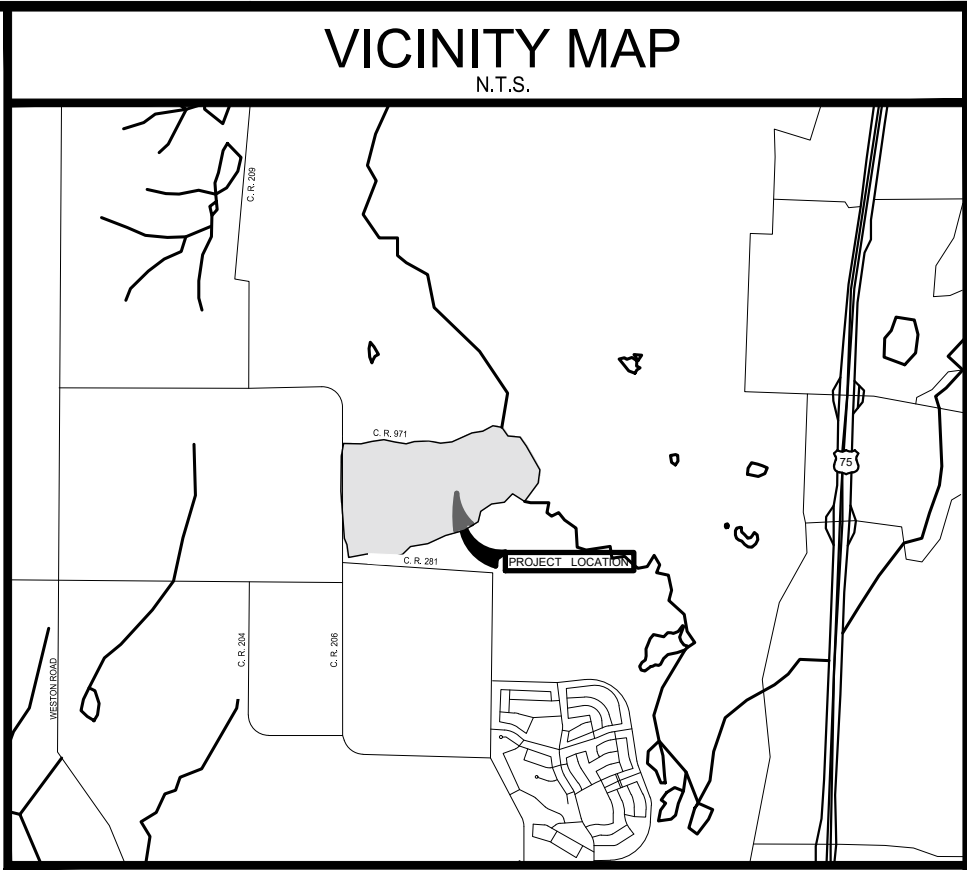
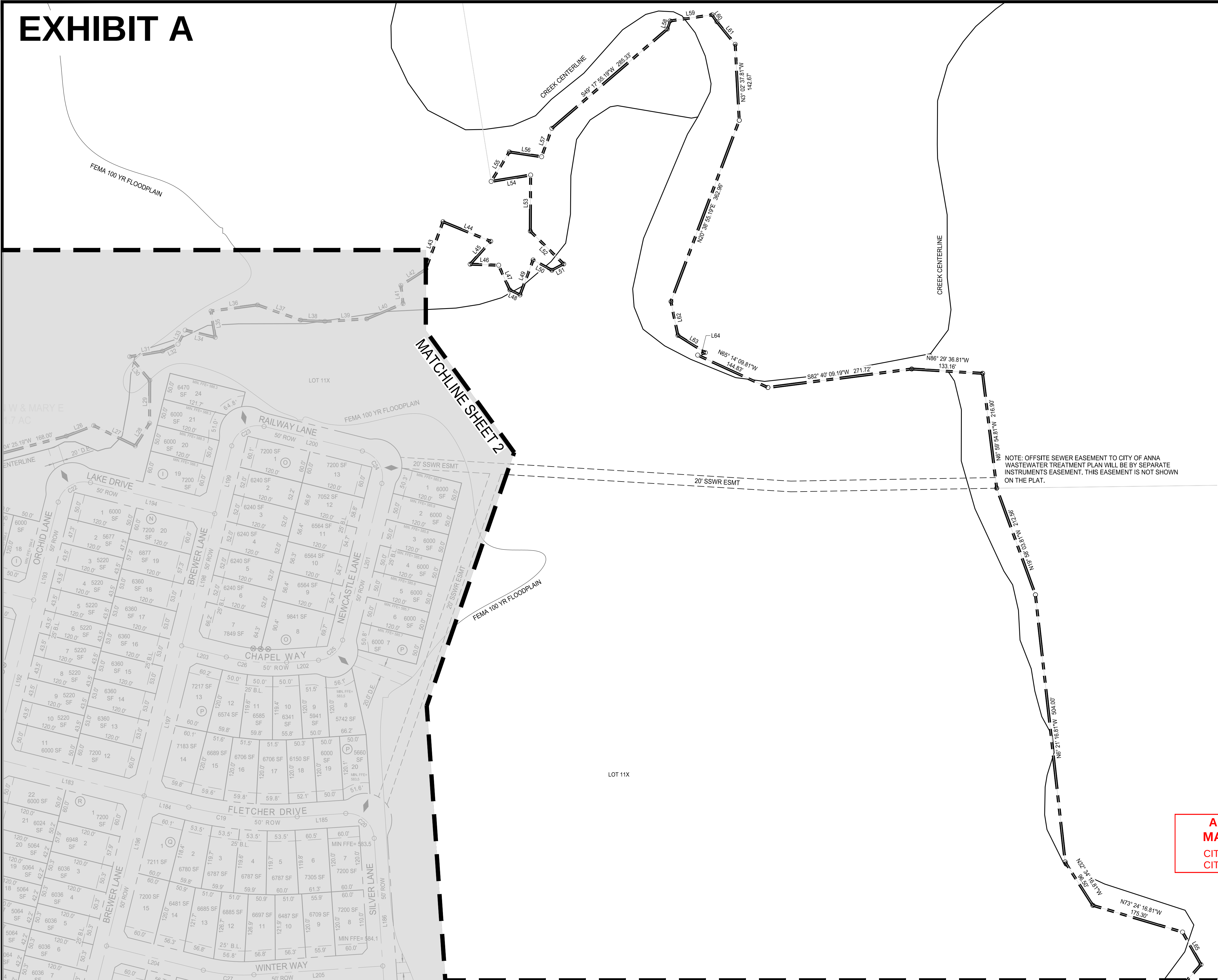
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CITY CASE #:	XXXXXX	REVIEWER: GSB	

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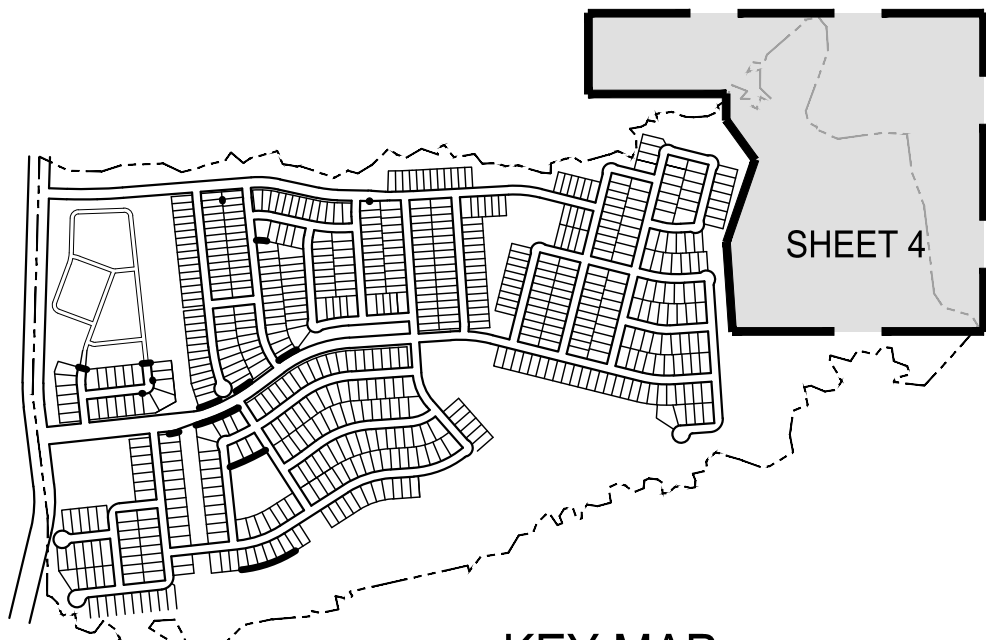


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED 5' W.M.E.
- 100' YR FLOODPLAIN BOUNDARY
- PROP. LOCATION OF MAIL KIOSKS
- STREET NAME CHANGE

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 - THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCE MANAGEMENT AGENCY.
 - A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



KEY MAP
N.T.S.

APPROVED
MAY 10, 2022
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CITY OF ANNA

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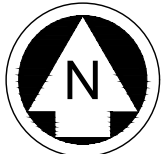
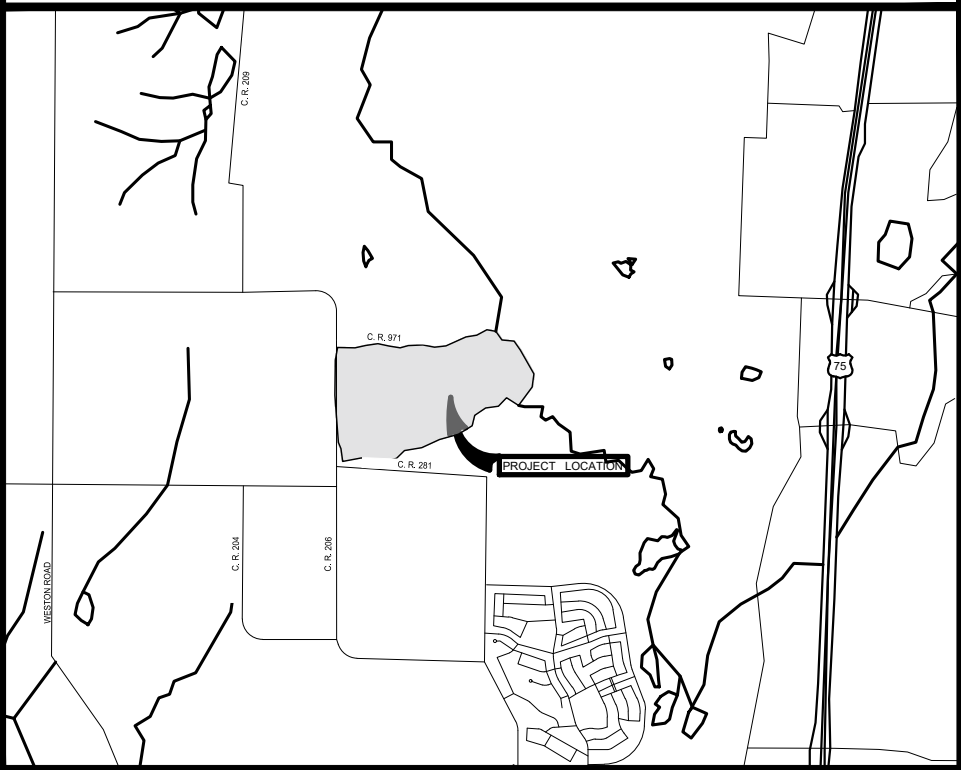
SHEET
4 OF 7

EXHIBIT A

MATCHLINE SHEET 2

MATCHLINE SHEET 4

VICINITY MAP
N.T.S.

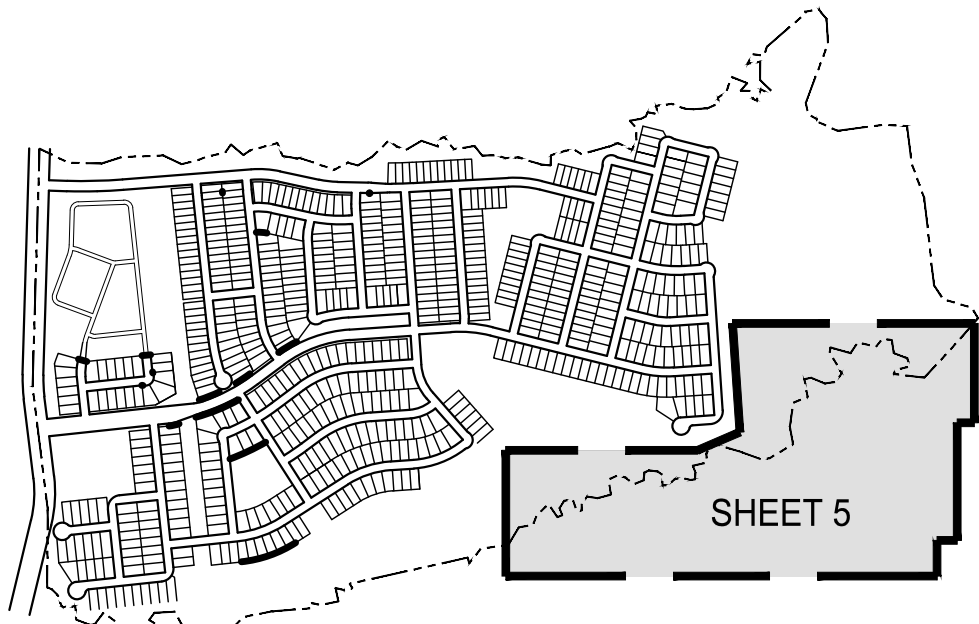


0 100' 200'
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- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 - THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCE MANAGEMENT AGENCY.
 - A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



KEY MAP
N.T.S.

APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

A PRELIMINARY PLAT FOR
CHAMBERS GROVE

267 ACRES CONTAINING LOTS 1-29, BLK A; LOTS 1-30, BLK B; LOTS 1-19, BLK C; LOTS 1-32, BLOCK D; LOTS 1-13, BLOCK E, LOTS 1-22, BLOCK F; LOTS 1-30, BLOCK G; LOTS 1-36, BLOCK H; LOTS 1-22, BLOCK I; LOTS 1-40, BLOCK J; LOTS 1-23, BLOCK K; LOTS 1-24, BLOCK L; LOTS 1-7, BLOCK M; LOTS 1-20, BLOCK N; LOTS 1-13, BLOCK O; LOTS 1-20, BLOCK P; LOTS 1-15, BLOCK Q; LOTS 1-22, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-30, BLOCK T; LOTS 1-15, BLOCK U; LOTS 1-19, BLOCK V; LOTS 1-33, BLOCK W; LOTS 1-10, BLOCK X; LOTS 1-34, BLOCK Y; LOTS 1-22, BLOCK Z; LOTS 106, BLOCK AA; LOTS 1-16, BLOCK BB; LOTS 1-12, BLOCK CC; LOTS 1-28, BLOCK DD; FOR A TOTAL OF 661 RESIDENTIAL LOTS, 1 MULTI-FAMILY RESIDENCE LOT AND 19X COMMON LOTS

ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: STRATFORD LAND
ADDRESS: 5949 SHERRY LANE #800
DALLAS, TEXAS 75225
PHONE: (214)-239-2356
FAX: NA
CONTACT: DAVIS WIGGINS
EMAIL: DWIGGINS@STRATFORDLAND.COM

PLANNER / ENGINEER / SURVEYOR

PELOTON
LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

DATE: APRIL 2022
PELOTON PROJECT #: STR22001
CITY CASE #: XXXXXX

DESIGNED: DAK
DRAWN: MML
REVIEWER: GSB

SHEET
5 OF 7

EXHIBIT A

BOUNDARY LINE TABLES

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	86.470	S77° 01' 17.19"W
L2	76.780	S69° 45' 19.19"W
L3	61.280	S36° 49' 11.19"W
L4	92.280	N49° 12' 48.81"W
L5	50.130	S57° 36' 44.19"W
L6	79.790	N21° 33' 12.81"W
L7	84.850	N80° 06' 57.81"W
L8	16.180	S79° 04' 29.20"W
L9	89.280	S62° 47' 27.19"W
L10	57.300	N73° 29' 09.81"W
L11	60.880	N53° 35' 51.81"W
L12	51.440	N70° 11' 25.81"W
L13	97.450	N69° 59' 01.81"W
L14	46.500	S16° 30' 25.19"W
L15	27.000	S69° 43' 25.19"W
L16	88.500	N38° 17' 36.81"W
L17	68.800	N37° 24' 34.81"W
L18	85.800	S89° 32' 25.19"W
L19	52.300	N72° 25' 34.81"W
L20	73.200	S86° 38' 25.19"W
L21	56.300	N83° 29' 34.81"W
L22	59.100	S2° 23' 25.19"W
L23	80.300	S72° 38' 25.19"W
L24	58.500	S79° 37' 25.19"W
L25	48.300	N55° 29' 34.81"W
L26	55.000	S68° 57' 25.19"W
L27	86.600	N64° 01' 34.81"W
L28	50.100	S32° 17' 25.19"W
L29	80.600	S0° 17' 25.19"W
L30	58.000	S40° 26' 34.81"E
L31	62.300	S80° 24' 25.19"W
L32	31.800	S65° 36' 25.19"W
L33	29.600	S27° 18' 25.19"W
L34	58.000	N76° 27' 34.81"W
L35	49.900	S9° 13' 34.81"E
L36	88.000	S82° 26' 25.19"W
L37	85.500	N70° 31' 34.81"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L38	45.700	N86° 59' 34.81"W
L39	78.600	S86° 33' 25.19"W
L40	73.800	S67° 15' 25.19"W
L41	34.400	S6° 55' 34.81"E
L42	55.400	S57° 09' 25.19"W
L43	95.000	S19° 56' 25.19"W
L44	96.600	N67° 41' 34.81"W
L45	57.500	N41° 49' 25.19"E
L46	53.300	N87° 52' 34.81"W
L47	51.000	N24° 26' 34.81"W
L48	21.100	N64° 20' 34.80"W
L49	69.800	S20° 32' 25.19"W
L50	40.200	N61° 22' 34.81"W
L51	25.000	S62° 04' 25.19"W
L52	87.800	S45° 25' 34.81"E
L53	105.200	S0° 17' 25.19"W
L54	74.900	N80° 48' 25.19"E
L55	64.900	S31° 42' 25.19"W
L56	61.000	N81° 37' 34.81"W
L57	56.620	S19° 59' 49.19"W
L58	16.110	S18° 55' 00.19"W
L59	79.610	S81° 42' 37.19"W
L60	15.860	N34° 14' 18.81"W
L61	54.450	N39° 04' 36.81"W
L62	64.670	N11° 35' 58.81"W
L63	60.690	N57° 50' 21.81"W
L64	15.010	N71° 30' 45.19"E
L65	70.000	N29° 34' 06.81"W
L66	28.000	S27° 27' 46.19"W
L67	79.300	S77° 09' 46.19"W
L68	48.100	S12° 56' 13.81"E
L69	85.500	S68° 13' 13.81"E
L70	75.100	S8° 14' 13.81"E
L71	53.100	S81° 14' 13.81"E
L72	61.700	N40° 38' 46.19"E
L73	106.200	S75° 55' 13.81"E
L74	76.300	N34° 35' 46.19"E

LINE TABLE		
LINE #	DISTANCE	BEARING
L75	27.700	N11° 16' 46.19"E
L76	63.800	N38° 14' 46.19"E
L77	59.800	N82° 26' 46.19"E
L78	83.900	S66° 47' 13.81"E
L79	40.300	N78° 51' 46.19"E
L80	105.300	N10° 03' 13.81"W
L81	87.600	N68° 55' 46.19"E
L82	50.600	N82° 48' 46.19"E
L83	27.900	N51° 28' 46.19"E
L84	13.260	N62° 11' 10.19"E
L85	34.830	N36° 23' 51.19"E
L86	54.600	N0° 56' 36.81"W
L87	80.780	N77° 44' 28.19"E
L88	44.280	N19° 48' 53.81"W
L89	37.810	N5° 02' 36.19"E
L90	25.490	N82° 58' 45.19"E
L91	49.160	S75° 55' 08.81"E
L92	44.890	N80° 07' 13.19"E
L93	53.210	N48° 28' 05.19"E
L94	30.000	S89° 38' 00.81"E
L95	60.080	S0° 13' 50.81"E
L96	33.070	S53° 47' 34.81"E
L97	49.240	S81° 53' 01.81"E
L98	30.570	N66° 32' 03.19"E
L99	46.820	N7° 28' 26.19"E
L100	61.730	N69° 54' 19.19"E
L101	58.660	S50° 29' 11.81"E
L102	43.430	S70° 20' 08.81"E
L103	60.000	N66° 45' 56.19"E
L104	90.000	N6° 49' 36.81"W
L105	80.000	N76° 05' 23.19"E
L106	60.000	S81° 49' 36.81"E
L107	50.000	N36° 15' 23.19"E
L108	40.000	N2° 00' 23.19"E
L109	30.000	S88° 14' 36.81"E
L110	65.000	S17° 59' 36.81"E
L111	50.000	N82° 45' 23.19"E

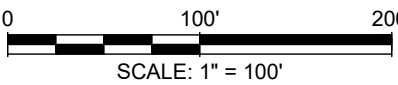
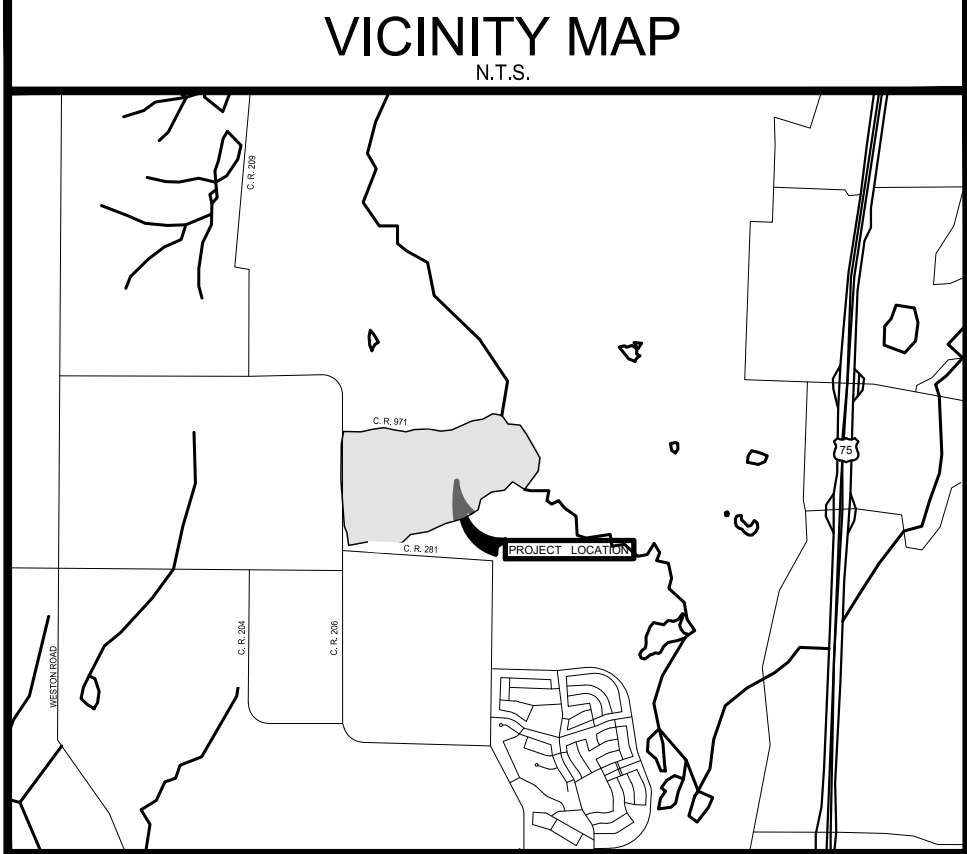
LINE TABLE		
LINE #	DISTANCE	BEARING
L112	50.000	N33° 40' 23.19"E
L113	45.000	N20° 29' 36.81"W
L114	30.000	N69° 30' 23.19"E
L115	90.000	S33° 59' 36.81"E
L116	90.000	N47° 15' 23.19"E
L117	65.000	N23° 00' 23.19"E
L118	80.000	N81° 25' 23.19"E
L119	34.320	S13° 39' 36.81"E
L120	29.700	N86° 44' 36.81"W
L121	50.000	N76° 40' 23.19"E
L122	50.000	S74° 29' 36.81"E
L123	80.000	N11° 14' 36.81"W
L124	43.000	S73° 44' 36.81"E
L125	30.300	N1° 00' 19.81"W
L126	119.300	N67° 32' 40.19"E
L127	52.200	N37° 49' 40.19"E
L128	91.900	N11° 42' 19.81"W
L129	27.500	S64° 03' 19.81"E
L130	43.470	S72° 36' 59.81"E
L131	22.730	S31° 45' 12.81"E
L132	47.120	S17° 07' 21.19"W
L133	45.310	S62° 18' 18.19"W
L134	47.650	S40° 52' 20.19"W
L135	60.560	S26° 41' 07.81"E
L136	84.060	S51° 32' 53.81"E
L137	87.630	N37° 55' 32.19"E
L138	29.090	N84° 06' 10.19"E
L139	82.320	S67° 49' 31.81"E
L140	76.950	S4° 19' 27.81"E
L141	67.040	N85° 55' 15.19"E
L142	12.090	S68° 08' 09.81"E
L143	68.850	S20° 23' 46.81"E
L144	45.460	S44° 06' 41.81"E
L145	30.880	S66° 39' 37.81"E

STREET CENTERLINE LINE TABLES

LINE TABLE		
LINE #	DISTANCE	BEARING
L146	163.737	S88° 17' 58.81"E
L147	422.406	N85° 31' 46.82"E
L148	290.000	N85° 31' 46.82"E
L149	31.175	N85° 31' 46.82"E
L150	229.242	S77° 50' 35.72"E
L151	107.884	S88° 37' 24.70"E
L152	110.980	S88° 37' 24.70"E
L153	241.525	N86° 52' 00.36"E
L154	306.481	N86° 52' 00.36"E
L155	343.102	S75° 57' 14.96"E
L156	83.040	S4° 28' 13.18"E
L157	585.295	S6° 05' 40.03"E
L158	242.890	S6° 05' 40.03"E
L159	290.000	N83° 54' 19.97"E
L160	83.040	S4° 28' 13.18"E
L161	101.049	S6° 05' 40.03"E
L162	484.247	S6° 05' 40.03"E
L163	167.896	S6° 05' 40.03"E
L164	49.916	S36° 40' 47.57"E
L165	28.227	N85° 31' 46.82"E
L166	214.170	S77° 50' 35.72"E
L167	15.072	S77° 50' 35.72"E
L168	41.521	N86° 01' 51.00"E
L169	92.795	S12° 09' 24.28"W
L170	346.890	S6° 05' 40.03"E
L171	158.158	N83° 54' 19.97"E
L172	78.934	N86° 01' 51.01"E
L173	290.000	N86° 01' 51.00"E
L174	95.621	S1° 22' 35.30"W
L175	64.062	S3° 58' 09.00"E
L176	537.015	S3° 58' 09.00"E
L177	698.547	S3° 58' 09.00"E
L178	125.000	S3° 58' 09.00"E
L179	745.937	S3° 58' 09.00"E
L180	51.616	S1° 52' 46.73"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L181	530.000	N14° 02' 45.04"E
L182	240.000	S75° 57' 14.96"E
L183	290.000	S75° 57' 14.96"E
L184	86.187	S75° 57' 14.96"E
L185	91.418	N86° 08' 03.27"E
L186	240.000	S3° 51' 56.73"E
L187	290.000	S3° 51' 56.73"E
L188	240.000	S3° 51' 56.73"E
L189	170.375	S86° 08' 03.27"W
L190	25.000	S3° 51' 56.73"E
L191	580.000	N14° 02' 45.04"E
L192	306.126	N14° 02' 45.04"E
L193	189.181	N14° 02' 45.04"E
L194	240.000	S75° 57' 14.96"E
L195	290.000	N14° 02' 45.04"E
L196	290.000	N14° 02' 45.04"E
L197	290.000	N14° 02' 45.04"E
L198	255.307	N14° 02' 45.04"E
L199	131.094	N14° 02' 45.04"E
L200	190.000	S75° 57' 14.96"E
L201	302.732	S14° 02' 45.04"W
L202	59.835	S86° 08' 03.27"W
L203	86.187	N75° 57' 14.96"W
L204	186.899	S75° 57' 14.96"E
L205	242.130	N86° 08' 03.27"E
L206	297.285	N83° 54' 19.97"E
L207	370.000	N83° 54' 19.97"E
L208	70.991	N83° 54' 19.97"E
L209	180.974	N53° 19' 12.43"E
L210	9.998	N53° 19' 12.43"E
L211	374.499	N86° 01' 51.00"E
L212	208.501	N86° 01' 51.00"E
L213	124.658	S75° 57' 14.96"E
L214	290.000	S75° 57' 14.96"E
L215	290.000	S75° 57' 14.96"E

LINE TABLE		
LINE #	DISTANCE	BEARING
L216	186.899	S75° 57' 14.96"E
L217	242.130	N86° 08' 03.27"E
L218	205.000	N6° 05' 40.03"W
L219	114.121	N6° 05' 40.03"W
L220	23.223	S83° 54' 19.97"W
L221	320.000	N83° 54' 19.97"E
L222	155.000	S6° 05' 40.03"E
L223	456.920	S6° 05' 40.03"E
L224	286.357	S6° 05' 40.03"E
L225	133.643	S6° 05' 40.03"E
L226	240.000	S83° 54' 19.97"W
L227	251.951	S83° 54' 19.97"W
L228	25.000	S6° 05' 40.03"E
L229	323.396	N6° 05' 40.03"W
L230	300.477	S83° 54' 19.97"W
L231	96.604	N6° 05' 40.03"W
L232	240.000	N83° 54' 19.97"E
L233	190.130	S32° 40' 25.36"E
L234	290.136	S32° 40' 25.36"E
L235	290.580	S32° 40' 25.36"E
L236	190.000	S3° 58' 09.00"E
L237	9.513	S3° 58' 09.00"E
L238	51.705	S41° 20' 47.01"E
L239	238.809	S41° 20' 47.01"E
L240	130.647	S86° 01' 51.00"W
L241	243.658	S57° 19' 34.64"W
L242	192.216	S57° 19' 34.64"W
L243	28.473	S83° 54' 19.97"W
L244	390.000	S83° 54' 19.97"W
L245	557.181	N6° 05' 40.03"W
L246	190.972	N53° 19' 12.43"E
L247	374.499	N86° 01' 51.00"E
L248	101.464	N53° 19' 12.43"E
L249	225.200	N86° 01' 51.00"E
L250	16.558	N48° 39' 12.99"E



LEGEND

- PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED 5' W.M.E.
- 100' YR FLOODPLAIN BOUNDARY
- PROP. LOCATION OF MAIL KIOSKS
- STREET NAME CHANGE

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 10"x10", EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25"x25".
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 - THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCE MANAGEMENT AGENCY.
 - A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.

STREET CENTERLINE CURVE TABLES

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	N88° 36' 54.00"E	322.94	323.095	3000.00	323.09
C2	S86° 09' 24.45"E	159.05	159.608	550.00	159.61
C3	S83° 14' 00.21"E	112.72	112.891	600.00	112.89
C4	N89° 38' 18.47"E	169.84	169.870	2800.00	169.87
C5	N87° 23' 01.00"E	50.51	50.516	2800.00	50.52
C6	S84° 32' 37.30"E	188.19	188.894	630.00	188.89
C7	S5° 16' 56.61"E	14.17	14.173	500.00	14.17
C8	S13° 50' 38.46"E	249.46	250.222	925.00	250.22
C9	S5° 16' 56.61"E	5.95	5.953	210.00	5.95
C10	S21° 23' 13.80"E	211.00	213.527	400.00	213.53
C11	S86° 09' 24.45"E	104.10	104.471	360.00	104.47
C12	S85° 54' 22.36"E	221.61	222.346	790.00	222.35
C13	S3° 01' 52.12"W	95.16	95.563	300.00	95.56
C14	S51° 05' 40.03"E	70.71	78.540	50.00	78.54
C15	N84° 58' 05.49"E	11.13	11.128	300.00	11.13
C16	S1° 17' 46.85"E	23.32	23.325	250.00	23.32

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C17	S1° 02' 41.13"E	25.51	25.520	250.00	25.52
C18	N59° 02' 45.04"E	70.71	78.540	50.00	78.54
C19	S84° 54' 35.84"E	203.93	204.764	655.00	204.76
C20	S48° 51' 56.73"E	70.71	78.540	50.00	78.54
C21	S41° 08' 03.27"W	70.71	78.540	50.00	78.54
C22	N59° 02' 45.04"E	70.71	78.540	50.00	78.54
C23	N59° 02' 45.04"E	70.71	78.540	50.00	78.54
C24	S30° 57' 14.96"E	70.71	78.540	50.00	78.54
C25	S50° 05' 24.16"W	58.84	62.909	50.00	62.91
C26	N84° 54' 35.84"W	113.64	114.105	365.00	114.10
C27	S84° 54' 35.84"E	95.25	95.642	305.94	95.64
C28	N71° 45' 55.97"E	441.63	444.954	1050.00	444.95
C29	N56° 28' 22.20"E	115.49	115.553	1050.00	115.55
C30	N69° 40' 31.72"E	422.39	428.182	750.00	428.18
C31	N88° 57' 18.87"E	77.04	77.071	755.00	77.07
C32	S82° 02' 14.12"E	160.02	160.317	755.00	160.32

Drawing: J:\Jobs\SR22001_Chambers Grower3_Design\32_Preliminary\Plot\SR22001-C-PPLA1
Last Saved by: Mmartinez
Last Saved: 4/27/2022 10:30 AM
Plot Date/Time: 4/27/2022 10:31 AM

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

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.

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

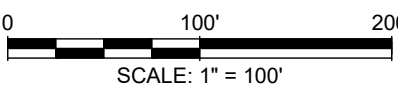
City Secretary

This Plan is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. However, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

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

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

THAT acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.



NOTES:

1. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
2. ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25'x25'.
3. ALL CURB RADIi AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
4. THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.

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APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

267 ACRES CONTAINING LOTS 1-29, BLK A, LOTS 1-30, BLK B; LOTS 1-19, BLK C, LOTS 1-32, BLOCK D, LOTS 1-13, BLOCK E, LOTS 1-22, BLOCK F; LOTS 1-30, BLOCK G, LOTS 1-36, BLOCK H, LOTS 1-22, BLOCK I, LOTS 1-40, BLOCK J, LOTS 1-23, BLOCK K, LOTS 1-24, BLOCK L, LOTS 1-17, BLOCK M, LOTS 1-20, BLOCK N, LOTS 1-13, BLOCK O, LOTS 1-20, BLOCK P, LOTS 1-15, BLOCK Q, LOTS 1-22, BLOCK R, LOTS 1-19, BLOCK S, LOTS 1-30, BLOCK T, LOTS 1-15, BLOCK U, LOTS 1-19, BLOCK V, LOTS 1-33, BLOCK W, LOTS 1-10, BLOCK X, LOTS 1-34, BLOCK Y, LOTS 1-22, BLOCK Z, LOTS 106, BLOCK AA; LOTS 1-16, BLOCK BB; LOTS 1-12, BLOCK CC, LOTS 1-28, BLOCK DD, FOR A TOTAL OF 661 RESIDENTIAL LOTS, 1 MULTI-FAMILY RESIDENCE LOT AND 19X COMMON LOTS

ANNA, COLLIN COUNTY, TEXAS

CONTACT: DAVIS WIGGINS
EMAIL: DWIGGINS@STRATFORDLAND.COM

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 7503
FRISCO OFFICE PHONE: (469) 213-1800

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

SHEET

7. --

1



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Crystal Park, Phase 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

172 Single-family dwelling, detached lots and seven common area lots on 54.3± acres located on the west side of S. Standridge Boulevard (CR 286), 1,030± feet south of W. White Street. Zoned: Planned Development-SF-60 Single-Family Residence District/SF-72 Single-Family Residence District (PD-SF-60/SF-72) (Ord. No. 969-2022).

The purpose of the Preliminary Plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached 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 Preliminary Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Crystal Park Phase 1 Locator Map
2. RESOLUTION (PP) Crystal Park, Phase 1
3. Exhibit A (Stamped) - PP (Crystal Park Phase 1)

APPROVALS:

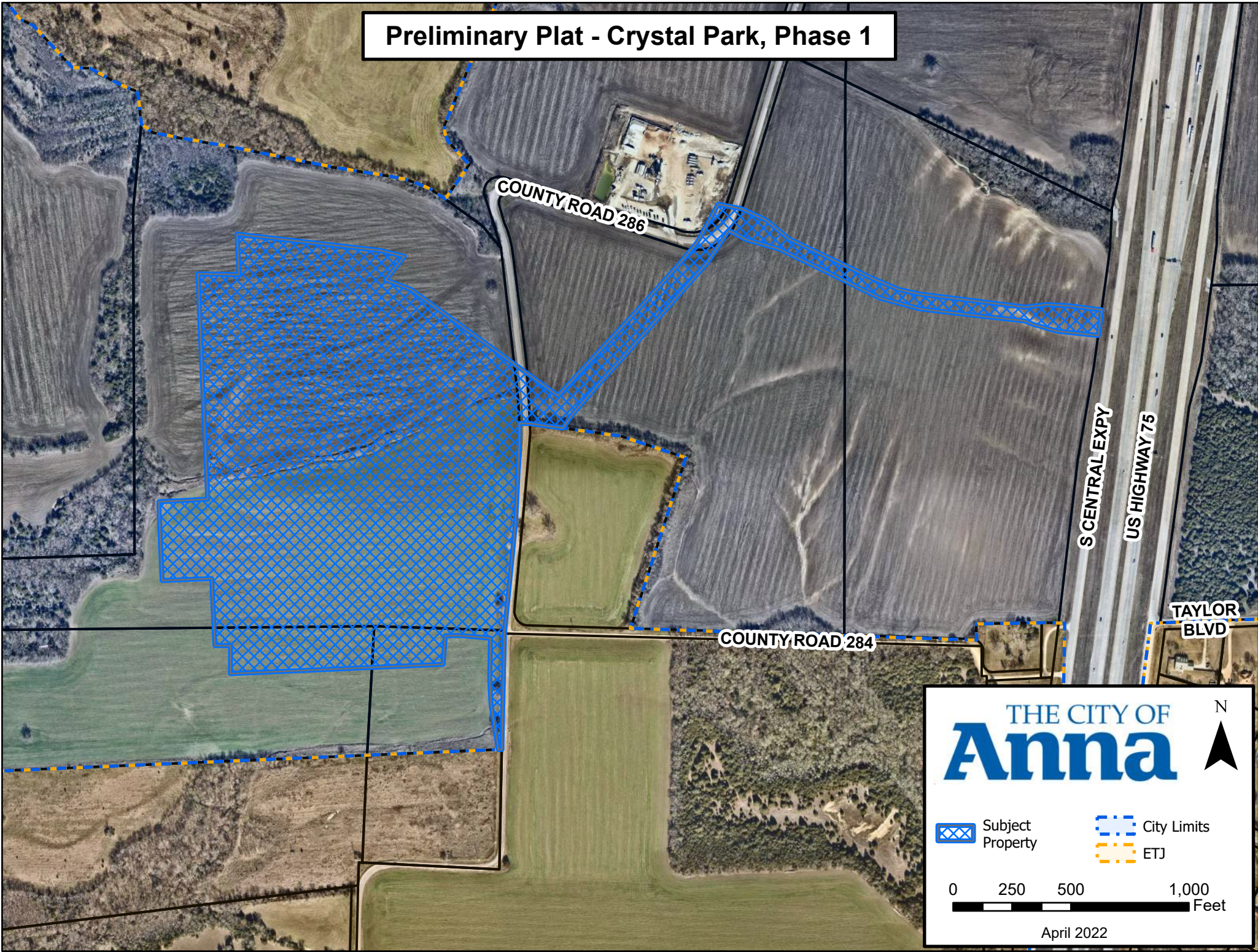
Salena Tittle, Planner II

Created/Initiated - 4/28/2022

Jim Proce, City Manager

Final Approval - 5/4/2022

Preliminary Plat - Crystal Park, Phase 1



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 250 500 1,000 Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CRYSTAL PARK, PHASE 1, PRELIMINARY PLAT.

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

WHEREAS, Bloomfield Homes, LP has submitted an application for approval of the Crystal Park, Phase 1, Preliminary Plat; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Preliminary Plat

The City Council hereby approves the Crystal Park, Phase 1, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of May, 2022.

ATTEST:

APPROVED:

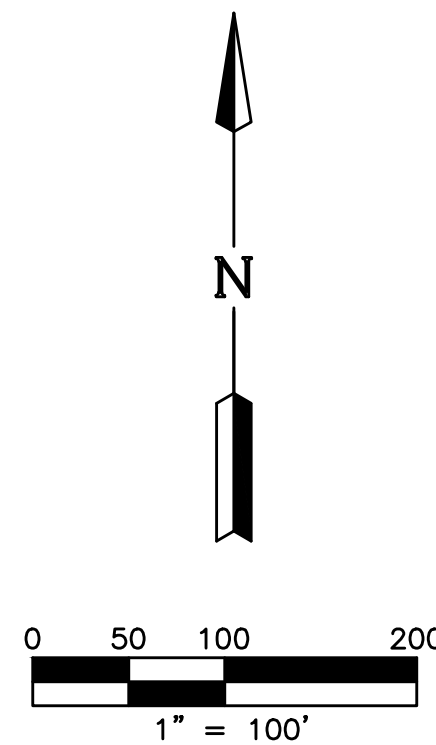
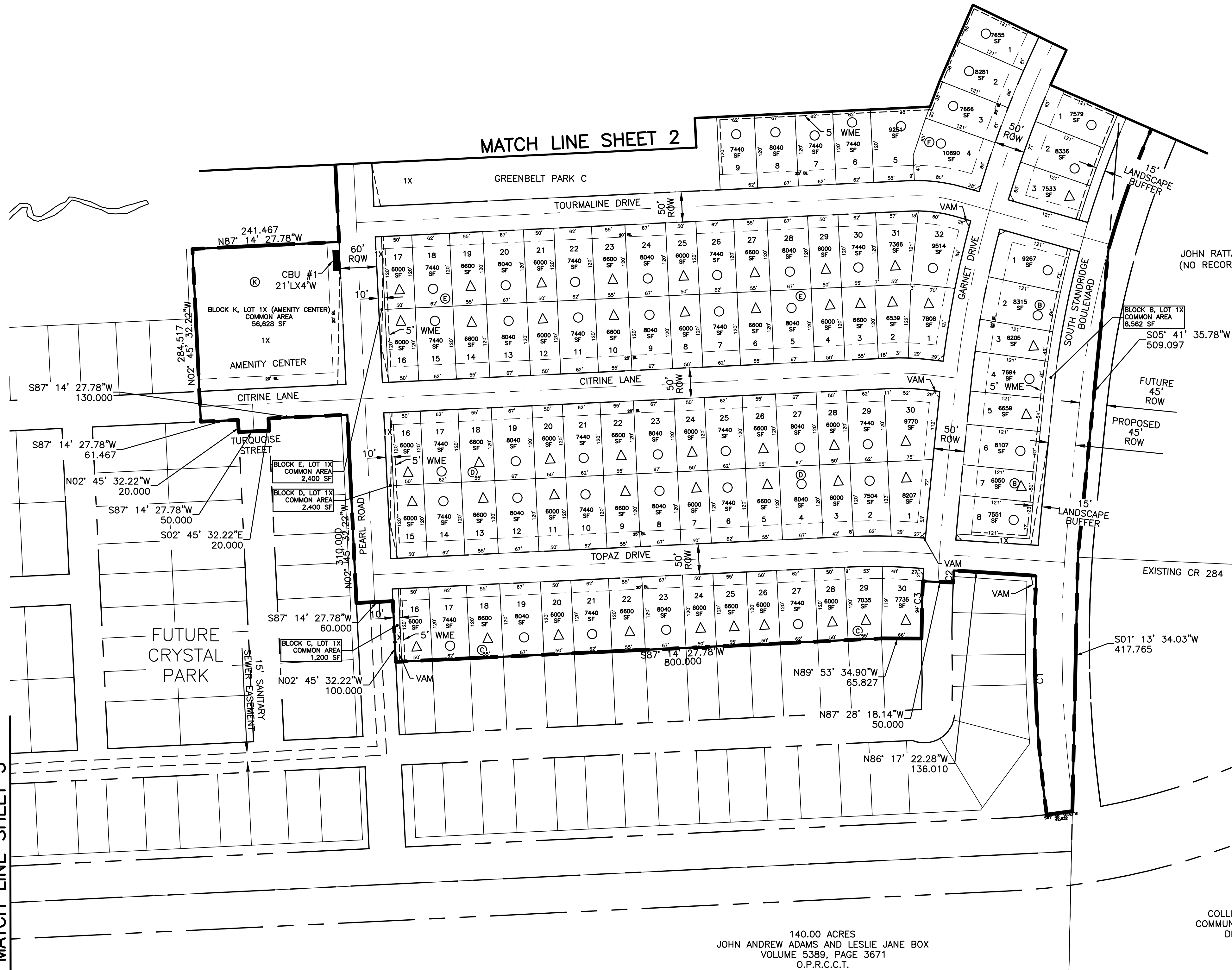
City Secretary, Carrie L. Land

Mayor, Nate Pike

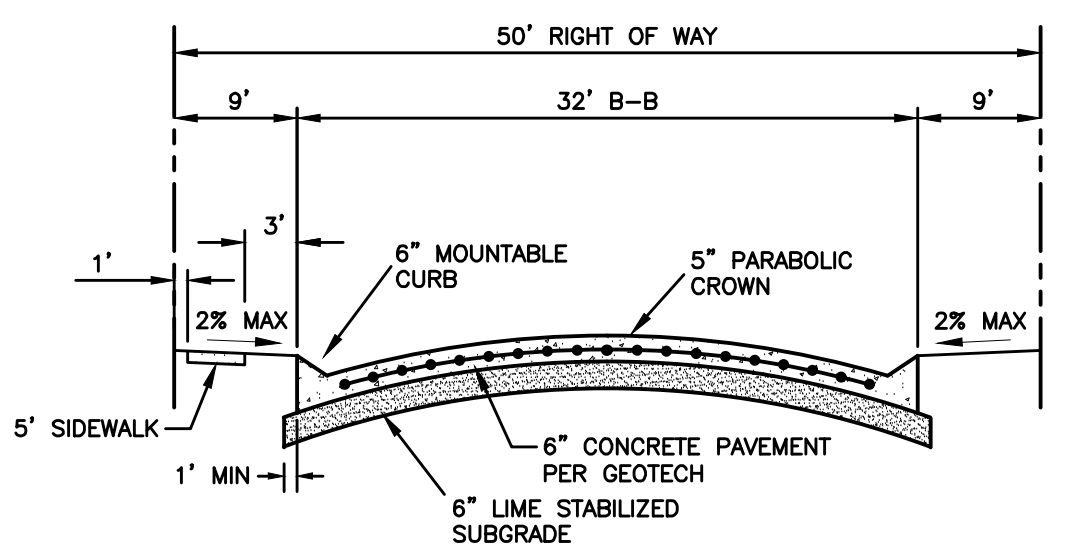
Date: Wed, 20 Apr 2022 - 8:00pm User Name: Ifreeman
Path Name: S:\NTX-LAND\0186\400\LAND\415 Preliminary Plat\Phase 1\0186PL\KMD1.dwg

EXHIBIT A

MATCH LINE SHEET 3



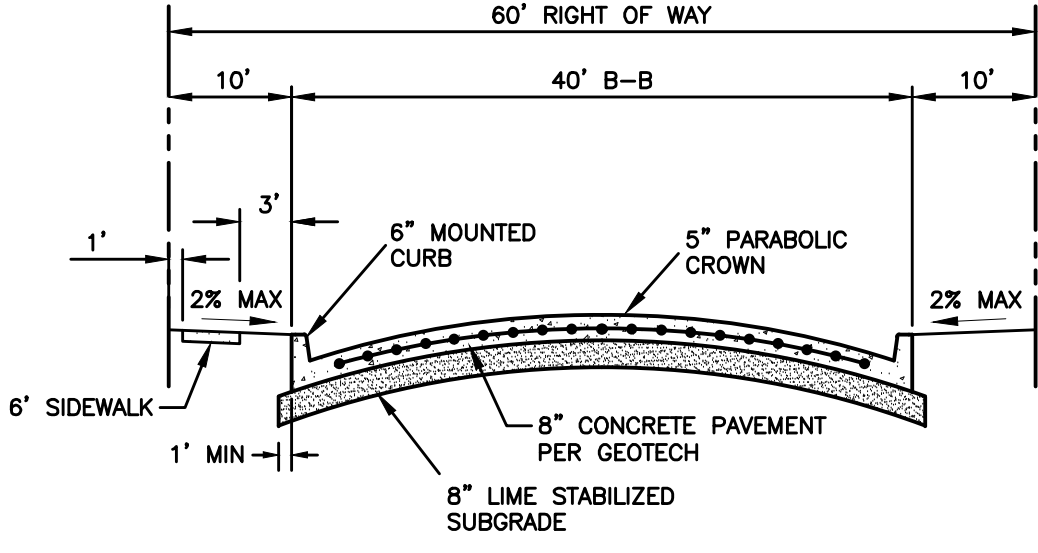
LOCAL RESIDENTIAL STREET SECTION (50' ROW)



NOTES:

1. A 5' SIDEWALK SHALL BE PROVIDED ALONG ONE SIDE OF LOCAL RESIDENTIAL STREETS.
2. REFER TO EXHIBIT K: PARKS, TRAILS AND CONNECTIVITY PLAN FOR GENERAL LOCATIONS.
3. ROLLOVER CURB SHALL BE PROVIDED ON RESIDENTIAL STREETS WHEN THERE IS LOT FRONTAGE.
4. THE PAVEMENT WIDTH SHALL BE REDUCED TO 31' B-B AND STANDARD CURB TO BE INSTALLED WHEN THERE IS NO LOT FRONTAGE.

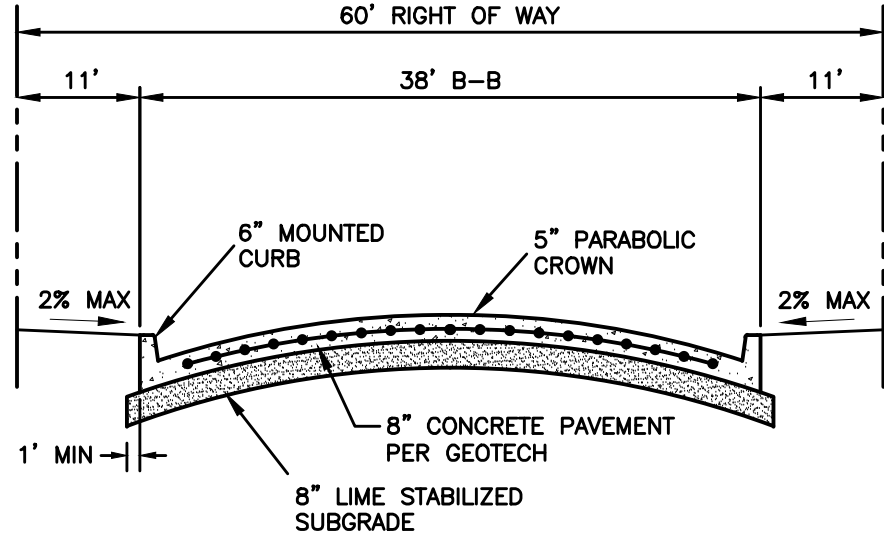
LOCAL COLLECTOR STREET SECTION (60' ROW)



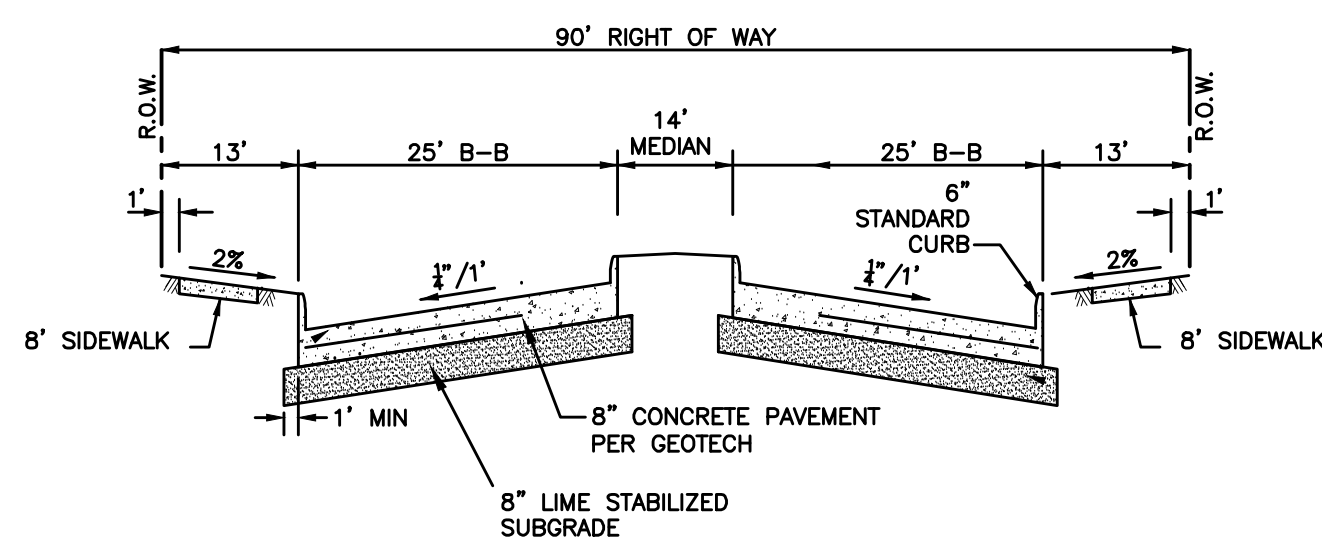
NOTES:

1. A 6' WIDE SIDEWALK SHALL BE PROVIDED ALONG ONE SIDE OF THE LOCAL COLLECTOR STREET SECTION.
2. REFER TO EXHIBIT K: PARKS, TRAILS AND CONNECTIVITY PLAN FOR GENERAL LOCATIONS.

MINOR COLLECTOR STREET SECTION (60' ROW)

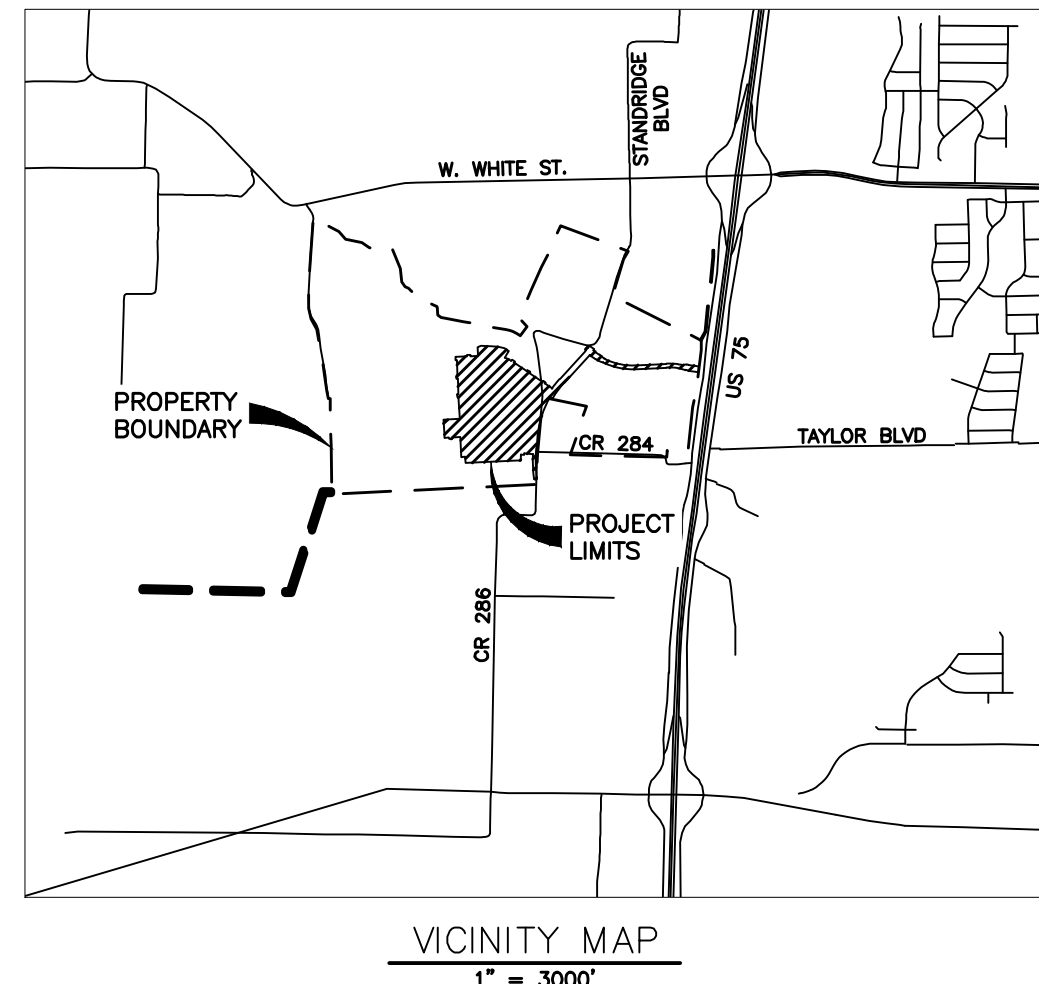


MINOR ARTERIAL STREET SECTION (90' ROW)



NOTES:

1. REFER TO EXHIBIT K: PARKS, TRAIL AND CONNECTIVITY PLAN FOR GENERAL LOCATIONS.



LAND USE DATA TABLE

AREA DESCRIPTION	# OF LOTS (PH 1)	# OF LOTS (OVERALL)	AREA (PH 1)
SINGLE FAMILY LOTS	171	953*	28.112 AC
SF-60	122	419	-
SF-72	49	290	-
SF-84	-	149	-
SF-10.5	-	95	-
AMENITY CENTER	1	-	1.300 AC
OPEN SPACE LOTS	7	-	6.766 AC
ROW AREA	-	-	18.110 AC
			TOTAL PH 1 = 54.288 AC

NOTE: CRYSTAL PARK OVERALL LOT TOTALS ARE SUBJECT TO CHANGE AT TIME OF PRELIMINARY PLAT/FINAL PLAT FOR FUTURE PHASES. OVERALL LOT TOTALS SHALL MEET THE MINIMUM AND MAXIMUMS LOT TOTALS BY PHASE SET FORTH BY THE CRYSTAL PARK DEVELOPMENT AGREEMENT.

PRELIMINARY PLAT NOTES:

1. THE LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO MINOR CHANGE WITH THE APPROVAL OF THE PLANNING DIRECTOR AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN.
2. LOT DEPTHS AND WIDTHS ARE SUBJECT TO CHANGE WITH FINAL PLAT PROVIDED THEY MEET CURRENT ZONING REQUIREMENTS.
3. PHASING IS SUBJECT TO CHANGE AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN. EACH PHASE SHALL BE ABLE TO PROVIDE SAFE ACCESS AND CITY SERVICES.
4. THE HOMEOWNERS ASSOCIATION (HOA) WILL OWN AND MAINTAIN ALL COMMON OPEN SPACE (X) LOTS.
5. ALL EASEMENTS ARE PUBLIC UNLESS OTHERWISE NOTED. WATER, SEWER AND DRAINAGE EASEMENTS SHALL BE EXCLUSIVE OF FRANCHISE UTILITIES.
6. EASEMENT LOCATIONS ARE SUBJECT TO CHANGE WITH THE FINAL PLAT.
7. 10' UTILITY EASEMENTS ARE PROPOSED ADJACENT TO RIGHT OF WAY WITH LOT FRONTAGE.
8. WALLS OVER 4' IN HEIGHT SHALL BE OWNED AND MAINTAINED BY THE HOA. IRON FENCING IS TO BE OWNED AND MAINTAINED BY THE HOA. UNIFORM WOOD FENCING ADJACENT TO HOA COMMON AREA LOTS RUNNING PARALLEL TO THE 4 PRIMARY STREETS SHALL BE OWNED AND MAINTAINED BY HOA.
9. FUTURE PHASING IS SUBJECT TO CHANGE AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN.
10. REFER TO EXHIBIT K: PARKS, TRAIL AND CONNECTIVITY PLAN FOR GENERAL LOCATIONS.
11. FRONT BUILDING SETBACKS SHALL BE A MINIMUM OF 20 FEET WHERE NO SIDEWALK IS PROVIDED BETWEEN BUILDING FACE AND STREET CURB. FRONT BUILDING SETBACKS SHALL BE A MINIMUM OF 25 FEET WHERE A SIDEWALK IS PROVIDED BETWEEN BUILDING FACE AND STREET CURB.

PRELIMINARY PLAT FOR CRYSTAL PARK PHASE 1

LOTS 1-3, 1X, BLOCK A; LOTS 1-8, 1X, BLOCK B; LOTS 16-30, 1X, BLOCK C; LOTS 1-30, 1X, BLOCK D; LOTS 1-32, 1X, BLOCK E; LOTS 1-29, 1X, BLOCK F; LOTS 1-21, 1X, BLOCK G; LOTS 1-25, 1X BLOCK H; LOT 1-8, BLOCK J; LOT 1X, BLOCK K;

OUT OF THE T. RATTAN SURVEY, ABSTRACT NO. 782, J. COFFMAN SURVEY, ABSTRACT NO. 197, W. KITCHINGS SURVEY, ABSTRACT NO. 504, J. ELLETT SURVEY, ABSTRACT NO. 295

AND IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS 28.112 ACRES / 171 RESIDENTIAL LOTS 7 COMMON AREA LOTS / 6.766 ACRES GROSS AREA: 54.288 ACRES ZONING: ORD. NO. 969-2022

DEVELOPER: DOUGLAS PROPERTIES 2309 K. AVENUE, SUITE 100 PLANO, TX 75074 OFFICE: (972)-422-1658 OWNER: BLOOMFIELD HOMES, LP 1050 E. SH. 114, SUITE 210 SOUTH LAKE, TX 76092 OFFICE: (817)-416-1572

LJA Engineering, Inc.

6060 North Central Expressway Suite 440 Dallas, Texas 75206 Contact: Taylor Freeman

Phone 469.621.0710

FRN - F-1386 Office: 214-451-0868

APPROVED MAY 10, 2022 CITY COUNCIL CITY OF ANNA

APPROVED MAY 2, 2022 P&Z COMMISSION CITY OF ANNA

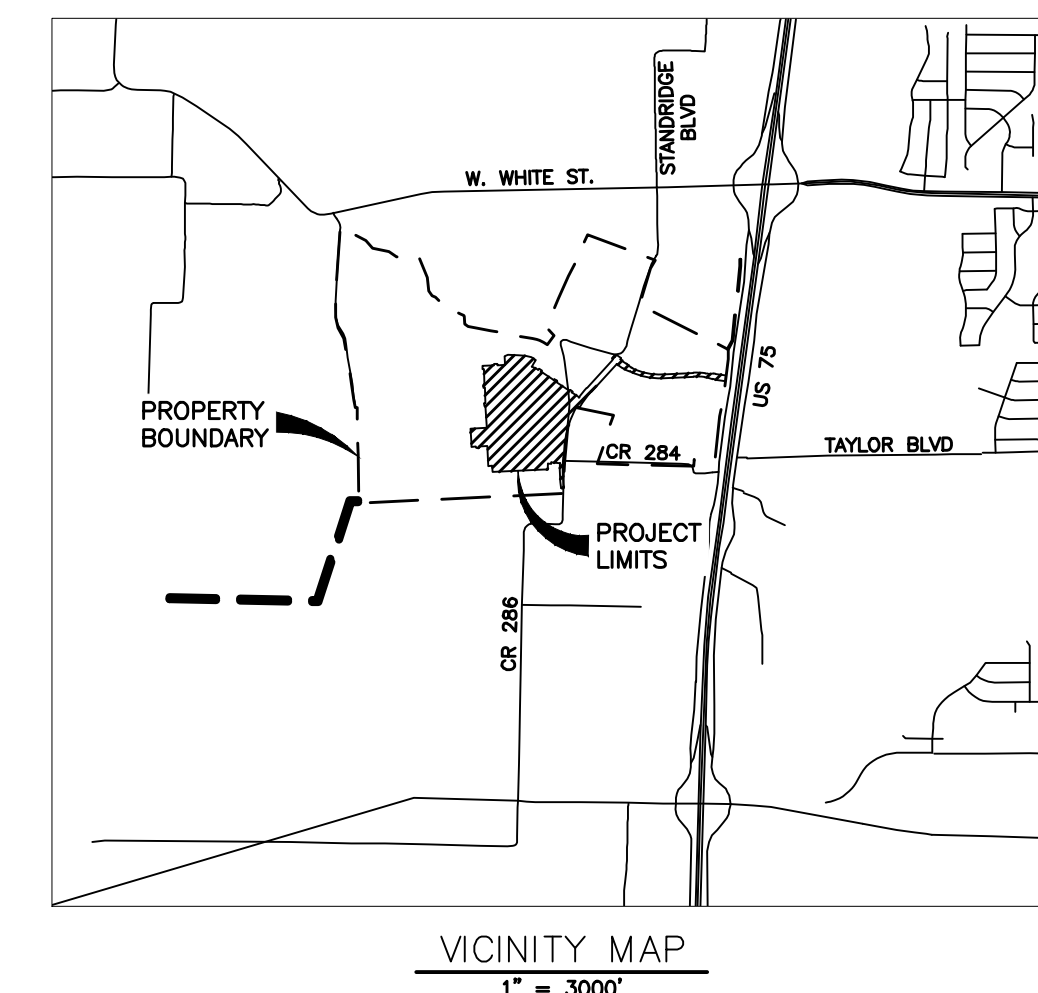
PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF TAYLOR R. FREEMAN, TEXAS P.E. #139214 ON 4/20/2022 THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.

CITY PROJECT NO. NT080-0186

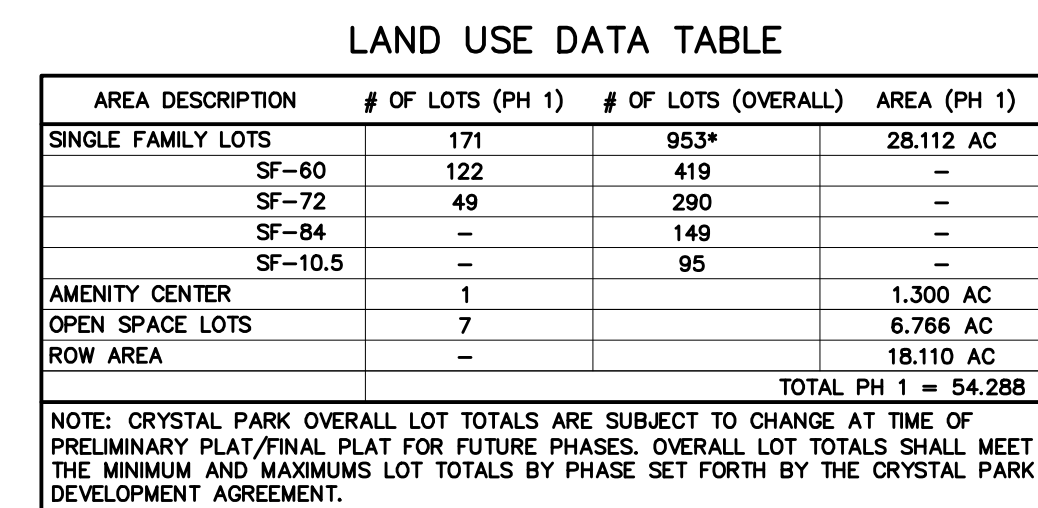
APRIL 2022

SCALE: 1" = 100' SHEET 1 OF 4



NOTES:

1. REFER TO EXHIBIT K: PARKS, TRAIL AND CONNECTIVITY PLAN FOR GENERAL LOCATIONS.



LEGEND

◆ STREET CHANGE

60' (TYP)

120'

20' REAR SETBACK (TYP)

20' FRONT SETBACK (MIN)

15' CORNER SETBACK (TYP)

10' UE

STANDARD PD (SF-60)

MINIMUM SETBACKS

TABLE 2
MINIMUM SIGHT DISTANCE FOR A CAR AT AN INTERSECTION

SPSS	I
10	115 + 250(3-SPSS)
20	130 + 250(3-SPSS)
40	150 + 250(3-SPSS)
60	165 + 400(3-SPSS)
80	180 + 475(3-SPSS)

(WORLD P.V.B. BASIC REACTION DISTANCE + DESIRED DELAY DISTANCE)

DEVELOPER:	OWNER:
DOUGLAS PROPERTIES	BLOOMFIELD HOMES, LP
2309 K. AVENUE, SUITE 100	1050 E. SH. 114, SUITE 210
PLANO, TX 75074	SOUTHLAKE, TX 76092
OFFICE: (972)-422-1658	OFFICE: (817)-416-1572

LJA Engineering, Inc. 
6060 North Central Expressway Phone 469.621.0710
Suite 440
Dallas, Texas 75206 FRN - F-1386
Contact: Taylor Freeman Office: 214-451-0868

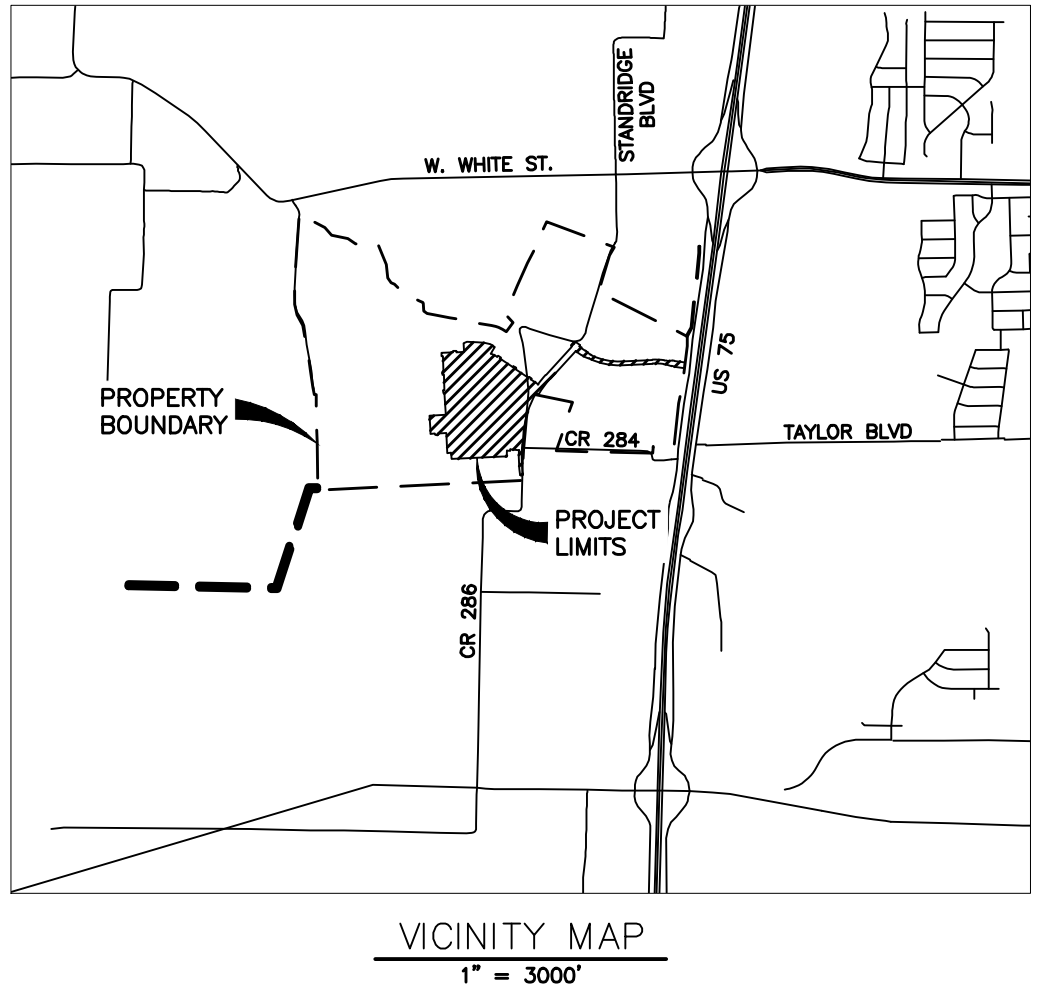
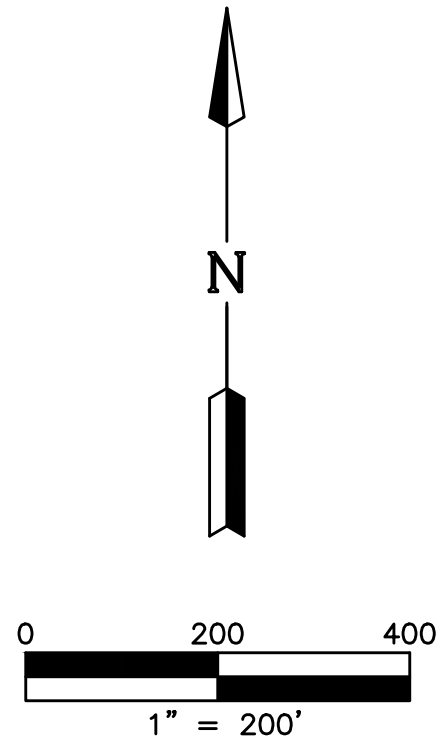
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APPROVED
MAY 2, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

Date\\time : Wed, 20 Apr 2022 - 8:01pm User Name : Ifreeman
Path\\Name : SANITX-LAND\\0186\\400LAND\\415 Preliminary Plat\\Phase 1\\0186PPL\\KMD1.dwg



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Data\Time : Wed, 20 Apr, 2022 - 8:01pm User Name : ifreeman
Print Name : SANITX-LAND\G168-400-LAND\415 Preliminary Plat\Phase 1\0168P1KWD1.dwg

SINGLE FAMILY		
BLOCK & LOT NUMBERS	AREA	
BLOCK A LOT 1	7,579 SF	
BLOCK A LOT 2	8,336 SF	
BLOCK A LOT 3	7,533 SF	
BLOCK B LOT 1	9,267 SF	
BLOCK B LOT 2	8,315 SF	
BLOCK B LOT 3	6,205 SF	
BLOCK B LOT 4	7,694 SF	
BLOCK B LOT 5	6,659 SF	
BLOCK B LOT 6	8,107 SF	
BLOCK B LOT 7	6,050 SF	
BLOCK B LOT 8	7,551 SF	
BLOCK C LOT 16	6,000 SF	
BLOCK C LOT 17	7,440 SF	
BLOCK C LOT 18	6,600 SF	
BLOCK C LOT 19	8,040 SF	
BLOCK C LOT 20	6,000 SF	
BLOCK C LOT 21	7,440 SF	
BLOCK C LOT 22	6,600 SF	
BLOCK C LOT 23	8,040 SF	
BLOCK C LOT 24	6,000 SF	
BLOCK C LOT 25	6,600 SF	
BLOCK C LOT 26	6,000 SF	
BLOCK C LOT 27	7,440 SF	
BLOCK C LOT 28	6,000 SF	
BLOCK C LOT 29	7,035 SF	
BLOCK C LOT 30	7,735 SF	
BLOCK D LOT 1	8,207 SF	
BLOCK D LOT 2	7,504 SF	
BLOCK D LOT 3	6,000 SF	
BLOCK D LOT 4	8,040 SF	
BLOCK D LOT 5	6,600 SF	
BLOCK D LOT 6	7,440 SF	
BLOCK D LOT 7	6,000 SF	
BLOCK D LOT 8	8,040 SF	
BLOCK D LOT 9	6,600 SF	
BLOCK D LOT 10	7,440 SF	
BLOCK D LOT 11	6,000 SF	
BLOCK D LOT 12	8,040 SF	
BLOCK D LOT 13	6,600 SF	
BLOCK D LOT 14	7,440 SF	

SINGLE FAMILY		
BLOCK & LOT NUMBERS	AREA	
BLOCK D LOT 15	6,000 SF	
BLOCK D LOT 16	6,000 SF	
BLOCK D LOT 17	7,440 SF	
BLOCK D LOT 18	6,600 SF	
BLOCK D LOT 19	8,040 SF	
BLOCK D LOT 20	6,000 SF	
BLOCK D LOT 21	7,440 SF	
BLOCK D LOT 22	6,600 SF	
BLOCK D LOT 23	8,040 SF	
BLOCK D LOT 24	6,000 SF	
BLOCK D LOT 25	7,440 SF	
BLOCK D LOT 26	6,600 SF	
BLOCK D LOT 27	8,040 SF	
BLOCK D LOT 28	6,000 SF	
BLOCK D LOT 29	7,440 SF	
BLOCK D LOT 30	9,770 SF	
BLOCK E LOT 1	7,808 SF	
BLOCK E LOT 2	6,539 SF	
BLOCK E LOT 3	6,600 SF	
BLOCK E LOT 4	6,000 SF	
BLOCK E LOT 5	6,600 SF	
BLOCK E LOT 6	6,600 SF	
BLOCK E LOT 7	7,440 SF	
BLOCK E LOT 8	6,000 SF	
BLOCK E LOT 9	8,040 SF	
BLOCK E LOT 10	6,600 SF	
BLOCK E LOT 11	7,440 SF	
BLOCK E LOT 12	6,000 SF	
BLOCK E LOT 13	8,040 SF	
BLOCK E LOT 14	6,600 SF	
BLOCK E LOT 15	7,440 SF	
BLOCK E LOT 16	6,000 SF	
BLOCK E LOT 17	6,000 SF	
BLOCK E LOT 18	7,440 SF	
BLOCK E LOT 19	6,600 SF	
BLOCK E LOT 20	8,040 SF	
BLOCK E LOT 21	6,000 SF	
BLOCK E LOT 22	7,440 SF	
BLOCK E LOT 23	6,600 SF	
BLOCK E LOT 24	8,040 SF	

SINGLE FAMILY		
BLOCK & LOT NUMBERS	AREA	
BLOCK E LOT 25	6,000 SF	
BLOCK E LOT 26	7,440 SF	
BLOCK E LOT 27	6,600 SF	
BLOCK E LOT 28	8,040 SF	
BLOCK E LOT 29	6,000 SF	
BLOCK E LOT 30	7,440 SF	
BLOCK E LOT 31	7,366 SF	
BLOCK E LOT 32	9,514 SF	
BLOCK F LOT 1	7,655 SF	
BLOCK F LOT 2	8,261 SF	
BLOCK F LOT 3	7,666 SF	
BLOCK F LOT 4	10,890 SF	
BLOCK F LOT 5	9,251 SF	
BLOCK F LOT 6	7,440 SF	
BLOCK F LOT 7	7,440 SF	
BLOCK F LOT 8	8,040 SF	
BLOCK F LOT 9	7,440 SF	
BLOCK F LOT 10	6,000 SF	
BLOCK F LOT 11	6,000 SF	
BLOCK F LOT 12	6,000 SF	
BLOCK F LOT 13	6,000 SF	
BLOCK F LOT 14	6,000 SF	
BLOCK F LOT 15	6,000 SF	
BLOCK F LOT 16	6,000 SF	
BLOCK F LOT 17	6,000 SF	
BLOCK F LOT 18	6,811 SF	
BLOCK F LOT 19	6,580 SF	
BLOCK F LOT 20	8,866 SF	
BLOCK F LOT 21	8,168 SF	
BLOCK F LOT 22	8,866 SF	
BLOCK F LOT 23	9,598 SF	
BLOCK F LOT 24	9,745 SF	
BLOCK F LOT 25	10,940 SF	
BLOCK F LOT 26	7,957 SF	
BLOCK F LOT 27	9,293 SF	
BLOCK F LOT 28	7,057 SF	
BLOCK F LOT 29	6,876 SF	
BLOCK G LOT 1	6,574 SF	
BLOCK G LOT 2	6,050 SF	
BLOCK G LOT 3	6,050 SF	

SINGLE FAMILY		
BLOCK & LOT NUMBERS	AREA	
BLOCK G LOT 4	6,050 SF	
BLOCK G LOT 5	6,050 SF	
BLOCK G LOT 6	6,050 SF	
BLOCK G LOT 7	6,050 SF	
BLOCK G LOT 8	6,050 SF	
BLOCK G LOT 9	6,050 SF	
BLOCK G LOT 10	6,050 SF	
BLOCK G LOT 11	6,050 SF	
BLOCK G LOT 12	6,050 SF	
BLOCK G LOT 13	6,050 SF	
BLOCK G LOT 14	6,050 SF	
BLOCK G LOT 15	6,050 SF	
BLOCK G LOT 16	6,050 SF	
BLOCK G LOT 17	6,383 SF	
BLOCK G LOT 18	8,344 SF	
BLOCK G LOT 19	10,915 SF	
BLOCK G LOT 20	8,262 SF	
BLOCK G LOT 21	10,205 SF	
BLOCK H LOT 1	8,502 SF	
BLOCK H LOT 2	7,919 SF	
BLOCK H LOT 3	6,198 SF	
BLOCK H LOT 4	6,050 SF	
BLOCK H LOT 5	6,050 SF	
BLOCK H LOT 6	6,050 SF	
BLOCK H LOT 7	6,050 SF	
BLOCK H LOT 8	6,050 SF	
BLOCK H LOT 9	6,050 SF	
BLOCK H LOT 10	6,050 SF	
BLOCK H LOT 11	6,050 SF	
BLOCK H LOT 12	6,050 SF	
BLOCK H LOT 13	6,050 SF	
BLOCK H LOT 14	6,050 SF	
BLOCK H LOT 15	6,050 SF	
BLOCK H LOT 16	6,050 SF	
BLOCK H LOT 17	6,050 SF	
BLOCK H LOT 18	6,416 SF	
BLOCK H LOT 19	6,260 SF	
BLOCK H LOT 20	6,587 SF	
BLOCK H LOT 21	6,743 SF	
BLOCK H LOT 22	11,881 SF	

SINGLE FAMILY		
BLOCK & LOT NUMBERS	AREA	
BLOCK H LOT 23	8,265 SF	
BLOCK H LOT 24	7,688 SF	
BLOCK H LOT 25	9,232 SF	
BLOCK J LOT 1	8,505 SF	
BLOCK J LOT 2	8,267 SF	
BLOCK J LOT 3	8,257 SF	
BLOCK J LOT 4	8,279 SF	
BLOCK J LOT 5	8,956 SF	
BLOCK J LOT 6	7,317 SF	
BLOCK J LOT 7	7,559 SF	
BLOCK J LOT 8	7,326 SF	

OPEN SPACE			
BLOCK & LOT NUMBERS	AREA	AREA	
BLOCK A LOT 1X	39,841 SF	0.91 AC	
BLOCK B LOT 1X	8,562 SF	0.20 AC	
BLOCK C LOT 1X	1,200 SF	0.03 AC	
BLOCK D LOT 1X	2,400 SF	0.06 AC	
BLOCK E LOT 1X	2,400 SF	0.06 AC	
BLOCK F LOT 1X (GREENBELT PARK C)	235,506 SF	5.41 AC	
BLOCK G LOT 1X	2,420 SF	0.06 AC	
BLOCK H LOT 1X	2,420 SF	0.06 AC	
BLOCK K LOT 1X (AMENITY CENTER)	56,628 SF	1.30 AC	

RIGHT-OF-WAY		
BLOCK & LOT NUMBERS	AREA	AREA
ROW	766,833 SF	18.11 AC

EASEMENT LANGUAGE

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

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

EASEMENT LANGUAGE

ACCESS EASEMENT

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.

EXHIBIT A

RELIMINARY PROPERTY DESCRIPTION

WHEREAS BLOOMFIELD HOMES, L.P., F.A. MILLER, AND JOHN RATTAN AND SUE RATTAN ARE THE OWNERS OF A 54.288 ACRE TRACT OF LAND SITUATED IN THE T. RATTAN SURVEY, ABSTRACT NO. 782, THE J. COFFMAN SURVEY, ABSTRACT NO. 197, THE W. KITCHENS SURVEY, ABSTRACT NO. 504, AND THE J. ELLETT SURVEY, ABSTRACT NO. 295, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 243.477 ACRE TRACT OF LAND, CONVEYED TO BLOOMFIELD HOMES, L.P., AS RECORDED IN COUNTY CLERK'S FILE NO. 2021122002575780, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, PART OF A 116.974 ACRE TRACT OF LAND CONVEYED TO BLOOMFIELD HOMES, L.P., AS RECORDED IN COUNTY CLERK'S FILE NO. 2021122002551800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, PART OF THE REMAINDER OF A 148.68 ACRE TRACT OF LAND CONVEYED TO F.A. MILLER, AS RECORDED IN COUNTY CLERK'S FILE NO. 1996023102231110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF AN 11.75 TRACT OF LAND CONVEYED AS "TRACT 8" TO JOHN RATTAN AND SUE RATTAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 20090915001153020, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 54.288 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID=DF8982), AND DENTON CORS ARP (PID=DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 116.974 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 11.75 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 116.974 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 11.75 ACRE TRACT, BEARS SOUTH 18 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 800.06 FEET;

THENCE, NORTH 78 DEGREES 24 MINUTES 56 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID 116.974 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 11.75 ACRE TRACT, A DISTANCE OF 535.26 FEET TO THE **POINT OF BEGINNING**;

THENCE, NORTH 78 DEGREES 24 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 47.49 FEET TO A POINT FOR CORNER, AND THE BEING TO THE LEFT HAVING A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 06 SECONDS, A RADIUS OF 1500.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 22 DEGREES 43 MINUTES 42 SECONDS WEST, A DISTANCE OF 375.61 FEET;

THENCE, OVER AND ACROSS SAID 11.75 ACRE TRACT AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 376.60 FEET TO A POINT FOR CORNER ON THE EAST LINE OF AFORESAID 243.477 ACRE TRACT AND THE COMMON WEST LINE OF SAID 11.75 ACRE TRACT, SAID POINT BEING WITHIN COUNTY ROAD NO. 286, (A PRESCRIPTIVE RIGHT-OF-WAY, BY USE AND OCCUPATION);

THENCE, SOUTH 05 DEGREES 41 MINUTES 36 SECONDS WEST, ALONG SAID COMMON LINE, WITH SAID COUNTY ROAD NO. 286, A DISTANCE OF 509.10 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 11.75 ACRE TRACT, AND THE COMMON NORTHWEST CORNER OF A 97.682 ACRE TRACT OF LAND CONVEYED TO RATTAN PROPERTIES, LTD., AS RECORDED IN VOLUME 4620, PAGE 2729, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD NO. 286 AND COUNTY ROAD NO. 284, (A PRESCRIPTIVE RIGHT-OF-WAY, BY USE AND OCCUPATION);

THENCE, SOUTH 01 DEGREE 13 MINUTES 34 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID 243.477 ACRE TRACT AND THE COMMON WEST LINE OF SAID 97.682 ACRE TRACT, WITH SAID COUNTY ROAD NO. 286, A DISTANCE OF 417.77 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 243.477 ACRE TRACT, AFORESAID 116.974 ACRE TRACT, AND AFORESAID REMAINDER 148.68 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 81 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.53 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 02 MINUTES 28 SECONDS, A RADIUS OF 2045.00 FEET, AND A LONG CHORD THAT BEARS NORTH 02 DEGREES 30 MINUTES 37 SECONDS WEST, A DISTANCE OF 393.45 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 394.06 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 17 MINUTES 22 SECONDS WEST, A DISTANCE OF 136.01 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 31 MINUTES 31 SECONDS, A RADIUS OF 2181.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 02 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 28 MINUTES 18 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 25 MINUTES 17 SECONDS, A RADIUS OF 2235.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 01 DEGREE 19 MINUTES 03 SECONDS WEST, A DISTANCE OF 94.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 94.28 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 53 MINUTES 35 SECONDS WEST, A DISTANCE OF 65.83 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 800.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 310.00 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 61.47 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 284.52 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 241.47 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 337.72 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 242.00 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 242.00 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 185.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 121.00 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 136.71 FEET TO A

POINT FOR CORNER;

NORTH 88 DEGREES 44 MINUTES 29 SECONDS EAST, A DISTANCE OF 53.22 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 168.84 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 21 MINUTES 59 SECONDS EAST, A DISTANCE OF 100.54 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 16 MINUTES 07 SECONDS EAST, A DISTANCE OF 98.29 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 08 MINUTES 22 SECONDS EAST, A DISTANCE OF 87.00 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 11 MINUTES 39 SECONDS WEST, A DISTANCE OF 26.08 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 45.78 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 59 MINUTES 39 SECONDS WEST



Item No. 6.k.

City Council Agenda
Planning Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Revised Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Retail, restaurant, and medical office on one lot on 2.2± acres located at the northeast corner of W. White Street and Westfield Drive. Zoned: C-1 Restricted Commercial.

The purpose of the Revised Site Plan is to propose modifications to the Phase 2 layout to include a reduced building size, increased parking, and adding an outdoor patio area.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Revised Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Willow Creek Phase 1B Block G Lot 1R Locator Map
2. RESOLUTION - (RSP) Willow Creek Addition, Phase 1B, Block G, Lot 1R
3. Exhibit A (Stamped) - Willow Creek Addition Site Plan

Revised Site Plan - Willow Creek Addition, Phase 1B, Block G, Lot 1R



THE CITY OF
Anna

N



Subject
Property



City Limits



ETJ

0 100 200 400
Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R, REVISED SITE PLAN.

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

WHEREAS, Marcus Property Company LLC has submitted an application for the approval of the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Revised Site Plan; 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 Site Plan

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

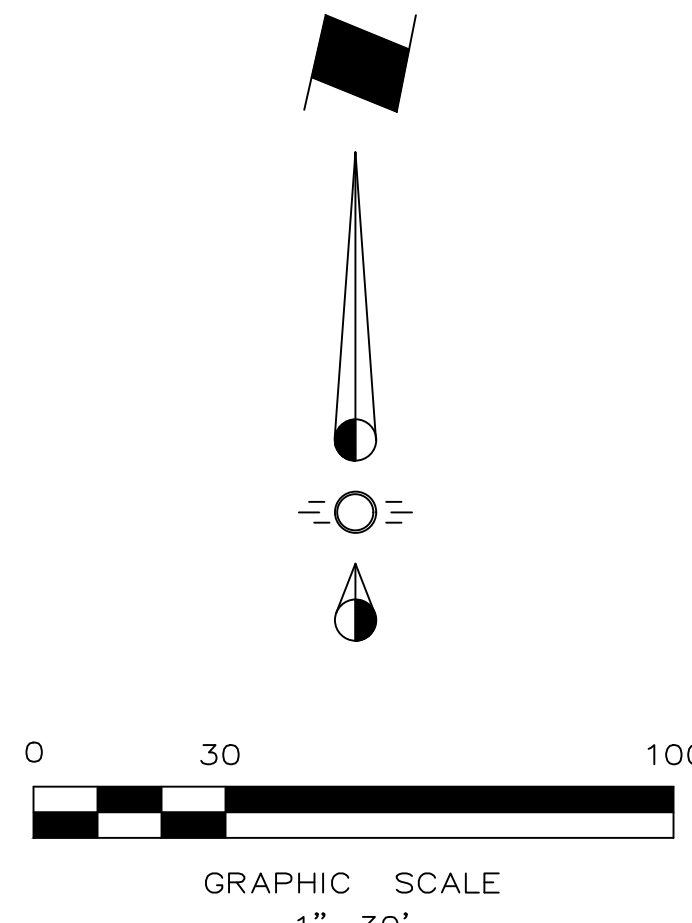
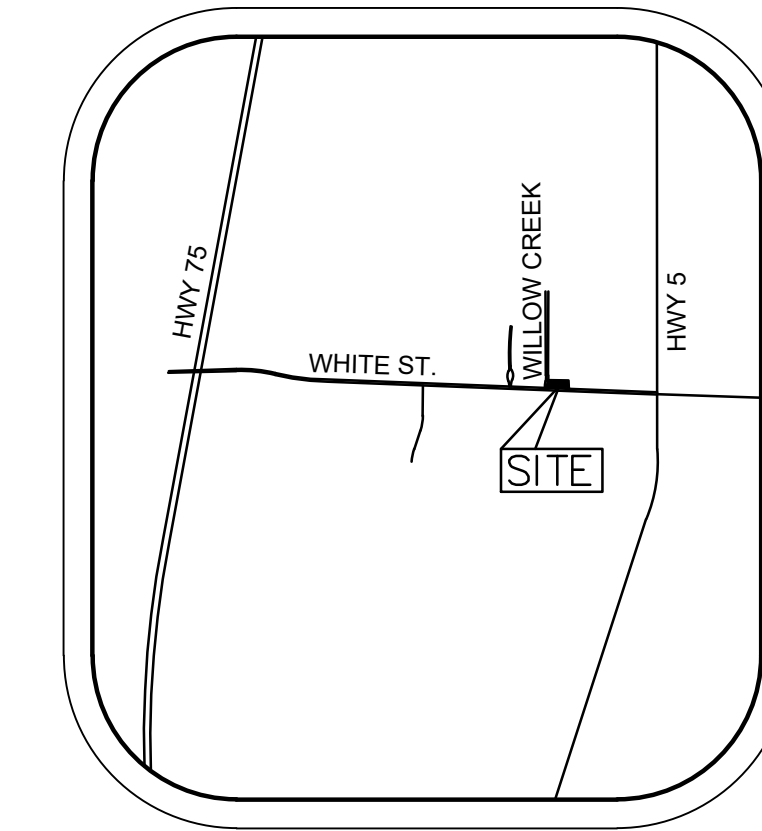
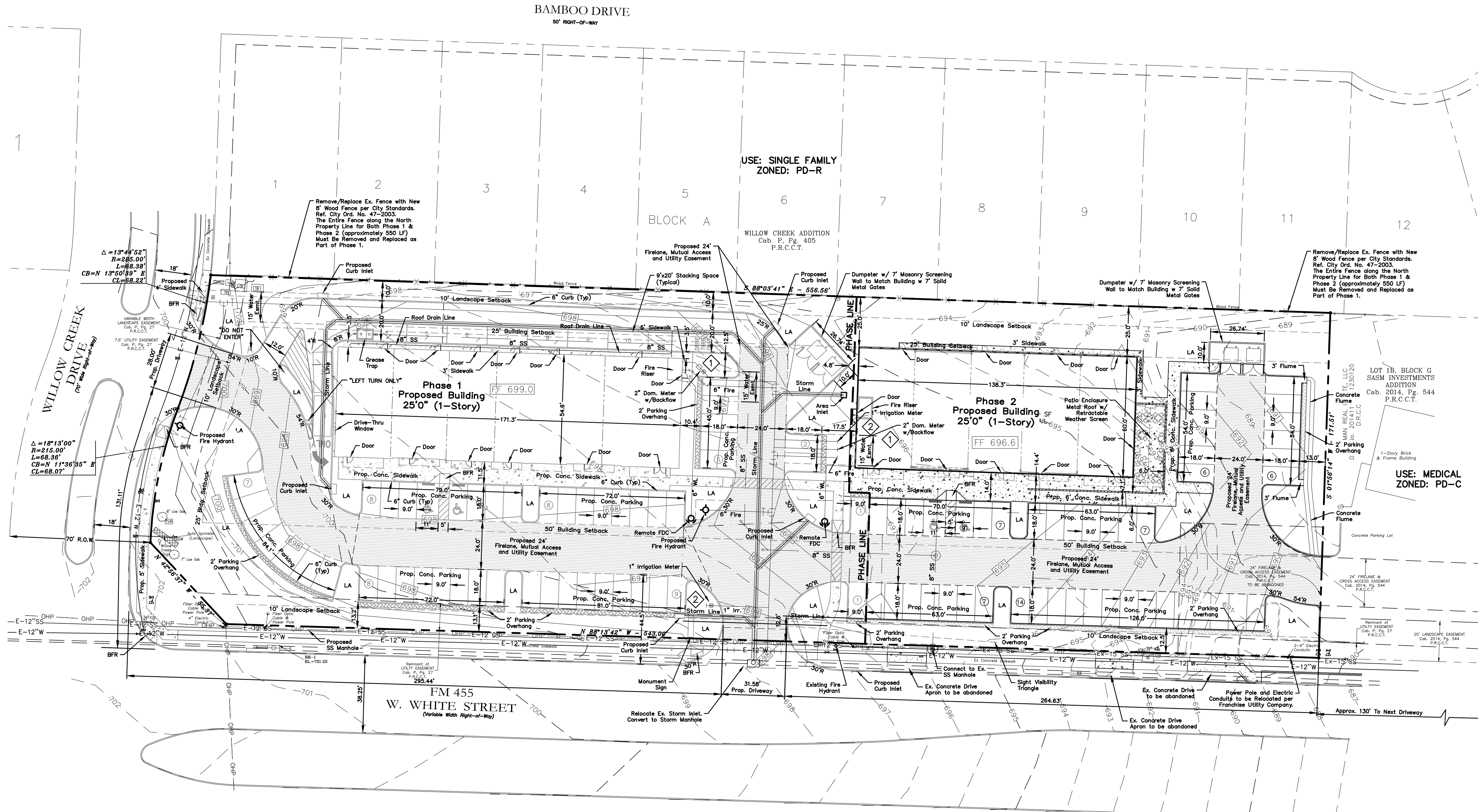
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



- LEGEND**
- Firelane
 - Proposed Sidewalk
 - Ex. Concrete
 - Proposed Contour
 - Existing Contour
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - BFR Barrier Free Ramp
 - LA Landscape Area

SYNOPSIS

Address: 628 W. White Street
Anna, Texas 75409

Zoning: PD-C-1 (Ord. No. 47-2003)
& THOR Overlay District

Proposed Use: Retail, Alcoholic Beverage Store, Restaurant, Medical

Lot Area: 2.249 Acres (97,966 sf)

Building Areas:
Phase 1 Building 9,324 sf
Phase 2 Building 8,920 sf (8,300 sf Bldg. + 620 sf Patio)

Lot Coverage: 17.99%

Floor Area Ratio: 0.18 : 1

Building Height:
Phase 1 25'-0" (1-Story)
Phase 2 25'-0" (1-Story)
Patio Enclosure 20'-0"

Phase 1 Building Required Parking:
Restaurant-Take Out (1,517 sf) 3 spaces per 1,000 = 5 Spcs.
Alcoholic Beverage Store (1,492 sf) 4 spaces per 1,000 = 6 Spcs.
Retail (1,302 sf) 4 spaces per 1,000 = 6 Spcs.
Medical (5,013 sf) 5 spaces per 1,000 = 26 Spcs.

Phase 2 Building Required Parking:
Retail (6,120 sf) 4 spaces per 1,000 = 25 Spcs.
Restaurant (2,800 sf) 10 spaces per 10,000 = 28 Spcs.

Phase 1 Parking Required Total: (43 Parking Spaces)
Parking Provided Total: (49 Parking Spaces) 2 Handicap Spcs.

Phase 2 Parking Required Total: (53 Parking Spaces)
Parking Provided Total: (47 Parking Spaces) 2 Handicap Spcs.

Overall Parking Required Total: (96 Parking Spaces)
Overall Parking Provided Total: (96 Parking Spaces) 4 Handicap Spcs.

NOTE: LIGHTING WILL COMPLY WITH THE CITY OF ANNA ZONING ORDINANCES.

Note:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

FLOOD ZONE NOTE:
This Surveyor has reviewed Flood Insurance Rate Map No. 48065C01060 (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain.

WATER METER CHART			
No.	Meter Type	Size	Quantity
1	⊗ Domestic Meter	2"	2
2	⊗ Irrigation Meter	1"	2

Landscape Area

Required Internal LS Area (8 SF/Space):
Phase 1 (49 spaces) = 392 SF
Phase 2 (47 spaces) = 376 SF

Additional Internal LS Area Provided:
Phase 1 = 16,029 SF
Phase 2 = 10,476 SF

Total Landscape Area:
Phase 1 = 16,421 SF
Phase 2 = 10,852 SF

APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

OWNER:
Marcus Property Company LLC
1717 Pembroke Lane
McKinney, Texas 75072
Phone (320) 444-7709
b.marcus@terraconstruction.com
Contact: Bruce Marcus

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jon David Cross, P.E.

SURVEYOR:
Ringley & Associates
701 S. Tennessee St.
McKinney, TX 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley

Issue Dates:	Revisions:	Date:
1 4/26/2022	1	
2	2	
3	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS	
1720 W. Virginia Street 972.562.4409	McKinney, Texas 75069 Texas P.E. Firm No. F-3935
Drawn By: C.E.C.I.	Checked By: C.E.C.I.
Scale: 1"=30'	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF: ZACHARY GRIMES, P.E. NO. 122013 ON 4/26/22. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMIT PURPOSES.

REVISED SITE PLAN
WILLOW CREEK RETAIL CENTER
WILLOW CREEK ADDITION
PHASE 1B, BLOCK G, LOT 1R
2.249 ACRES JOHN C. FARRIS SURVEY, ABSTR. NO. 331
CITY OF ANNA, COLLIN COUNTY, TEXAS

Sheet No.
SP
Project No.
22011

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

PREPARED DATE: 4/26/2022

WILLOW CREEK RETAIL CENTER PHASE 2



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Approve a Resolution amending the City of Anna Public Improvement District Policy.
(Director of Economic Development Joey Grisham)

SUMMARY:

After review, staff and the city attorney recommend some edits to the existing Anna Public Improvement District Policy.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. PID Resolution
2. Anna PID Policy (MPH comments) 2022-04-14 C03029D20220422CR1 redline
3. Anna PID Policy--clean copy

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/5/2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
AMENDING THE ANNA PUBLIC IMPROVEMENT DISTRICT (PID) POLICY**

WHEREAS, the City Council adopted the Anna Public Improvement District Policy on June 23, 2020, and amended on March 23, 2021, and

WHEREAS, upon further review and consideration, the City wishes to adopt amendments to the Anna Public Improvement District Policy, attached hereto as Exhibit A;

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Amendments

The City Council of the City of Anna hereby approves and adopts amendments to the Anna Public Improvement District Policy attached hereto as Exhibit A.

CONSIDERED, PASSED AND APPROVED by the City Council of the City of Anna at a regular meeting on the 10th day of May 2022.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land

Exhibit A



Public Improvement District Policy

A Public Improvement District (“PID”) in accordance with Texas Local Government Code Chapter 372 (“Act”), provides the City of Anna (“City”) an economic development and community enhancement tool that finances the costs of qualified public improvements that confer a special benefit for a definable part of the City and/or its extraterritorial jurisdiction. Proceeds from assessments and/or PID bonds can be used to finance capital costs of public improvements or enhancements of public improvements which would not otherwise be constructed or provided. PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements or services. Proceeds of PID bonds may only be used to pay for public improvements that will ultimately be owned and controlled by the City or another political subdivision. Proceeds from assessments may also be used for special supplemental services for improvement and promotion of the PID, including maintenance of PID projects.

A PID is comprised of a defined area of real property(ies) whose owners have petitioned the City to form a PID. The City Council creates a PID by adoption of a resolution after a public hearing. Notice of the public hearing must be published and mailed to all property owners in the proposed PID, as required by the Act. In the petition, the property owners request the City to levy assessments on property within the PID in order to fund enhanced services and/or improvements within the PID. The PID must demonstrate that it confers a special benefit to the property within the PID and promotes the interests of the City.

The purpose of this policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, issuance of PID bonds, information disclosure to property owners, and determination of annual plans, budgets, and assessments are in the best interests of the City. This policy outlines the items needed to be addressed by the property owners seeking the creation of a PID (“Petitioner”) before the City Council can support the authorization of the PID. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Anna.

General

1. A PID may be created and utilized to finance the construction of qualified public improvements and/or reimburse a developer's actual and documented costs of standard infrastructure with a strong preference for promoting enhanced infrastructure and improvements to serve the development.
2. Proceeds of PID bonds cannot be used to reimburse costs incurred prior to the twentieth (20th) day after such resolution is published.
3. PIDs must be self-sufficient and fund any costs incurred by the City associated with the formation of the PID, bond issuance costs, PID administration, the construction of PID improvements and other PID related costs.
4. Priority will be given to PID developments which:
 - a. Generate economic and superior development benefits to the City beyond what normal development would generate.
 - b. PIDs created with the support of 100% of the landowners within a PID.

Exhibit A

- c. Provide for enhanced improvements in the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)
 - d. Meet community needs (e.g., enhanced drainage improvements, parks and off- street public parking facilities, pedestrian connectivity, wastewater and/or water on or off-site improvements) including without limitation development's pro-rata share ~~of the~~ of off-site improvements and regional public facilities and services.
 - e. Increase or enhance City's multimodal transportation and roadway plans.
 - f. Exceed development requirements of the City; in particular, enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for superior design of lots or buildings.
 - g. Protect and preserve natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.
 - h. Protect and preserve existing historical buildings, features or places and preserve the community amenities or features that would otherwise be a special benefit to the community.
 - i. Does not overlap the boundaries of another PID.
5. A PID's budget shall include sufficient funds to pay for all costs including but not limited to all administrative and/or operational costs associated with the administration, management, audit, disclosure and reporting of the PID.
 6. Any requested adjustments and or deviations from the terms and conditions of the City's PID Policy shall be clearly requested and explained in, or submitted prior to or with, the PID petition for that PID. Any adjustments or deviations to be granted shall be at the sole discretion of the City Council.
 7. The developer shall be responsible to prepay all assessments on property owned by the City of Anna, Anna ISD, and/or Collin County that are located in the boundaries of the PID.
 8. Developers may be required to pay the assessments for land located in a PID owned by a religious institution, public entity, or political subdivision such as Collin County or the City of Anna.
 9. The City reserves the right and shall select and retain the services of any professionals and/or consultants in association with the creation and administering of the PID including but not limited to financial advisor, bond counsel, underwriter, trustee, PID administrator, and appraiser.
 10. The City Council will not take any action to commence the creation of a PID or other related development district prior to the approval of a final development agreement governing the development in question. A development agreement is a contract between the City and the developer and/or owner(s) of the property comprising a PID. Before the City may enter into a contract, the City must receive a disclosure of interested parties in accordance with Section 2252.908 of the Texas Government Code and rules adopted by the Texas Ethics Commission (Referenced: Form 1295) <https://www.ethics.state.tx.us/filinginfo/1295/>
 11. A developer shall make a formal request for a PID and any other financial incentives before entering into any development agreement with the City unless this requirement is waived by the City Council for good cause shown.
 - 10.12. Notwithstanding the foregoing or any other provision of this policy, if there is a conflict between this policy and a development agreement or other related agreement adopted by the City Council then such development agreement or other related agreement shall control.

Petition Requirements

Petitions requesting creation of a PID must satisfy all statutory requirements under Chapter 372 of the Texas Local Government Code.

The City may require:

Exhibit A

1. Evidence that signatures of property owners were gathered not more than six months preceding the submittal of the petition.
2. Evidence that the petitioner's signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the City's costs of signature verification.

In addition, the City may require that the petition set forth the following:

1. The maximum term of a PID assessment
2. Minimum appraised value to lien ratio
3. Maximum maturity of PID bonds
4. Maximum equivalent tax rate

Development Agreement

The City Council will not take any action to commence the creation of a PID or other related development district prior to the approval of a final development agreement governing the development in question.

The following shall be provided to the City prior to the preparation of a development agreement:

1. The basic terms and conditions for creation of the PID, including the provision of special conferred benefit.
2. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars, \$).
3. A section that clearly identifies the benefit of the PID to the affected property owners and to the City as a whole.
4. Completion of a disclosure form and the petitioner's qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.
5. A legal description of the boundaries of the proposed PID, a map of the proposed PID boundaries that is suitable for publication for the legal notices, and a "commonly known" description of the area to be included in the PID.
6. Description of all City-owned land within the PID as well as its proposed share of project costs.
7. A current tax roll of owners in the PID.
8. Any plan for phasing of both real estate development supported by the PID and construction of public improvements in the PID including a breakdown between major improvements serving large areas of or the entire PID vs. phase-specific improvements.
9. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in case the project has not obtained a grading permit within three (3) years.
10. Agreement by all property owners that upon approval of a PID located in whole or in part outside the City's corporate limits, the boundaries of the PID will be immediately annexed into the City of Anna, or under terms of a development agreement.

Fees and Professional Services Reimbursement Agreement

~~If the City determines it is in its best interest to establish a PID~~ To initiate the evaluation process, a Professional Services Agreement will be entered into with the developer. The Professional Services Agreement will require the developer to initially deposit funds in ~~the a minimum~~ amount of \$50,000 to pay for city staff time and third-party consultants including, but not limited to, Bond Counsel, General Legal Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts. An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. Certain unused balances will be returned to the developer. The developer will be eligible to be reimbursed these costs through bond proceeds or PID Assessments as applicable.

Exhibit A

In addition to the amounts set forth above, a PID fee of \$3,400 per single family home shall be incurred by each developer at the time the applicable PID is created. Said PID fee shall not be reimbursable from any assessments, from the proceeds of PID bonds, or from any other monies or revenues of the City. Notwithstanding the foregoing or any other provision of this policy, Said said PID fee shall never be made available to pay the debt service on any PID bonds, directly or indirectly, but may be used by the City for any lawful purpose within its discretion. The City may defer payment of the PID fee until the time of bond issuance or as homes are permitted for construction; provided, however, that payment of the PID fee is not conditioned upon the issuance of PID bonds but shall be an unconditional payment obligation of the developer as consideration for the City's creation of the PID is required to be paid to the City at bond closing.

Development Standards

The City will consider petitions for PID projects that support real estate developments which confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing.

1. The project must include improvements that enhance or implement the City's master plan, including the City's thoroughfare plan and water and wastewater plans and advance the City's trail and park plans.
2. In addition to other public improvements, any improvements that are off-site or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout.
4. Preference will be given to mixed use projects that include a mix of residential, retail and commercial uses.
5. Preference will be given to projects where an average home price is expected to substantially exceed other surrounding new home community pricing. If actual home pricing is lower than anticipated or certain other conditions occur, developers or property owners may be required to make a mandatory assessment prepayment (buydown) to account for lower taxable assessed values.

City Consultants

The City will independently select Bond Counsel, Financial Advisor, PID Administrator, Trustee, Market Study Analyst, Underwriter and Appraiser. The City's PID Administrator will draft the Service and Assessment Plan ("SAP") and prepare all annual updates.

Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with Collin County to include the annual PID assessment payments on the Collin County Tax Bill.

Maximum Assessment

The annual PID installment shall not exceed an amount that increases the expected total tax equivalent rate (TRE) upon buildout that will place the development within a competitive TRE. A true-up calculation is included in the City's SAP and upon filing of a final plat will ensure that the maximum assessment per Lot Type, as defined in the SAP, is not exceeded, and which may result in a mandatory prepayment from the developer.

PID Bond Issuance Requirements

In addition to other conditions set forth in a development agreement, the following performance standards and limitations shall apply to PID debt issues approved by the City:

1. The maximum term of a PID assessment is not to exceed 30 years and the assessment term must equal the bond term.
2. Minimum appraised value to lien ratio of 3:1 or as otherwise approved by the City Council.

Exhibit A

3. No annual assessment increases once assessments are levied. Assessments for future phases will remain competitive to the original Phase and Lot Type(s) as defined in the SAP.
4. Maximum of 2 years of capitalized interest for each bond issue.
5. All PID bonds must mature or expire no later than 30 years after being issued by the City.
6. All improvements to be funded with PID bonds must be reviewed by the City Engineer or designee, and inspected by the City Inspector, or third-party qualified designee, and built to the City's standards for public improvements prior to dedication and reimbursement.
7. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be completed, including private costs to reach final lot values as established in the appraisal and the net proceeds of the PID bonds. – The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis on advice from its Financial Advisor.
8. The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund:
 - (i) the actual costs of the qualified public improvements,
 - (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds, and
 - (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future bond issuances.
9. No bond issuance may occur after the expiration of five years after a PID is created if during said five-year period no assessments have been levied for such PID or no development has occurred within the PID; provided, however, this provision shall not apply if the City Council makes written findings that the passage of time without active development should not result in reevaluation of marketability, compatibility with surrounding land uses, and/or other relevant factors.

Finance Limitations

1. A developer or landowner may request the issuance of PID bonds in advance of construction of an individual phase of a development subject to compliance with these standards. All such PID bond issues will be subject to approval of the City Council.
2. No General Obligation Bonds or Certificates of Obligation bonds will be utilized by the City to directly or indirectly pay, or guarantee payment of, PID bonds.
3. If in any calendar year the City issues bonds that would constitute a bank qualified debt issuance but for the issuance of the PID bonds, then the developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners directly benefitting from the City issuing PID debt during said calendar year are similarly burdened with an obligation to compensate the City.
4. All PID bond issues, if any, will be subject to approval by the City Council.
5. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City's Director of Finance for issuing long-term debt instruments including tax notes and bonds.
6. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the SAP and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special

Exhibit A

- benefit of the public improvements to that improvement area. In no case will the maximum assessment be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
7. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID bonds and PID assessments.
 8. The City's cost of reviewing a developer payment request from PID bond proceeds, including City staff time and third-party consultant costs, shall be netted out of the amount paid to the developer.
 9. Each PID bond indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID or funds held under a bond indenture for such purposes, and that the City will have no obligation to make debt service payments for the PID bonds from any other sources.
 10. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal.
 11. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
 12. Any new money PID bonds issued will include a Reserve Fund in an amount equal to the lesser of:
 - (i) the maximum annual debt service on the bonds,
 - (ii) 10 percent of the principal amount of the PID bonds, or
 - (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
 13. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%). The City may allocate up to 0.50% of the interest rate component to fund a delinquency reserve, prepayment reserve, or for any other purpose authorized by the PID Act.
 14. All developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the respective bond indenture or any other regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues.
 15. Developer is required to demonstrate committed capital (e.g., cash deposit, proof of bank financing, or letter of credit) to the City on or prior to the sale date of the PID bonds in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.
 16. During a material event of default by the developer under the terms of any agreement between the developer and the City relating to the PID or the property within the PID, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer.
 17. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate entity.
 18. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b)
 19. Any trails, parks, streets, or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.
 20. All public parks and trails must be dedicated to the City.
 21. All roads must be within dedicated rights-of-ways that are conveyed to either the City or to the County government, as appropriate.

Exhibit A

22. In any calendar year in which PID bonds are issued, a developer must pay the City its actual additional costs, if any, the City incurs in the issuance of its own public securities or obligations on its own taxing power of municipal revenues if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations as defined in section 265(b)(3) of the Internal Revenue Code as amended, as a result of the issuance of PID bonds by the City in any given year.

Disclosure to Homeowners

To provide disclosure to homeowners, the City will require the petitioner to comply with the following:

1. Execute a Landowner's Agreement or similar agreement to be recorded in the official public records of Collin County.
2. Signage at major entryways and exits.
3. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions
 - b. Total Assessment
 - c. Average Annual Installment
 - d. Equivalent Tax Rate
4. Homebuyer disclosure documents, as approved by the City Council, in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
5. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

Project Criteria

In agreeing to create a PID for which debt will be issued to fund the costs of constructing eligible public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
2. The property owner must provide the City with its sources of funding the Public Improvements not being funded by the PID.
3. The proposed development must be consistent with the entitlements on the property. All required zoning, easements for off-site infrastructure, other required land use approvals or other required permits must be in place for the development prior to the issuance of any PID bonds.
4. The property owner must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services.
5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to creating the PID; costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs. A developer is solely responsible for cost overruns that exceed available PID bond proceeds.
6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. The PID administrator will be required to prepare the SAP, review and comment on all information provided by the developer, at the direction of the City attend any public hearing regarding the levy of assessments, as well as provide the Annual SAP update and present to Council for approval.
7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and evidence of insurance policies with coverages and amounts acceptable to the City.

Exhibit A

8. The SAP shall describe, if applicable, all City-owned land within the PID as well as its proposed share of project costs.
11. Specified assurances that the construction of improvements in the public right-of-way will be dedicated to and maintained by the City after PID assessments have expired. For the life of the PID, public infrastructure will be maintained by the PID to the extent permitted under the Act, unless otherwise stated in the PID Financing Agreement (or other applicable PID documentation).

The PID may not finance improvements or services within a gated community or that are not accessible to the general public.

PID Administration

The City may contract with a qualified third-party company to manage and administer the PID, subject to appropriate oversight by City staff and in compliance with the Act, as amended.

Developer Reimbursement

The developer will submit expenses for reimbursements, subject to the SAP and the approved Disbursement Certification Form attached to the Construction Funding Agreement or other Financing or Reimbursement Agreement and submit to the City or PID Administrator as directed.

Miscellaneous

1. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely with the discretion of the City Council.
2. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Anna. Such adjustments, exceptions, or waivers to this policy included in a development agreement approved by the City Council shall be deemed to have met this requirement.
3. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the developer pursuant to any other instrument, transaction or undertaking as a result of the PID shall be satisfied out of the assets of the developer only and the City shall have no liability.

Exhibit A



Public Improvement District Policy

A Public Improvement District (“PID”) in accordance with Texas Local Government Code Chapter 372 (“Act”), provides the City of Anna (“City”) an economic development and community enhancement tool that finances the costs of qualified public improvements that confer a special benefit for a definable part of the City and/or its extraterritorial jurisdiction. Proceeds from assessments and/or PID bonds can be used to finance capital costs of public improvements or enhancements of public improvements which would not otherwise be constructed or provided. PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements or services. Proceeds of PID bonds may only be used to pay for public improvements that will ultimately be owned and controlled by the City or another political subdivision. Proceeds from assessments may also be used for special supplemental services for improvement and promotion of the PID, including maintenance of PID projects.

A PID is comprised of a defined area of real property(ies) whose owners have petitioned the City to form a PID. The City Council creates a PID by adoption of a resolution after a public hearing. Notice of the public hearing must be published and mailed to all property owners in the proposed PID, as required by the Act. In the petition, the property owners request the City to levy assessments on property within the PID in order to fund enhanced services and/or improvements within the PID. The PID must demonstrate that it confers a special benefit to the property within the PID and promotes the interests of the City.

The purpose of this policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, issuance of PID bonds, information disclosure to property owners, and determination of annual plans, budgets, and assessments are in the best interests of the City. This policy outlines the items needed to be addressed by the property owners seeking the creation of a PID (“Petitioner”) before the City Council can support the authorization of the PID. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Anna.

General

1. A PID may be created and utilized to finance the construction of qualified public improvements and/or reimburse a developer's actual and documented costs of standard infrastructure with a strong preference for promoting enhanced infrastructure and improvements to serve the development.
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Exhibit A

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 - e. Increase or enhance City's multimodal transportation and roadway plans.
 - f. Exceed development requirements of the City; in particular, enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for superior design of lots or buildings.
 - g. Protect and preserve natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.
 - h. Protect and preserve existing historical buildings, features or places and preserve the community amenities or features that would otherwise be a special benefit to the community.
 - i. Does not overlap the boundaries of another PID.
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 9. The City reserves the right and shall select and retain the services of any professionals and/or consultants in association with the creation and administering of the PID including but not limited to financial advisor, bond counsel, underwriter, trustee, PID administrator, and appraiser.
 10. The City Council will not take any action to commence the creation of a PID or other related development district prior to the approval of a final development agreement governing the development in question. A development agreement is a contract between the City and the developer and/or owner(s) of the property comprising a PID. Before the City may enter into a contract, the City must receive a disclosure of interested parties in accordance with Section 2252.908 of the Texas Government Code and rules adopted by the Texas Ethics Commission (Referenced: Form 1295) <https://www.ethics.state.tx.us/filinginfo/1295/>
 11. A developer shall make a formal request for a PID and any other financial incentives before entering into any development agreement with the City unless this requirement is waived by the City Council for good cause shown.
 12. Notwithstanding the foregoing or any other provision of this policy, if there is a conflict between this policy and a development agreement or other related agreement adopted by the City Council then such development agreement or other related agreement shall control.

Petition Requirements

Petitions requesting creation of a PID must satisfy all statutory requirements under Chapter 372 of the Texas Local Government Code.

The City may require:

Exhibit A

1. Evidence that signatures of property owners were gathered not more than six months preceding the submittal of the petition.
2. Evidence that the petitioner's signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the City's costs of signature verification.

In addition, the City may require that the petition set forth the following:

1. The maximum term of a PID assessment
2. Minimum appraised value to lien ratio
3. Maximum maturity of PID bonds
4. Maximum equivalent tax rate

Development Agreement

The City Council will not take any action to commence the creation of a PID or other related development district prior to the approval of a final development agreement governing the development in question.

The following shall be provided to the City prior to the preparation of a development agreement:

1. The basic terms and conditions for creation of the PID, including the provision of special conferred benefit.
2. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars, \$).
3. A section that clearly identifies the benefit of the PID to the affected property owners and to the City as a whole.
4. Completion of a disclosure form and the petitioner's qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.
5. A legal description of the boundaries of the proposed PID, a map of the proposed PID boundaries that is suitable for publication for the legal notices, and a "commonly known" description of the area to be included in the PID.
6. Description of all City-owned land within the PID as well as its proposed share of project costs.
7. A current tax roll of owners in the PID.
8. Any plan for phasing of both real estate development supported by the PID and construction of public improvements in the PID including a breakdown between major improvements serving large areas of or the entire PID vs. phase-specific improvements.
9. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in case the project has not obtained a grading permit within three (3) years.
10. Agreement by all property owners that upon approval of a PID located in whole or in part outside the City's corporate limits, the boundaries of the PID will be immediately annexed into the City of Anna, or under terms of a development agreement.

Fees and Professional Services Reimbursement Agreement

To initiate the evaluation process, a Professional Services Agreement will be entered into with the developer. The Professional Services Agreement will require the developer to initially deposit funds in a minimum amount of \$50,000 to pay for city staff time and third-party consultants including, but not limited to, Bond Counsel, General Legal Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts. An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. Certain unused balances will be returned to the developer. The developer will be eligible to be reimbursed these costs through bond proceeds or PID Assessments as applicable.

Exhibit A

In addition to the amounts set forth above, a PID fee of \$3,400 per single family home shall be incurred by each developer at the time the applicable PID is created. Said PID fee shall not be reimbursable from any assessments, from the proceeds of PID bonds, or from any other monies or revenues of the City. Notwithstanding the foregoing or any other provision of this policy, said PID fee shall never be made available to pay the debt service on any PID bonds, directly or indirectly, but may be used by the City for any lawful purpose within its discretion. The City may defer payment of the PID fee until the time of bond issuance or as homes are permitted for construction; provided, however, that payment of the PID fee is not conditioned upon the issuance of PID bonds but shall be an unconditional payment obligation of the developer as consideration for the City's creation of the PID.

Development Standards

The City will consider petitions for PID projects that support real estate developments which confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing.

1. The project must include improvements that enhance or implement the City's master plan, including the City's thoroughfare plan and water and wastewater plans and advance the City's trail and park plans.
2. In addition to other public improvements, any improvements that are off-site or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout.
4. Preference will be given to mixed use projects that include a mix of residential, retail and commercial uses.
5. Preference will be given to projects where an average home price is expected to substantially exceed other surrounding new home community pricing. If actual home pricing is lower than anticipated or certain other conditions occur, developers or property owners may be required to make a mandatory assessment prepayment (buydown) to account for lower taxable assessed values.

City Consultants

The City will independently select Bond Counsel, Financial Advisor, PID Administrator, Trustee, Market Study Analyst, Underwriter and Appraiser. The City's PID Administrator will draft the Service and Assessment Plan ("SAP") and prepare all annual updates.

Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with Collin County to include the annual PID assessment payments on the Collin County Tax Bill.

Maximum Assessment

The annual PID installment shall not exceed an amount that increases the expected total tax equivalent rate (TRE) upon buildout that will place the development within a competitive TRE. A true-up calculation is included in the City's SAP and upon filing of a final plat will ensure that the maximum assessment per Lot Type, as defined in the SAP, is not exceeded, and which may result in a mandatory prepayment from the developer.

PID Bond Issuance Requirements

In addition to other conditions set forth in a development agreement, the following performance standards and limitations shall apply to PID debt issues approved by the City:

1. The maximum term of a PID assessment is not to exceed 30 years and the assessment term must equal the bond term.
2. Minimum appraised value to lien ratio of 3:1 or as otherwise approved by the City Council.
3. No annual assessment increases once assessments are levied. Assessments for future phases will remain competitive to the original Phase and Lot Type(s) as defined in the SAP.
4. Maximum of 2 years of capitalized interest for each bond issue.

Exhibit A

5. All PID bonds must mature or expire no later than 30 years after being issued by the City.
6. All improvements to be funded with PID bonds must be reviewed by the City Engineer or designee, and inspected by the City Inspector, or third-party qualified designee, and built to the City's standards for public improvements prior to dedication and reimbursement.
7. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be completed, including private costs to reach final lot values as established in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis on advice from its Financial Advisor.
8. The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund:
 - (i) the actual costs of the qualified public improvements,
 - (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds, and
 - (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future bond issuances.
9. No bond issuance may occur after the expiration of five years after a PID is created if during said five-year period no assessments have been levied for such PID or no development has occurred within the PID; provided, however, this provision shall not apply if the City Council makes written findings that the passage of time without active development should not result in reevaluation of marketability, compatibility with surrounding land uses, and/or other relevant factors.

Finance Limitations

1. A developer or landowner may request the issuance of PID bonds in advance of construction of an individual phase of a development subject to compliance with these standards. All such PID bond issues will be subject to approval of the City Council.
2. No General Obligation Bonds or Certificates of Obligation bonds will be utilized by the City to directly or indirectly pay, or guarantee payment of, PID bonds.
3. If in any calendar year the City issues bonds that would constitute a bank qualified debt issuance but for the issuance of the PID bonds, then the developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners directly benefitting from the City issuing PID debt during said calendar year are similarly burdened with an obligation to compensate the City.
4. All PID bond issues, if any, will be subject to approval by the City Council.
5. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City's Director of Finance for issuing long-term debt instruments including tax notes and bonds.
6. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the SAP and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will the maximum assessment be increased for any parcel unless the property owner of the parcel consents to the increased assessment.

Exhibit A

7. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID bonds and PID assessments.
8. The City's cost of reviewing a developer payment request from PID bond proceeds, including City staff time and third-party consultant costs, shall be netted out of the amount paid to the developer.
9. Each PID bond indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID or funds held under a bond indenture for such purposes, and that the City will have no obligation to make debt service payments for the PID bonds from any other sources.
10. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal.
11. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
12. Any new money PID bonds issued will include a Reserve Fund in an amount equal to the lesser of:
 - (i) the maximum annual debt service on the bonds,
 - (ii) 10 percent of the principal amount of the PID bonds, or
 - (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
13. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%). The City may allocate up to 0.50% of the interest rate component to fund a delinquency reserve, prepayment reserve, or for any other purpose authorized by the PID Act.
14. All developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the respective bond indenture or any other regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues.
15. Developer is required to demonstrate committed capital (e.g., cash deposit, proof of bank financing, or letter of credit) to the City on or prior to the sale date of the PID bonds in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.
16. During a material event of default by the developer under the terms of any agreement between the developer and the City relating to the PID or the property within the PID, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer.
17. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate entity.
18. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b)
19. Any trails, parks, streets, or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.
20. All public parks and trails must be dedicated to the City.
21. All roads must be within dedicated rights-of-ways that are conveyed to either the City or to the County government, as appropriate.
22. In any calendar year in which PID bonds are issued, a developer must pay the City its actual additional costs, if any, the City incurs in the issuance of its own public securities or obligations on its own taxing

Exhibit A

power of municipal revenues if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations as defined in section 265(b)(3) of the Internal Revenue Code as amended, as a result of the issuance of PID bonds by the City in any given year.

Disclosure to Homeowners

To provide disclosure to homeowners, the City will require the petitioner to comply with the following:

1. Execute a Landowner's Agreement or similar agreement to be recorded in the official public records of Collin County.
2. Signage at major entryways and exits.
3. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions
 - b. Total Assessment
 - c. Average Annual Installment
 - d. Equivalent Tax Rate
4. Homebuyer disclosure documents, as approved by the City Council, in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
5. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

Project Criteria

In agreeing to create a PID for which debt will be issued to fund the costs of constructing eligible public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
2. The property owner must provide the City with its sources of funding the Public Improvements not being funded by the PID.
3. The proposed development must be consistent with the entitlements on the property. All required zoning, easements for off-site infrastructure, other required land use approvals or other required permits must be in place for the development prior to the issuance of any PID bonds.
4. The property owner must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services.
5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to creating the PID; costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs. A developer is solely responsible for cost overruns that exceed available PID bond proceeds.
6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. The PID administrator will be required to prepare the SAP, review and comment on all information provided by the developer, at the direction of the City attend any public hearing regarding the levy of assessments, as well as provide the Annual SAP update and present to Council for approval.
7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and evidence of insurance policies with coverages and amounts acceptable to the City.
8. The SAP shall describe, if applicable, all City-owned land within the PID as well as its proposed share of project costs.

Exhibit A

11. Specified assurances that the construction of improvements in the public right-of-way will be dedicated to and maintained by the City after PID assessments have expired. For the life of the PID, public infrastructure will be maintained by the PID to the extent permitted under the Act, unless otherwise stated in the PID Financing Agreement (or other applicable PID documentation).

The PID may not finance improvements or services within a gated community or that are not accessible to the general public.

PID Administration

The City may contract with a qualified third-party company to manage and administer the PID, subject to appropriate oversight by City staff and in compliance with the Act, as amended.

Developer Reimbursement

The developer will submit expenses for reimbursements, subject to the SAP and the approved Disbursement Certification Form attached to the Construction Funding Agreement or other Financing or Reimbursement Agreement and submit to the City or PID Administrator as directed.

Miscellaneous

1. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely with the discretion of the City Council.
2. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Anna. Such adjustments, exceptions, or waivers to this policy included in a development agreement approved by the City Council shall be deemed to have met this requirement.
3. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the developer pursuant to any other instrument, transaction or undertaking as a result of the PID shall be satisfied out of the assets of the developer only and the City shall have no liability.



Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation ("APFC") Board of Directors, approve:
(a) Memorandum of Understanding with Palladium USA, Inc., for the East Foster Crossing Project; (b) resolutions approving the formation of entities--along with corresponding LLC agreements-- to serve in the following capacities in connection with the East Foster Crossing financing: (i) ground lessor, (ii) co-developer and (iii) general contractor; (c) a resolution authorizing the transfer and assignment of Palladium East Foster Crossing GP, LLC, as general partner of Palladium East Foster Crossing, Ltd; and (d) an Amended and Restated Limited Liability Company Agreement of Palladium East Foster Crossing GP, LLC. (Director of Economic Development Joey Grisham)

SUMMARY:

This item is related to the East Foster Crossing Apartment project being developed by Palladium. Approval of these resolutions will advance the project forward with an expected bond closing date of June 23rd. This project will be set up similarly to the Parmore Anna Senior Living project.

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:

Approve.

ATTACHMENTS:

1. co-developer - llc agreement 4872-3731-0494 v1
2. co-developer formation resolution - east foster 4880-7276-3422 v1
3. general contractor - llc agreement 4878-2379-2158 v1
4. general contractor formation resolution - east foster 4893-6428-1374 v1
5. general partner transfer and assignment resolution - east foster 4890-6314-3454

- v1
6. GP - amended and restated llc agreement 4882-5875-4590 v1
 7. ground lessor - llc agreement 4873-5357-1358 v1
 8. ground lessor formation resolution - east foster 4873-5036-0094 v1
 9. Memorandum of Understanding - East Foster 4859-9841-7950 v1

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/5/2022

**LIMITED LIABILITY COMPANY AGREEMENT
OF
APFC EAST FOSTER DEVELOPMENT, LLC**

This Limited Liability Company Agreement (this “*Agreement*”) of APFC East Foster Development, LLC (the “*Company*”) is entered into by the Anna Public Facility Corporation, as the sole member of the Company (the “*Member*”).

The Member hereby forms a limited liability company pursuant to and in accordance with the Texas Limited Liability Company Act, as amended from time to time (currently Chapter 101 of the Texas Business Organizations Code), (the “*Act*”) by filing a Certificate of Formation with the Texas Secretary of State and hereby agrees as follows:

- 1. Name** The name of the limited liability company formed hereby is APFC East Foster Development, LLC.
- 2. Purpose** The general purpose of the Company is to assist the Member in providing public facilities in the jurisdiction of the Anna Public Facility Corporation. The specific purpose of the Company is to serve as co-developer with in connection with the development of a multifamily housing development in City of Anna, Collin County, Texas.
- 3. Registered Office** The address of the registered office of the Company in the State of Texas is c/o Anna Public Facility Corporation, 111 N. Powell Parkway, Anna, Texas 75409.
- 4. Registered Agent** The name and address of the registered agent of the Company for service of process on the Company in the State of Texas is Anna Public Facility Corporation, 111 N. Powell Parkway, Anna, Texas 75409.
- 5. Members** The names and the business, residence or mailing addresses of the Member is as follows:

Anna Public Facility Corporation
111 N. Powell Parkway
Anna, Texas 75409
- 6. Powers** The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Texas. The Member shall

have the authority to bind the Company.

- 7. Dissolution**

The term of the Company commenced on the filing of the Certificate of Formation Limited Liability Company with the Texas Secretary of State and shall be perpetual unless dissolved as provided in this Agreement.
- 8. Capital Contributions**

The Member has contributed \$10,000, in cash, and no other property, to the Company.
- 9. Additional Contributions**

No Member is required to make any additional capital contribution to the Company.
- 10. Allocation of Profits and Losses**

The Company's profits and losses shall be allocated in proportion to the capital contributions of the Members.
- 11. Distributions**

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Member in the same proportion as their capital account balances.
- 12. Assignments**

A Member may assign its limited liability company interest in whole or in part only with the consent of the other Members.
- 13. Resignation**

Without the consent of the remaining Members, a Member may not resign from the Company.
- 14. Admission of Additional Members**

One (1) or more additional members of the Company may be admitted to the Company with the consent of the Members and upon being so admitted shall become bound by all of the terms of this Agreement and shall execute a written joinder to this Agreement.
- 15. Liability of Members**

The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act. The Company shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, the Members and any officer or employee of the Company, and may so indemnify any agent of the Company, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administration or investigative (including, without limitation, an action by or in the right of the Company) by reason of any action or omission in their respective capacities against any liabilities, expenses (including, without limitation, attorneys' fees and expenses and any

other costs and expenses incurred in connection with defending such action, suit or proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such action, suit or proceeding, if the Person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe its, his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (i) that the Person did not act in good faith and in a manner which it, he or she reasonably believed to be in or not opposed to the best interests of the Company, and (ii) with respect to any criminal action or proceeding, that the Person had reasonable cause to believe its, his or her conduct was unlawful. Expenses (including, without limitation, attorneys' fees and expenses) incurred by a Person seeking indemnification hereunder shall be paid in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking from the Person to repay such amount if it shall ultimately be determined that the Person is not entitled to indemnification.

For purposes of the preceding paragraph, the word "Person" shall include each Member and any officer, employee or agent of the Company.

16. Officers

The officers of the Company shall be a President, a Vice President and a Secretary. The President shall be the chief executive officer of the Company and shall be in general charge of the properties and affairs of the Company; shall preside at all meetings; in furtherance of the purposes of the Company, he may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Company. The Vice President shall carry out the powers and responsibilities of the President when the President is absent or unable to act. The Secretary shall attend to the giving and serving of all notices; in furtherance of the purposes of the Company, may sign with the President or Vice President in the name of the Company, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Company; shall have charge of the corporate books, records, documents and instruments, and

such other books and papers as may be necessary, all of which shall at all reasonable times be open to inspection upon application at the office of the Company during business hours. Such offices shall be assumed by the persons serving in the respective office on the Board of Directors of the Member.

17. Governing Law

This Agreement shall be governed by, and construed under, the laws of the State of Texas, all rights and remedies being governed by said laws.

18. Amendment

This Agreement may be amended in writing by the Members.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of _____, 2022.

ANNA PUBLIC FACILITY CORPORATION, as sole
member

By _____
Nate Pike
President

ANNA PUBLIC FACILITY CORPORATION

RESOLUTION AUTHORIZING THE FORMATION OF APFC EAST FOSTER DEVELOPMENT, LLC (THE “*Co-DEVELOPER*”) IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION AS THE SOLE MEMBER OF THE Co-DEVELOPER; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE Co-DEVELOPER; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Anna Public Facility Corporation (the “*Corporation*”) has been duly created and organized pursuant to and in accordance with the provisions of the Texas Public Facility Corporation Act, Chapter 303, Local Government Code, as amended (the “*Act*”), for the purpose of providing a means of financing the costs of the acquisition, construction, rehabilitation, renovation, repair, equipping furnishing and placement in service of public facilities; and

WHEREAS, pursuant to the Act, the Corporation intends to issue, sell and deliver its Multifamily Housing Revenue Bonds (East Foster Crossing), Series 2022, in an aggregate principal amount not to exceed \$33,000,000 (the “*Bonds*”) to provide for (i) the financing by Palladium East Foster Crossing, Ltd., a Texas limited partnership (the “*Borrower*”), of the acquisition, construction and equipping of a public facility consisting of a multifamily residential rental development for low and moderate income tenants to be known as East Foster Crossing Apartments, and located in the City of Anna, Collin County, Texas; and (ii) the payment of certain costs of issuance of the Bonds in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, APFC East Foster Development, LLC (the “*Co-Developer*”), a Texas limited liability company whose sole member is the Corporation, will serve as co-developer to the Borrower in connection with the acquisition, owning, leasing and managing of the Development pursuant to a Development Agreement (the “*Development Agreement*”) between the Co-Developer and an affiliate or designee the Borrower; and

WHEREAS, as the sole member of the Co-Developer, the Corporation desires to authorize all action necessary and appropriate to enter into and carry out all actions for the benefit of the Borrower in connection with the Development, to appoint officers of the Co-Developer; to approve of the Co-Developer’s formation and the form and substance of its Limited Liability Company Agreement (the “*Company Agreement*”); and to ratify all actions previously taken on behalf of the Co-Developer;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA PUBLIC FACILITY CORPORATION THAT:

Section 1. Formation of Co-Developer. The formation of APFC East Foster Development, LLC is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the Co-Developer is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the Co-Developer, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the Co-Developer. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the Co-Developer.

Section 5. Execution and Delivery of Financing Documents. The officers of the Co-Developer are each hereby authorized to negotiate the terms of, execute and attest to the Development Agreement and any other such agreements, assignments, notes, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the Co-Developer to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED the 10th day of May, 2022.

ANNA PUBLIC FACILITY CORPORATION

By _____
Nate Pike
President

The Member hereby forms a limited liability company pursuant to and in accordance with the Texas Limited Liability Company Act, as amended from time to time (currently Chapter 101 of the Texas Business Organizations Code), (the “*Act*”) by filing a Certificate of Formation with the Texas Secretary of State and hereby agrees as follows:

under the laws of the State of Texas. The Member shall have the authority to bind the Company.

- 7. Dissolution**

The term of the Company commenced on the filing of the Certificate of Formation Limited Liability Company with the Texas Secretary of State and shall be perpetual unless dissolved as provided in this Agreement.
- 8. Capital Contributions**

The Member has contributed \$10,000, in cash, and no other property, to the Company.
- 9. Additional Contributions**

No Member is required to make any additional capital contribution to the Company.
- 10. Allocation of Profits and Losses**

The Company's profits and losses shall be allocated in proportion to the capital contributions of the Members.
- 11. Distributions**

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Member in the same proportion as their capital account balances.
- 12. Assignments**

A Member may assign its limited liability company interest in whole or in part only with the consent of the other Members.
- 13. Resignation**

Without the consent of the remaining Members, a Member may not resign from the Company.
- 14. Admission of Additional Members**

One (1) or more additional members of the Company may be admitted to the Company with the consent of the Members and upon being so admitted shall become bound by all of the terms of this Agreement and shall execute a written joinder to this Agreement.
- 15. Liability of Members**

The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act. The Company shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, the Members and any officer or employee of the Company, and may so indemnify any agent of the Company, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administration or investigative (including, without limitation, an action by or in the right of the Company) by reason of any action or omission in their respective capacities against any liabilities, expenses (including,

without limitation, attorneys' fees and expenses and any other costs and expenses incurred in connection with defending such action, suit or proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such action, suit or proceeding, if the Person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe its, his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (i) that the Person did not act in good faith and in a manner which it, he or she reasonably believed to be in or not opposed to the best interests of the Company, and (ii) with respect to any criminal action or proceeding, that the Person had reasonable cause to believe its, his or her conduct was unlawful. Expenses (including, without limitation, attorneys' fees and expenses) incurred by a Person seeking indemnification hereunder shall be paid in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking from the Person to repay such amount if it shall ultimately be determined that the Person is not entitled to indemnification.

For purposes of the preceding paragraph, the word "Person" shall include each Member and any officer, employee or agent of the Company.

16. Officers

The officers of the Company shall be a President, a Vice President and a Secretary. The President shall be the chief executive officer of the Company and shall be in general charge of the properties and affairs of the Company; shall preside at all meetings; in furtherance of the purposes of the Company, may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Company. The Vice President shall carry out the powers and responsibilities of the President when the President is absent or unable to act. The Secretary shall attend to the giving and serving of all notices; in furtherance of the purposes of the Company, may sign with the President or Vice President in the name of the Company, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Company; shall have charge of the

corporate books, records, documents and instruments, and such other books and papers as may be necessary, all of which shall at all reasonable times be open to inspection upon application at the office of the Company during business hours. Such offices shall be assumed by the persons serving in the respective office on the Board of Directors of the Member.

17. Governing Law

This Agreement shall be governed by, and construed under, the laws of the State of Texas, all rights and remedies being governed by said laws.

18. Amendment

This Agreement may be amended in writing by the Members.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the ____ day of _____, 2022.

ANNA PUBLIC FACILITY CORPORATION, as sole
member

By _____
Nate Pike
President

ANNA PUBLIC FACILITY CORPORATION

RESOLUTION AUTHORIZING THE FORMATION OF APFC EAST FOSTER CONTRACTOR, LLC (THE “*GENERAL CONTRACTOR*”) IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION (THE “*CORPORATION*”) AS THE SOLE MEMBER OF THE GENERAL CONTRACTOR; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE GENERAL CONTRACTOR; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Anna Public Facility Corporation (the “*Corporation*”) has been duly created and organized pursuant to and in accordance with the provisions of the Texas Public Facility Corporation Act, Chapter 303, Local Government Code, as amended (the “*Act*”), for the purpose of providing a means of financing the costs of the acquisition, construction, rehabilitation, renovation, repair, equipping furnishing and placement in service of public facilities; and

WHEREAS, pursuant to the Act, the Corporation intends to issue, sell and deliver its Multifamily Housing Revenue Bonds (East Foster Crossing), Series 2022, in an aggregate principal amount not to exceed \$33,000,000 (the “*Bonds*”) to provide for (i) the financing by Palladium East Foster Crossing, Ltd., a Texas limited partnership (the “*Borrower*”), of the acquisition, construction and equipping of a public facility consisting of a multifamily residential rental development for low and moderate income tenants to be known as East Foster Crossing Apartments, and located in the City of Anna, Collin County, Texas; and (ii) the payment of certain costs of issuance of the Bonds in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, APFC East Foster Contractor, LLC (the “*General Contractor*”), a Texas limited liability company whose sole member is the Corporation, will serve as general contractor to the Borrower in connection with the construction of the Development pursuant to a Construction Contract (the “*Construction Contract*”) between the General Contractor and the Borrower, or an affiliate or designee thereof; and

WHEREAS, as the sole member of the General Contractor, the Corporation desires to authorize all action necessary and appropriate to enter into and carry out all actions for the benefit of the Borrower in connection with the Development, to appoint officers of the General Contractor; to approve of the General Contractor’s formation and the form and substance of its Limited Liability Company Agreement (the “*Company Agreement*”); and to ratify all actions previously taken on behalf of the General Contractor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA PUBLIC FACILITY CORPORATION THAT:

Section 1. Formation of General Contractor. The formation of APFC East Foster Contractor, LLC is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the General Contractor is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the General Contractor, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the General Contractor. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the General Contractor.

Section 5. Execution and Delivery of Financing Documents. The officers of the General Contractor are each hereby authorized to negotiate the terms of, execute and attest to the Construction Contract and any other such agreements, assignments, notes, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the General Contractor to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND APPROVED the 10th day of May, 2022.

ANNA PUBLIC FACILITY CORPORATION

By _____
Nate Pike
President

ANNA PUBLIC FACILITY CORPORATION

RESOLUTION AUTHORIZING THE TRANSFER AND ASSIGNMENT OF PALLADIUM EAST FOSTER CROSSING GP, LLC AS GENERAL PARTNER (THE “COMPANY”) OF PALLADIUM EAST FOSTER CROSSING, LTD. IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION AS THE SOLE MEMBER OF THE COMPANY; APPROVING THE FORM AND SUBSTANCE OF AN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE COMPANY; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Anna Public Facility Corporation (the “Corporation”) has been duly created and organized pursuant to and in accordance with the provisions of the Texas Public Facility Corporation Act, Chapter 303, Local Government Code, as amended (the “Act”), for the purpose of providing a means of financing the costs of the acquisition, construction, rehabilitation, renovation, repair, equipping furnishing and placement in service of public facilities; and

WHEREAS, pursuant to the Act, the Corporation intends to issue, sell and deliver its Multifamily Housing Revenue Bonds (East Foster Crossing), Series 2022, in an aggregate principal amount not to exceed \$33,000,000 (the “Bonds”) to provide for (i) the financing by Palladium East Foster Crossing, Ltd., a Texas limited partnership (the “Borrower”), of the acquisition, construction and equipping of a public facility consisting of a multifamily residential rental development for low and moderate income tenants to be known as East Foster Crossing Apartments, and located in the City of Anna, Collin County, Texas; and (ii) the payment of certain costs of issuance of the Bonds in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, the Board of Directors of the Corporation has determined that it is in the best interest of the Corporation to be admitted to and act as the sole member of the Company, which will be the general partner of the Borrower; and

WHEREAS, as the sole member of the Company, the Corporation desires to appoint officers of the Company and authorize the officers to enter into agreements on behalf of and for the benefit of the Borrower; to approve of (i) the Company’s transfer and assignment, and (ii) the form and substance of its Amended and Restated Limited Liability Company Agreement (the “Company Agreement”); and to ratify all actions previously taken on behalf of the Company in connection with the issuance of the Bonds and operation of the Development;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA PUBLIC FACILITY CORPORATION:

Section 1. Transfer and Assignment of Company. The transfer and assignment of Palladium East Foster Crossing GP, LLC to the Corporation is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the Company is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the Company, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the Company. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the General Partner.

Section 5. Execution and Delivery of Financing Documents. The officers of the Company or the Corporation are each hereby authorized to negotiate the terms of, execute and attest to any such agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the Company or the Borrower to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND APPROVED the 10th day of May, 2022.

ANNA PUBLIC FACILITY CORPORATION

By _____
Nate Pike
President

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
PALLADIUM EAST FOSTER CROSSING GP, LLC**

This Limited Liability Company Agreement (this “*Agreement*”) of Palladium East Foster Crossing GP, LLC (the “*Company*”) is entered into by the Anna Public Facility Corporation, as the sole member of the Company (the “*Member*”).

The Member was admitted to the Company as the sole member of the limited liability company pursuant to and in accordance with the Texas Limited Liability Company Act, as amended from time to time (currently Chapter 101 of the Texas Business Organizations Code), (the “*Act*”) in accordance with the Transfer and Assignment Agreement dated _____, 2022:

- 1. Name** The name of the limited liability company is Palladium East Foster Crossing GP, LLC.
- 2. Purpose** The purpose of the Company is limited to serving as general partner to Palladium East Foster Crossing, Ltd., a Texas limited partnership (the “*Partnership*”), which has been formed to construct, own, equip and operate a multifamily housing development located in the City of Anna, Collin County, Texas (the “*Property*”), and activities incidental thereto.
- 3. Registered Office** The address of the registered office of the Company in the State of Texas is c/o Anna Public Facility Corporation, 111 N. Powell Parkway, Anna, Texas 75409.
- 4. Registered Agent** The name and address of the registered agent of the Company for service of process on the Company in the State of Texas is Anna Public Facility Corporation, 111 N. Powell Parkway, Anna, Texas 75409.
- 5. Members** The names and the business, residence or mailing addresses of the Member is as follows:

Anna Public Facility Corporation
111 N. Powell Parkway
Anna, Texas 75409.
- 6. Powers** The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the

furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Texas. The Member shall have the authority to bind the Company.

- 7. Dissolution**

The term of the Company commenced on the filing of the Certificate of Formation Limited Liability Company with the Texas Secretary of State and shall be perpetual unless dissolved as provided in this Agreement.
- 8. Capital Contributions**

The Member has contributed \$10,000, in cash, and no other property, to the Company.
- 9. Additional Contributions**

No Member is required to make any additional capital contribution to the Company.
- 10. Allocation of Profits and Losses**

The Company's profits and losses shall be allocated in proportion to the capital contributions of the Members.
- 11. Distributions**

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Member in the same proportion as their capital account balances.
- 12. Assignments**

A Member may assign its limited liability company interest in whole or in part only with the consent of the other Members.
- 13. Resignation**

Without the consent of the remaining Members, a Member may not resign from the Company.
- 14. Admission of Additional Members**

One (1) or more additional members of the Company may be admitted to the Company with the consent of the Members and upon being so admitted shall become bound by all of the terms of this Agreement and shall execute a written joinder to this Agreement.
- 15. Liability of Members**

The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act. The Company shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, the Members and any officer or employee of the Company, and may so indemnify any agent of the Company, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administration or investigative (including, without limitation, an action by or in the right of the Company) by

reason of any action or omission in their respective capacities against any liabilities, expenses (including, without limitation, attorneys' fees and expenses and any other costs and expenses incurred in connection with defending such action, suit or proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such action, suit or proceeding, if the Person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe its, his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (i) that the Person did not act in good faith and in a manner which it, he or she reasonably believed to be in or not opposed to the best interests of the Company, and (ii) with respect to any criminal action or proceeding, that the Person had reasonable cause to believe its, his or her conduct was unlawful. Expenses (including, without limitation, attorneys' fees and expenses) incurred by a Person seeking indemnification hereunder shall be paid in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking from the Person to repay such amount if it shall ultimately be determined that the Person is not entitled to indemnification.

For purposes of the preceding paragraph, the word "Person" shall include each Member and any officer, employee or agent of the Company.

16. Officers

The officers of the Company shall be a President, a Vice President and a Secretary. The President shall be the chief executive officer of the Company and shall be in general charge of the properties and affairs of the Company; shall preside at all meetings; in furtherance of the purposes of the Company, may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Company. The Vice President shall carry out the powers and responsibilities of the President when the President is absent or unable to act. The Secretary shall attend to the giving and serving of all notices; in furtherance of the purposes of the Company, may sign with the President or Vice President in the name of the Company, and/or attest the signature thereto, all contracts, conveyances, franchises,

bonds, deeds, assignments, mortgages, notes and other instruments of the Company; shall have charge of the corporate books, records, documents and instruments, and such other books and papers as may be necessary, all of which shall at all reasonable times be open to inspection upon application at the office of the Company during business hours. Such offices shall be assumed by the persons serving in the respective office on the Board of Directors of the Member.

17. Governing Law

This Agreement shall be governed by, and construed under, the laws of the State of Texas, all rights and remedies being governed by said laws.

18. Amendment

This Agreement may be amended in writing by the Members.

19. Entire Agreement

This Agreement amends and restates that certain Company Agreement dated September 27, 2021 in its entirety and reflects the entire agreement of the parties with respect to the Company, the Company business and the property of the Company. There are no representations, promises, agreements or understandings, oral or written, express or implied, among them other than as set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the ____ day of _____, 2022.

ANNA PUBLIC FACILITY CORPORATION, as sole
member

By _____
Nate Pike
President

**LIMITED LIABILITY COMPANY AGREEMENT
OF
APFC EAST FOSTER HOLDINGS, LLC**

This Limited Liability Company Agreement (this “*Agreement*”) of APFC East Foster Holdings, LLC (the “*Company*”) is entered into by the Anna Public Facility Corporation, as the sole member of the Company (the “*Member*”).

The Member hereby forms a limited liability company pursuant to and in accordance with the Texas Limited Liability Company Act, as amended from time to time (currently Chapter 101 of the Texas Business Organizations Code), (the “*Act*”) by filing a Certificate of Formation with the Texas Secretary of State and hereby agrees as follows:

- 1. Name** The name of the limited liability company formed hereby is APFC East Foster Holdings, LLC.
- 2. Purpose** The general purpose of the Company is to assist the Member in financing public facilities in the jurisdiction of the Anna Public Facility Corporation. The specific purpose of the Company is to acquire, own and lease a tract of real property in City of Anna, Collin County, Texas, on which a multifamily residence will be constructed.
- 3. Registered Office** The address of the registered office of the Company in the State of Texas is c/o Anna Public Facility Corporation, 111 N. Powell Parkway, Anna, Texas 75409.
- 4. Registered Agent** The name and address of the registered agent of the Company for service of process on the Company in the State of Texas is Anna Public Facility Corporation, 111 N. Powell Parkway, Anna, Texas 75409.
- 5. Members** The names and the business, residence or mailing addresses of the Member is as follows:

Anna Public Facility Corporation
111 N. Powell Parkway
Anna, Texas 75409.
- 6. Powers** The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Texas. The Member shall

have the authority to bind the Company.

- 7. Dissolution**

The term of the Company commenced on the filing of the Certificate of Formation Limited Liability Company with the Texas Secretary of State and shall be perpetual unless dissolved as provided in this Agreement.
- 8. Capital Contributions**

The Member has contributed \$10,000, in cash, and no other property, to the Company.
- 9. Additional Contributions**

No Member is required to make any additional capital contribution to the Company.
- 10. Allocation of Profits and Losses**

The Company's profits and losses shall be allocated in proportion to the capital contributions of the Members.
- 11. Distributions**

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Member in the same proportion as their capital account balances.
- 12. Assignments**

A Member may assign its limited liability company interest in whole or in part only with the consent of the other Members.
- 13. Resignation**

Without the consent of the remaining Members, a Member may not resign from the Company.
- 14. Admission of Additional Members**

One (1) or more additional members of the Company may be admitted to the Company with the consent of the Members and upon being so admitted shall become bound by all of the terms of this Agreement and shall execute a written joinder to this Agreement.
- 15. Liability of Members**

The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act. The Company shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, the Members and any officer or employee of the Company, and may so indemnify any agent of the Company, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administration or investigative (including, without limitation, an action by or in the right of the Company) by reason of any action or omission in their respective capacities against any liabilities, expenses (including, without limitation, attorneys' fees and expenses and any

other costs and expenses incurred in connection with defending such action, suit or proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such action, suit or proceeding, if the Person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe its, his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (i) that the Person did not act in good faith and in a manner which it, he or she reasonably believed to be in or not opposed to the best interests of the Company, and (ii) with respect to any criminal action or proceeding, that the Person had reasonable cause to believe its, his or her conduct was unlawful. Expenses (including, without limitation, attorneys' fees and expenses) incurred by a Person seeking indemnification hereunder shall be paid in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking from the Person to repay such amount if it shall ultimately be determined that the Person is not entitled to indemnification.

For purposes of the preceding paragraph, the word "Person" shall include each Member and any officer, employee or agent of the Company.

16. Officers

The officers of the Company shall be a President, a Vice President and a Secretary. The President shall be the chief executive officer of the Company and shall be in general charge of the properties and affairs of the Company; shall preside at all meetings; in furtherance of the purposes of the Company, may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Company. The Vice President shall carry out the powers and responsibilities of the President when the President is absent or unable to act. The Secretary shall attend to the giving and serving of all notices; in furtherance of the purposes of the Company, may sign with the President or Vice President in the name of the Company, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Company; shall have charge of the corporate books, records, documents and instruments, and

such other books and papers as may be necessary, all of which shall at all reasonable times be open to inspection upon application at the office of the Company during business hours. Such offices shall be assumed by the persons serving in the respective office on the Board of Directors of the Member.

17. Governing Law

This Agreement shall be governed by, and construed under, the laws of the State of Texas, all rights and remedies being governed by said laws.

18. Amendment

This Agreement may be amended in writing by the Members.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of _____, 2022.

ANNA PUBLIC FACILITY CORPORATION, as sole
member

By _____
Nate Pike
President

ANNA PUBLIC FACILITY CORPORATION

RESOLUTION AUTHORIZING THE FORMATION OF APFC EAST FOSTER HOLDINGS, LLC (THE “*GROUND LESSOR*”) IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION (THE “*CORPORATION*”) AS THE SOLE MEMBER OF THE GROUND LESSOR; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE GROUND LESSOR; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Anna Public Facility Corporation (the “*Corporation*”) has been duly created and organized pursuant to and in accordance with the provisions of the Texas Public Facility Corporation Act, Chapter 303, Local Government Code, as amended (the “*Act*”), for the purpose of providing a means of financing the costs of the acquisition, construction, rehabilitation, renovation, repair, equipping furnishing and placement in service of public facilities; and

WHEREAS, pursuant to the Act, the Corporation intends to issue, sell and deliver its Multifamily Housing Revenue Bonds (East Foster Crossing), Series 2022, in an aggregate principal amount not to exceed \$33,000,000 (the “*Bonds*”) to provide for (i) the financing by Palladium East Foster Crossing, Ltd., a Texas limited partnership (the “*Borrower*”), of the acquisition, construction and equipping of a public facility consisting of a multifamily residential rental development for low and moderate income tenants to be known as East Foster Crossing Apartments, and located in the City of Anna, Collin County, Texas; and (ii) the payment of certain costs of issuance of the Bonds in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, APFC East Foster Holdings, LLC (the “*Ground Lessor*”), a Texas limited liability company whose sole member is the Corporation will enter into a ground lease (the “*Ground Lease*”) with the Borrower; and

WHEREAS, as the sole member of the Ground Lessor, the Corporation desires to authorize all action necessary and appropriate to enter into and carry out all actions under the Ground Lease, to appoint officers of the Ground Lessor; to approve of the Ground Lessor’s formation and the form and substance of its Limited Liability Company Agreement (the “*Company Agreement*”); and to ratify all actions previously taken on behalf of the Ground Lessor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA PUBLIC FACILITY CORPORATION THAT:

Section 1. Formation of Ground Lessor. The formation of APFC East Crossing Holdings, LLC is hereby approved and ratified.

Section 2. Designation of Sole Member. The designation of the Corporation as the sole member of the Ground Lessor is hereby approved and ratified.

Section 3. Approval and Execution of the Company Agreement. The form and substance of the Company Agreement are hereby approved, and the officers of the Corporation, as sole member of the Ground Lessor, are each hereby authorized to execute the Company Agreement.

Section 4. Appointment of Officers of the Ground Lessor. Nate Pike is appointed President, Lee Miller is appointed Vice President and Kevin Toten is appointed Secretary of the Ground Lessor.

Section 5. Execution and Delivery of Financing Documents. The officers of the Ground Lessor are each hereby authorized to negotiate the terms of, execute and attest to the Ground Lease and any other such agreements, assignments, notes, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 6. Ratification of Previous Actions. The Corporation hereby ratifies, confirms and adopts all actions previously taken on behalf of the Ground Lessor to carry into effect the transactions contemplated by this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND APPROVED the 10th day of May, 2022.

ANNA PUBLIC FACILITY CORPORATION

By _____
Nate Pike
President

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANNA PUBLIC FACILITY CORPORATION

AND

PALLADIUM USA, INC.

“EAST FOSTER CROSSING”

THIS MEMORANDUM OF UNDERSTANDING (this “*MOU*”) is between the ANNA PUBLIC FACILITY CORPORATION (the “*Anna PFC*”), a nonprofit public facility corporation organized under Chapter 303 of the Texas Local Government Code, and PALLADIUM USA INC. (“*Developer*”), a Delaware corporation and is dated and effective as of _____, 2022.

The Developer is a developer of affordable housing in the State of Texas. The Anna PFC is a nonprofit public facility corporation whose mission is to assist in the financing of public facilities. The Developer and the Anna PFC hereby agree to work cooperatively to develop affordable housing at the following location, in accordance with the terms of this MOU:

East Foster Crossing being a 239-unit development to be located in the City of Anna, Collin County, Texas, financed with private activity bonds issued by the Anna PFC and 4% Low Income Housing Tax Credits allocated by the Texas Department of Housing and Community Affairs (the “*Project*”).

In order to accomplish this purpose, the parties agree as follows:

AGREEMENTS

A. OWNERSHIP STRUCTURE

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

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

3. The duties of Anna PFC, the Developer, the Partnership, the General Partner and the Special LP and certain other terms may be outlined in a Master Agreement, which shall be executed at Closing (as hereinafter defined).

4. The duties of the General Partner and the Special LP shall be set forth in a partnership agreement (the "*Partnership Agreement*") to be entered into among the General Partner, the Special LP, and an equity investor as the limited partner (the "*Investor LP*"). The Partnership Agreement shall have terms consistent with those set forth in *Exhibit B*.

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

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

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

(iii) The Anna PFC shall be indemnified by the Partnership, Special LP and the Developer for any liabilities incurred in connection with the Project, except for liabilities incurred as a result of the gross negligence or willful misconduct of the Anna PFC, and in no event shall such indemnification be contingent upon a ruling of a court of law;

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

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

5. Title to the land for the Project shall be taken in the name of the Anna PFC, or a subsidiary of the Anna PFC, and the Anna PFC, or such subsidiary shall then enter into a long-term ground lease (the "*Ground Lease*") with the Partnership, as tenant, holding an interest in the improvements that constitute the Project. Funding for the acquisition of the land will come from the financing of the Project, and may be paid to the Anna PFC in the form of an up-front Ground Lease payment. Upon termination of the Ground Lease, ownership of the improvements constituting the Project shall revert to the Anna PFC. In the event that the Project is sold, the Ground Lease shall provide for a transfer of title to the land to a purchaser upon payment of a nominal amount.

B. DUE DILIGENCE

As a condition to the Anna PFC's participation in the Project, the Anna PFC requires the Developer to provide due diligence information on the Project and its proposed financing and operations pursuant to the due diligence checklist (the "*Checklist*") attached hereto as *Exhibit A*. The Developer shall deliver the due diligence items on the Checklist at the times stated on the Checklist. Failure of the Developer to deliver to the Anna PFC due diligence items acceptable to the Anna PFC shall be grounds for the Anna PFC to terminate this MOU in its discretion.

C. FINANCING

1. On behalf of the Partnership, the Developer has applied for a reservation of \$33,000,000 in private activity bond volume cap in connection with multifamily housing bonds to be issued by the Anna PFC (the "*Bonds*"). The Developer shall be responsible for selecting the manner in which the Bonds will be sold to facilitate debt financing for the Project and negotiating the financing terms of the Bonds on behalf of the Partnership; *provided*, that the Anna PFC shall have the right to review and approve the financing arrangements and the terms and conditions of any Bond or loan documents.

2. On behalf of the Partnership, the Developer will apply for a commitment of low-income housing Tax Credits (the "*Tax Credits*") from the Texas Department of Housing and Community Affairs (the "*TDHCA*"). If the Partnership receives a commitment of Tax Credits, the Developer shall be responsible for selecting the manner in which the Tax Credits will be sold to facilitate equity financing (the "*Equity*") for the Project, and negotiating the equity financing terms on behalf of the Partnership; *provided*, that the Anna PFC shall have the right to review and approve the identity of the Investor LP, the financing arrangements and the terms and conditions of any Equity financing documents. The Equity financing documents are expected to include the Partnership Agreement.

3. If the Project receives a commitment of Tax Credits, the Developer will apply for construction and permanent financing (the "*Loan*") on behalf of the Partnership. The Developer shall be responsible for selecting the lender and negotiating the loan terms on behalf of the Partnership; *provided*, that the Anna PFC shall have the right to review and approve the financing arrangements and the terms and conditions of any Loan documents.

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

5. THE DEVELOPER SHALL PROVIDE ANY GUARANTEES OF CONSTRUCTION COMPLETION, OPERATING EXPENSES, TAX CREDIT DELIVERY, AND THE LIKE THAT MAY BE REQUIRED IN CONJUNCTION WITH THE BOND FINANCING OR THE EQUITY FINANCING. NEITHER THE ANNA PFC, THE GENERAL PARTNER NOR ANY OF THEIR AFFILIATES WILL PROVIDE ANY GUARANTEES OR INDEMNITIES IN CONNECTION WITH THE FINANCING OF THE PROJECT AND SHALL NOT BE LISTED AS A SECTION 50 GUARANTOR SHOULD THE PROJECT BE FINANCED WITH A HUD-INSURED LOAN.

D. DESIGN AND CONSTRUCTION

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

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

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

4. In order to secure an exemption from state sales tax for the acquisition of building materials, the Anna PFC or a subsidiary of the Anna PFC shall serve as the general contractor (the "*Contractor*") and enter into a master subcontractor agreement with the Partnership. The master subcontractor will be an affiliate of the Developer. For its services in connection with the construction contract, the Anna PFC shall be entitled to a fee equal to \$200,000. Such fee shall be a contractual obligation of the Partnership payable to the Contractor, half of which fee (to be calculated as of the Closing) shall be payable at Closing and the remainder of which fee shall be payable upon issuance of the final certificate of occupancy for the Project.

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

6. The Developer shall guarantee to the Partnership, the Investor LP and any lender, delivery of the Project on time and within the approved budget (as it may be amended or revised from time to time with appropriate approvals). The Anna PFC or its affiliate shall have the right to review and approve any material change orders or any material changes in the scope of work or plans and specifications (costing over \$100,000 for a single change or \$500,000 in the aggregate) during construction and shall be provided a minimum of five (5) business days to review and provide such approval.

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

E. MANAGEMENT AND OPERATION

1. _____ or such other Developer designated affiliate shall serve as the property manager (the “*Manager*”) for the Project, which will be memorialized in a management agreement (the “*Management Agreement*”).

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

F. SOCIAL SERVICES

The Developer will be responsible for initiating and arranging for social services to be provided (as required by the TDHCA) for the residents of the Project. The General Partner shall have the right to monitor the provision of such social services during the Tax Credit compliance.

G. COMMUNITY SUPPORT

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

H. TAX EXEMPTION

The ownership structure contemplated herein is expected to generate ad valorem tax exemption for the Project. The Anna PFC, on behalf of the Partnership, shall work with the applicable appraisal district to obtain confirmation of the availability of such exemption.

I. FEES AND EXPENSES

1. The Developer shall be entitled to receive a development fee (the “*Development Fee*”) for its services in developing the Project. The amount of the Development Fee shall be equal to 15% of the Project’s total development costs, as calculated pursuant to applicable TDHCA guidelines. All payments of Development Fee shall be made pro-rata with 75% going to Developer and 25% going to the Anna PFC or its subsidiary (the “*Anna PFC Share*”). The Anna PFC Share shall be paid by the Partnership pro rata with the Developer’s share of the Development Fee.

2. The General Partner and the Special LP shall each be entitled to receive a fee equal to 25% of net cash flow (including any cash flow distributed pursuant to a sale or refinance of the Project) for its services in such capacity (in the event the financing structure does not allow the General Partner to receive the full 25% of cash flow, then other fees payable to the General Partner

or its affiliates shall be adjusted to provide an equivalent amount). Such fee shall be payable from the Partnership's net cash flow only after payment of the Development Fee in full. All fees, distributions or sale or refinancing proceeds payable to the General Partner pursuant to the terms of the Partnership Agreement, shall be retained by the General Partner and the General Partner shall not be required, under any circumstance, to share any such fees, distributions or sale or refinancing proceeds with the Developer.

3. The General Partner and Special LP shall each be entitled to receive a Partnership Management Fee in the amount of \$10,000 per year for its services in connection with Management of the Partnership, which shall increase by 3% per annum and shall accrue without interest to the extent cash flow is insufficient to pay the Partnership Management Fee.

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

5. All expenses incurred by the Anna PFC in connection with this MOU, including but not limited to costs for staff time to review the proposed Project, third-party reports, the Anna PFC's legal counsel, counsel to the General Partner and the Partnership, financial advisor and other expenses incurred by the Anna PFC in connection with the proposed Project (the "*Costs*"), shall be included in the Project's development budget and reimbursed by the Partnership to the Anna PFC concurrently with the closing on the Bonds and the Loan (the "*Closing*").

6. If, upon termination of this MOU or the Project, the Anna PFC has unreimbursed Costs, the Anna PFC shall invoice the Developer for these Costs and the Developer shall reimburse the Anna PFC for these Costs within 60 days of receipt of such invoice. Notwithstanding any language in this paragraph, the Anna PFC shall not be entitled to reimbursement for any of its Costs, if the Anna PFC terminates pursuant to Paragraph K.11(f) of this MOU.

7. For the avoidance of doubt, the usual and customary fees received by the Anna PFC as issuer of the Bonds are separate and apart and in addition to all fees payable to the Anna PFC or its subsidiaries as described in this MOU.

8. The Developer acknowledges and agrees that it is the intent of the parties hereto that the Anna PFC shall bear no out-of-pocket costs or expenses in connection with the Project.

J. LONG TERM OWNERSHIP

At the end of the 15-year Tax Credit compliance period, the General Partner, the Anna PFC, or the Anna PFC's designated affiliate shall have a right of first refusal to acquire the Project on the same terms as any third-party offered received by the Partnership that it intends to accept. In addition, as of the Closing, the General Partner, or other Anna PFC affiliate shall have an option

to acquire the interests of the Investor LP and the Special LP and an option to acquire the Project at fair market value.

K. MISCELLANEOUS

1. This MOU reflects the entire understanding between the parties and may only be amended in writing, signed by both parties. This MOU is a contract and not merely an “agreement to agree”.

2. Each party hereto is prohibited from assigning any of its interests, benefits or responsibilities hereunder to any third party or related third party, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed.

3. The parties agree to execute such documents and do other such reasonable things as may be necessary or appropriate to facilitate the development of the Project and the consummation of the agreements set forth herein.

4. The Anna PFC’s execution of this MOU is subject to approval by the Anna PFC’s Board of Directors.

5. This MOU may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one contract binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart

6. THIS MOU SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES.

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

8. The parties hereto submit exclusively to the jurisdiction of the state and federal courts of Collin County, Texas, and venue for any cause of action arising hereunder shall lie exclusively in the state and federal courts of Collin County, Texas.

9. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this MOU, or to recover damages for the breach of this MOU, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys’ fees, expended or incurred by the prevailing party in connection therewith.

10. The subject headings contained in this MOU are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

11. This MOU shall continue until terminated upon the occurrence of any one of the following conditions:

- (a) The Anna PFC and the Developer sign a mutual consent to terminate this MOU;
- (b) The Project has not received a commitment for Tax Credits by September 30, 2022;
- (c) Reserved;
- (d) Loan and Equity financing for the Project are not closed by October 31, 2022;
- (e) The terms of the Loan and Equity financing for the Project are unacceptable to the Anna PFC, in its sole discretion, and the Anna PFC provides the Developer notice of such fact and a 30-day opportunity to provide financing terms that are acceptable to the Anna PFC and the Developer, but the Developer does not do so;
- (f) The Anna PFC's Board of Directors takes action to disapprove the Project;
- (g) Developer fails to deliver Checklist items as required herein;
- (h) Either party breaches its obligations under this MOU, the non-breaching party provides the breaching party notice of such fact and a 15-day opportunity to cure, and the breaching party fails to do so; or
- (i) Either party files for bankruptcy protection, makes an assignment for the benefit of creditors, has a receiver appointed as to its assets, or generally becomes insolvent.

12. Upon termination of this MOU for any of the reasons cited above, neither party shall have any ongoing obligation to the other with respect to this MOU nor the Project, except for the obligation of the Developer to reimburse the Anna PFC for Costs as provided herein.

13. In addition, the provisions of this MOU with respect to the Project will be terminated when the General Partner is admitted to the Partnership and the Anna PFC and the Developer and their affiliates, as applicable, enter into definitive agreements with respect to the governance of the Partnership and the development, construction, financing, and operation of the Project as contemplated herein.

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

EXECUTED to be effective as of the date above shown.

ANNA PUBLIC FACILITY CORPORATION

By _____
Name: _____
Title: _____

PALLADIUM USA INC.

By _____
Name: _____
Title: _____

EXHIBIT A

ANNA PUBLIC FACILITY CORPORATION CHECKLIST OF DUE DILIGENCE FOR TAX CREDIT TRANSACTIONS

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

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

EXHIBIT B

PARTNERSHIP AGREEMENT TERMS

The following is a summary of terms that the Anna PFC will require in the Partnership Agreement. The following list is not intended to be exhaustive and is intended to supplement and not limit the terms of the MOU.

REPRESENTATIONS

- The General Partner will make representations only as to its existence and due authorization and execution of Partnership documents.
- The General Partner will become a partner in the Partnership at Closing, therefore pre-closing items must be addressed by the Special LP or other Developer affiliate. Under no circumstances will the General Partner execute documents on behalf of the Partnership that are effective prior to the General Partner's admission to the Partnership.
- The General Partner is not performing due diligence on the Project. Therefore, any representations regarding the Project must be provided by the Special LP.
- The General Partner's representations are generally as to its own knowledge. The knowledge of the General Partner may not be qualified by phrases such as "after due inquiry." The General Partner will make no inquiry.

COVENANTS

- The General Partner may covenant not to take affirmative actions, but the General Partner cannot covenant not to permit or allow others to do things.
- The General Partner cannot covenant to maintain the property tax exemption, but the General Partner may agree to cooperate with the Special LP in making any required filings.
- Any covenants relating to the operation of the Partnership or the construction or operation of the Project should be made by the Special LP (including, but not limited to, qualification for tax credits).
- The General Partner will not covenant to maintain adequate capital.

INDEMNITIES AND GUARANTEES

- The General Partner should be indemnified for all losses other than those caused by its gross negligence or willful misconduct.
- The General Partner's indemnification should not be conditioned on a court determination.
- The General Partner will indemnify only for its own gross negligence or willful misconduct. The General Partner will not indemnify for actions or inactions of the Special LP.
- The General Partner will not provide completion guarantees, environmental guarantees, credit guarantees, or covenant to make up for cash flow short falls.
- The General Partner will not be required to make loans to the Partnership.

- If the Partnership is required to provide a guarantee, the guarantee should either be limited to the assets of the Partnership or should explicitly state that the guarantee is not intended to be recourse to the General Partner.

DUTIES AND OBLIGATIONS FOR ADMINISTRATION OF PARTNERSHIP

- The General Partner will make a broad delegation to the Special LP with respect to the administration of the Partnership and the operation of the Project.
- The Special LP will be responsible for obtaining any insurance required by the Partnership Agreement or other Partnership documents and will name the General Partner and Contractor as additional insured parties where applicable.
- The Special LP will be responsible for ensuring any requirements for maintaining the ad valorem tax exemption are met, including any ongoing correspondence with the applicable appraisal district. The General Partner will agree to provide reasonable cooperation at the direction of the Special LP with respect to the ad valorem tax exemption.
- All reports that are required by the Investor LP shall be made by the Special LP, and any penalties imposed for late reports shall be imposed only on the Special LP.
- Notices required by the Investor LP shall be made by the Special LP.

OPTIONS/RIGHTS OF FIRST REFUSAL

- The Anna PFC will be granted the option and right of first refusal described in the MOU.
- The Special LP may be granted an option to acquire the Investor LP's Partnership interests, but under no circumstances shall the Special LP be granted an option to purchase the Project of the General Partner's Partnership interests.

TAXES AND ALLOCATIONS

- The Special LP will be responsible for the preparation of the tax return and tax filings. The General Partner will cooperate with the Special LP to the extent its signature is required.
- Losses in excess of capital accounts are allocated to the Special LP rather than the General Partner.
- The General Partner will not have a deficit restoration obligation either annually or on liquidation.
- The Special LP will be the "partnership representative" for the purposes of tax audits.
- If the Partnership has an adjustment on audit, the GP will pay its allocated share but will not put additional funds into the Partnership.

REMOVAL

- Unless a removal is caused by its own gross negligence or willful misconduct, the General Partner will not be liable for the costs related to removal or replacement.
- The General Partner will not be liable for events after removal.

MISCELLANEOUS

- The governing law, jurisdiction and venue will be Texas.



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation Board of Directors ("APFC"), approve and ratify the execution by the APFC President of that certain letter agreement between APFC and Hilltop Securities, Inc., dated May 4, 2022. (Director of Economic Development Joey Grisham)

SUMMARY:

This action is to simply approve and ratify a letter of agreement with Hilltop Securities, Inc. related to the Palladium East Foster Crossing project that was signed by PFC Board President Nate Pike. The document was reviewed and approved by legal counsel.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. 2022.0504_Palladium East Foster Crossing_General Partner Advisor Engagement Letter_Hilltop

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/5/2022

Timothy Earl Nelson

Managing Director – Public Finance
Tim.Nelson@hilltopsecurities.com
512-481-2022

2700 Via Fortuna
Suite 410; Building 2
Austin, Texas 78746

May 4, 2022

VIA E-MAIL

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

Mr. Pike,

As you know, Hilltop Securities Inc. (“Hilltop”) is currently providing **Anna Public Facility Corporation** (the “Client”) with municipal advisory services pursuant to a certain **Municipal Advisory Agreement, dated 08/28/2021** (the “MA Agreement”). The MA Agreement provides for Hilltop to advise the Client regarding the issuance and sale of certain indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Client from time to time during the term of the MA Agreement.

The Client has requested that Hilltop provide certain additional advisory services in connection with the participation of the Client as the parent entity of, and the 100% sole member of, the proposed APFC East Foster Crossing GP LLC (the “Company”) in the ownership partnership of Palladium East Foster Crossing, Ltd., (the “Borrower”) sponsored Palladium East Foster Crossing (the “Transaction”). Hilltop and the Client believe that the requested services related to the Transaction are not within the description of services of the MA Agreement. Therefore, we are pleased to submit this agreement and set-forth terms for the engagement of Hilltop by the Client as its advisor for the term of this letter agreement (the “Agreement”) with respect to the Transaction.

Description of Services

Upon the request of an authorized representative of the Client, Hilltop agrees to perform the consulting services stated in the following provisions of this Agreement and, for having rendered such services, the Company agrees to pay to Hilltop the compensation as provided in Attachment A. Hilltop will provide:

1. Negotiation; Documentation: Assist the Company in negotiating and reviewing all partnership related documentation for the Transaction;
2. Advice: Provide advice to the Company regarding the amount and timing of payments to be received for each of the roles contemplated related to the proposed multifamily development;
3. Meetings: Agree to attend all Board Meetings as requested by the Company;
4. Conference Calls: Agree to be available for all conference calls/meetings as requested by the Company; and

5. Closing of Transaction: Assist the Company in closing of the Transaction, including, if applicable, the generation of the Closing Memorandum.

Compensation and Expense Reimbursement

The fees and reimbursable expenses due to Hilltop for the services set-forth and described herein shall be in accordance with Attachment A, attached hereto. Payment for services shall be due and payable upon receipt of an invoice therefor.

Term and Termination

This Agreement shall become effective as of the date executed by the Company as set-forth on the signature page hereof and shall remain in effect until the closing of the Transaction unless terminated earlier by either party, with or without cause, upon at least thirty (30) days prior written notice, stating in such notice the effective date of the termination. In the event of such termination, it is understood and agreed that only the amounts due Hilltop for fees and expenses incurred to the date of termination will be due and payable.

Miscellaneous

1. Required Disclosures. Attached hereto as Attachment B, Hilltop is providing its Municipal Advisor Disclosure Statement, which sets forth disclosures by Hilltop of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how Hilltop addresses or intends to manage or mitigate the disclosed conflicts of interest, as well as describing the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop with the Securities and Exchange Commission.

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

2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.
3. Choice of Law and Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, and venue for and exclusive jurisdiction of any litigation related to or arising out of this Agreement shall be in the state district courts of Collin County, Texas.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If the foregoing correctly sets forth the terms of our Agreement, please sign the enclosed copy of this engagement letter in the space provided and return it to us.

HILLTOP SECURITIES INC.

By: _____
Name: Mr. Timothy Earl Nelson
Title: Managing Director

Agreed to this _____ day of _____, 2022

**ANNA PUBLIC FACILITY
CORPORATION**

By: _____
Name: Mr. Nate Pike
Title: President

ATTACHMENT A

FORM AND BASIS OF COMPENSATION

The fees due to Hilltop for the services described in this Agreement with respect to each Transaction during the term of this Agreement shall be as set-forth below, or as otherwise negotiated in advance and agreed to by the parties in writing:

For services relating to execution of the Transaction specified in the Agreement and referred to therein, Hilltop shall receive an advisory fee ("Advisory Fee") equal to **\$50,000**.

Please note that the above fees are paid by the Borrower and not by the Client.

ATTACHMENT B

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and

the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the

securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

VII. Additional Conflicts Disclosures.

The Firm has identified the following additional potential or actual material conflicts of interest:

- The Firm represents multiple issuers/obligors on same project.

In addition to serving as Municipal Advisor to the Issuer on the transaction, the Firm or an affiliate may be providing other services to the Issuer unrelated to the transaction or outside the scope of the Municipal Advisory Agreement and either will receive additional fees or may receive additional fees for such other services from the Issuer.

- The Firm serves as bidding agent escrow agent, GIC bidding agent, or swap advisor for the Issuer or provides derivatives or commodities hedging services to the Issuer and receives fees either under a separate contract or from a third-party.
- The Firm's affiliate, Hilltop Securities Asset Management, LLC, provides arbitrage rebate compliance services to the Issuer either under a separate contract or under the municipal advisory fee structure.
- The Issuer participates or anticipates participating in a government pool for which the Firm receives fees for serving as co-administrator.
- The Firm has served as financial advisor to the general partner on prior or current transactions, for which it will receive a financial advisory fee in addition to the fees to be received for serving as Municipal Advisor to the Issuer under a separate contract.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and

voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.

- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA_Client_Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

ATTACHMENT C

DISCLOSURE OF MATERIAL RISKS

Municipal entities and other obligated parties should carefully consider the risks of all securities transactions prior to execution. A certain level of risk is inherent in all liabilities. The key is to determine whether the level of risk is acceptable. Risks will vary depending upon the structure and terms of the partnership agreement. There are risks that are common to all deal types and some that are specific to each transaction. Some risks can be mitigated if properly identified ahead of time. Some risks are out of the control of all parties involved in the transaction and therefore cannot be mitigated nor avoided. Some risks are borne by the participant, resulting in the participant demanding a higher compensation to offset the acceptance of risk.

As a municipal advisor, it is our fiduciary duty to analyze every aspect of a client's financial situation. A municipal advisor must take into account all assets and all liabilities of the client, current and anticipated, to create the best financial plan to achieve the client's objectives. No single transaction is viewed as separate and apart from prior transactions. The analysis includes a number of other factors, but it must include a thorough understanding of the client's risk tolerance compared to the material risks associated with a specific contemplated transaction.

The following is a general description of the financial characteristics and material risks associated with the Transaction that are foreseeable to us at this time. As the transaction progresses, material changes to the risk disclosures identified here will be supplemented for your consideration. However, the discussion of risks contained here should not be considered to be a disclosure of all risks or a complete discussion of the risks that are mentioned. Nothing herein constitutes or shall be construed as a legal or tax advice. You should consult your own attorney, accountant, tax advisor or other consultant for legal or tax advice as it relates to this specific transaction.

Legal Risks

While the use of limited liability companies can limit the risk of litigation, there is no guaranty that a court would not "pierce the corporate veil" and look to the parent entity to meet any legal obligations of the LLC for which it is the sole member.

Reputation Risk

While the use of limited liability companies can limit the legal risk of litigation, there is no way to insure against the reputational risk that might be suffered through the Client's involvement with the proposed real estate partnership.

Tax Compliance Risk

The operation of a partnership formed for the purpose of developing a project using the tax credit program is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the closing of a tax credit transaction. You also must covenant to take certain additional actions after the closing of the tax credit transaction. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that is paid on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or the bond issue, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. This description of tax compliance risks is not intended as legal advice and you should consult with your counsel regarding tax implications of participating in a partnership.



Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to release portions of existing easements for temporary sanitary sewer and drainage utilities which are no longer necessary in the Anna Crossing Phase 1C Subdivision. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The Developer for Anna Crossing Phase 1C dedicated sanitary sewer and drainage easements on and across Phase 1C during the development of the overall project. These easements were to remain in place until Phase 1C was developed. Now that Phase 1C is complete, these easements are no longer needed. The public sewer system and public drainage system constructed with Phase 1C has replaced the improvements which used to be within these easements. As such, the developer is requesting the City to release the easements.

Staff has reviewed the request, the release documents, and the infrastructure on and across Anna Crossing Phase 1C and has determined that the requested release of these easements is correct and consistent with the development plans. As such, staff is recommending approval of the resolution.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution and Release - Anna Crossing 1C Easement Release

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/5/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENT RELEASE DOCUMENTS FOR THE PARTIAL RELEASE OF SANITARY SEWER EASEMENTS AND DRAINAGE EASEMENTS IN PHASE 1C OF ANNA CROSSING SUBDIVISION AS SHOWN IN EXHIBIT “A” ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the developer of Anna Crossing dedicated sanitary sewer and drainage easements to the City of Anna for temporary purposes as other phases of the project were developed; and,

WHEREAS, the Developer has now constructed the necessary infrastructure in Phase 1C of Anna Crossing Subdivision to allow for the sanitary sewer and drainage easements to be abandoned; and,

WHEREAS, the City has determined that the existing sanitary sewer and drainage easements are no longer required to provide public sanitary sewer and storm drainage for the Anna Crossing development; and,

WHEREAS, upon execution of the easement release documents the Developer shall file the documents in Collin County for record in the Public Records; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute the easement abandonment documents as shown in Exhibit “A” attached.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

Exhibit "A"

AFTER RECORDING RETURN TO:

SKORBURG COMPANY
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225

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

PARTIAL RELEASE OF EASEMENT

The CITY OF ANNA, a Texas Home Rule Municipal Corporation (the "*City*"), does hereby partially release (the "*Released Easement*") a portion of the Permanent Sewer Easement (the "*Permanent Easement*") described in the Instrument entitled Permanent Sewer Easement dated February 20, 2015, and recorded under Instrument No. 20150619000737770, Official Public Records, Collin County, Texas

The purpose of the Released Easement is to release the portion of the existing Permanent Easement crossing Lots 1-7X, Block A, Anna Crossing, Phase 1C, recorded under Instrument No. 2022-78, Plat Records, Collin County, Texas. The City hereby acknowledges that the Released Easement is effectuated by the re-alignment of the sewer line associated with the construction and dedication of said Anna Crossing, Phase 1C, (the "*Substituted Access*"). It is understood that the remaining portion of the Permanent Easement shall remain in full force as stated therein.

The City, executes this partial release of easement in acknowledgment of the sufficiency of the Substituted Access to the existing Sanitary Sewer Line, and thereby acknowledges and confirms the Released Easement herein.

For the purpose of clarity, the Released Easement is more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

[SIGNATURE PAGE TO FOLLOW]

Grantor:

City of Anna, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

§

This instrument was acknowledged before me on the _____ day of _____, 2022,
by _____, _____ of the City of Anna, a Texas Home
Rule Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "A"

LEGAL LAND DESCRIPTION

PERMANENT SEWER EASEMENT PARTIAL RELEASE

BEING a portion of that certain tract of land in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas, described as Permanent Sewer Easement (hereinafter referred to as Permanent Sewer Easement), as recorded in Instrument Number 20150619000737770, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being a portion of that certain tract of land described as Block A, Anna Crossing Phase 1C (hereinafter referred to as Block A), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2022-78, Plat records, Collin County, Texas (P.R.C.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Permanent Sewer Easement, same being the Northeast corner of said Block A, same being the Northwest corner of that certain tract of land described in a deed to Robert W. Price (hereinafter referred to as Price tract), as recorded in Instrument Number 19930202000078430, O.P.R.C.C.T., same also being the South line of that certain tract of land described as Anna Crossing Phase 1B, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2017-570, P.R.C.C.T.;

THENCE South 00 degrees 06 minutes 25 seconds East, departing the South line of said Anna Crossing Phase 1B and with the common line between said Block A and said Price tract and with the East line of said Permanent Sewer Easement, a distance of 608.53 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Block A, same being the existing North right-of-way line of Penn Street (50' right-of-way), as recorded in Instrument Number 2022-78, P.R.C.C.T.;

THENCE South 89 degrees 49 minutes 30 seconds West, departing the West line of said Price tract, with the common line between said Block A and the existing North right-of-way line of said Penn Street and crossing said Permanent Sewer Easement, a distance of 30.00 feet to a West line of said Permanent Sewer Easement;

THENCE North 00 degrees 06 minutes 25 seconds West, departing the existing North right-of-way line of said Penn Street, crossing said Block A, with the West line of said Permanent Sewer Easement, a distance of 579.01 feet to a inner-ell corner of said Permanent Sewer Easement, same being a point in Cain Drive (50' right-of-way), as recorded in Instrument Number 2022-78, P.R.C.C.T.;

THENCE North 89 degrees 16 minutes 15 seconds West, crossing said Cain Drive, with a South line of said Permanent Sewer Easement, a distance of 41.67 feet;

THENCE North 00 degrees 09 minutes 26 seconds West, continue crossing said Cain Drive, with a West line of said Permanent Sewer Easement, a distance of 30.00 feet to the Northwest corner of said Permanent Sewer Easement, same being the North line of said Anna Crossing Phase 1C, same being the South line of the aforesaid Anna Crossing Phase 1B;

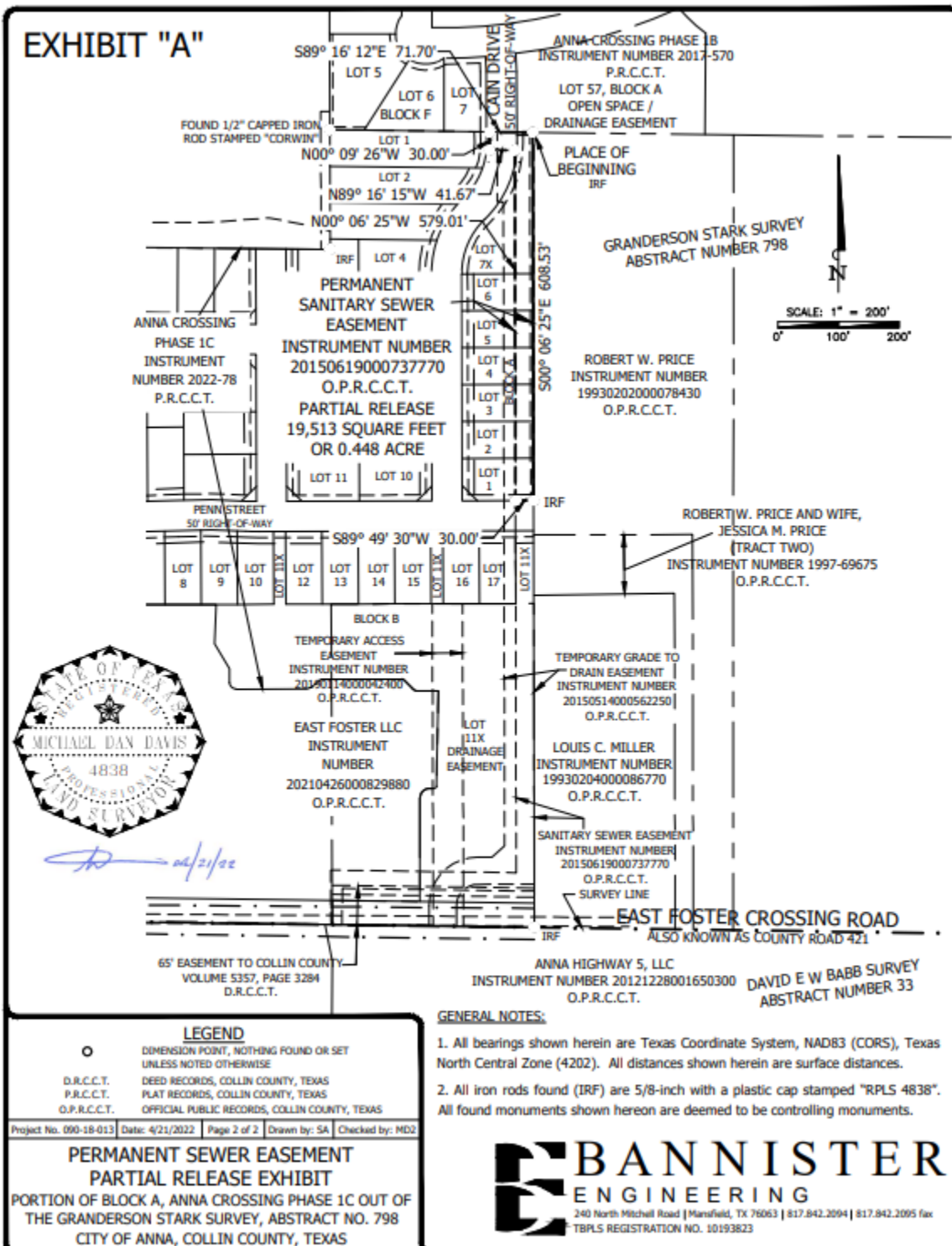
THENCE South 89 degrees 16 minutes 12 seconds East with the common lien between said Anna Crossing Phase 1C and said Anna Crossing Phase 1B, a distance of 71.70 feet to the **PLACE OF BEGINNING**.

Project No. 090-18-013 | Date: 4/21/2022 | Page 1 of 2 | Drawn by: SA | Checked by: MDZ

PERMANENT SEWER EASEMENT
PARTIAL RELEASE EXHIBIT
PORTION OF BLOCK A, ANNA CROSSING PHASE 1C OUT OF
THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

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

EXHIBIT "A"



AFTER RECORDING RETURN TO:

SKORBURG COMPANY
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225

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

RELEASE OF EASEMENT

The CITY OF ANNA, a Texas Home Rule Municipal Corporation (the "*City*"), does hereby release the Temporary Grade to Drain Easement (the "*Temporary Easement*") described in the Temporary Grade to Drain Easement dated May 13, 2015, and recorded under Instrument No. 20150514000562250, Official Public Records, Collin County, Texas.

The purpose of the Temporary Easement was to allow temporary grading to drain and has been re-routed for development purposes. The City hereby acknowledges that the release of the Temporary Easement is effectuated by the dedication and construction of Anna Crossing Phase 1C, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2022-78, Plat Records of Collin County, Texas (the "*Substituted Re-Route*").

The City, executes this Release of Easement in acknowledgment of the sufficiency of the Substituted Re-Route, and thereby acknowledges and confirms the Temporary Easement obsolete and released.

For the purpose of clarity, the Abandoned Easement is more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

[SIGNATURE PAGE TO FOLLOW]

Grantor:

City of Anna, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the _____ day of _____, 2022,
by _____, _____ of the City of Anna, a Texas Home
Rule Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "A"

LEGAL LAND DESCRIPTION

TEMPORARY GRADE TO DRAIN EASEMENT RELEASE

BEING all of that certain tract of land in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas, described as Temporary Grade To Drain Easement (hereinafter referred to as Temporary Grade To Drain Easement), as recorded in Instrument Number 20150514000562250, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being a portion of that certain tract of land described as Anna Crossing Phase 1C, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2022-78, Plat Records, Collin County, Texas (P.R.C.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Temporary Grade To Drain Easement, same being the Northeast corner of said Anna Crossing Phase 1C, same being the Northwest corner of that certain tract of land described in a deed to Robert W. Price (hereinafter referred to as Price tract), as recorded in Instrument Number 19930202000078430, O.P.R.C.C.T., same also being the South line of that certain tract of land described as Anna Crossing Phase 1B, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2017-570, O.P.R.C.C.T.;

THENCE South 00 degrees 06 minutes 25 seconds East, departing the South line of said Anna Crossing Phase 1B and with the common line between said Anna Crossing Phase 1C and said Price tract, pass at a distance of 665.04 feet, the Northwest corner of that certain tract of land described in a Deed of Trust to Robert W. Price and wife, Jessica M. Price (hereinafter referred to as Robert and Jessica Price tract), as recorded in Instrument Number 1997-69675, O.P.R.C.C.T. and continue with said course and the common line between said Anna Crossing Phase 1C and said Robert and Jessica Price tract, pass at a distance of 764.85 feet, the Westerly Southwest corner of said Robert and Jessica Price tract, same being the Northwest corner of that certain tract land described in a Deed of Trust to Louis C. Miller (hereinafter referred to as Miller tract), as recorded in 19930204000086770, O.P.R.C.C.T., and continue with said course and the common line between said Anna Crossing Phase 1C and said Miller tract, continue with said course and the common line between said Anna Crossing Phase 1C and said Miller tract for a total distance of 1242.50 feet to the Easterly Southeast corner of said Temporary Grade To Drain Easement;

THENCE with a South line of said Temporary Grade To Drain Easement and crossing said Anna Crossing Phase 1C for the following 3 courses:

1. South 89 degrees 53 minutes 35 seconds West, departing the West line of said Miller tract, a distance of 93.75 feet to the beginning of a curve to the left, whose long chord bears South 44 degrees 53 minutes 46 seconds West, a distance of 49.50 feet;
2. Southwesterly with said curve to the left having a radius of 35.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 54.98 feet;
3. South 00 degrees 06 minutes 25 seconds East, a distance of 34.25 feet to the South line of said Anna Crossing Phase 1C, same being the Southerly Southeast corner of said Temporary Grade To Drain Easement, same also being in East Foster Crossing Road;

THENCE North 89 degrees 11 minutes 24 seconds West with the South line of said Anna Crossing Phase 1C and with a South line of said Temporary Grade To Drain Easement and also with said East Foster Crossing Road, a distance of 45.01 feet to the Southwest corner of said Temporary Grade To Drain Easement;

Continued on Page 2:

Project No. 090-18-013 | Date: 4/21/2022 | Page 1 of 3 | Drawn by: SA | Checked by: MCD

TEMPORARY GRADE TO DRAIN EASEMENT
RELEASE EXHIBIT
PORTION OF ANNA CROSSING PHASE 1C
OUT OF THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBLPS REGISTRATION NO. 10093823

EXHIBIT "A"

LEGAL LAND DESCRIPTION

TEMPORARY GRADE TO DRAIN EASEMENT RELEASE

Continued from Page 1:

THENCE with the West line of said Temporary Grade To Drain Easement and crossing said Anna Crossing Phase 1C for the following **7** courses:

1. North 00 degrees 06 minutes 25 seconds West, departing said East Foster Crossing Road, a distance of 33.53 feet to the beginning of a curve to the right, whose long chord bears North 44 degrees 53 minutes 40 seconds East, a distance of 113.14 feet;
2. Northeasterly with said curve to the right having a radius of 80.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 125.66 feet;
3. North 89 degrees 53 minutes 35 seconds East, a distance of 23.75 feet;
4. North 47 degrees 53 minutes 35 seconds East, a distance of 28.28 feet;
5. North 00 degrees 06 minutes 25 seconds West, a distance of 1063.54 feet;
6. South 89 degrees 53 minutes 35 seconds West, continue crossing said Anna Crossing Phase 1C, a distance of 10.00 feet;
7. North 00 degrees 06 minutes 25 seconds West, a distance of 115.90 feet to the North line of said Anna Crossing Phase 1C, same being the South line of the aforesaid Anna Crossing Phase 1B, same being the Northwest corner of said Temporary Grade To Drain Easement;

THENCE South 89 degrees 16 minutes 12 seconds East with the North line of said Temporary Grade To Drain Easement and with the common line between said Anna Crossing Phase 1C and said Anna Crossing Phase 1B, a distance of 58.99 feet to the **PLACE OF BEGINNING**.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	54.98'	35.00'	90°00'00"	S44° 53' 46"W	49.50'
C2	125.66'	80.00'	90°00'00"	N44° 53' 40"E	113.14'

Line Table

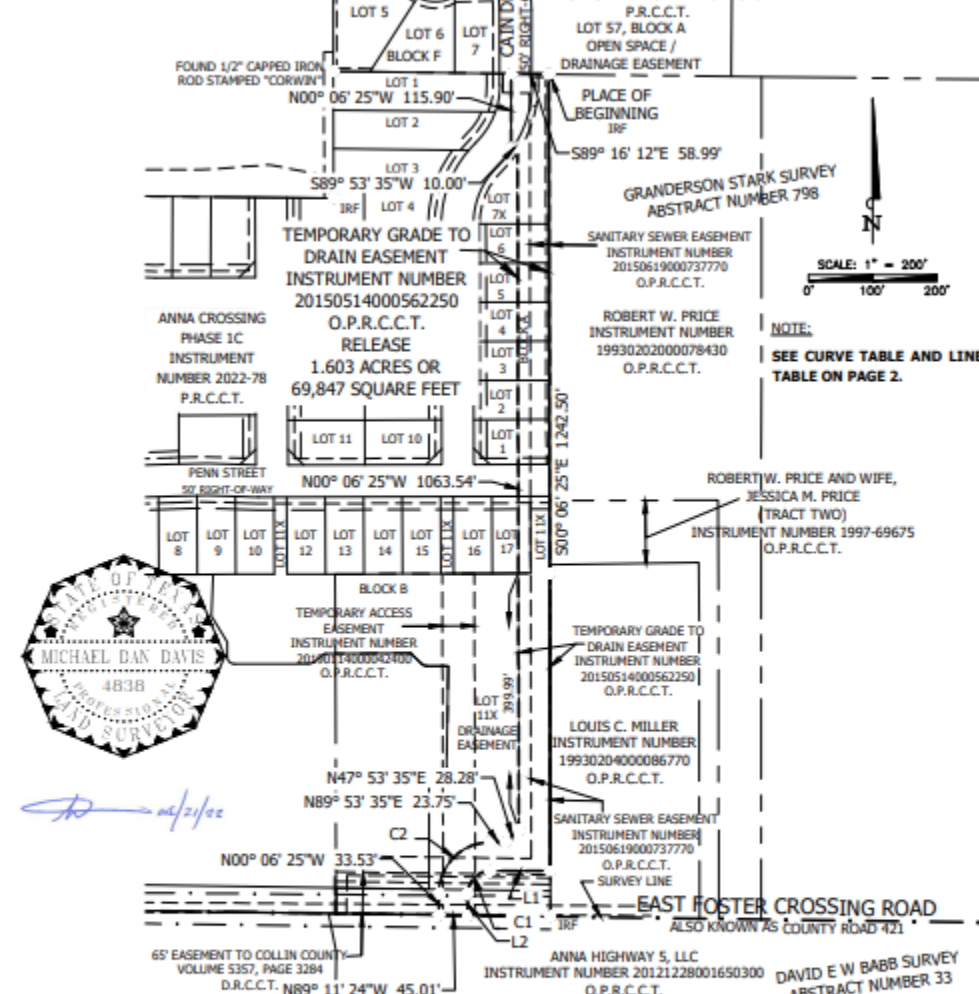
Line #	Length	Direction
L1	93.75'	S89° 53' 35"W
L2	34.25'	S0° 06' 25"E

Project No. 090-18-013 Date: 4/21/2022 Page 2 of 3 Drawn by: SA Checked by: MGD

TEMPORARY GRADE TO DRAIN EASEMENT
RELEASE EXHIBIT
PORTION OF ANNA CROSSING PHASE 1C
OUT OF THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

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

EXHIBIT "A"



LEGEND

- CORRECTION POINT, NOTHING FOUND OR SET UNLESS NOTED OTHERWISE
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

Project No. 090-18-013 Date: 4/21/2022 Page 3 of 3 Drawn by: SA Checked by: MGD

TEMPORARY GRADE TO DRAIN EASEMENT RELEASE EXHIBIT

PORTION OF ANNA CROSSING PHASE 1C
OUT OF THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

GENERAL NOTES:

- All bearings shown herein are Texas Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.
- All iron rods found (IRF) are 5/8-inch with a plastic cap stamped "RPLS 4838". All found monuments shown hereon are deemed to be controlling monuments.

BANNISTER
ENGINEERING

240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPIS REGISTRATION NO. 10093823



Item No. 6.p.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution Establishing the Project Charter for the Anna Public Library project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is for the City Council to approve a resolution adopting the Project Charter for the Anna Public Library. This item is being presented for approval based upon the presentation at the April 26, 2022 City Council Meeting and feedback received.

A copy of the presentation from April 26th is attached.

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.

At the April 26th meeting, staff provided a presentation on the process, findings, and draft charter. In addition, members of the APLE Task Force provided their perspective on the process, public engagement, and results. Finally, the City Council provided their feedback on the draft charter.

The feedback received from the Council was used in preparation of the final Project Charter which is being proposed for adoption in this agenda item.

FINANCIAL IMPACT:

None at this time. The project has a \$22M budget through Bond funds approved in the May 2021 Bond Election.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Anna Public Library City Council Presentation 4-26-22
2. RES. Library Project Charter

APPROVALS:

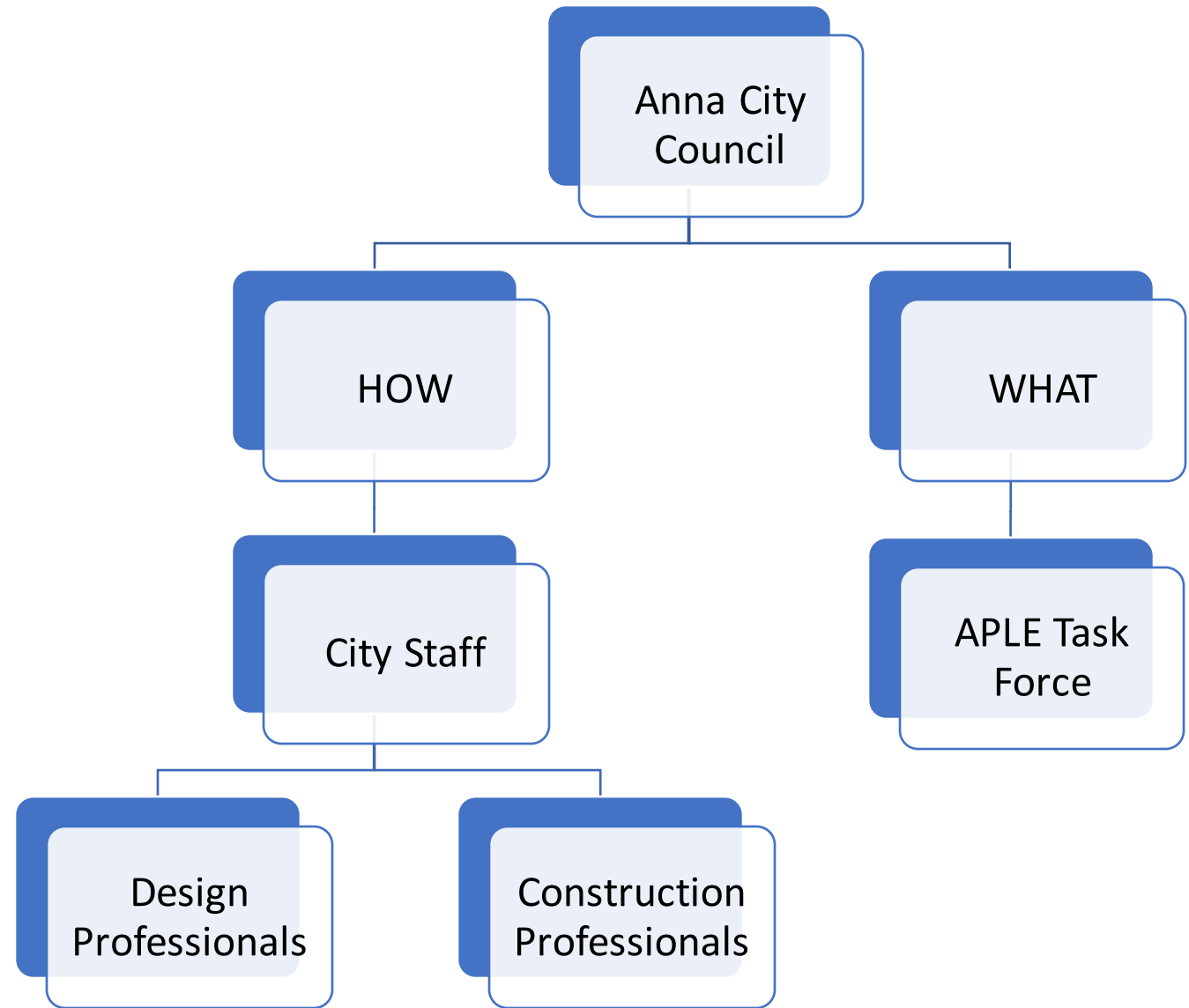
Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/6/2022



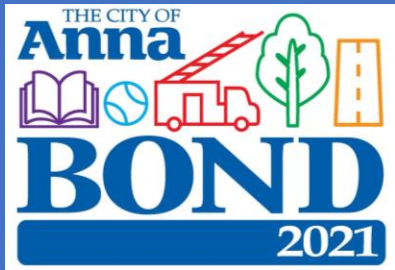
Overview

- Library History/Process
- APLE Task Force Efforts
- Public Engagement Process
- Project Charter Development
- Charter – Key Items
- Next Steps



Library History

- 2020 City of Anna Strategic Plan
 - Goal 2: Anna, A Great Place to Live
 - Objective 1: Develop a New City Library
- 2021 City of Anna Strategic Plan
 - Goal 3: Anna, A Great Place to Live
 - Management Action #1 (Top Priority): Library Design



- Voter Approved - May 2021 Bond Election
- \$22M Budget

Library Process

- May 2021 – Voters approve Bond to fund a new City Library with a budget of \$22M.
- Summer 2021 – City prepares financial documents and completes processes to issue first round of debt service to fund Bond projects.
- Fall 2021 – Council approves agreements, creating the Library pre-design team:
 - Project Advocates
 - 720 Design
- Fall 2021 – Council selected a task force comprised of Anna neighbors to begin defining the project needs for the Library.
- Winter 2021 – Spring 2022 – the APLE Task Force works to define the “WHAT” of the project, which is the major components of the project which meet the needs of the community.

APPLE Task Force Members

Danny Ussery

(City Council Member)

Kevin Toten

(City Council Member)

Alexa Swanpool

(Friends of the Anna Community Library Board Member)

Alfredo Fernandez

(Diversity & Inclusion Board Member)

Dr. Bradley Duncan Ed.D

(Anna ISD)

Elden Baker

(Anna Historical Society, Park Board Member)

Kelly Herndon-Patterson

(Friends of the Anna Community Library Board Member, P&Z Board Member)

Kylee Kelley

(EDC/CDC Board Member)

Mackenzie Jenks

(Park Board Member)



APPLE Task Force Efforts

- In-person and virtual meetings
- Research & review of modern library programs
- In-person group library tours in DFW and Central Texas
- Community outreach
 - Development of community survey questions and outreach processes
 - Review of community feedback and data
- Ranking and selection of library components
- Project Charter Development

Many Task Force members gave 100+ hours of their personal time toward this process over the last 4-1/2 months



The Anna Public Library Engagement (APLE) Task Force toured:

John and Judy Gay (McKinney) Library
 Cozby (Coppell) Public Library
 Flower Mound Public Library
 East Arlington Library
 Central Arlington Library
 Austin Public Central Library
 Seguin Public Library
 San Marcos Public Library
 Hewitt Public Library

Tours included discussions with library staff to determine:

- *What works well? What doesn't?*
- *What would you have done differently?*
- *What do visitors use the most/least?*



Community Engagement

- The Library pre-design team conducted the most robust and thorough public engagement process which has ever been utilized for a capital project in Anna.
- The process included:
 - Community Focus Group Meetings
 - Individual Stakeholder/Community Leader Meetings
 - In-Person and Virtual Options for all community members
 - Online Survey for neighbors unable to attend a meeting



COMMUNITY FOCUS GROUPS



Online Survey

610 Participants
95% Anna Residents
46% Young Children At Home
25% Teen Children At Home
4% Under the Age of 24

- Primary reasons for using any library:
 - Check out print materials
 - Attend a children's program/event
 - Attend an event related to hobbies/interest

Future Anna Community Library



Community Meetings

11

Activities

102

Participants

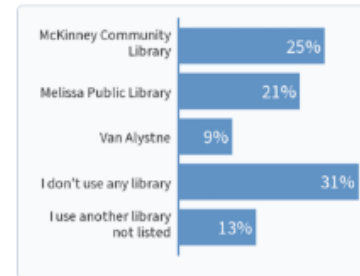
171

Average responses



Engagement

Do you use another Library? (check all that apply)



Response options

McKinney Community Library

Melissa Public Library

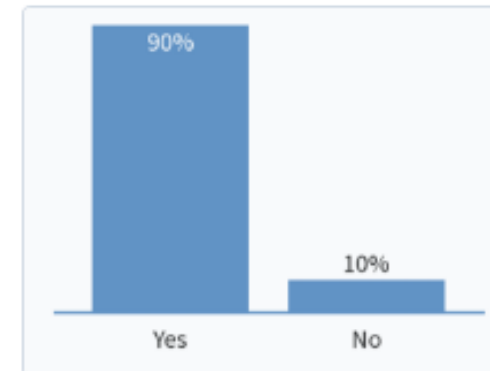
Van Alystne

I don't use any library

I use another library not listed

Count	Percentage
30	25%
25	21%
11	9%
37	31%
16	13%

Do you live in the City of Anna?



Response options

Yes

No

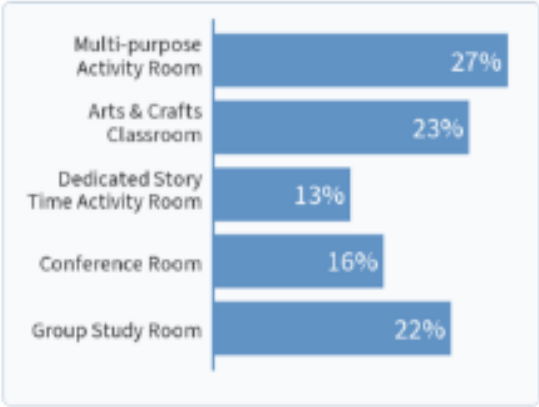
What is missing in Anna?

Arcade/Gaming x9	Walking/Jogging Trail x3	Shopping x14
City Pool	Bike Trail x3	Library x13
Computer Classes	Amphitheatre x3	Movie Theater x12
Library	Downtown Square	Restaurants x11
Music Room	Parks with Shade trees	Meeting Spaces x9
Seminar Rooms	Downtown Square Area	Community Room x7
Gaming	Museum Spaces	Recreation Center x6
Arcade	Arts/Fabric Store	Community Theater x2
Bowling Alley	Volleyball Court	Senior and Social Center x2
Board Games	"Chill" space	Music/Orchestra x2
Business Center (copy/fax/scan)		Dances x2
Drawing/Art Classes	Botanical Gardens	Philosophy Club
Photography Classes	Dog Park	Civic Auditorium
Second Language Class	Exhibit Space	Art Shows
Activities for Kids	Butterfly Garden	Public "Hang Out" Space
Discovery Center		Homeschool Room
Maker Space		
Nutrition Center		
Indoor Fun		
Drawing/Art Class		

What Ideas would you like to share in planning a new library?

Flexible Spaces	Murals by local artists	Baby Friendly Spaces
Preservation of the History	Adequate Parking	Space for all sizes of meetings
Opportunities to volunteer	Minimize Carbon Footprint/Solar Powered	Build a community Center
Reading, learning, music lessons, gardening	Water Feature	Multi-purpose spaces
Low or No cost Programs	Space for Food Trucks	Event Center and a Library
Kitchen skills	Comfortable seating	Concert spaces
Horseshoe Game area	Focal Point	Keep Seniors in Mind
	Extended hours for the whole building	Bunco Room
	Lots of Windows – natural light	
	Local artist displays	
	Views in and out	
	Aesthetically respectful to Anna's Heritage	
	Emergency cooling and heating stations	

What are the three (3) most important **GATHERING SPACES** in the new Anna Library?



Response options	Count	Percentage
Multi-purpose Activity Room	#1 62	27%
Arts & Crafts Classroom	#2 54	23%
Dedicated Story Time Activity Room	29	13%
Conference Room	36	16%
Group Study Room	#3 50	22%



Engagement

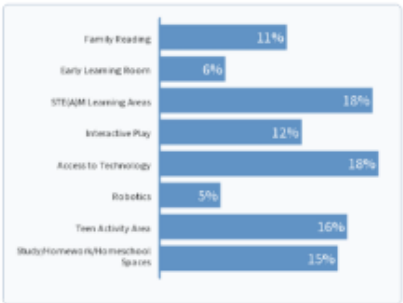
231

Responses





What are the three (3) most important **LEARNING & INTERACTIVE** spaces in the new Anna Community Community Library?



Response options

Count Percentage

Family Reading

25 11%

Early Learning Room

13 6%

STE(A)M Learning Areas

#2

42 18%

Interactive Play

28 12%

Access to Technology

#1

43 18%

Robotics

12 5%

Teen Activity Area

#3

37 16%

Study/Homework/Homeschool Spaces

35 15%

76%

Engagement

235

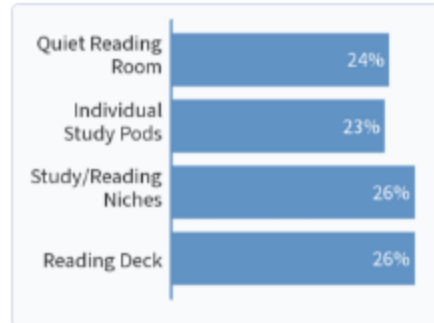
Responses



PROJECT
ADVOCATES
Your Project. Our Passion.

720 design
www.720design.net

What are the three (3) most important **COMMUNITY LIVING ROOM** spaces in the new Anna Community Library?



Response options

Count Percentage

Quiet Reading Room

52 24%

Individual Study Pods

51 23%

Study/Reading Niches

#1

58 26%

Reading Deck

#1

58 26%

72%

Engagement

219

Responses



PROJECT
ADVOCATES
Your Project. Our Passion.

720
design
www.720design.net

#1



PROJECT
ADVOCATES
Your Project. Our Passion.

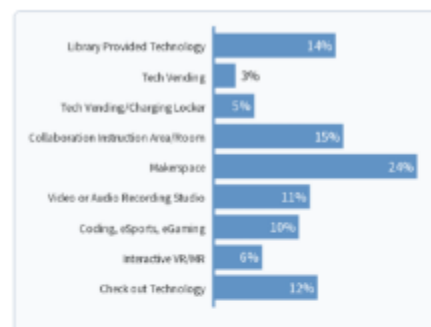
#2



#3



What are the three (3) most important **TECHNOLOGY** spaces in the new Anna Community Library?



Response options

Percentage

Library Provided Technology

#3

14%

Tech Vending

3%

Tech Vending/Charging Locker

5%

Collaboration Instruction Area/Room

#2

15%

Makerspace

#1

24%

Video or Audio Recording Studio

11%

Coding, eSports, eGaming

10%

Interactive VR/MR

6%

Check out Technology

12%

74%

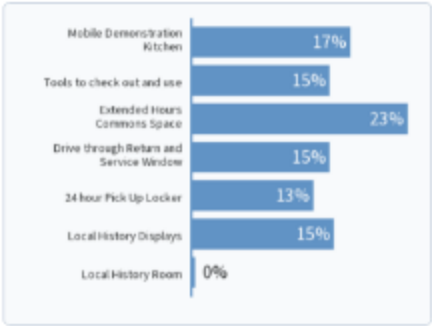
Engagement

230

Responses

720 design
www.720design.net

What are the three (3) most important **TRENDS** in the new Anna Community Library?



Response options	Count	Percentage
Mobile Demonstration Kitchen	39	17%
Tools to check out and use	34	15%
Extended Hours Commons Space	53	23%
Drive through Return and Service Window	34	15%
24 hour Pick Up Locker	30	13%
Local History Displays	35	15%
Local History Room	1	0%

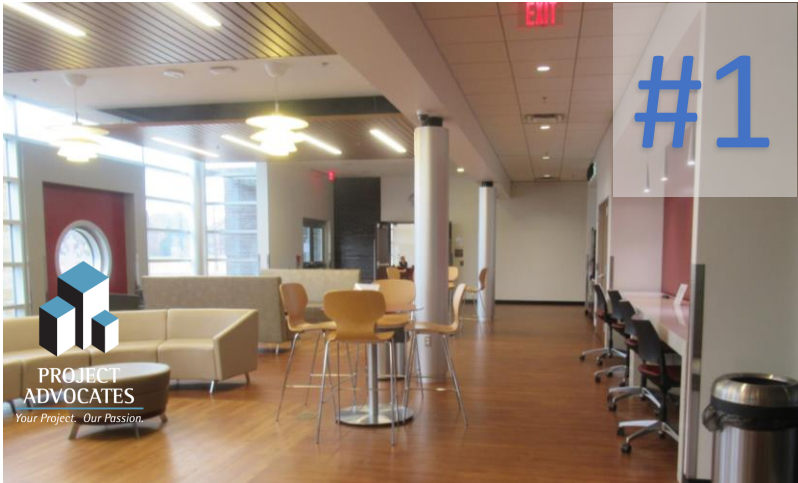
73%
Engagement

226
Responses

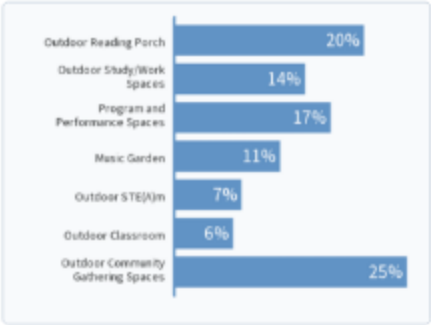


After-hours keycard access

720
design
www.720design.net



What are the three (3) most important OUTDOOR spaces in the new Anna Community Library?



Response options

Count Percentage

Outdoor Reading Porch

#2

45

20%

Outdoor Study/Work Spaces

31

14%

Program and Performance Spaces

#3

37

17%

Music Garden

25

11%

Outdoor STE(A)m

16

7%

Outdoor Classroom

14

6%

Outdoor Community Gathering Spaces

#1

55

25%

73%

Engagement

223

Responses

720 design
www.720design.net



What are community leaders saying about the potential of our library?

Community Leaders Interviewed:

City Leaders

Anna ISD and Maker Staff

Anna ISD Leadership

EDC/CDC

Religious Leaders

Chamber of Commerce

Melissa Library Board Member/Anna Resident

- The library can be a catalyst for development and help to bring **life to downtown**.
- Anna is the last blank slate in Collin County. This offers groundbreaking **opportunities**.
- The library could play a role in attracting businesses to Anna – good schools, good libraries, **good quality of life**.
- The library should reflect the **unique** nature of the community – maybe tie into the Heritage Square and trains – the city would support a unique solution.
- The library can act as a **social equalizer**.
- Be a **safe** place.
- Lessen the learning loss over the summer.
- The city is **growing** really fast and it's not as easy to know your neighbors. The library can foster a sense of **community**.
- The ISD is creating a **Maker Culture of entrepreneurs**.
- Kids that **excel** are kids that read
- The **spirit** of Anna:
 - A place to come together.
 - Gathering spaces.
 - What can I learn from you?
 - A place to talk to your neighbor.
 - Odd but special.

Word Cloud of Community Feedback

Imaginative experience Inspiring futuristic
access Warm Unique learning Welcoming
Informative Cozy Engaging Kid-friendly
everyone diverse Current Colorful Resources
entertaining Family-friendly Safe Beautiful
Accessible outdoor Helpful Interactive Happy Convenient area
Clean entrance rooms Genealogy Cool programs old Empowering
Buzzing multiethnic time Multicultural Family Quiet Meeting
Organized Innovative windows calm study Children Fun
Variety Cabin-like Big Community Modern exciting
Home Books room gathering Light space
Science Inviting flexible Tutorial Educational
encouraging Comfy Tons Open Makerspace Friendly
Collaboration Lots Anna Easy Bright creativity
Spacious Sitting Opportunity center Technology
Cheerful social Multilingual center Relaxing
Programming Usable seniors Available inclusive
creative Tidy Home-like



Draft Project Charter

- Project Description
- Facility Goals
- Program Goals
- Community Goals
- Team Goals
- Schedule Milestones
- Project Team
- Communication Objectives
- Cost Planning Objectives



ANNA COMMUNITY 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:

- 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 (Warning 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
- STE(A)M - Science, Technology, Engineering, the Arts and Mathematics
- Dedicated quiet spaces
- Multi-cultural programs
- Naming of rooms and spaces shall be based on yet to be determined library policy
- 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	Q2 2022
• Design team selection and engagement	Q3 2022
• Design Phase	Q3 2022 through Q2 2023*
• Contractor selection and engagement	Q3 2023*
• Construction Phase	Q3 2023 through Q3 2024*
• Owner occupancy	Q3 2024 through Q4 2024*
• Opening	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

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 space
- family focused environment
- community inclusiveness for all ages
- nurturing lifelong learners

Facility Goals

- Satisfy the needs of a projected population of 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 ever-changing diversity within the growing population while keeping the building unique to Anna
- Emphasize versatility and efficiencies, along with a learning atmosphere
- Provide a connection to the outdoor environments
- Emphasize technology infrastructure including RFID (check-out system)
- A safe place for the community including emergency generator access (warming station)
- Areas open for extended hours
- Will not include a storm shelter, will not 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 multipurpose collaboration spaces
- Designated family spaces
- A hub of connectivity free to the community

Program Goals

- Educational Programs for life skills
 - food & nutrition programs
- High Tech Makerspace
- Art(s)
- Crafts
- Teen Gathering Space
- STE(A)M – Science, Technology, Engineering, the Arts, Mathematics
- Dedicated Quiet Spaces
- Multicultural programs
- Naming of rooms and spaces based on Library Policy (to be determined)
- Designated family place
- Children's space, including Storytime
- Summer reading support space
- Summer 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

Project Team

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

Communication Objectives

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



Schedule Milestones

Q2 2022	Finalized Project Charter for City Council Approval
Q3 2022	Design Team Selection and engagement
Q3 22 – Q2 23	Design Phase
Q3 2023*	Contractor selection and engagement
Q3 23 – Q4 24*	Construction Phase
Q3-Q4 2024*	Owner occupancy
Q1 2025*	Public opening

Cost Planning Objectives

- Plan, Design, and Build to the overall budget of \$22,000,000
- We will design to a budget, not budget for a design



Project Charter Implementation

Focus on Fiscal Responsibility

- Design to the budget
- Utilize project costing and detailed estimates to determine correct mix of building size and building quality

Focus on the Functional Community Needs

- Design to the feedback from the community
- The planning and programming of community space needs will determine building footprint, not an architectural vision

Maintain Design Control

- Ensure that the final design:
 - Follows the budget established by the Bond Election
 - Meets the needs of the Community
 - Utilizes readily available materials
 - Utilizes common construction methods to ensure quality and timely construction



Library Team Roles in the Next Phase

City Staff

- Oversees all consultants and contractors
- Ensures the project meets Charter and Council Goals
- Provides Owner input on all design and construction decisions
- Directly manages the civil engineering, geotechnical engineering, landscape architecture, utility/drainage/paving system design, and construction

Project Advocates (Next contract phase - May Council Meeting)

- Project Driver (keep it moving forward)
- Stakeholder Coordination
- Project Scheduling
- Budget Management & Cost Estimating
- Process management:
 - Consultant Selection
 - Bid Process
 - Contractor Selection & Daily Oversight

720 Design (Next contract phase - May Council Meeting)

- Space planning & programming
- Conceptual exterior design to establish vision the Architectural Team will follow
- Interior design, furniture selection, lighting design, coordination of interior building systems

Architectural Team (TBD)

- Plan Production
- Design of Exterior Shell and Structure
- Design of major building systems (HVAC, plumbing, electrical)



NEXT STEPS

City Council Actions

- May 10th
 - Adopt Project Charter
 - Authorize next phase of work for the Library Team (Project Advocates, 720 Design)
- June
 - Approve contracts for civil engineer and geotechnical engineer
- July
 - Review & approve conceptual exterior designs to set the vision for the building
- September
 - Approve architectural team contract
 - Approve landscape architect contract



Library Team Actions

- April-May
 - Space Planning & Programming exercises to establish interior spaces and building footprint
 - Engage civil engineer and geotechnical engineer
- May-June
 - Conceptual design of exterior
- July-August
 - Architectural team interviews
 - Landscape Architect interviews
- September
 - Kick-off full design project



CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND ADOPTING THE PROJECT CHARTER FOR THE ANNA PUBLIC LIBRARY PROJECT, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna voters approved Bond Proposition B for the construction of a public library in the City of Anna, Texas; and,

WHEREAS, the City Council of the City of Anna, Texas appointed the Anna Public Library Engagement Task Force to identify the community needs and develop a scope for the services, programs, and structure of the library facility; and,

WHEREAS, the City Council and Anna Public Library Engagement Task Force have developed a set of guidelines for the library design and construction, known as the Project Charter; and,

WHEREAS, the Project Charter shall be the overarching guide for the design, construction, and creation of the Anna Public Library; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby approves and adopts the Project Charter for the Anna Public Library capital improvement project as shown in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT “A”

 PROJECT ADVOCATES Not Just a Program	 THE CITY OF Anna ANNA COMMUNITY LIBRARY PROJECT CHARTER May 10, 2022	 720 DESIGN www.720design.net						
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: • 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 (Warning 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 • STE(A)M - Science, Technology, Engineering, the Arts and Mathematics • Dedicated quiet spaces • Multi-cultural programs • Naming of rooms and spaces shall be based on yet to be determined library policy • Designated family place	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 Q2 2022 • Design team selection and engagement Q3 2022 • Design Phase Q3 2022 through Q2 2023* • Contractor selection and engagement Q3 2023* • Construction Phase Q3 2023 through Q3 2024* • Owner occupancy Q3 2024 through Q4 2024* • Opening 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.q.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a professional services agreement with Project Advocates for the Anna Community Library project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

As presented at the 4/26 City Council Meeting in the Library Charter presentation, staff is bringing this action item forward for Council approval. This item is the professional services agreement for Project Advocates on the Anna Public Library Project. A copy of the 4/26 presentation is attached.

The City of Anna is ready to move forward into the design phase of the Anna Public Library project. Project Advocates is a professional services firm which provides owner representation on a wide range of capital construction projects from start to finish. They have been on the project team for the library through the public input and pre-design phases of the project. Approval of this item will continue their services through the design, bidding, and construction phases.

Project Advocates have been a valuable partner and resource to City staff thus far in the project. Their knowledge and expertise in the design budgeting, cost management, and bid processes of construction projects is beneficial to the City and will help the community fully realize all the goals of the Anna Library project. Staff recommends approval of the agreement as shown in the attached documents.

FINANCIAL IMPACT:

The cost for the professional services provided by Project Advocates are as follows:

- Design Phase - \$15,353/month (Estimated 12 months), plus up to \$2,000 in total reimbursable expenses
- Construction Phase - \$15,374.00/month (Estimated 15 months), plus up to \$3,000 in total reimbursable expenses

Funding will come from 2021 Bond Funds.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RES. Professional Services - Project Advocates
2. CoA_Project Advocates Proposal of Services Library Modification 1- 22 04 12
Combined
3. 4-26-22 Library Presentation

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/6/2022

**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PROJECT ADVOCATES FOR THE ANNA PUBLIC LIBRARY PROJECT, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna voters approved Bond Proposition B for a new public library in the May 2021 Bond Election; and,

WHEREAS, the City has completed the public input and pre-design phases and is now seeking to begin the design phase of the project; and,

WHEREAS, the City is seeking to contract with Project Advocates for professional project management services pertaining to the project; and,

WHEREAS, the services provided by Project Advocates will be funded through 2021 Bond Funds; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Project Advocates as shown in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT SERVICES

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 10th day of May, 2022, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "OWNER" and Project Advocates, LLC, with its regional office at 3833 Ridgeway Lane, Plano, Texas 75074, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

ARTICLE 1 **EMPLOYMENT OF CONSULTANT**

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

The Project shall include, without limitation, the general services traditionally performed by a municipally retained or employed project manager including without limitation the services described under Article 2.A. of this Agreement

ARTICLE 2 **SCOPE OF SERVICES**

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth under CONSULTANTS PROPOSAL, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein and in addition:
 1. Due Diligence
 2. Design Management
 3. Construction Phased Services

- B. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3 **ADDITIONAL SERVICES**

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services, are described as follows:

- A. Transitional Services
- B. Commissioning and LEED Management
- C. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

ARTICLE 4 **PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5 **COMPENSATION**

- A. COMPENSATION TERMS:
 - 1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of, geotechnical evaluations, traffic engineering and other necessary support labor incident to the work required under the Scope of Services and Additional Services.

2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.
- B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by CONSULTANT herein, OWNER agrees to pay, based on a fixed monthly fee, for the overall duration of the project.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

- C. ADDITIONAL SERVICES: For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of , per the Add Service Amendment signed by both parties. Payments for additional services shall be due and payable upon submission by CONSULTANT. Statements shall not be submitted more frequently than monthly.
- D. PAYMENT: If OWNER fails to make payments due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 60th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and

shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8

INDEPENDENT CONTRACTOR

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

ARTICLE 9

AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10

INDEMNITY AGREEMENT

CONSULTANT shall indemnify, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, another consultant under contract, or another entity over which the CONSULTANT exercises control.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11 **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured, and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE 13
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

Phil Miller
Principal
Project Advocates LLC.
3833 Ridgeway Lane
Plano, Texas 75074

To OWNER:

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

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

ARTICLE 15
ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17
COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19
PERSONNEL

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20 **ASSIGNABILITY**

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21 **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22 **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Project Advocates Proposal of Services

- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Phil Miller and Alma Zamora. However, nothing herein shall limit

CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.

- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement. Additional information to be provided by the City is set forth in Exhibit "D" as if written word for word herein.
- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Anna, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 10th day of May 2022

CITY OF ANNA, TEXAS

Jim Proce,
CITY MANAGER

ATTEST:
Carrie Land, CITY SECRETARY

Project Advocates



Phil Miller
Principal

WITNESS:

BY: _____

**PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT MANAGEMENT SERVICES**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 10th day of May, 2022, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "OWNER" and Project Advocates, LLC. with its regional office at 3833 Ridgetop Lane, Plano, Texas 75074, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

ARTICLE 1
EMPLOYMENT OF CONSULTANT

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

The Project shall include, without limitation, the general services traditionally performed by a municipally retained or employed project manager including without limitation the services described under Article 2.A. of this Agreement

ARTICLE 2
SCOPE OF SERVICES

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth under CONSULTANTS PROPOSAL, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein and in addition:
1. Due Diligence
 2. Design Management
 3. Construction Phased Services

- B. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3 **ADDITIONAL SERVICES**

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services, are described as follows:

- A. Transitional Services
- B. Commissioning and LEED Management
- C. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

ARTICLE 4 **PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5 **COMPENSATION**

- A. COMPENSATION TERMS:
 - 1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of, geotechnical evaluations, traffic engineering and other necessary support labor incident to the work required under the Scope of Services and Additional Services.

2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

- B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by CONSULTANT herein, OWNER agrees to pay, based on a fixed monthly fee, for the overall duration of the project.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

- C. ADDITIONAL SERVICES: For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of , per the Add Service Amendment signed by both parties. Payments for additional services shall be due and payable upon submission by CONSULTANT. Statements shall not be submitted more frequently than monthly.
- D. PAYMENT: If OWNER fails to make payments due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 60th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and

shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8

INDEPENDENT CONTRACTOR

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

ARTICLE 9

AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10

INDEMNITY AGREEMENT

CONSULTANT shall indemnify, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, another consultant under contract, or another entity over which the CONSULTANT exercises control.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11 **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured, and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE 13
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

Phil Miller
Principal
Project Advocates LLC.
3833 Ridgeway Lane
Plano, Texas 75074

To OWNER:

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

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

ARTICLE 15 **ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16 **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18 **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19 **PERSONNEL**

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20 **ASSIGNABILITY**

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21 **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22 **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Project Advocates Proposal of Services

- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Phil Miller and Alma Zamora. However, nothing herein shall limit

CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.

- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement. Additional information to be provided by the City is set forth in Exhibit "D" as if written word for word herein.
- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Anna, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 10th day of May 2022

CITY OF ANNA, TEXAS

Jim Proce,
CITY MANAGER

ATTEST:
Carrie Land, CITY SECRETARY

Project Advocates



Phil Miller
Principal

WITNESS:

BY: _____



April 12, 2022

PROJECT ADVOCATES

PROPOSAL- Proposal Modification #1

Your Project. Our Passion.

City of Anna Library

This **Agreement** dated October 6th, 2021, between the Owner, City of Anna, and the Project Advisor, Project Advocates (PA), shall define the services and terms agreed to execute the services for the Project located in Anna, Texas, designed by the Architect TBD. The facility program has yet to be determined and the Target Value Design is \$22,000,000.

The **Owner's Designated Representative** is Greg Peters.

The Project Advocate's **Designated Representatives** are Phil Miller and Alma Zamora.

Due Diligence:

Project Advisor will represent Owner in a respectful and cognizant manner that is demonstrative of Owner's organizational culture and values. Identify the Project Charter objectives, location, size, general program scope, and any unique aspects. Work with owner to complete an initial Capital Expenditures Budget. Work with Owner Stakeholders from all departments to establish and maintain Owner's design standards.

The scope of work is detailed below and shall include Project Scoping Exercise, establishing a Project Charter, Big Bar Schedule, and Cost Planning.

Project Scoping Exercise:

- a. Working with the Neighborhood Services Department's consultant – Orange Boy, to define:
 - i. Facility Use needs
 1. Coordinate Library Tours
 2. Develop a Choosing by Advantages (CBA) matrix of said libraries
 3. Establish two libraries for comparisons
 - ii. Space allocation
 - iii. Technology services for a modern library & community center

Establishment of a Project Charter:

- b. Preparation of a Detailed Project Charter, to be adopted formally by the City Council, including:
 - i. Advise on Project Goals and Objectives
 1. Based on the scoping exercise above
 - ii. Provide recommended guidelines for 'Library Council' member selection, to be used as a starting point in the selection process. The 'Library Council' will have the following role in the project:
 1. General input in the Architect selection
 2. General input in the design aesthetics
 3. General input on the Contractor selection
 - iii. Public Input Process
 1. Specific public input process, limitations, scope, and controls to allow for public input within specific time frames and with limitations





April 12, 2022

PROJECT ADVOCATES

PROPOSAL- Proposal Modification #1

Your Project. Our Passion.

City of Anna Library

- iv. Advise on Establishing Design Team Constraints
 - 1. Defined role of the design team in the process
 - 2. Design Team responsibilities and limitations on their authority
 - 3. Recommended required experience, qualifications, capabilities, and key interview questions to be used in selection process
 - 4. Specific design scope boundaries for the design team to stay within
 - 5. Building Materials Scope - Use of readily available and cost-effective building materials (no rare or unreasonably difficult to acquire items which inflate costs and acquisition time)
- v. Design Team RFQ
 - 1. Produce Request for Qualifications for the Design Team
 - 2. Advertise and issue RFQ for Design Team Qualifications
 - 3. Collect RFQ submissions and prepare a comparison report
 - 4. With the City of Anna, review submissions, comparison report, and shortlist design team.
- vi. Produce Design Team RFP
 - 1. Based on approved Project Charter, Project Big Bar Schedule, Cost Planner, and Orange Boy's Preliminary Report
- vii. Contractor Constraints
 - 1. Defined role of the contractor in the process
 - a. Recommended method of bid/contracting for this project
 - b. Recommended qualifications/requirements to be included in the Bid/SOQ/Selection process

Initial Cost Planning:

Project Advisor will represent Owner in a confidential, respectful, and cognizant manner that is demonstrative of Owner's organizational culture and values. Project Advocates will work with owner to complete an initial Capital Expenditures Budget.

- a. Preparation of a project cost plan for the project, including:
 - i. Construction Costs
 - ii. Cash Flow Analysis
 - iii. FF&E Costs, including:
 - 1. Furniture
 - 2. Storage
 - 3. Equipment
 - 4. Books/Materials for public consumption
 - iv. Engineering and Architecture (Design Services) Costs
 - v. Geotechnical Analysis/Report/Recommendations Costs
 - vi. Material Testing Costs
 - 1. Soil/Geotech
 - 2. Paving/Site Materials
 - 3. Building Pad/Fill





April 12, 2022

PROJECT ADVOCATES

PROPOSAL- Proposal Modification #1

Your Project. Our Passion.

City of Anna Library

vii. Building Testing Costs

1. Building Envelope Testing
2. HVAC Testing & Balancing
3. Building Commissioning

The fee for Due Diligence Services shall not exceed \$49,932, per services described above (plus reimbursable expenses up to \$1,000 without prior approval, any expenses above that amount will be pre-approved). It is anticipated that the schedule to complete the Due Diligence Services shall not extend for more than 7 months from the initial meeting, of said project. If the time to complete is extended for any reason, both parties reserve the right to renegotiate the fee or terminate the Agreement.

Reimbursable Costs during Due Diligence Services: All travel expenses, printing, permitting, design related consultant costs, project website & document management services, and any site related costs.

Already Agreed Upon





April 12, 2022

PROJECT ADVOCATES

PROPOSAL- Proposal Modification #1

Your Project. Our Passion.

City of Anna Library

Proposal Modification #1: Design/Pre-Construction Services and Construction Phased Services

April 12, 2022

This **Agreement** dated April 26th, 2022, between the Owner, City of Anna, and the Project Advisor, Project Advocates (PA), shall define the services and terms agreed to execute the services for the Project located in Anna, Texas, designed by the Architect TBD. The facility program has yet to be determined and the Target Value Design is \$22,000,000.

The **Owner's Designated Representative** is Greg Peters.

The Project Advocate's **Designated Representatives** are Phil Miller and Alma Zamora.

Basic Design (Pre-construction) Project Control Services:

- Further Development of Charter
- Further Development of Big Bar Schedule
- Further Development of Cost Plan
- Conceptual Design Management
- Conceptual Cost Planning
- Facilitate additional APLE Task Force meetings
- Facilitate discussions on the subject of LEED Certification v LEED Design
- Preparation of the Conceptual Design for City Council Presentation
- Procurement of Consultant Services (Arch Team, Civil, Geo, CMT, Exterior Envelope)
- Consultant Contracts to execution
- Design Development Management
- Design Development Cost Planning
- Construction Document Management
- Construction Document Cost Planning
- Design Team meetings
- Owner/Design Team meetings On Site (2 in-person per month)
- Document review for constructability, coordination, and QA/QC
- Certification/Programming
- Permit/Zoning/Platting Efforts
- Vetting of Potential Contractors
- RFP for contractors
- RFP analysis, interviews, and contractor selection
- Negotiate Contractor contract to execution
- Owner provided scope management (FFE, AVL, Signage, Artwork, Misc.)



*April 12, 2022***PROJECT ADVOCATES***PROPOSAL- Proposal Modification #1**Your Project. Our Passion.**City of Anna Library*

The fee for Design Management/Pre-Construction Services shall be billed monthly at \$15,353.00 (assumed duration of 12-months totaling \$184,232.00) plus reimbursable expenses up to \$2,000 without prior approval; any expenses above that amount will be pre-approved. It is anticipated that the schedule to complete the Design Management/Pre-Construction Services shall not extend for more than twelve (12) months. If the time to complete is extended for any reason, both parties reserve the right to renegotiate the fee or terminate the Agreement.

Reimbursable Costs during Design Management/Pre-Construction Services: All travel expenses, printing, permitting, design related consultant costs, project website & document management services, and any site related costs.

Construction Project Control Services:

- Provide a monthly report of the project status
- Review and advise on Change Order management
- Perform Contract Administration (RFI's, ASI's, Daily Communications/Coordination)
- Pay-application review and recommendations/approvals
- Invoicing review and recommendations/approvals
- Monthly Draw Summary preparation
- Regularly Observe/Monitor construction activity every other week, on average
- Observe/review construction quality and monitor GC schedule
- Provide Field Observation Reports twice per month
- Document review, updating, and constructability review
- Soft Cost scope management
- Attend OAC meetings.
- Assist in punch list preparation and monitor completion.
- Owner furnished scopes procurement (FFE, AVL, Signage, Artwork, Misc.)
- Project Closeout
- 11-month Warranty Walk

The fee for Construction Phase Services shall be billed monthly at \$15,374.00/mo. (assumed duration of 15-months Totaling \$275,428.00) plus reimbursable expenses up to \$3,000 without prior approval; any expenses above that amount will be pre-approved. It is anticipated that the schedule to complete all CPS services shall not extend for more than fifteen (15) months. If the time to complete is extended for any reason, both parties reserve the right to renegotiate the fee or terminate the Agreement.

Reimbursable Costs during Construction Phased Services: All travel expenses, printing, permitting, design related consultant costs, project website & document management services, and any site related costs.





April 12, 2022

PROJECT ADVOCATES

Your Project. Our Passion.

PROPOSAL- Proposal Modification #1

City of Anna Library

Terms and Conditions:

Extent of Project Advisor's Responsibilities: The Project Advisor shall exercise reasonable care in preparing schedules and estimates. The Project Advisor, however, does not warrant or guarantee estimates and schedule except as may be agreed to in a separate agreement, as part of a Guaranteed Maximum Price contract. The Project Advisor is not required to design the Project within the Owner's budget or to ascertain that the drawings and specifications are so designed or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Project Advisor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Project Advisor.

Conflict Resolution: Both parties agree to resolve conflicts starting with mediation. Both parties agree that liability and damage claims shall not exceed the value of the fees identified in this agreement.

Termination: The Owner may terminate this agreement with thirty (30) days written notice with or without cause and the Project Advisor may also terminate the agreement with fourteen (14) days written notice if payment terms are not met or agreement is extended past the agreed upon schedule for the preconstruction phase services. Project Advisor shall be paid for all services provided up to the date of termination plus reasonable demobilization costs.

Payment Terms: Services and fees are to be provided as authorized and shall be invoiced monthly as a prorate amount of the fixed fee over the agreed upon duration of the project or as incurred if engaged for hourly services. Invoices shall be paid within thirty (30) days of receipt.

The undersigned agrees to the terms of this agreement hereby gives notice to proceed with executing the Preconstruction Services.

CLIENT, _____

BY: _____

TITLE: _____

DATE: _____

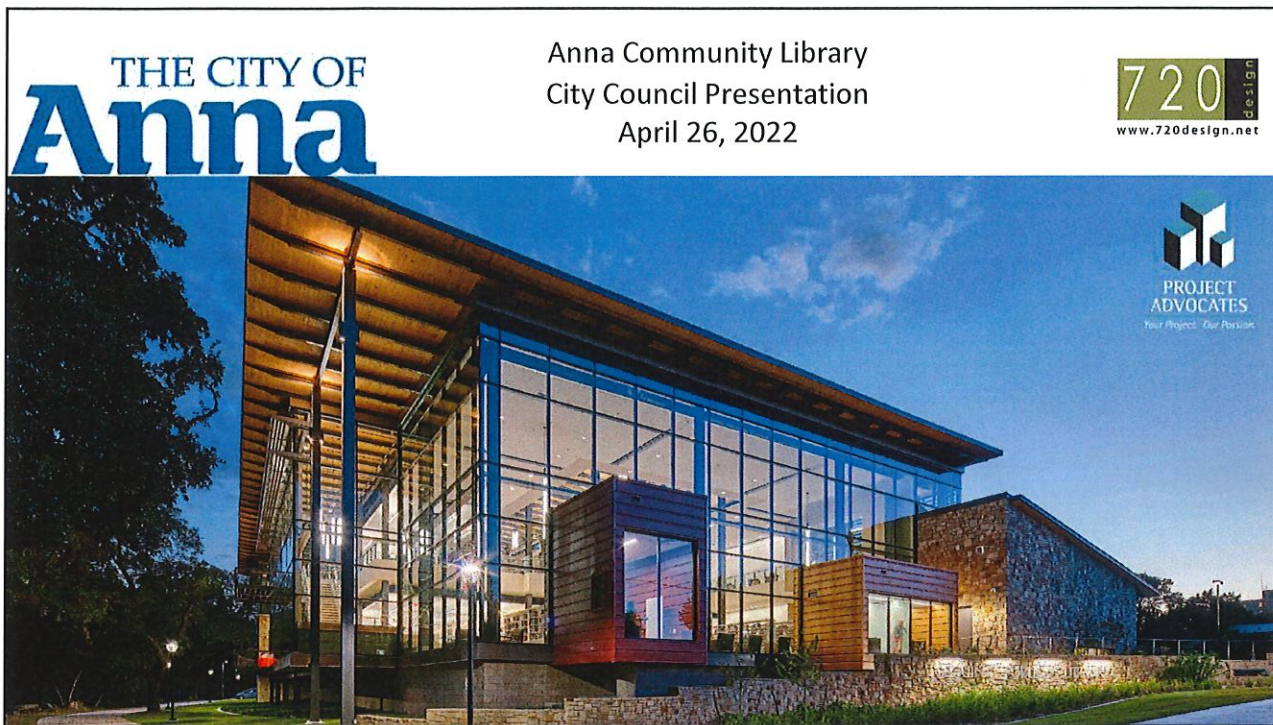
Project Advisor, Project Advocates

BY: 

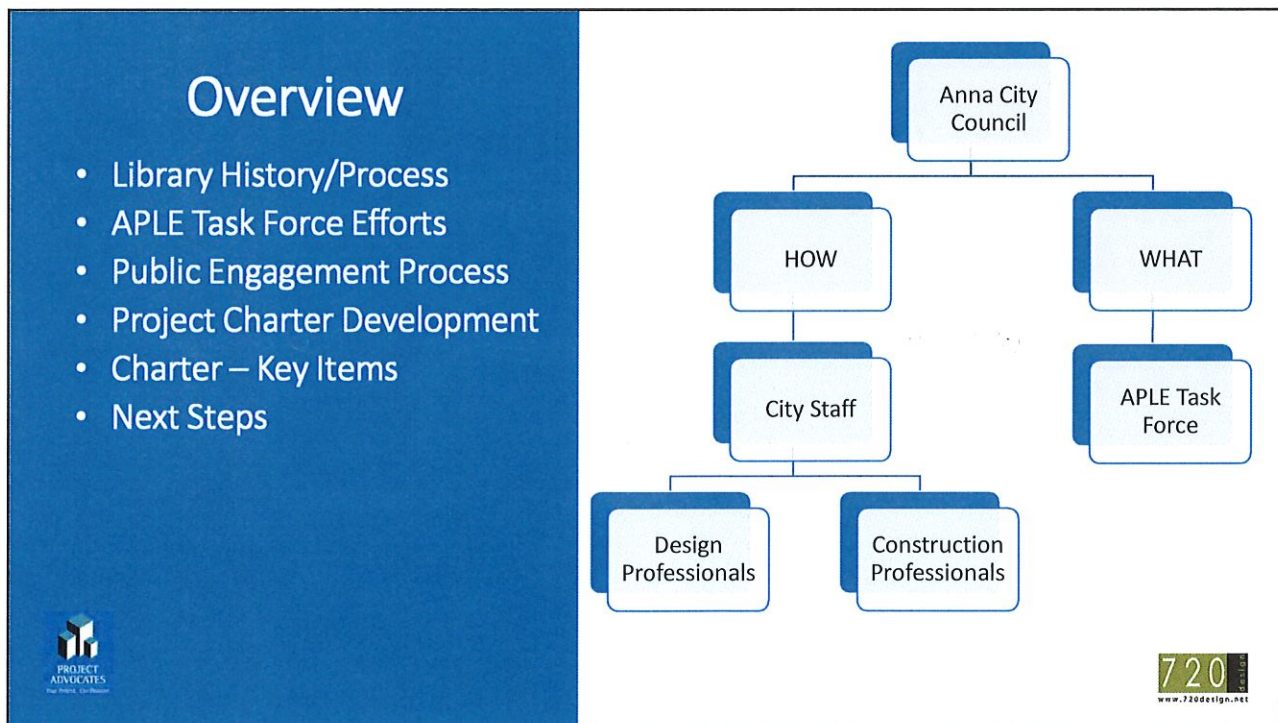
TITLE: Principal, Project Advocates

DATE: May 3rd, 2022





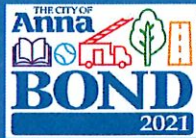
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Library History

- 2020 City of Anna Strategic Plan
 - Goal 2: Anna, A Great Place to Live
 - Objective 1: Develop a New City Library
- 2021 City of Anna Strategic Plan
 - Goal 3: Anna, A Great Place to Live
 - Management Action #1 (Top Priority): Library Design



- Voter Approved - May 2021 Bond Election
- \$22M Budget



Library Process

- May 2021 – Voters approve Bond to fund a new City Library with a budget of \$22M.
- Summer 2021 – City prepares financial documents and completes processes to issue first round of debt service to fund Bond projects.
- Fall 2021 – Council approves agreements, creating the Library pre-design team:
 - Project Advocates
 - 720 Design
- Fall 2021 – Council selected a task force comprised of Anna neighbors to begin defining the project needs for the Library.
- Winter 2021 – Spring 2022 – the APLE Task Force works to define the “WHAT” of the project, which is the major components of the project which meet the needs of the community.



3

APLE Task Force Members

Danny Ussery
(City Council Member)

Kevin Toten
(City Council Member)

Alexa Swanpool
(Friends of the Anna Community Library Board Member)

Alfredo Fernandez
(Diversity & Inclusion Board Member)

Dr. Bradley Duncan Ed.D
(Anna ISD)

Elden Baker
(Anna Historical Society, Park Board Member)

Kelly Herndon-Patterson
(Friends of the Anna Community Library Board Member, P&Z Board Member)

Kylee Kelley
(EDC/CDC Board Member)

Mackenzie Jenks
(Park Board Member)



APLE Task Force Efforts

- In-person and virtual meetings
- Research & review of modern library programs
- In-person group library tours in DFW and Central Texas
- Community outreach
 - Development of community survey questions and outreach processes
 - Review of community feedback and data
- Ranking and selection of library components
- Project Charter Development

Many Task Force members gave 100+ hours of their personal time toward this process over the last 4-1/2 months



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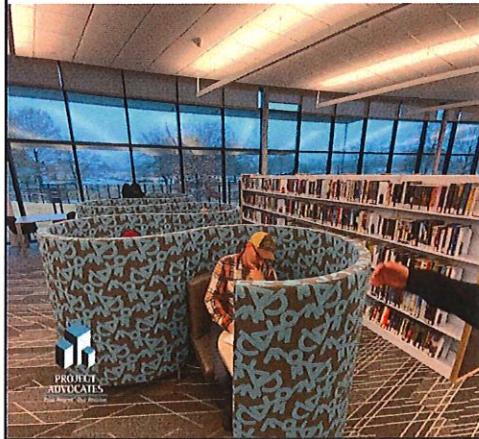


The Anna Public Library Engagement (APLE) Task Force toured:

John and Judy Gay (McKinney) Library
Cozby (Coppell) Public Library
Flower Mound Public Library
East Arlington Library
Central Arlington Library
Austin Public Central Library
Seguin Public Library
San Marcos Public Library
Hewitt Public Library

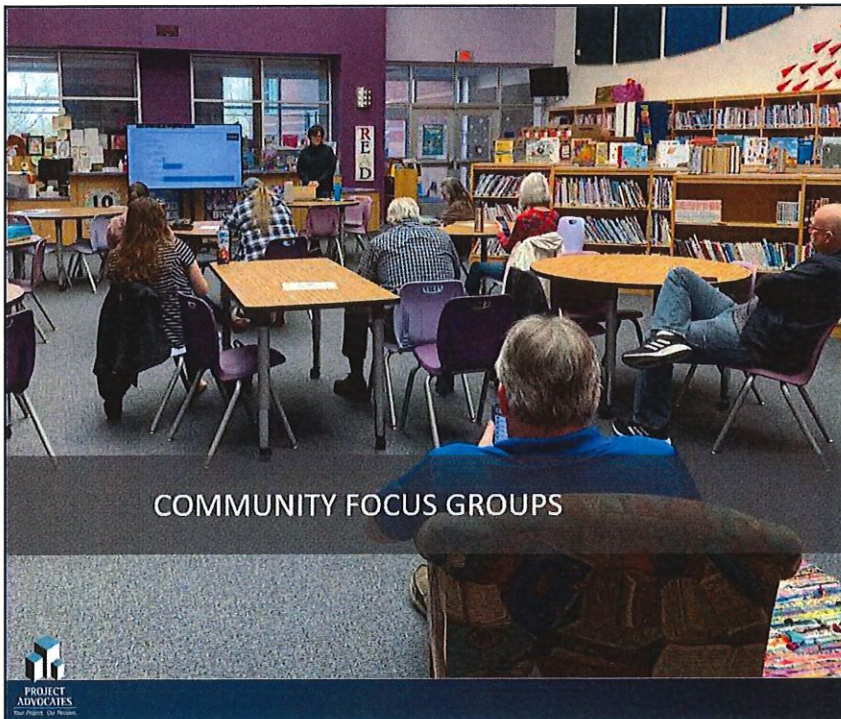
Tours included discussions with library staff to determine:

- What works well? What doesn't?
- What would you have done differently?
- What do visitors use the most/least?



720
www.720design.net

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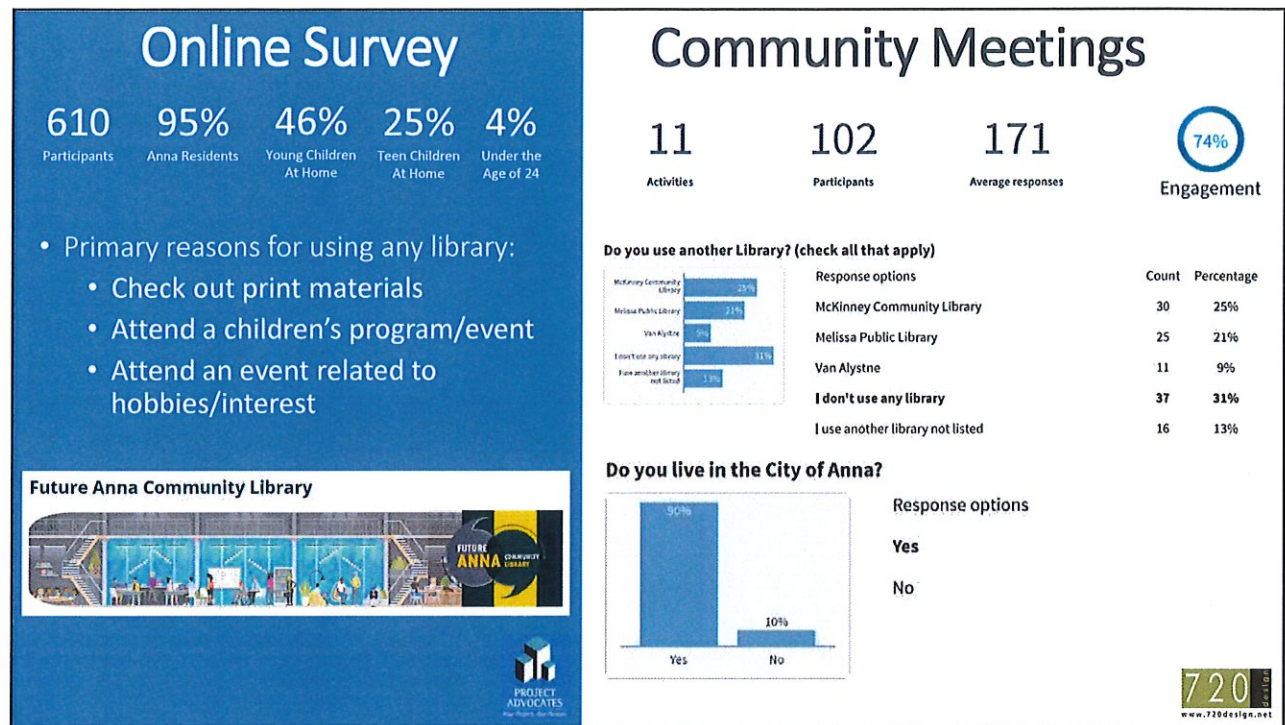
Community Engagement

• The Library pre-design team conducted the most robust and thorough public engagement process which has ever been utilized for a capital project in Anna.

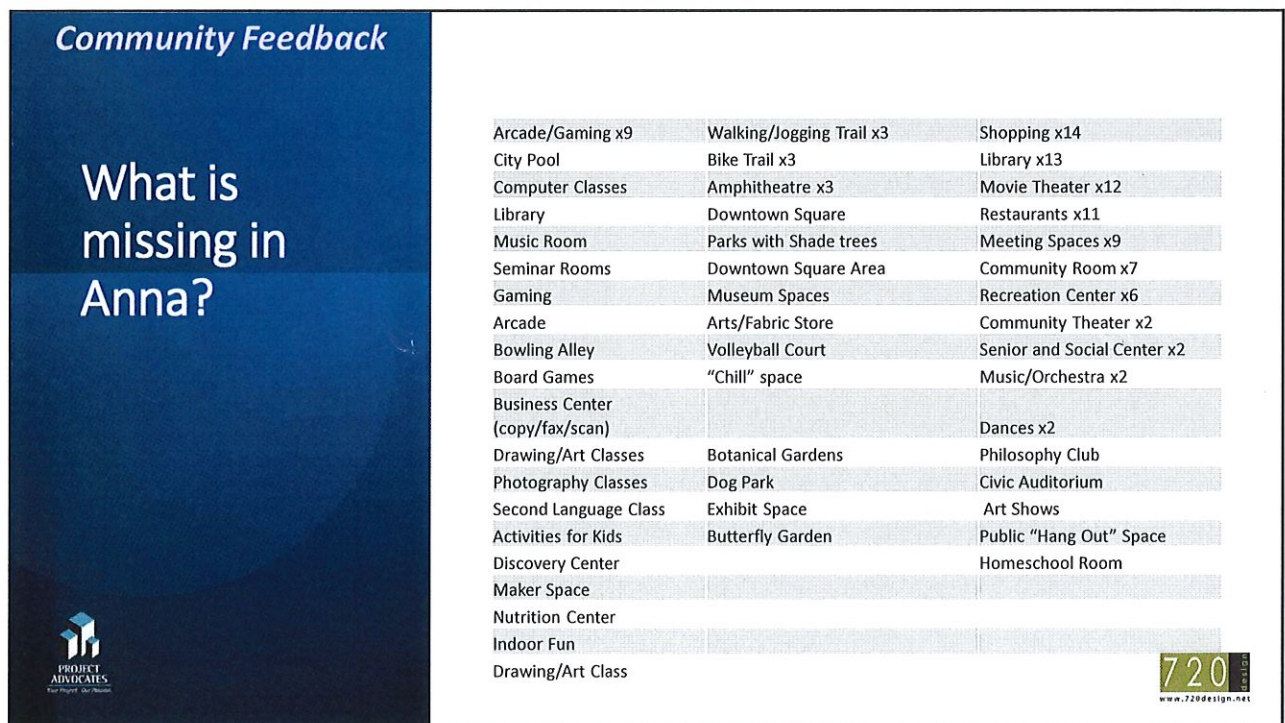
- The process included:
 - Community Focus Group Meetings
 - Individual Stakeholder/Community Leader Meetings
 - In-Person and Virtual Options for all community members
 - Online Survey for neighbors unable to attend a meeting

720
www.720design.net

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7



8

Community Feedback

What Ideas
would you
like to share
in planning a
new library?

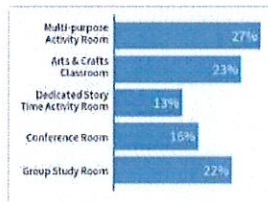


Flexible Spaces	Murals by local artists	Baby Friendly Spaces
Preservation of the History	Adequate Parking	Space for all sizes of meetings
Opportunities to volunteer	Minimize Carbon Footprint/Solar Powered	Build a community Center
Reading, learning, music lessons, gardening	Water Feature	Multi-purpose spaces
Low or No cost Programs	Space for Food Trucks	Event Center and a Library
Kitchen skills	Comfortable seating	Concert spaces
Horseshoe Game area	Focal Point	Keep Seniors in Mind
	Extended hours for the whole building	Bunco Room
	Lots of Windows – natural light	
	Local artist displays	
	Views in and out	
	Aesthetically respectful to Anna's Heritage	
	Emergency cooling and heating stations	



9

What are the three (3) most important **GATHERING SPACES** in the new Anna Library?



Response options	Count	Percentage
Multi-purpose Activity Room	#1 62	27%
Arts & Crafts Classroom	#2 54	23%
Dedicated Story Time Activity Room	29	13%
Conference Room	36	16%
Group Study Room	#3 50	22%



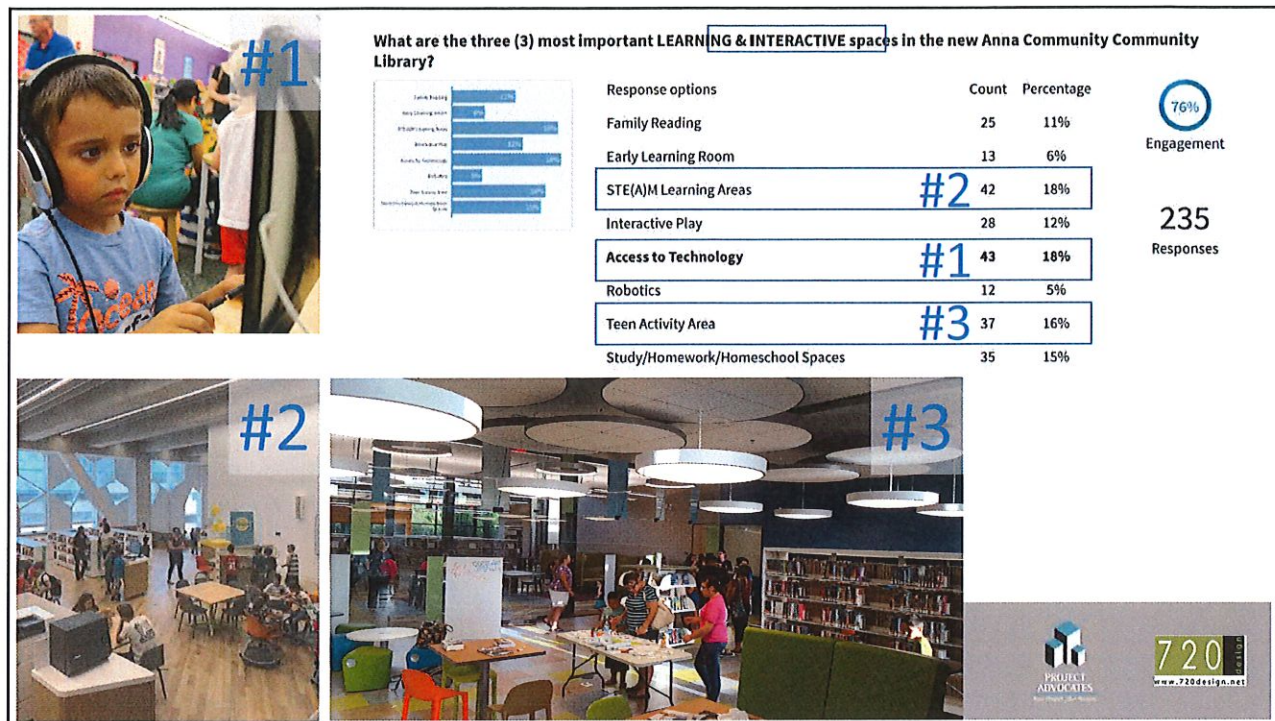
Engagement

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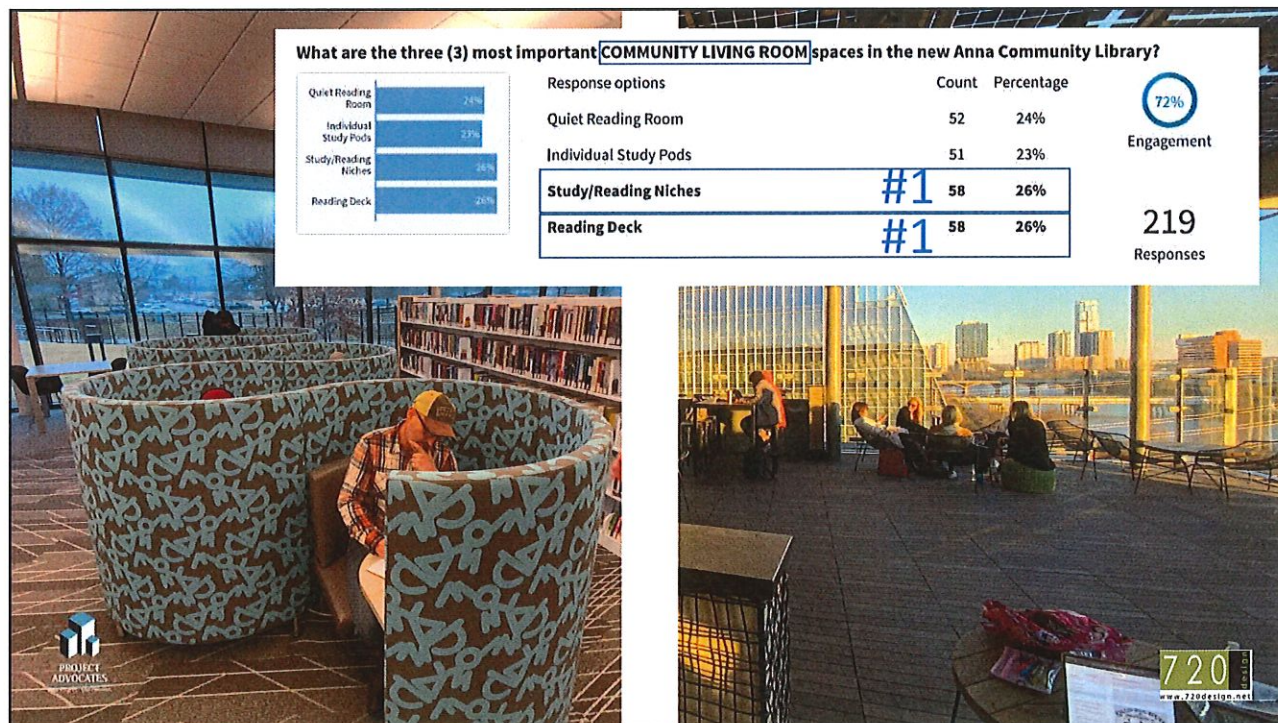
Responses



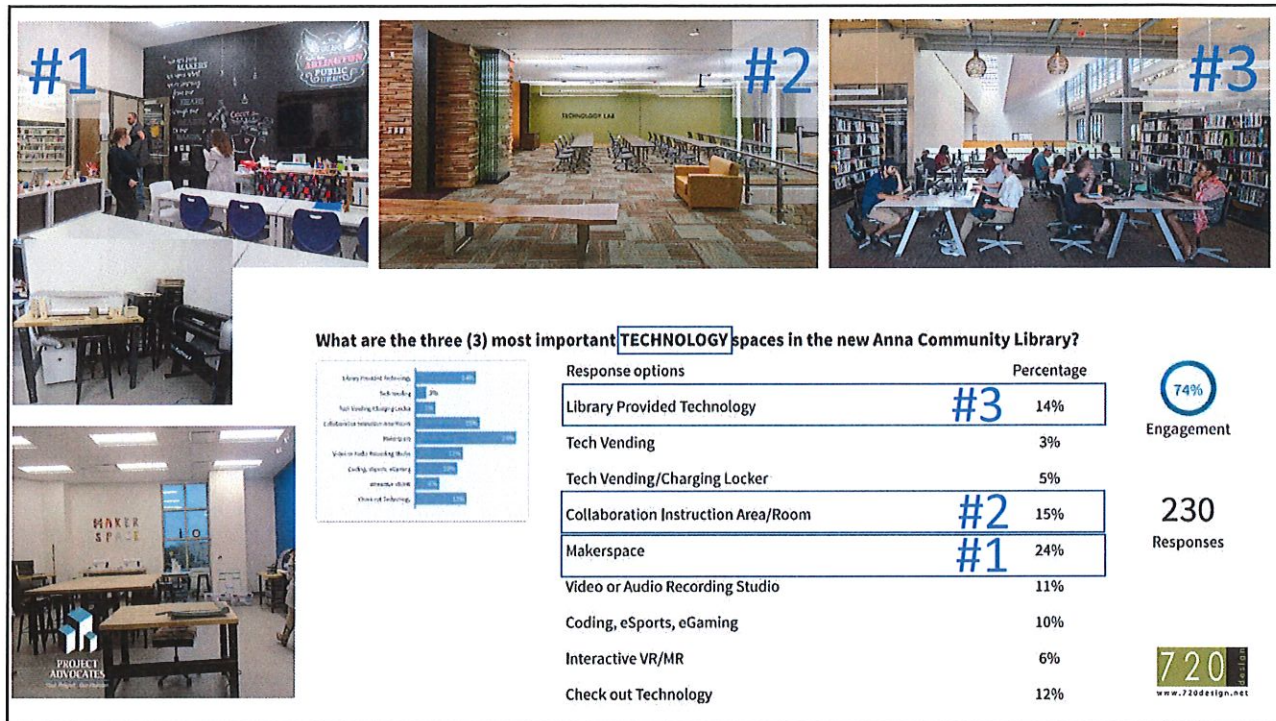
10



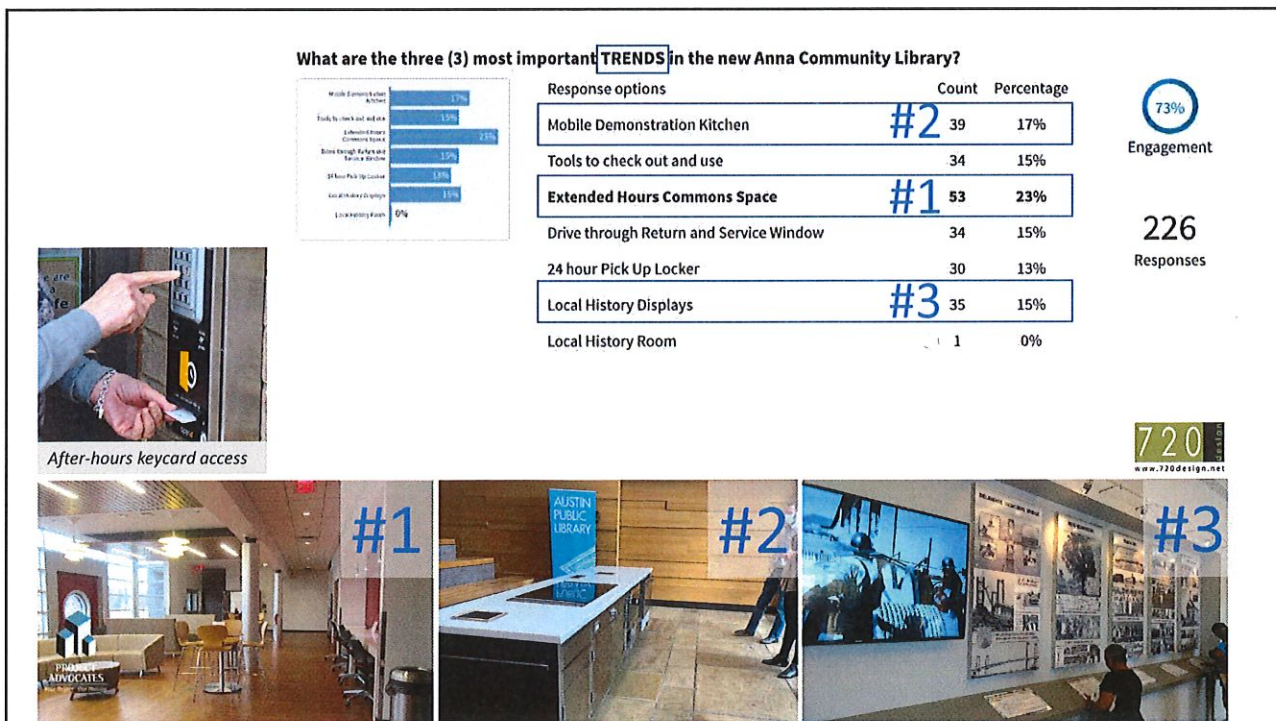
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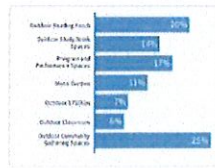


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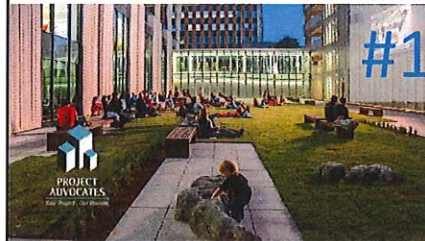
14

What are the three (3) most important OUTDOOR spaces in the new Anna Community Library?



Response options	Count	Percentage
Outdoor Reading Porch	#2 45	20%
Outdoor Study/Work Spaces	31	14%
Program and Performance Spaces	#3 37	17%
Music Garden	25	11%
Outdoor STE(A)m	16	7%
Outdoor Classroom	14	6%
Outdoor Community Gathering Spaces	#1 55	25%

73%
Engagement
223
Responses



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What are community leaders saying about the potential of our library?

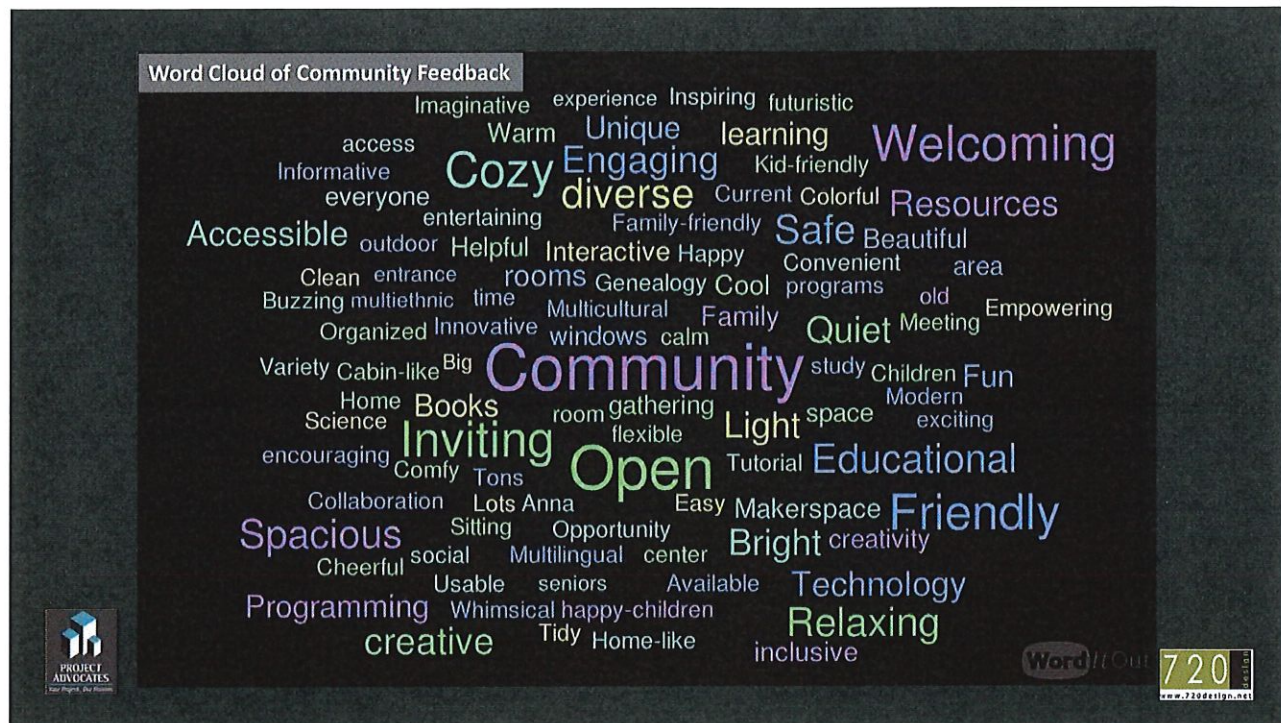
Community Leaders Interviewed:

City Leaders
Anna ISD and Maker Staff
Anna ISD Leadership
EDC/CDC
Religious Leaders
Chamber of Commerce
Melissa Library Board Member/Anna Resident

- The library can be a catalyst for development and help to bring **life to downtown**.
- Anna is the last blank slate in Collin County. This offers groundbreaking **opportunities**.
- The library could play a role in attracting businesses to Anna – good schools, good libraries, **good quality of life**.
- The library should reflect the **unique** nature of the community – maybe tie into the Heritage Square and trains – the city would support a unique solution.
- The library can act as a **social equalizer**.
- Be a **safe** place.
- Lessen the learning loss over the summer.
- The city is **growing** really fast and it's not as easy to know your neighbors. The library can foster a sense of **community**.
- The ISD is creating a **Maker Culture** of **entrepreneurs**.
- Kids that **excel** are kids that read
- The **spirit** of Anna:
 - A place to come together.
 - Gathering spaces.
 - What can I learn from you?
 - A place to talk to your neighbor.
 - Odd but special.



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Draft Project Charter

- Project Description
- Facility Goals
- Program Goals
- Community Goals
- Team Goals
- Schedule Milestones
- Project Team
- Communication Objectives
- Cost Planning Objectives

THE CITY OF Anna

ANNA COMMUNITY LIBRARY PROJECT CHARTER

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

Facility Goals:

- 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 ever-changing 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 (Warning Station)
- Will not include a storm shelter nor serve as a fire drill site
- Incorporate energy efficient design and equipment 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 all ages
 - Food and nutrition programs
- High tech makerspace
- AR/VR
- Crafts
- Teen gathering space
- STEAM - Science, Technology, Engineering, the Arts and Mathematics
- Dedicated quiet spaces
- Multicultural programs
- Hiring of rooms and spaces shall be based on project to be determined library policy
- Designated family place

Community Goals:

- Children's space including dedicated story time
- Summer reading support space
- School readiness programs
 - Phonics, literacy, etc.
- Adult literacy
- English as a second language
- Small business and entrepreneurship support
- Modern library

Team Goals:

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

Project Milestones:

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

Project Team:

- Greg Peters - Director of Public Works
- Marc Marchand - Director of Neighborhood Services
- Dustin Walker - Park Planning and Development Manager
- Anna Public Library Engagement (APLE) Task Force
- 720 Design - Main Area Architect
- Project Advocates - PHA M.B. Anna Zamora

Communication Objectives:

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

Cost Planning Objectives:

- Complete Library Budget

Timeline:

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

7/20/2021

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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 space
- family focused environment
- community inclusiveness for all ages
- nurturing lifelong learners



Facility Goals

- Satisfy the needs of a projected population of 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 ever-changing diversity within the growing population while keeping the building unique to Anna
- Emphasize versatility and efficiencies, along with a learning atmosphere
- Provide a connection to the outdoor environments
- Emphasize technology infrastructure including RFID (check-out system)
- A safe place for the community including emergency generator access (warming station)
- Areas open for extended hours
- Will not include a storm shelter, will not 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 multipurpose collaboration spaces
- Designated family spaces
- A hub of connectivity free to the community



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Program Goals

- Educational Programs for life skills
 - food & nutrition programs
- High Tech Makerspace
- Art(s)
- Crafts
- Teen Gathering Space
- STE(A)M – Science, Technology, Engineering, the Arts, Mathematics
- Dedicated Quiet Spaces
- Multicultural programs
- Naming of rooms and spaces based on Library Policy (to be determined)
- Designated family place
- Children's space, including Storytime
- Summer reading support space
- Summer 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



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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 Project Team - Greg Peters, Director of Public Works - Marc Marchand, Director of Neighborhood Services - Dalan Walker, Park Planning & Development Manager - Anna Public Library Engagement Task Force 720 Design – Maureen Arndt - Project Advocates – Phil Miller/Alma Zamora Communication Objectives - Provide a transparent process via clear and concise communication and team decision-making. 	Schedule Milestones <table border="1"> <tr> <td>Q2 2022</td> <td>Finalized Project Charter for City Council Approval</td> </tr> <tr> <td>Q3 2022</td> <td>Design Team Selection and engagement</td> </tr> <tr> <td>Q3 22 – Q2 23</td> <td>Design Phase</td> </tr> <tr> <td>Q3 2023*</td> <td>Contractor selection and engagement</td> </tr> <tr> <td>Q3 23 – Q4 24*</td> <td>Construction Phase</td> </tr> <tr> <td>Q3-Q4 2024*</td> <td>Owner occupancy</td> </tr> <tr> <td>Q1 2025*</td> <td>Public opening</td> </tr> </table> Cost Planning Objectives - Plan, Design, and Build to the overall budget of \$22,000,000 - We will design to a budget, not budget for a design 	Q2 2022	Finalized Project Charter for City Council Approval	Q3 2022	Design Team Selection and engagement	Q3 22 – Q2 23	Design Phase	Q3 2023*	Contractor selection and engagement	Q3 23 – Q4 24*	Construction Phase	Q3-Q4 2024*	Owner occupancy	Q1 2025*	Public opening
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Q1 2025*	Public opening														

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Project Charter Implementation <u>Focus on Fiscal Responsibility</u> - Design to the budget - Utilize project costing and detailed estimates to determine correct mix of building size and building quality <u>Focus on the Functional Community Needs</u> - Design to the feedback from the community - The planning and programming of community space needs will determine building footprint, not an architectural vision <u>Maintain Design Control</u> - Ensure that the final design: - Follows the budget established by the Bond Election - Meets the needs of the Community - Utilizes readily available materials - Utilizes common construction methods to ensure quality and timely construction 	Library Team Roles in the Next Phase <u>City Staff</u> - Oversees all consultants and contractors - Ensures the project meets Charter and Council Goals - Provides Owner input on all design and construction decisions - Directly manages the civil engineering, geotechnical engineering, landscape architecture, utility/drainage/paving system design, and construction <u>Project Advocates</u> (Next contract phase - May Council Meeting) - Project Driver (keep it moving forward) - Stakeholder Coordination - Project Scheduling - Budget Management & Cost Estimating - Process management: - Consultant Selection - Bid Process - Contractor Selection & Daily Oversight <u>720 Design</u> (Next contract phase - May Council Meeting) - Space planning & programming - Conceptual exterior design to establish vision the Architectural Team will follow - Interior design, furniture selection, lighting design, coordination of interior building systems <u>Architectural Team (TBD)</u> - Plan Production - Design of Exterior Shell and Structure - Design of major building systems (HVAC, plumbing, electrical) 
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NEXT STEPS

City Council Actions

- May 10th
 - Adopt Project Charter
 - Authorize next phase of work for the Library Team (Project Advocates, 720 Design)
- June
 - Approve contracts for civil engineer and geotechnical engineer
- July
 - Review & approve conceptual exterior designs to set the vision for the building
- September
 - Approve architectural team contract
 - Approve landscape architect contract



Library Team Actions

- April-May
 - Space Planning & Programming exercises to establish interior spaces and building footprint
 - Engage civil engineer and geotechnical engineer
- May-June
 - Conceptual design of exterior
- July-August
 - Architectural team interviews
 - Landscape Architect interviews
- September
 - Kick-off full design project





Item No. 6.r.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a professional services agreement with 720 Design for the Anna Community Library project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

As presented at the 4/26 City Council Meeting in the Library Charter presentation, staff is bringing this action item forward for Council approval. This item is the professional services agreement for 720 Design on the Anna Public Library Project. A copy of the 4/26 presentation is attached.

The City of Anna is ready to move forward into the design phase of the Anna Public Library project. 720 Design is an architectural and interior design firm which specializes in the design of libraries. They have been on the project team for the library through the public input and pre-design phases of the project. Approval of this item will continue their services through the design, bidding, and construction phases.

720 Design has been a valuable partner and resource for City staff thus far in the project. Their knowledge and expertise in the planning, design, and use of public libraries is beneficial to the City and will help the community fully realize all the goals of the Anna Library project.

720 Design will provide the following services for the project:

- Conceptual Exterior Design
- Interior Design
- Furniture, Finish, and Equipment selection
- AV/Tech/Acoustics/Security selection
- Management of the Mechanical/Electrical/Plumbing design

Staff will be working with 720 Design and Project Advocates to go through a selection process to choose the architectural firm which will provide the full architectural design of the building structure and exterior. This selection will occur over the next several months, with City Council approval of the final firm and scope.

Staff recommends approval of the agreement as shown in the attached documents.

FINANCIAL IMPACT:

The total cost of the scope defined for 720 design is \$863,162. Funding will come from 2021 Bond Funds.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RES. Professional Services - 720 Design
2. 720 design Proposal for Anna Community Library Implementation 5-3-22 scope and fee
3. 4-26-22 Library Presentation

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/6/2022

**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND 720 DESIGN FOR THE ANNA PUBLIC LIBRARY PROJECT, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna voters approved Bond Proposition B for a new public library in the May 2021 Bond Election; and,

WHEREAS, the City has completed the public input and pre-design phases and is now seeking to begin the design phase of the project; and,

WHEREAS, the City is seeking to contract with 720 Design for architectural and interior design services pertaining to the project; and,

WHEREAS, the services provided by 720 Design will be funded through 2021 Bond Funds; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with 720 Design as shown in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT FOR CONCEPTUAL DESIGN, INTERIOR ARCHITECTURE & INTERIOR DESIGN SERVICES

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 11th day of May, 2022, by and between the **City of Anna**, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "OWNER" and **720 design inc.** with its corporate office at 9003 Oakpath Lane, Dallas, Texas 75243, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

ARTICLE 1 **EMPLOYMENT OF CONSULTANT**

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

The Project shall include, without limitation, the general services traditionally performed by a municipally retained or employed engineer including without limitation the services described under Article 2.A. of this Agreement

ARTICLE 2 **SCOPE OF SERVICES**

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth under 720 design scope of services, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein and in addition:
 - 1. Conceptual design as described in EXHIBIT A.
 - 2. Provide interior architectural design as described in EXHIBIT A.
 - 3. Provide furniture selection and specification as described in EXHIBIT A.

4. Provide MEP and Technology consulting as described in EXHIBIT A.

- B. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3 **ADDITIONAL SERVICES**

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services, are described as follows:

- A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the agencies having authority (AHJ's) as related to the services provided.
- B. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

ARTICLE 4 **PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5 **COMPENSATION**

- A. COMPENSATION TERMS:
 - 1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of, mechanical,

electrical, and plumbing engineering (RWB), technology consulting (NV5) and other necessary support labor incident to the work required under the Scope of Services and Additional Services.

2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

- B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by CONSULTANT herein, OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in EXHIBIT A which is attached hereto and made a part of this Agreement as if written word for word herein.

Partial payments to CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

- C. ADDITIONAL SERVICES: For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in EXHIBIT A. Payments for additional services shall be due and payable upon submission by CONSULTANT, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. PAYMENT: If OWNER fails to make payments due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 60th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge

of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8

INDEPENDENT CONTRACTOR

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

ARTICLE 9

AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be

borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10

INDEMNITY AGREEMENT

CONSULTANT shall indemnify, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, another consultant under contract, or another entity over which the CONSULTANT exercises control.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11

INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured, and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12 **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE 13 **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

Maureen Arndt
720 design
9003 Oakpath Lane
Dallas, Texas 75243

To OWNER:

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

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

ARTICLE 15
ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17
COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19
PERSONNEL

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20
ASSIGNABILITY

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:
- Exhibit A – Proposal to the City of Anna (6 pages)
- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Maureen Arndt, AIA. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement. Additional information to be provided by the City is set forth in Exhibit "D" as if written word for word herein.
- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Anna, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 11th day of May 2022.

CITY OF ANNA, TEXAS

JIM PROCE,
CITY MANAGER

ATTEST:

CARRIE LAND, CITY SECRETARY



720 design inc.
Maureen Arndt, AIA, Founding Principal

WITNESS:

BY: _____

May 10, 2022

PROPOSAL PRESENTED TO: City of Anna

Re: Anna Community Library Implementation

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

PROJECT GOALS AND OBJECTIVES:

This proposal is for 720 Design Inc. to provide consulting, interior architecture, interior design, and furniture/fixtures/equipment design services as detailed below for a new, 32,500 SF library based on the programming phase conclusions.

720 design scope:

Project Liaison:

In addition to providing interior architecture, interior design, and furniture procurement services as detailed below, 720 design will serve in collaboration with Project Advocates as the liaison for the Library and City in moving forward on this project, providing design and functional continuity, Revit Model, and knowledge base to the selected Architect of Record and PROJECT ADVOCATES. And acting as the project champion to ensure the promises are delivered upon through the entire process up to the ribbon-cutting and opening of the new Library.

Interior Architecture and Interior Design:

Attend all project meetings in design development, construction documents, bidding, and construction administration to provide continuity from program through construction.

Advisory role for Architect or Record selection.

- Act as an industry resource to the Owner and Selection Committee – in a non-voting role – with unique insights on teams, project experience / roles, references, previous professional relationships on projects, and this project for both the Architect of Record candidates. Acting as a critical voice looking behind the typical “marketing narratives” and “glossy images”, and from the perspective of finding the “right fit” for enlarging the project team moving forward.

Concept Design:

- Lead design meetings.
- Develop exterior and site concepts.
- Lead “listening” session on design precedents for the exterior characteristics.
- Utilize those precedents to develop the exterior character sketches.
- Present to the task force and city council.

Schematic Design: Prepare schematic documents and updates during schematic design in collaboration with the architect of record.

- Lead bi-weekly meetings with the design team and owner.
- Coordinate site development with the book return and service window and other library requested exterior amenities.
- Develop a preliminary life safety and code review for the library interior.
- Develop the interior architecture including the overall layout, ceiling, and stair design.
- Provide generic finishes for pricing exercise.
- Develop the table of contents for the specifications.

Design Development and Construction Documents:

Finish selections:

- Provide up to 4 finish palettes including:
 - Floor finishes (carpet, cork, LVT, wood, VCT, tile/stone, etc)
 - Wall finishes (paint, vinyl wall covering, wood, specialty finishes, tile, etc)
 - Plastic laminate and solid surface, quartz/stone
 - Elevator finishes
 - Door finishes and hardware
 - Stair finishes
 - Toilet partitions and toilet accessories (coordination with city standard and or supplier requirements)
 - Window shades
 - Lockers
 - Division 10 Specialties review from a global perspective and overall aesthetic coordination – FEC, marker boards, acoustical panel
- Specifications for interior finishes and interior architecture.
- Design and specify signs and graphics for the library and code compliance
- Provide finish binders and/or boards for display
- Interior light fixture selection and coordination with the lighting package for finishes
- Thematic design coordination (thematic designers under 720 design contract):
 - Youth services/Story Time entry feature
- Final life safety plans

Coordinate with consultants:

- Review drawings/specifications for library best practices at schematic design 100% design development and 50% and 90% construction documents.
- Power/data for FFE locations and floor box types
- Lighting:
 - Interior fixture selection

- Review of photometric study
- Technology coordination:
 - For FFE coordination
 - Meeting, conference, study room design
- AV Coordination / Input: as it relates to the wall, ceilings, overall aesthetic, unique user needs, acoustical needs.
- Acoustical coordination:
 - Work with NV5 to select appropriate acoustical ceiling and finishes.
 - Review wall types for acoustical control, security, and separation needs.
- Coordinate with structural engineer for main stair design. Exit stair details by structural engineer and architect of record.
- Design interior storefront for integration into spaces for Library needs and finishes palette
- Collaboration with acoustical engineer on ceilings design/selections and elevated elements for integration with acoustics, finishes and lighting.
- Civil and landscape coordination with book return and service window.
- Review interior related material costs on cost estimates prepared by others as a secondary check for library and interior specific items.

Deliverables/Plans:

- First and Second floor plans with dimensions
- Floor finish plans
- Wall finish plans
- Reflected ceiling plans
- Door and window schedule and details
- Partition schedule
- Millwork elevations/sections, details
- Service point drawings, sections, details
- Main stair plans and finish details (structural design by others)
- Interior elevations
- Toilet elevations
- Furniture plans for coordination with MEP
- Dimensioned furniture/floor outlet plan for coordination with raised floor installer
- Design selections summary of finishes for coordination by specifications writer
- Thematic design plans and details
- Finish "Alternates" for cost-control measures

Bidding:

- Identification and creation of "alternates" for finishes for cost-control options
- Respond to interiors related questions.
- Review interiors related bids for potential value engineering (if necessary)

Construction Administration:

- Attend weekly OAC meetings – alternating between on-site and virtual attendance.
- Field Observation Report for inclusion as an exhibit to Project Advocates FOR.
- Respond to requests for information related to interiors.
- Review and stamp interiors shop drawing submittals.
- Input to requests for cost proposals related to interiors.
- Review monthly pay application as it relates to interiors.
- Coordination of deliveries and installations dates for furniture and vendor packages
- Up to two construction punch list reviews for Substantial Completion.
- Up to two construction punch list review for Final Acceptance
- 11-month warranty walk through

Furniture Design, Selection, Specification and Procurement:

- Refine furniture layout.
- Identify with the city/library the style desired for the furniture in coordination with the architecture.
- Tour local furniture showrooms.
- Provide key chairs for longer term test sits.
- Provide fabric, wood, laminate, metal, acrylic samples for selection for each piece of furniture selected.
- Provide drawings for custom items.
- Coordination for artwork.
- Provide furniture and equipment detailed specification and schedules for bidding and/or procurement via State of US contracts.
- Answer questions during bidding, prepare addenda, and review bid documents for conformance and best value.
- Coordinate installation with GC/PROJECT ADVOCATES and vendors.
- On site pre-installation conference.
- Coordinate delivery.
- Prepare punch list for each furniture or equipment schedule

FFE Deliverables:

- Detailed furniture plan with identifying tags
- Binder(s) with specifications and finish samples
- Cost estimates by schedule
- Bid documents and Contract proposals

COMPENSATION:

Our fee for the scope of work as defined above will be:

SERVICES								
	Concept Design	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	FFE	
ANNA COMMUNITY LIBRARY		20%	20%	35%	5%	20%		Total
720 design Concept Design	\$52,210							\$52,210
720 design Interiors		\$75,699	\$75,699	\$132,474	\$18,925	\$75,699		\$378,497
720 design FFE							\$102,375	\$102,375
NV5 AV/Tech/Acoustics/Security		\$22,927	\$22,927	\$40,122	\$5,732	\$22,927		\$114,635
RWB MEP		\$31,000	\$31,000	\$54,250	\$7,750	\$31,000		\$155,000
Project Management/Expenses Lump Sum	\$3,022	\$9,067	\$12,089	\$21,156	\$3,022	\$9,067	\$3,022	\$60,445
TOTAL AI FEE								\$863,162

KEY PERSONNEL:

Maureen Arndt shall serve as Project Manager, providing day-to-day client contact and project management.
Susannah Hills, 720 design, shall serve as Interiors Project Manager
Rebecca Atchison, 720 design, shall serve as BIM Manager/Project Architect
Michelle Hayes, 720 design, design team
Mary Cook, NV5, shall serve as Technology Consultant
Aaron Morken, RWB, shall serve as MEP Consultant

OPTIONAL ADDITIONAL SERVICES:

Additional Meetings, Presentations or field measuring buildings will be billed at an hourly rate as follows:

Maureen Arndt, PIC	\$220	hour
Susannah Hills, Project Manager	\$194	hour
Rebecca Atchison, Project Architect	\$186	hour
Michelle Hayes, Designer	\$180	hour

Reimbursable Expenses: Expenses are included in the base fees. Reimbursables exceeding the allowance will be billed at 1.10% of actual costs. Local travel expenses (mileage, printing) are included in the fee.

Change of Service: Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the Owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner for this project and follow the Project Charter.

All meetings and presentations as itemized above shall take place virtually (via Teams or Zoom) or at the City of Anna unless specified otherwise.

Submitted by:



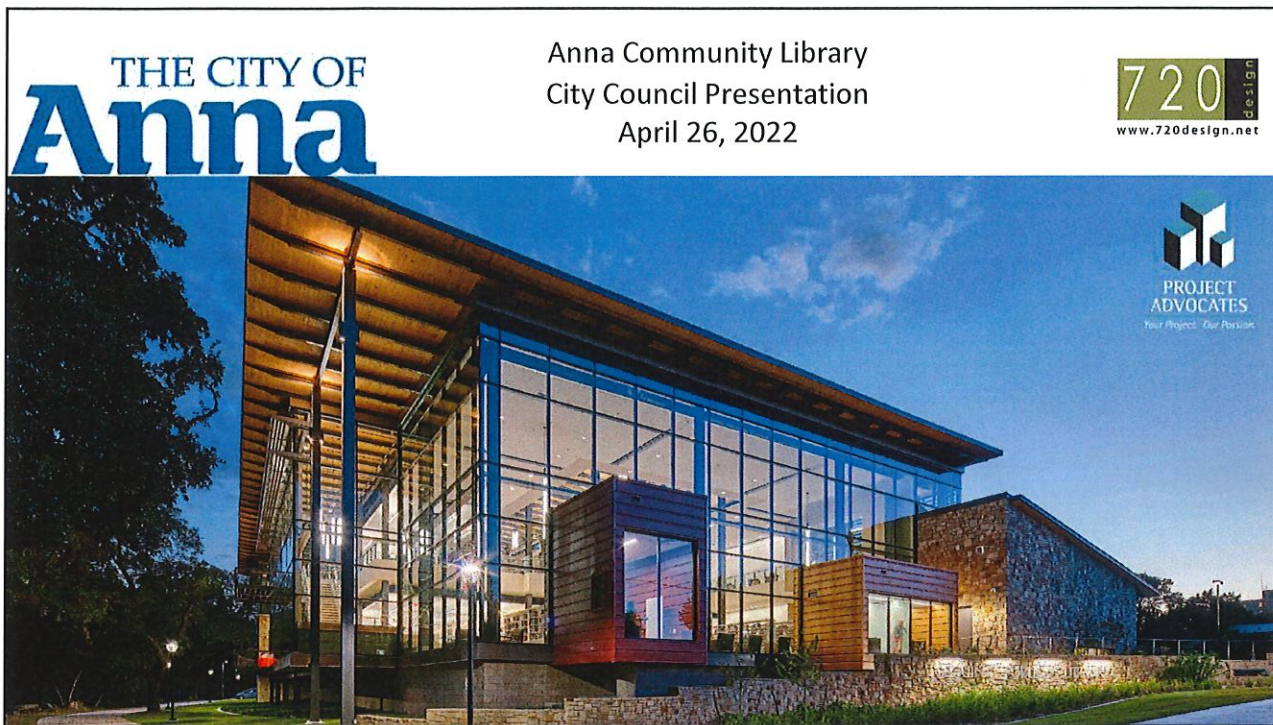
Maureen Arndt, AIA, IIDA 4/10/22
President

720 Design Inc.

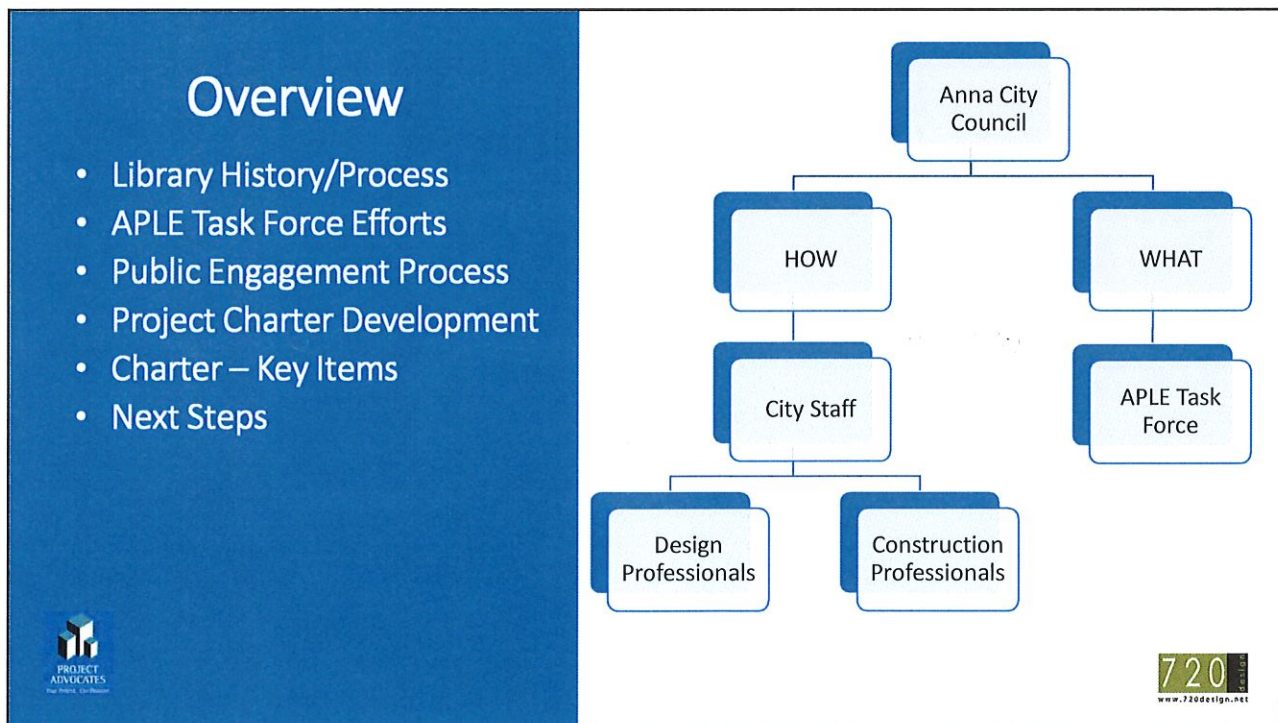
Approved by:

City of Anna

Date



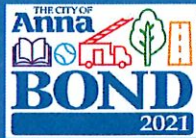
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2

Library History

- 2020 City of Anna Strategic Plan
 - Goal 2: Anna, A Great Place to Live
 - Objective 1: Develop a New City Library
- 2021 City of Anna Strategic Plan
 - Goal 3: Anna, A Great Place to Live
 - Management Action #1 (Top Priority): Library Design



- Voter Approved - May 2021 Bond Election
- \$22M Budget



Library Process

- May 2021 – Voters approve Bond to fund a new City Library with a budget of \$22M.
- Summer 2021 – City prepares financial documents and completes processes to issue first round of debt service to fund Bond projects.
- Fall 2021 – Council approves agreements, creating the Library pre-design team:
 - Project Advocates
 - 720 Design
- Fall 2021 – Council selected a task force comprised of Anna neighbors to begin defining the project needs for the Library.
- Winter 2021 – Spring 2022 – the APLE Task Force works to define the “WHAT” of the project, which is the major components of the project which meet the needs of the community.



3

APLE Task Force Members

Danny Ussery
(City Council Member)

Kevin Toten
(City Council Member)

Alexa Swanpool
(Friends of the Anna Community Library Board Member)

Alfredo Fernandez
(Diversity & Inclusion Board Member)

Dr. Bradley Duncan Ed.D
(Anna ISD)

Elden Baker
(Anna Historical Society, Park Board Member)

Kelly Herndon-Patterson
(Friends of the Anna Community Library Board Member, P&Z Board Member)

Kylee Kelley
(EDC/CDC Board Member)

Mackenzie Jenks
(Park Board Member)



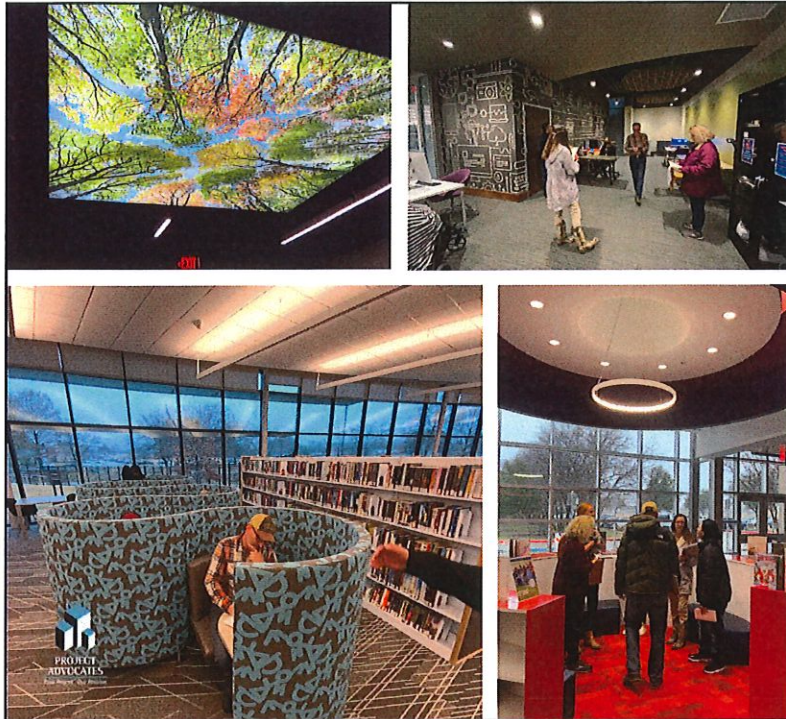
APLE Task Force Efforts

- In-person and virtual meetings
- Research & review of modern library programs
- In-person group library tours in DFW and Central Texas
- Community outreach
 - Development of community survey questions and outreach processes
 - Review of community feedback and data
- Ranking and selection of library components
- Project Charter Development

Many Task Force members gave 100+ hours of their personal time toward this process over the last 4-1/2 months



4



The Anna Public Library Engagement (APLE) Task Force toured:

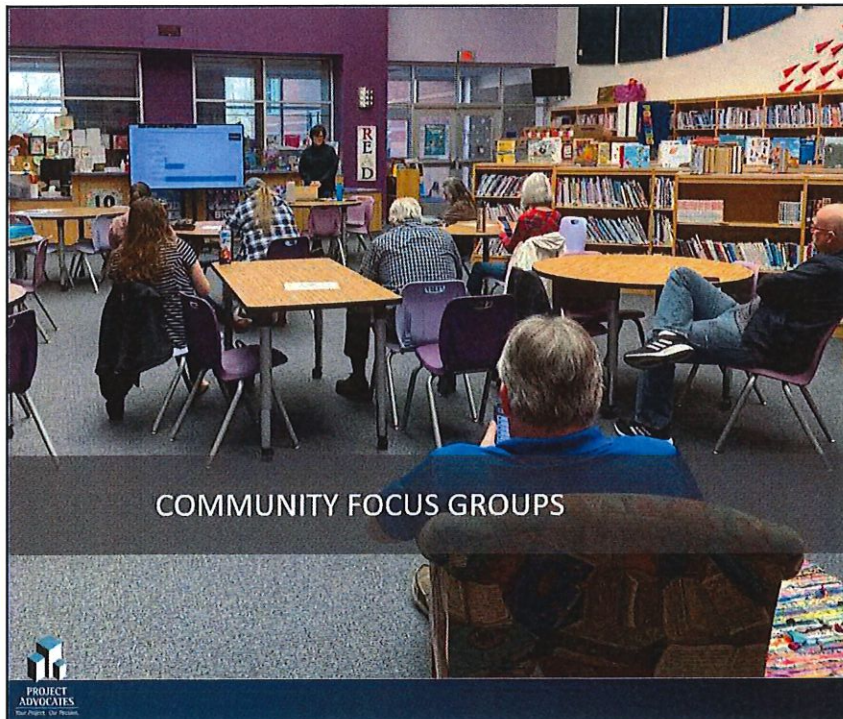
John and Judy Gay (McKinney) Library
 Cozby (Coppell) Public Library
 Flower Mound Public Library
 East Arlington Library
 Central Arlington Library
 Austin Public Central Library
 Seguin Public Library
 San Marcos Public Library
 Hewitt Public Library

Tours included discussions with library staff to determine:

- What works well? What doesn't?
- What would you have done differently?
- What do visitors use the most/least?



5



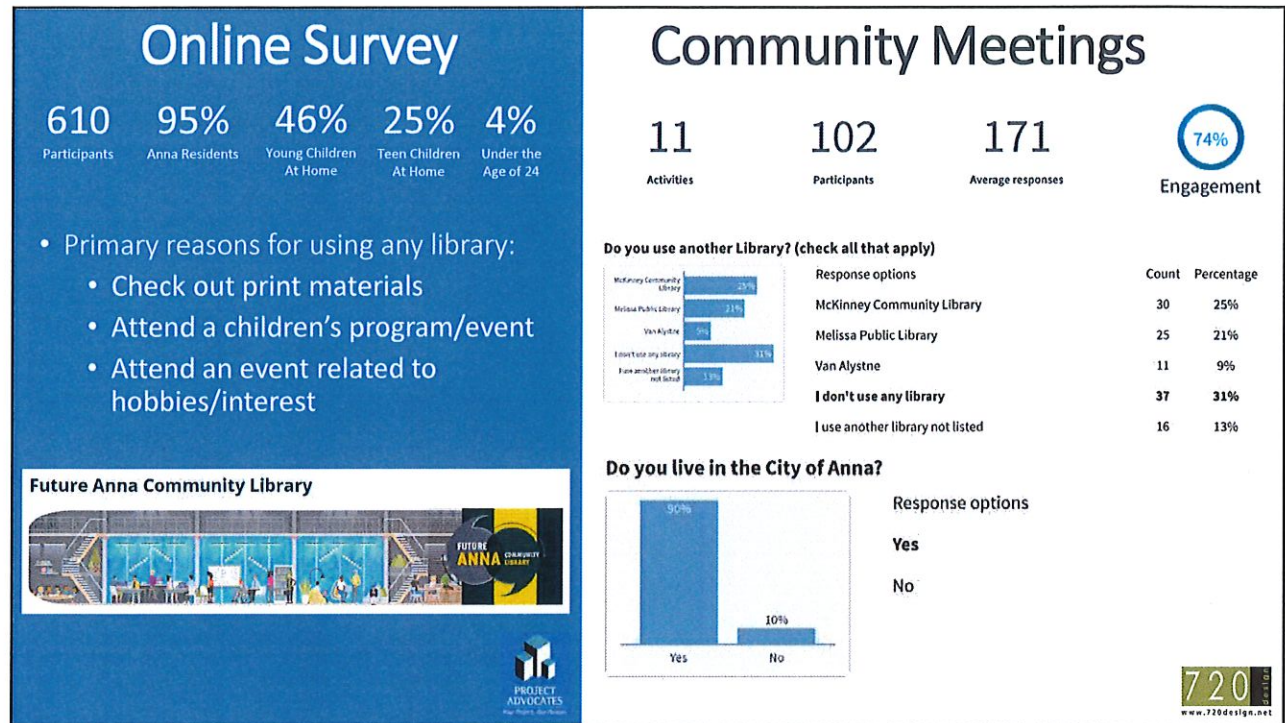
Community Engagement

• The Library pre-design team conducted the most robust and thorough public engagement process which has ever been utilized for a capital project in Anna.

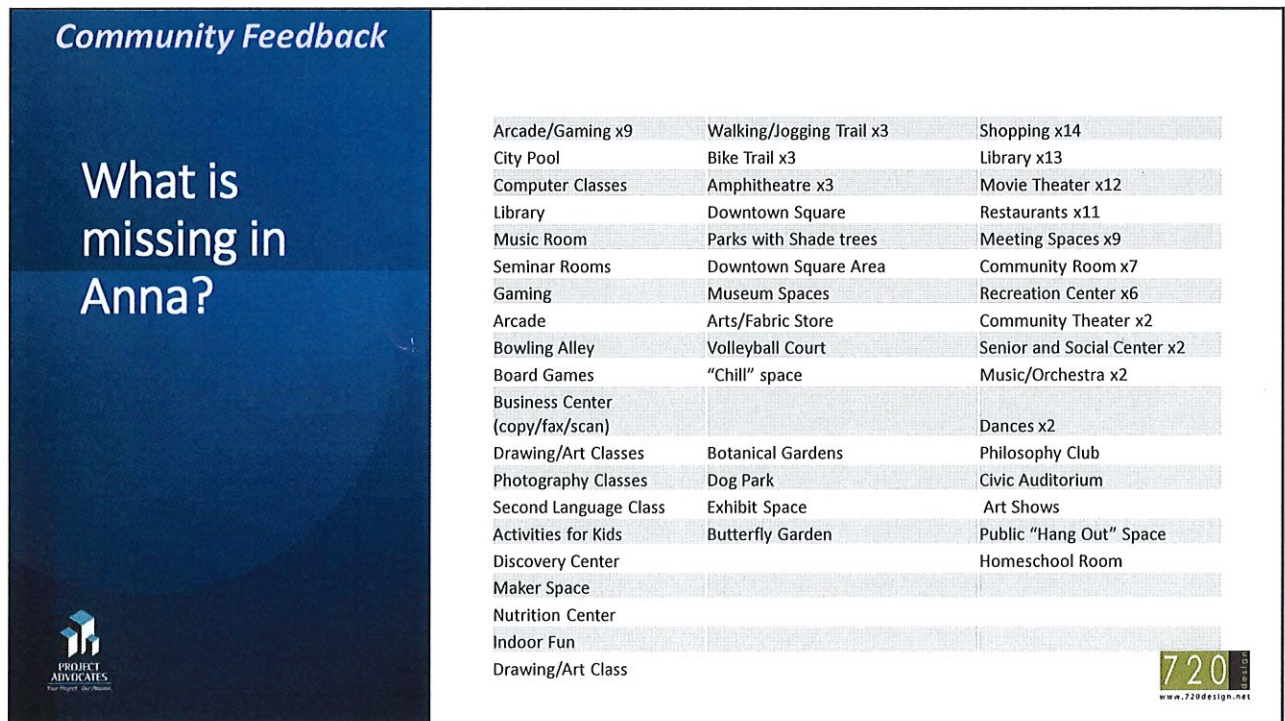
- The process included:
 - Community Focus Group Meetings
 - Individual Stakeholder/Community Leader Meetings
 - In-Person and Virtual Options for all community members
 - Online Survey for neighbors unable to attend a meeting



6



7



8

Community Feedback

What Ideas
would you
like to share
in planning a
new library?

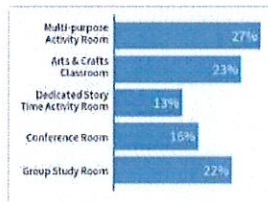


Flexible Spaces	Murals by local artists	Baby Friendly Spaces
Preservation of the History	Adequate Parking	Space for all sizes of meetings
Opportunities to volunteer	Minimize Carbon Footprint/Solar Powered	Build a community Center
Reading, learning, music lessons, gardening	Water Feature	Multi-purpose spaces
Low or No cost Programs	Space for Food Trucks	Event Center and a Library
Kitchen skills	Comfortable seating	Concert spaces
Horseshoe Game area	Focal Point	Keep Seniors in Mind
	Extended hours for the whole building	Bunco Room
	Lots of Windows – natural light	
	Local artist displays	
	Views in and out	
	Aesthetically respectful to Anna's Heritage	
	Emergency cooling and heating stations	



9

What are the three (3) most important **GATHERING SPACES** in the new Anna Library?



Response options	Count	Percentage
Multi-purpose Activity Room	#1 62	27%
Arts & Crafts Classroom	#2 54	23%
Dedicated Story Time Activity Room	29	13%
Conference Room	36	16%
Group Study Room	#3 50	22%



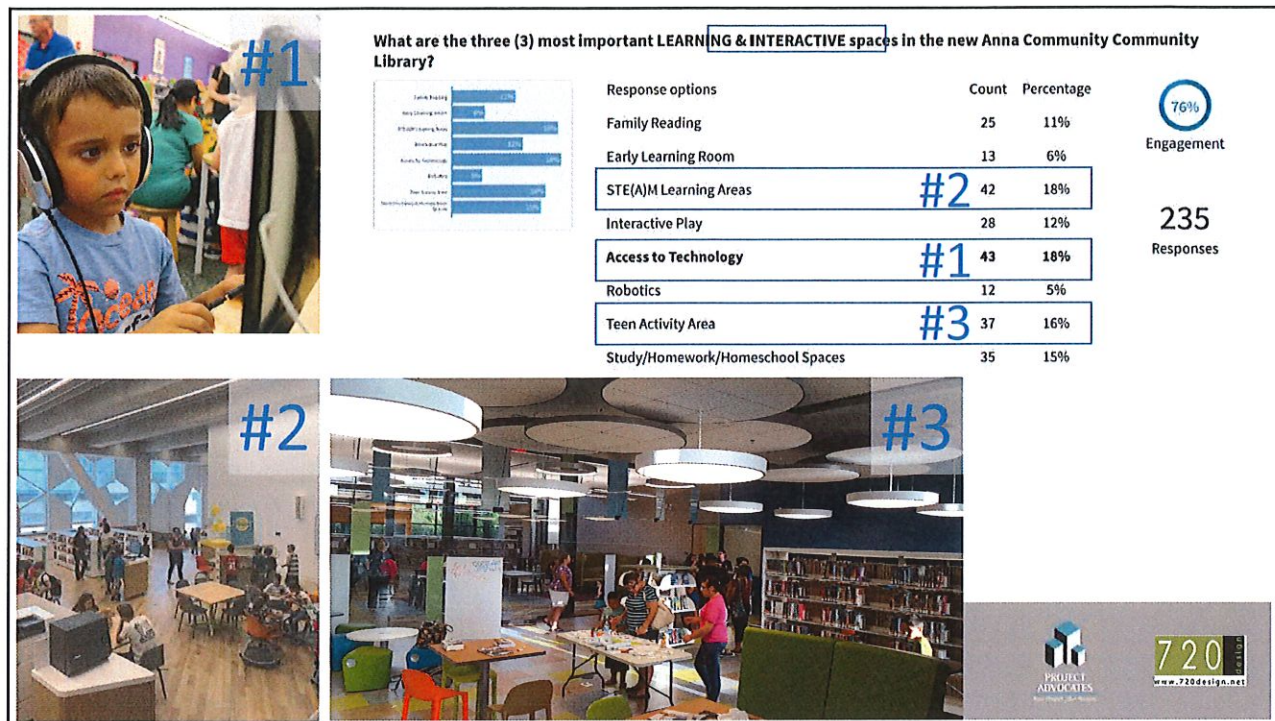
Engagement

231

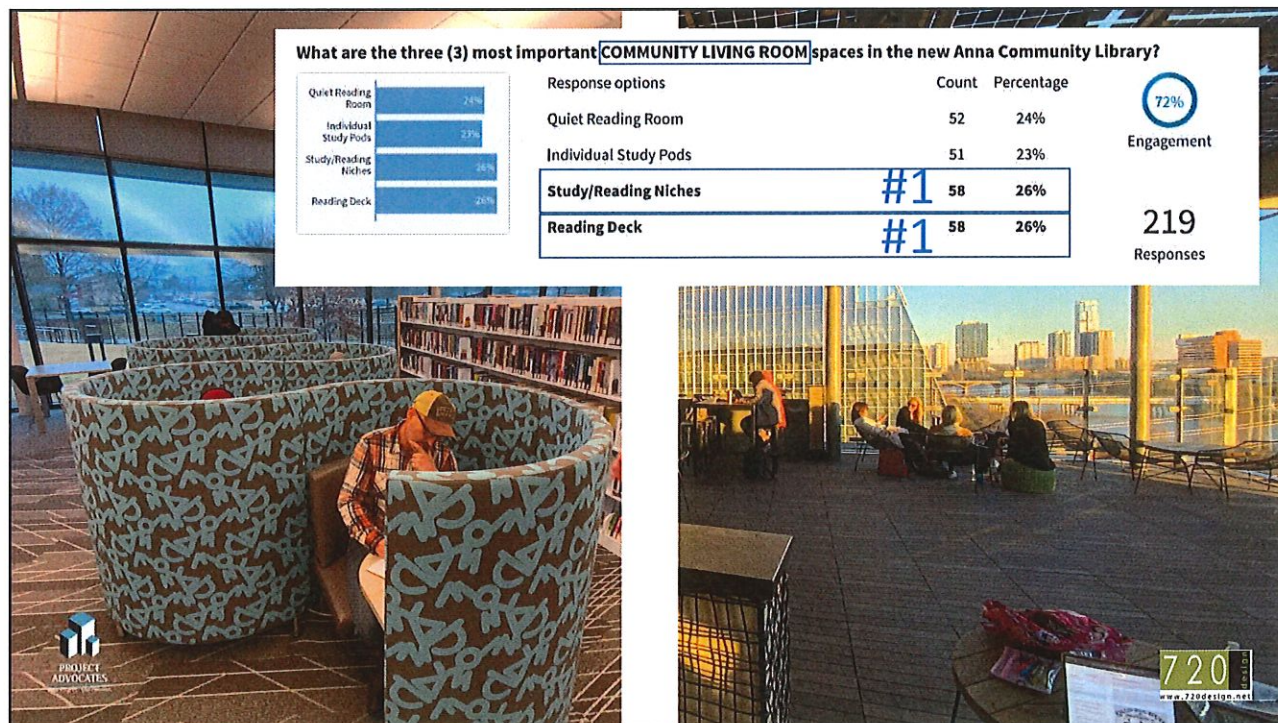
Responses



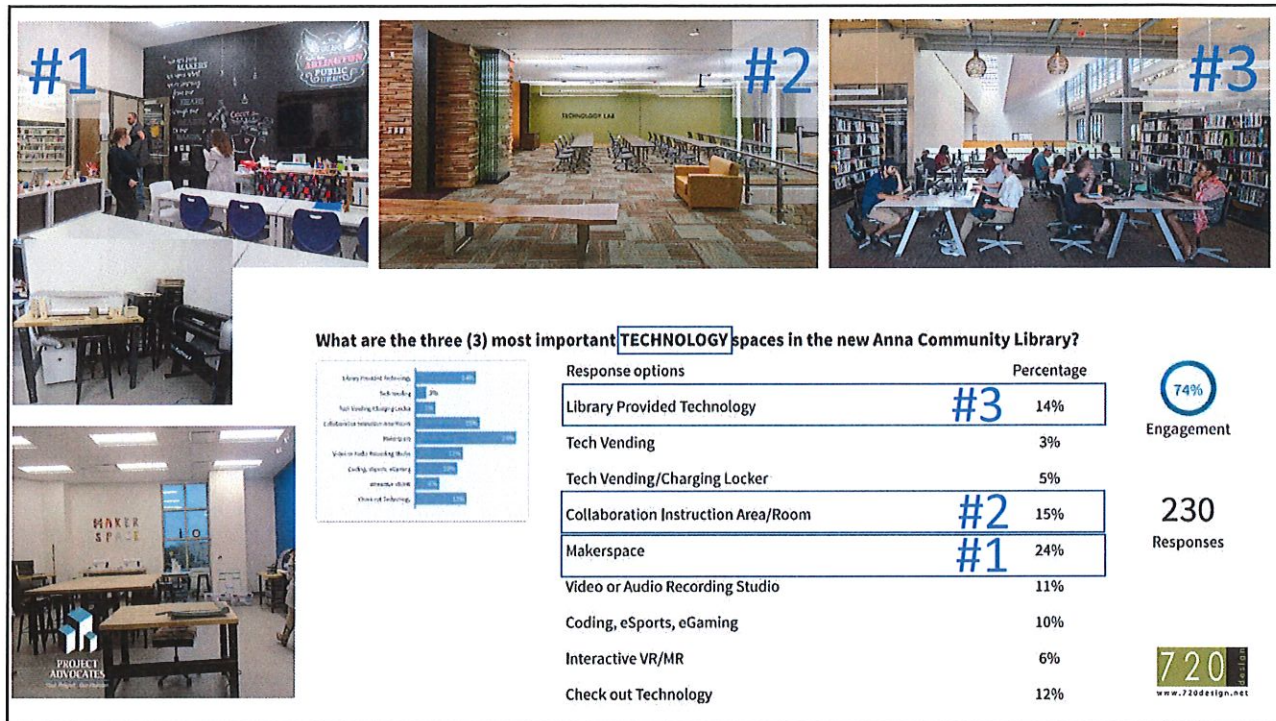
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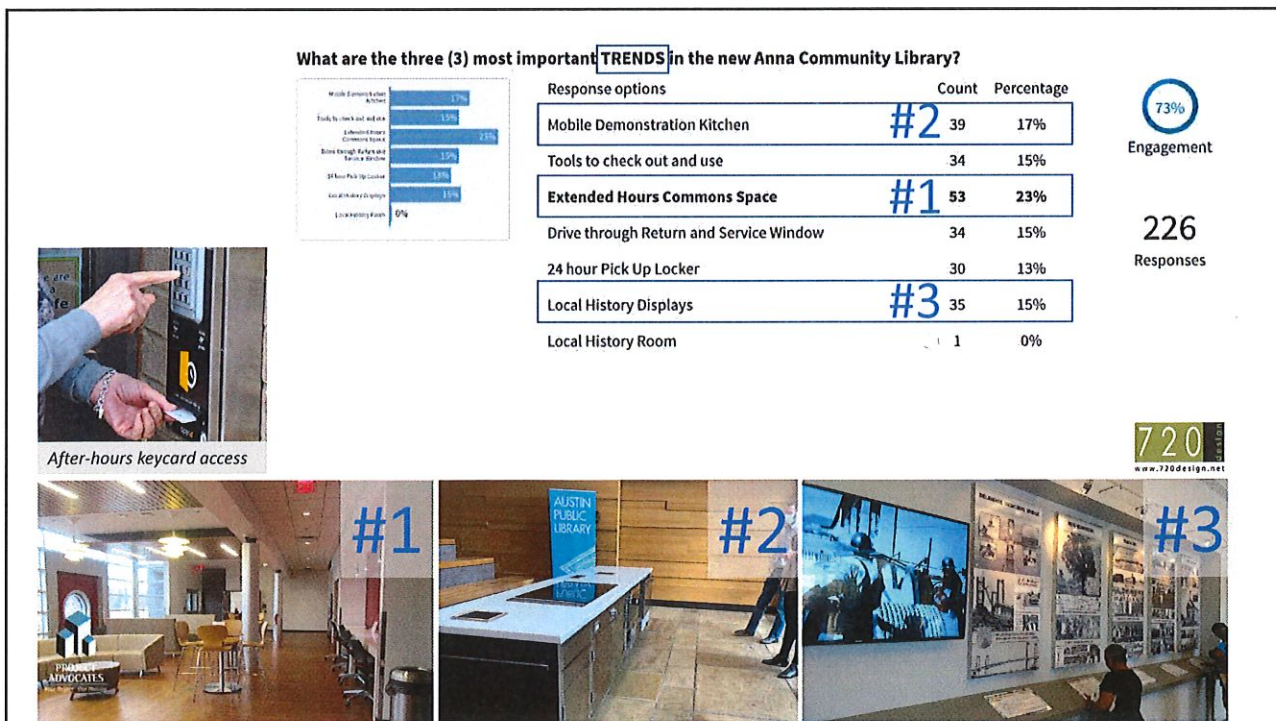
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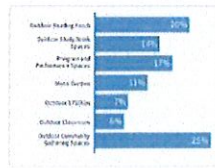


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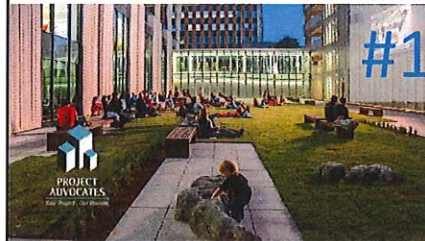
14

What are the three (3) most important OUTDOOR spaces in the new Anna Community Library?



Response options	Count	Percentage
Outdoor Reading Porch	#2 45	20%
Outdoor Study/Work Spaces	31	14%
Program and Performance Spaces	#3 37	17%
Music Garden	25	11%
Outdoor STE(A)m	16	7%
Outdoor Classroom	14	6%
Outdoor Community Gathering Spaces	#1 55	25%

73%
Engagement
223
Responses



15

What are community leaders saying about the potential of our library?

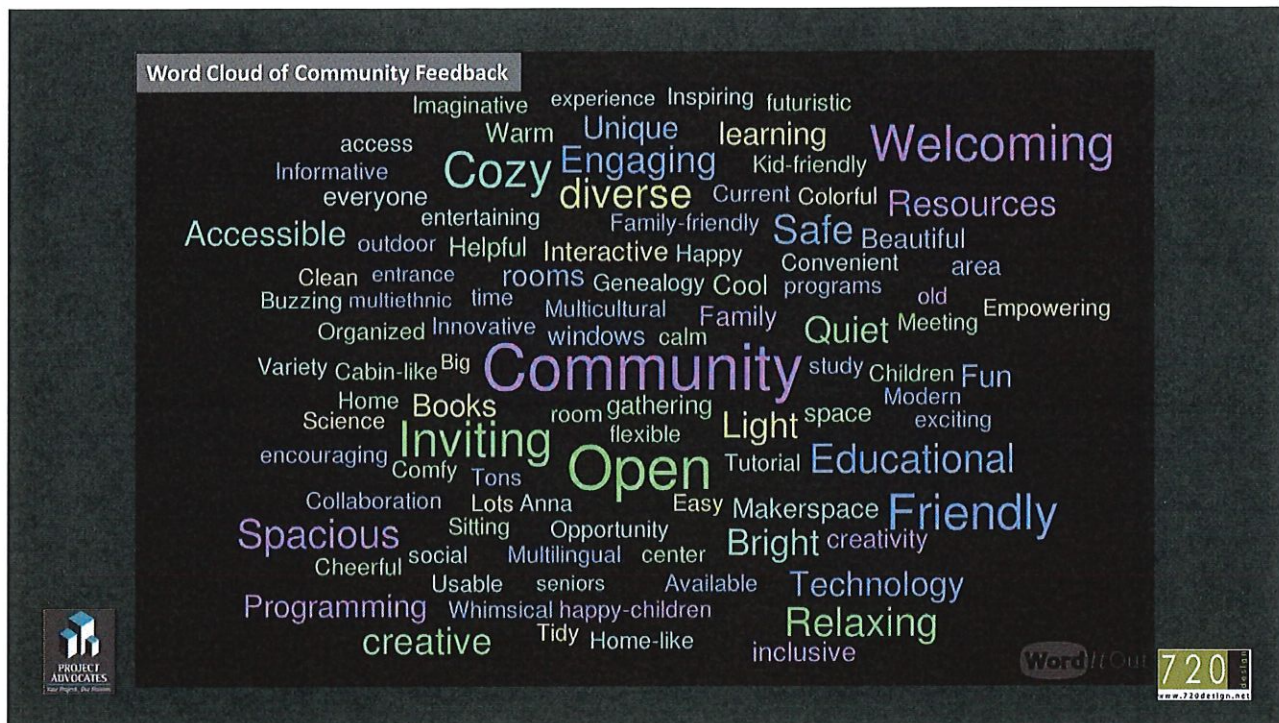
Community Leaders Interviewed:

City Leaders
Anna ISD and Maker Staff
Anna ISD Leadership
EDC/CDC
Religious Leaders
Chamber of Commerce
Melissa Library Board Member/Anna Resident

- The library can be a catalyst for development and help to bring **life to downtown**.
- Anna is the last blank slate in Collin County. This offers groundbreaking **opportunities**.
- The library could play a role in attracting businesses to Anna – good schools, good libraries, **good quality of life**.
- The library should reflect the **unique** nature of the community – maybe tie into the Heritage Square and trains – the city would support a unique solution.
- The library can act as a **social equalizer**.
- Be a **safe** place.
- Lessen the learning loss over the summer.
- The city is **growing** really fast and it's not as easy to know your neighbors. The library can foster a sense of **community**.
- The ISD is creating a **Maker Culture** of **entrepreneurs**.
- Kids that **excel** are kids that read
- The **spirit** of Anna:
 - A place to come together.
 - Gathering spaces.
 - What can I learn from you?
 - A place to talk to your neighbor.
 - Odd but special.



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Draft Project Charter

- Project Description
- Facility Goals
- Program Goals
- Community Goals
- Team Goals
- Schedule Milestones
- Project Team
- Communication Objectives
- Cost Planning Objectives



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 space
- family focused environment
- community inclusiveness for all ages
- nurturing lifelong learners



Facility Goals

- Satisfy the needs of a projected population of 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 ever-changing diversity within the growing population while keeping the building unique to Anna
- Emphasize versatility and efficiencies, along with a learning atmosphere
- Provide a connection to the outdoor environments
- Emphasize technology infrastructure including RFID (check-out system)
- A safe place for the community including emergency generator access (warming station)
- Areas open for extended hours
- Will not include a storm shelter, will not 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 multipurpose collaboration spaces
- Designated family spaces
- A hub of connectivity free to the community



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Program Goals

- Educational Programs for life skills
 - food & nutrition programs
- High Tech Makerspace
- Art(s)
- Crafts
- Teen Gathering Space
- STE(A)M – Science, Technology, Engineering, the Arts, Mathematics
- Dedicated Quiet Spaces
- Multicultural programs
- Naming of rooms and spaces based on Library Policy (to be determined)
- Designated family place
- Children's space, including Storytime
- Summer reading support space
- Summer 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



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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 Project Team - Greg Peters, Director of Public Works - Marc Marchand, Director of Neighborhood Services - Dalan Walker, Park Planning & Development Manager - Anna Public Library Engagement Task Force 720 Design – Maureen Arndt - Project Advocates – Phil Miller/Alma Zamora Communication Objectives - Provide a transparent process via clear and concise communication and team decision-making. 	Schedule Milestones <table border="1"> <tr> <td>Q2 2022</td> <td>Finalized Project Charter for City Council Approval</td> </tr> <tr> <td>Q3 2022</td> <td>Design Team Selection and engagement</td> </tr> <tr> <td>Q3 22 – Q2 23</td> <td>Design Phase</td> </tr> <tr> <td>Q3 2023*</td> <td>Contractor selection and engagement</td> </tr> <tr> <td>Q3 23 – Q4 24*</td> <td>Construction Phase</td> </tr> <tr> <td>Q3-Q4 2024*</td> <td>Owner occupancy</td> </tr> <tr> <td>Q1 2025*</td> <td>Public opening</td> </tr> </table> Cost Planning Objectives - Plan, Design, and Build to the overall budget of \$22,000,000 - We will design to a budget, not budget for a design 	Q2 2022	Finalized Project Charter for City Council Approval	Q3 2022	Design Team Selection and engagement	Q3 22 – Q2 23	Design Phase	Q3 2023*	Contractor selection and engagement	Q3 23 – Q4 24*	Construction Phase	Q3-Q4 2024*	Owner occupancy	Q1 2025*	Public opening
Q2 2022	Finalized Project Charter for City Council Approval														
Q3 2022	Design Team Selection and engagement														
Q3 22 – Q2 23	Design Phase														
Q3 2023*	Contractor selection and engagement														
Q3 23 – Q4 24*	Construction Phase														
Q3-Q4 2024*	Owner occupancy														
Q1 2025*	Public opening														

21

Project Charter Implementation <u>Focus on Fiscal Responsibility</u> - Design to the budget - Utilize project costing and detailed estimates to determine correct mix of building size and building quality <u>Focus on the Functional Community Needs</u> - Design to the feedback from the community - The planning and programming of community space needs will determine building footprint, not an architectural vision <u>Maintain Design Control</u> - Ensure that the final design: - Follows the budget established by the Bond Election - Meets the needs of the Community - Utilizes readily available materials - Utilizes common construction methods to ensure quality and timely construction 	Library Team Roles in the Next Phase <u>City Staff</u> - Oversees all consultants and contractors - Ensures the project meets Charter and Council Goals - Provides Owner input on all design and construction decisions - Directly manages the civil engineering, geotechnical engineering, landscape architecture, utility/drainage/paving system design, and construction <u>Project Advocates</u> (Next contract phase - May Council Meeting) - Project Driver (keep it moving forward) - Stakeholder Coordination - Project Scheduling - Budget Management & Cost Estimating - Process management: - Consultant Selection - Bid Process - Contractor Selection & Daily Oversight <u>720 Design</u> (Next contract phase - May Council Meeting) - Space planning & programming - Conceptual exterior design to establish vision the Architectural Team will follow - Interior design, furniture selection, lighting design, coordination of interior building systems <u>Architectural Team (TBD)</u> - Plan Production - Design of Exterior Shell and Structure - Design of major building systems (HVAC, plumbing, electrical) 
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NEXT STEPS

City Council Actions

- May 10th
 - Adopt Project Charter
 - Authorize next phase of work for the Library Team (Project Advocates, 720 Design)
- June
 - Approve contracts for civil engineer and geotechnical engineer
- July
 - Review & approve conceptual exterior designs to set the vision for the building
- September
 - Approve architectural team contract
 - Approve landscape architect contract



Library Team Actions

- April-May
 - Space Planning & Programming exercises to establish interior spaces and building footprint
 - Engage civil engineer and geotechnical engineer
- May-June
 - Conceptual design of exterior
- July-August
 - Architectural team interviews
 - Landscape Architect interviews
- September
 - Kick-off full design project





Item No. 6.s.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Clark McCoy

AGENDA ITEM:

Approve a Resolution consenting to the addition of 23.130 acres of land to Blue Meadow Municipal Utility District No. 1 of Collin County.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Consent Resolution C03029D20220503

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 5/5/2022
Final Approval - 5/5/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. 2022-_____

RESOLUTION OF THE CITY OF ANNA, TEXAS CONSENTING TO THE ADDITION OF 23.130
ACRES OF LAND TO BLUE MEADOW MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN
COUNTY

WHEREAS, Blue Meadow Municipal Utility District No. 1 of Collin County (the “District”) was organized, created and established pursuant to House Bill No. 4591, 87th Texas Legislature, Regular Session, codified at Chapter 7929A, Texas Special District Local Laws Code, as amended (the “Act”), effective June 15, 2021, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, BR595 Investments, L.P. (the “Developer”), has submitted to the Mayor and City Council of the City of Anna (the “City”), a Petition for Consent to Annexation of Land into the District, requesting the City’s consent to the addition of 23.130 acres to the District, encompassing the land described in Exhibit “A” hereto; and

WHEREAS, attached to this Resolution as Exhibit “B” and made a part hereof are certain terms and conditions to such annexation as authorized by Sections 54.016(e) and 54.165, Texas Water Code, as amended, and Section 7929A.0305 of the Act; and

WHEREAS, the City Council desires to consent to the requested addition of land to the District.

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

1. That all of the matters and facts set out in the preambles hereof are true and correct and incorporated herein as if fully set forth herein.

2. That the City Council of the City of Anna, Texas hereby specifically gives its written consent, as provided by Chapter 54, Texas Water Code, and Section 7929A.0305 of the Act, to the addition of 23.130 acres of land to the District, being the land described in Exhibit “A” hereto, all of which land is within the extraterritorial jurisdiction of the City, subject to the terms and conditions attached hereto and incorporated herein as Exhibit “B”.

3. That this resolution take effect immediately from and after its passage and is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Anna, Texas on the 10th day of May 2022.

ATTEST:

Nate Pike, Mayor

Carrie L. Land, City Secretary

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION

BEING all that tract of land in Collin County, Texas, out of the Jonathan Douthit Survey, A-251, and being part of that called 557.57 acres of land described in deed to BR595 Investments, LP as recorded under CC# 20210326000609850 of the Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found at the Westerly most Northwest corner of said 557.57 acres, and at the Northeast corner of that called 37.48 acres of land described as Tract Two in deed to Justin Ray Armbrister and Wendi Lynn Armbrister as recorded under CC# 20160104000002710 of the Official Public Records of Collin County, Texas, and on the South line of that called 76.08 acres described as Tract One in said Armbrister deed;

THENCE North 89 degrees 19 minutes 44 seconds East, 869.45 feet to a 1/2 inch steel rod found at an ell corner of said 557.57 acres, and at the Southeast corner of said 76.06 acres;

THENCE North 01 degrees 35 minutes 26 seconds West, 151.20 feet 5/8 inch steel rod set at a Northwest corner of said 557.57 acres, and at the Southwest corner of that called 19.44 acres of land described in deed to Leroy W. Warren, Jr. and Linda F. Warren as recorded under CC# 20080725000906630 of the Official Public Records of Collin County, Texas;

THENCE South 89 degrees 34 minutes 39 seconds East, 569.87 feet to a 3/8 inch steel rod found at an angle point of said 557.57 acres;

THENCE South 89 degrees 36 minutes 54 seconds East, 272.23 feet along the North line of said 557.57 acres to a point on the South line of the Anna E.T.J.;

THENCE Southwesterly, 2067.03 feet along said Anna E.T.J. and a curve to the right having a radius of 5358.48 feet and a central angle of 22 degrees 06 minutes 07 seconds (Chord bears South 55 degrees 19 minutes 30 seconds West, 2054.24 feet) to a point on the West line of said 557.57 acres;

THENCE North 01 degrees 00 minutes 40 seconds West, 1013.56 feet along the West line of said 557.57 acres to the POINT OF BEGINNING, containing 23.130 acres of land.

EXHIBIT B

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Anna, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, law enforcement facilities, fire-fighting facilities, emergency medical services or medical transport services facilities, and animal control facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest payment date subsequent to the tenth (10th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Anna, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No additional land located within the extraterritorial jurisdiction of the City of Anna will be added or annexed to the District until the City of Anna has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(b) (1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of Public Works of the City of Anna, Texas or to his designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities, law enforcement facilities, fire-fighting facilities, emergency medical services or medical transport services facilities, and animal control facilities, and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, hydrants, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Anna. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of Anna's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities, law enforcement facilities, fire-fighting facilities, emergency medical services or medical transport services facilities, and animal control facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities, law enforcement facilities, fire-fighting facilities, emergency medical services or medical transport services facilities, and animal control facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Anna; and during the progress of the construction and installation of such facilities, the Director of Public Works of the City of Anna, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to any applicable recreational facilities design standards and specifications of the City of Anna's Parks and Recreation

Department and shall submit a copy of the certification and the “as built” plans and specifications for such recreational facilities to the Director of the City of Anna Parks and Recreation Department.

(3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to any applicable fire-fighting facilities design standards and specifications of the City of Anna’s Fire Department and shall submit a copy of the certification and the “as built” plans and specifications for such facilities for firefighting services to the Chief of the City of Anna Fire Department.

(c) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish (“TCEQ”), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the Department of Public Works, City of Anna, as well as to the TCEQ. The District will agree that representatives of the City of Anna may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility’s legally permitted average daily flow limitations or the District’s allocated capacity therein.

(e) As required by Section 7929A.0104 of the Act, the District and the Developer agree to enter into a contract with the City for adequate supplemental police, fire, emergency, and animal control services for the District. Such contract shall be subject to review and approval by the Commissioners Court of Collin County in accordance with subsection 7929A.0104(c) of the Act but shall not be subject to voter approval as described in subsection 7929A.0104(b) of the Act. Said contract shall include a fire protection plan to meet the needs of the District and other portions of the service areas of the City and its extraterritorial jurisdiction. Said fire protection plan shall designate within the District a site suitable for fire protection, emergency medical services or medical transport services facilities, which site shall be donated to the City by the District regardless of whether a fire protection plan is finally approved. The City will agree to maintain any fire hydrants that are a part of the public water system serving the District and are conveyed to the City. The District agrees that there will be restrictive covenants (declarations of covenants, conditions, and restrictions applicable to land within the District, which will be enforced by a homeowners or property-owners association) and will require that any privately-owned fire hydrants, such as those located within commercial developments, including apartment complexes, that are located outside of a water and wastewater easement conveyed to the City will be owned, operated, and maintained by the owner of the property on which the hydrants are located. Said restrictive covenants will also require that commercial property owners perform maintenance of all privately-owned fire hydrants on their property in accordance with the City’s maintenance recommendations applicable to City-owned fire hydrants. The City agrees to include a note on the construction plans for any commercial property within the District that identifies any fire hydrants on that property that will be owned and must be maintained by the property owner. The City will have no responsibility for maintenance of privately-owned hydrants, but may require the reservation of appropriate easements on all properties on which privately-owned fire hydrants will be located in order to allow the applicable fire service provider to access the fire hydrants for fire-fighting purposes.

The City and the Developer agree that it is in their mutual best interest and in the best interest of the public to provide adequate supplemental police, fire, emergency, and animal control services within the District as provided in this section. The District agrees, as part of its development process, to plan and construct facilities in close coordination with the City. As consideration for the City’s agreement to provide

supplemental police, fire, emergency, and animal control services within the District, the Developer agrees to pay to the City, on behalf of the District, the following sums: (i) within 30 days hereof, the sum of \$200,000; (ii) on the second anniversary of the date hereof, the sum of \$150,000; and (iii) at the time of each District bond sale out of which the Developer receives reimbursement, a sum equal to 3% of the of the reimbursement to the Developer approved under applicable TCEQ rules and payable to the Developer pursuant a report of reimbursable costs prepared by a certified professional accountant on behalf of the District at the time of the closing of each District bond issue (the "Public Safety Fee"); provided, however, that if the TCEQ approves the reimbursement of the payments made by the Developer under this section out of District bonds, then the Public Safety Fee will be increased to 4%.]

(f) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City Council of the City of Anna of a plat which will be duly recorded in the Real Property Records of Collin County, Texas, and otherwise comply with the rules and regulations of the Department of Planning & Development and the Department of Public Works of the City of Anna.



Item No. 7.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
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 - 5/3/2022
Final Approval - 5/3/2022



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance approving an amendment to the Comprehensive Plan for updates to the Master Thoroughfare Plan for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

On April 27, 2021, the City of Anna adopted a new Comprehensive Plan (Ord. No. 903-2021) for the city. By City Charter, the Comprehensive Plan is required to have a Future Land Use Plan, Thoroughfare Plan, and Parks and Open Space Plan for the future growth of the community.

Staff is proposing changes to the City's Master Thoroughfare Plan to address several changes based on development patterns and the impacts these patterns will have on traffic. The proposed changes will improve future mobility as new roads are built.

Additionally, the Council Strategic Plan identifies developing master plans for today and tomorrow as a priority for staff.

The Public Works Department has been working with Kimley Horn to prepare updates to the City's Thoroughfare, Water, and Sewer Master Plans. These infrastructure master plans are the basis for the 10-year Capital Improvement Plan as well as the Roadway, Water, and Sewer Impact Fees which are charged for new development. Staff will present all three infrastructure master plans to the Commission and provide an explanation on the proposed changes.

As part of the Comprehensive Plan, in order to amend the Master Thoroughfare Plan, the City Council is required to hold a public hearing and approve the proposed changes with an Ordinance amending the Comprehensive Plan.

At the May 2, 2022 Planning & Zoning Commission Meeting, the Commission unanimously made a recommendation for approval to the City Council.

FINANCIAL IMPACT:

None.

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. Presentation - MTP Amendment
2. 2022-04-20_Annex MTP Updated 5-10-22
3. ORD. MTP Amendment

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/5/2022



Comprehensive Plan Amendment – Thoroughfare Master Plan

May 2, 2022

Overview

- On April 27, 2021, the City of Anna adopted a new Comprehensive Plan (Ord. No. 903-2021) for the city. By City Charter, the Comprehensive Plan is required to have a Future Land Use Plan, Thoroughfare Plan, and Parks and Open Space Plan for the future growth of the community.
- Staff is proposing changes to the City's Master Thoroughfare Plan to address several changes based on development patterns and the impacts these patterns will have on traffic. The proposed changes will improve future mobility as new roads are built. Additionally, the Council Strategic Plan identifies developing master plans for today and tomorrow as a priority for staff.
- The Public Works Department has been working with Kimley Horn to prepare updates to the City's Thoroughfare, Water, and Sewer Master Plans. These infrastructure master plans are the basis for the 10-year Capital Improvement Plan as well as the Roadway, Water, and Sewer Impact Fees which are charged for new development. Staff will present all three infrastructure master plans to the Commission and provide an explanation on the proposed changes.
- The Planning & Zoning Commission unanimously recommended approval of the proposed amendment at their meeting on May 2, 2022.



Revised Thoroughfare Master Plan

ANNA 2045 MASTER THOROUGHFARE PLAN

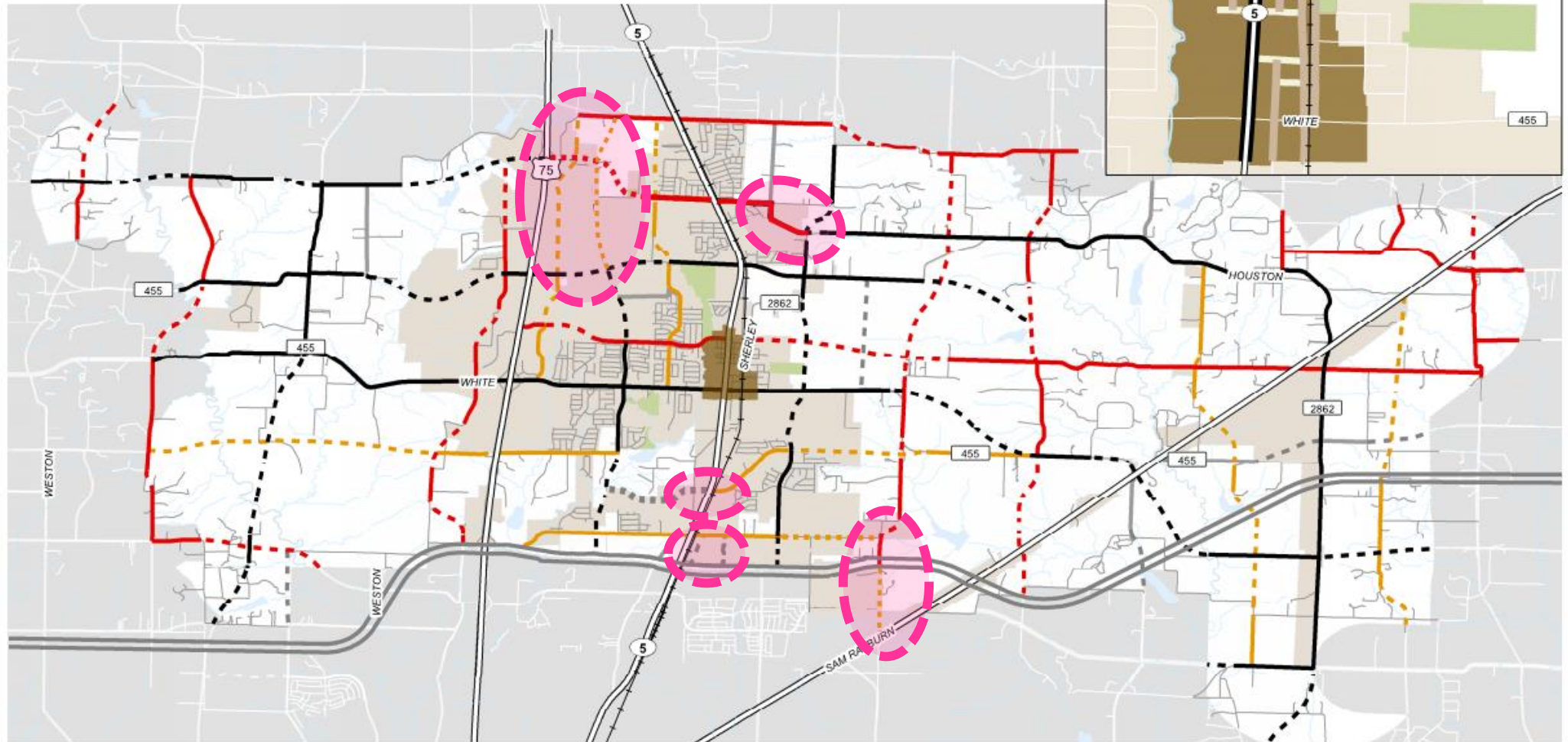
APRIL 2022

- | | | | |
|--|--|--------------------------|-----------|
| — Major Highway | — Major Collector (80' ROW) - Existing | — Anna City Limits | — Parks |
| — Major Arterial (120' ROW) - Existing | - - - Major Collector (80' ROW) - New | — Proposed Downtown Core | — Lakes |
| - - - Major Arterial (120' ROW) - New | — Minor Collector (60' ROW) - Existing | — Anna ETJ | — Streams |
| — Minor Arterial (90' ROW) - Existing | - - - Minor Collector (60' ROW) - New | — Railroads | |
| - - - Minor Arterial (90' ROW) - New | | | |

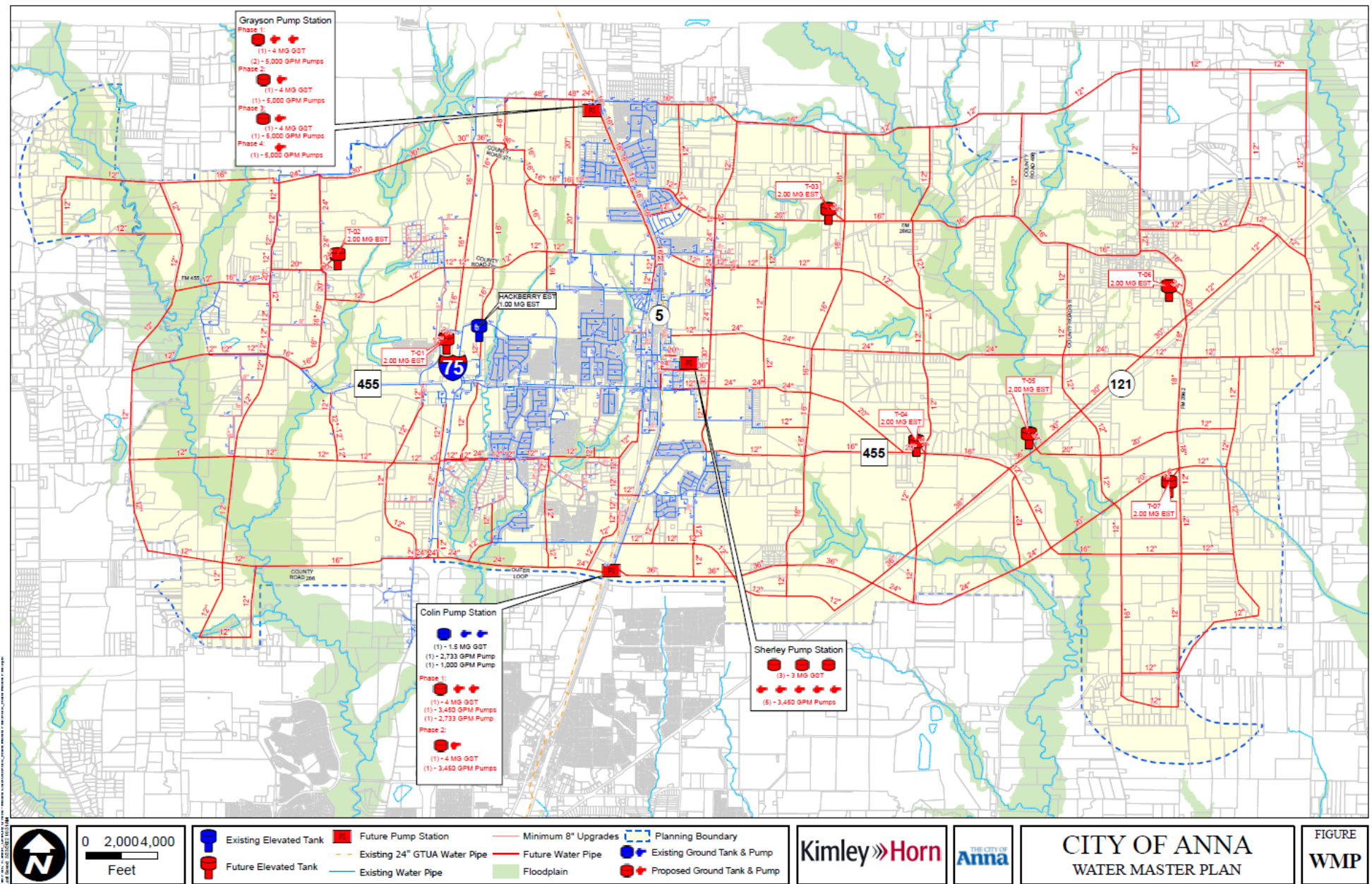
DOWNTOWN INSET MAP

Downtown Street Types

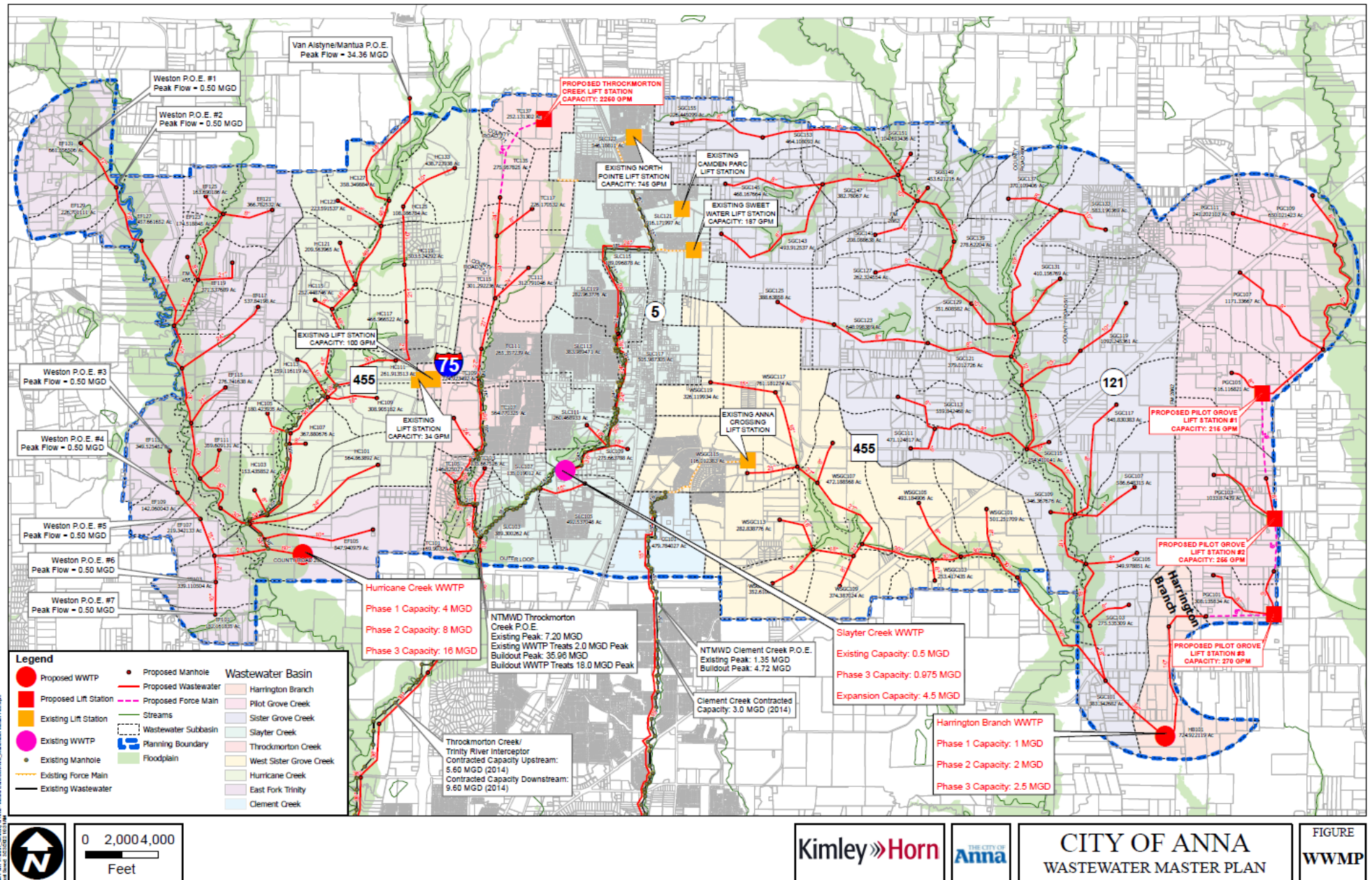
- Downtown Arterial
- Downtown Type A
- Downtown Type B



Revised Water Master Plan



Revised Wastewater Master Plan



Action Item

- This item requires a public hearing, as it is an amendment to the Comprehensive Plan.
- Staff is recommending the adoption of the proposed amendments to the Master Thoroughfare Plan as a component of the Comprehensive Plan.



Next Steps

- If approved, staff will finalize the Master Plans.
- In June, staff will present the Capital Improvements Advisory Committee (CIC) with the proposed amendments to the 10-year Capital Improvement Plan and the proposed changes to the City's Water, Wastewater, and Roadway Impact Fees.
- The CIC will be comprised of the Planning & Zoning Commission and 1 neighbor residing in the ETJ (selected by the City Council).
- Based on the recommendation from the CIC, the 10-yr CIP and Impact Fee amendments will be brought to the City Council for adoption.



ANNA 2045 MASTER THOROUGHFARE PLAN

APRIL 2022

DOWNTOWN INSET MAP

- Major Highway
- Major Arterial (120' ROW) - Existing
- - - Major Arterial (120' ROW) - New
- Minor Arterial (90' ROW) - Existing
- - - Minor Arterial (90' ROW) - New

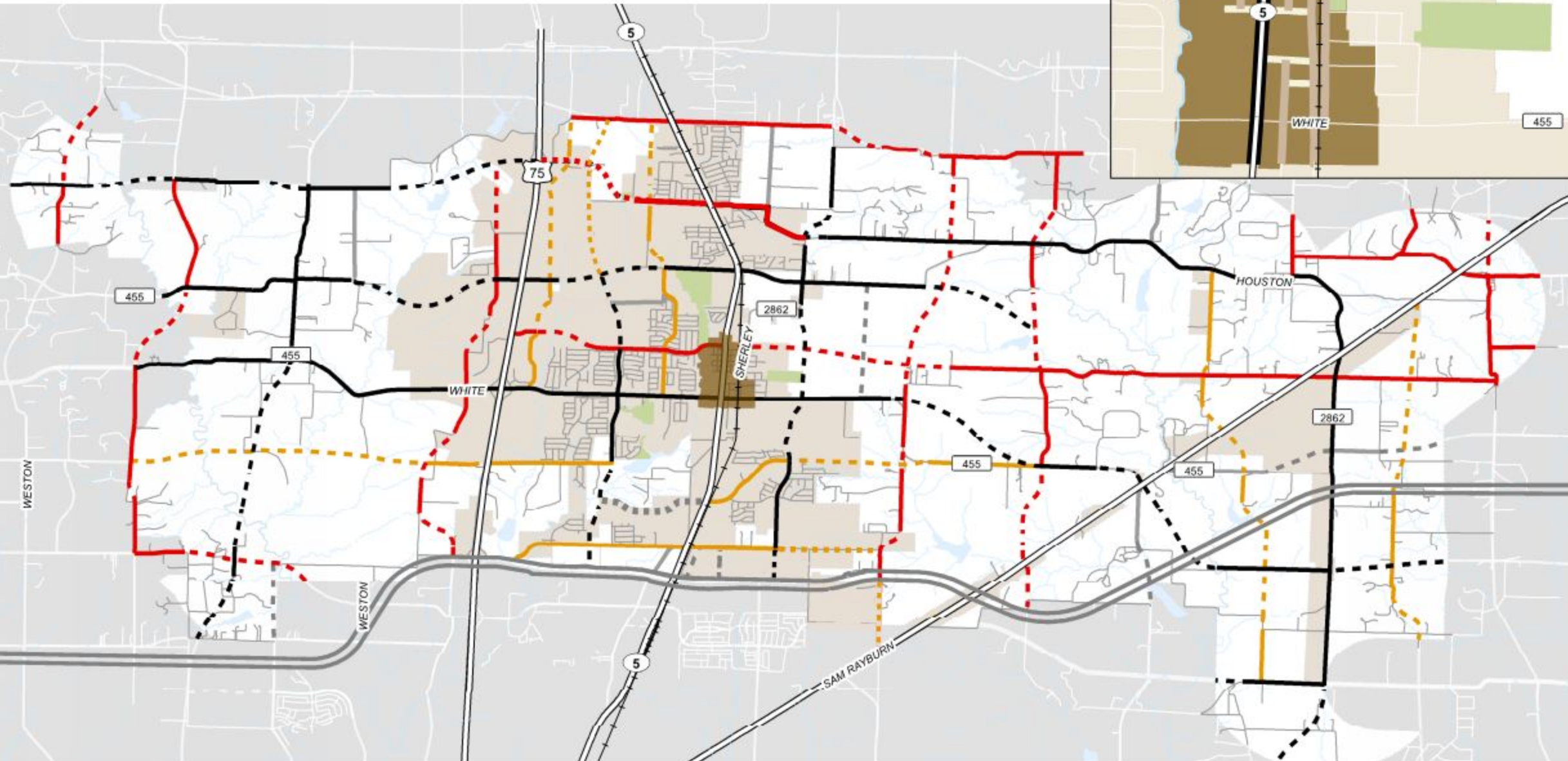
- Major Collector (80' ROW) - Existing
- - - Major Collector (80' ROW) - New
- Minor Collector (60' ROW) - Existing
- - - Minor Collector (60' ROW) - New

- Anna City Limits
- Proposed Downtown Core
- Anna ETJ
- Railroads

- Parks
- Lakes
- Streams

Downtown Street Types

- Downtown Arterial
- Downtown Type A
- Downtown Type B



CITY OF ANNA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 903-2021 ADOPTING THE COMPREHENSIVE PLAN OF THE CITY OF ANNA, TEXAS; ADOPTING REVISIONS TO THE CITY OF ANNA THOROUGHFARE PLAN; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, on April 27, 2021, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing, adopted a Comprehensive Plan for the City by Ordinance 903-2021 on April 27, 2021; and,

WHEREAS, the Comprehensive Plan includes the Thoroughfare Plan for the City of Anna; and,

WHEREAS, the Thoroughfare Plan should be amended from time to time to reflect the changing transportation needs of the community; and,

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 judgement and findings of the City Council with respect to the amendments described herein.

Section 2. The City Council of the City officially finds, determines, and declares that the City of Anna Comprehensive Plan is hereby amended with respect to the Thoroughfare Plan as set forth in the original Comprehensive Plan adopted under Ordinance No. 903-2021 by replacing the Thoroughfare Plan with the amended Thoroughfare Plan set forth in the attached Exhibit A, incorporated herein for all purposes.

Section 3. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna Comprehensive Plan in all places where said Comprehensive Plan is filed as of public record or posted for public inspection.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance shall be held 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 5. 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 the first and final reading on this ____ day of _____, 2022.

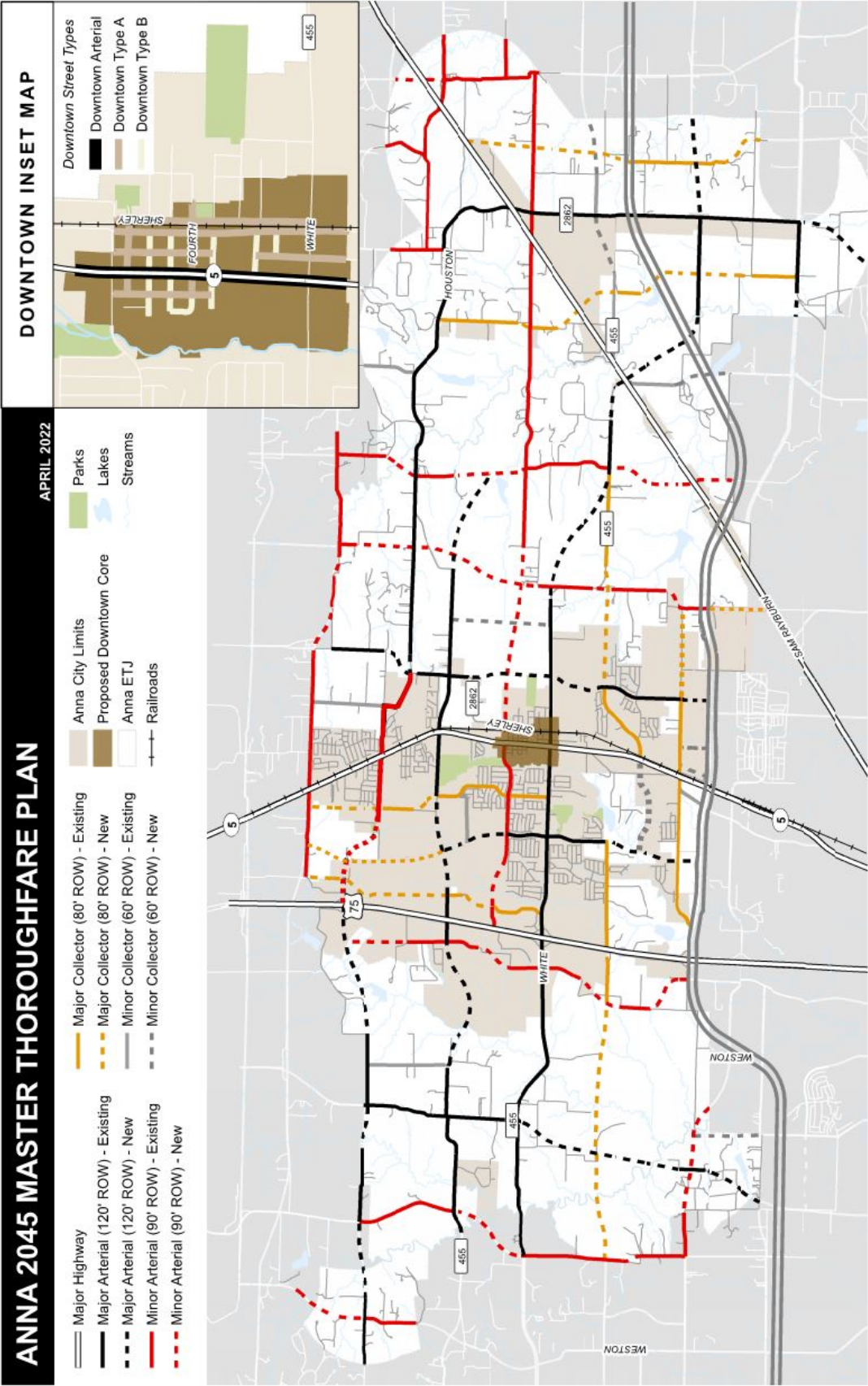
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"





Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action the appointment of a neighbor residing in the Extraterritorial Jurisdiction of the City of Anna to the Capital Improvement Advisory Council as required by State Law for the review and consideration of proposed amendments to the City of Anna 10-year Capital Improvement Plan and Impact Fees. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is working on revisions to the City's 10-year Capital Improvement Plan and updates to the City's Roadway, Water, and Sanitary Sewer Impact Fees. As a part of this process, State Law requires the City to hold a public hearing with a Capital Improvement Advisory Committee (CIC), which will make a recommendation to the City Council regarding the proposed adoption of the 10-year Capital Improvement Plan and new impact fees. Typically, the City's Planning & Zoning Commission functions as the CIC.

Since the City of Anna provides public water and sanitary sewer services outside of the City limits, State Law requires the CIC to include one resident of the Extraterritorial Jurisdiction. Staff is seeking the selection of an ETJ representative by the City Council.

FINANCIAL IMPACT:

None.

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 for the City Council to make a motion and formally select a resident of the Anna ETJ to serve on the CIC.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/6/2022



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action approving a Resolution appointing a Greater Texoma Utility Authority (GTUA) Board Member to Place 8. (Interview Committee)

SUMMARY:

The Greater Texoma Utility Authority (the "Authority" or "GTUA") operates under the provisions of Chapter 49 of the Texas Water Code. The Authority has no taxing power but may incur debt by the issuance of bonds supported by revenues from the operations it finances. The Authority may enter into contracts to provide services for member cities and others when requested. The Authority provides its member cities with assistance in financing and construction of water and wastewater facilities. The Authority may also be requested to provide operations services for water and wastewater facilities by member cities and others.

GTUA is governed by a Board of Directors appointed by its member cities. Place 8 is appointed by the City Council of the City of Anna. Currently, the position is vacant due to the resignation of Director Anthony Richardson. The City Council may make an appointment to the Board of Directors, filling the vacant term set to expire December 31, 2022. Meetings are held monthly in Denison at 5100 Airport Drive, Denison, TX, 75020.

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 - 5/4/2022
Final Approval - 5/4/2022



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointments to the Planning and Zoning Commission
(Interview Committee)

SUMMARY:

Place 2
Place 4
Place 6

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/4/2022



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointments to the Board of Adjustments. (Interview Committee)

SUMMARY:

Place 2
Place 4
Place 2A

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/4/2022



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointments to the EDC/CDC Boards. (Interview Committee)

SUMMARY:

Place 1 -Partial Term ending 2023
Place 2
Place 4
Place 5 - Partial Term ending 2023
Place 6

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/4/2022



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointments to the Parks Advisory Board. (Interview Committee)

SUMMARY:

Place 2
Place 4
Place 6

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/4/2022



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointments to the Diversity and Inclusion Advisory Commission. (Interview Committee)

SUMMARY:

Place 1 -Partial Term expiring 2023
Place 2
Place 4
Place 6

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/4/2022
Final Approval - 5/4/2022



Item No. 7.i.

City Council Agenda
Planning Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Two single-family dwelling, detached lots on 2.9± acres located on the south side of Farm-to-Market Road 455 (FM 455), 965± feet west of Sheffield Drive. Zoned: Extraterritorial Jurisdiction (ETJ).

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

ISSUES:

The applicant is requesting a waiver from adopted city standards located within both the Subdivision Regulations and Design Standards.

1. Minimum frontage on a public street. Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district.

Attached (Exhibit B) is the applicants justification letter dated April 14, 2022, associated with the waiver request.

FINDINGS:

Where the city council finds that undue hardships will result from strict compliance with a certain provision(s) of the subdivision regulations and design regulations, or where the purposes of the regulations may be served to a greater extent by an alternative proposal, the city council may approve a waiver/suspension from any portion of the regulations so that substantial justice may be done and the public interest is secured, provided that the waiver/suspension shall not have the effect of nullifying the intent and purpose of the regulations, and further provided that the city council shall not approve a waiver/suspension unless it makes findings based upon the evidence presented to it in each specific case that:

(A) Granting the waiver/suspension will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver/suspension will not prevent the orderly subdivision of other property in the vicinity;

- *The 30-foot access easement is an existing condition in which three lots would share. Currently, there is a single-family residence on Lot 1 and on Lot 2.*

(B) The conditions upon which the request for a waiver/suspension is based are unique to the property for which the waiver/suspension is sought, and are not applicable generally to other property;

- *Both tracts of land have an existing 30-foot wide access easement for a distance of 785± feet until the developable portion of Lot 1 and an additional 519± feet until the developable portion of Lot 2.*

(C) Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;

- *Due to the narrow width of the existing 30-foot access easement, the applicant is not able to meet the minimum 40 feet of frontage requirement.*

(D) The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city; and

- *The waiver request is specific to one standard contained within the Subdivision Ordinance and Design Standards.*

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The property is located within the extraterritorial jurisdiction which would require review by Collin County Development Services should the applicant choose to make any site improvements at a later time. For this reason and due to the nature of the existing 30-

foot access easement, staff is amenable to the variance request.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Pruitts Place Locator Map
2. RESOLUTION - (MP) Pruitt's Place MP BL A LTS 1 & 2
3. Exhibit A (Stamped) - Pruitt' Place Minor Plat
4. Waiver Request Letter (Exhibit B) - Pruitt's Place Minor Plat

Minor Plat - Pruitt's Place, Block A, Lots 1 & 2

E FM 455

SHEFFIELD

WHITE ROCK TRL

THE CITY OF
Anna

N

 Subject Property

 City Limits
 ETJ

0 200 400 800 Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING PRUITT'S PLACE, BLOCK A, LOTS 1 & 2, MINOR PLAT

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

WHEREAS, Estate of Michael Pruitt – Wayne Gartman Temporary Administrator (the "Applicant") has submitted an application for the approval of the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat (the "Property"); and

WHEREAS, The Applicant requests a waiver from the following regulation located within the Subdivision Regulations and Design Standards of the City of Anna;

- Minimum frontage on a public street.

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. Conditional waiver of minimum frontage on a public street.

(a) In granting the waiver as described, the City Council has examined the relevant evidence and finds that:

1. Granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;
 - *The 30-foot access easement is an existing condition in which three lots would share. Currently, there is a single-family residence on Lot 1 and Lot 2.*
2. The conditions upon which the request for a waiver/suspension are based is unique to the Property and are not applicable generally to other property;

- *Both tracts of land have an existing 30-foot wide access easement for a distance of 785± feet until the developable portion of Lot 1 and an additional 519± feet until the developable portion of Lot 2.*
3. Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;
- *Due to the narrow width of the existing 30-foot access easement, the applicant is not able to meet the minimum 40 feet of frontage requirement.*
4. The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city;
- *The waiver request is specific to one standard contained within the Subdivision Ordinance and Design Standards.*

Section 4. Approval of Minor Plat.

The City Council hereby approves the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat attached hereto as Exhibit A.

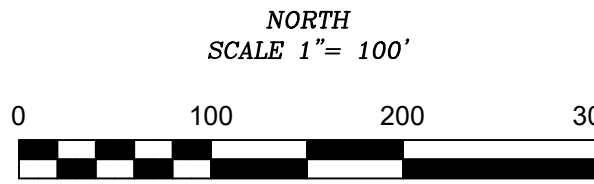
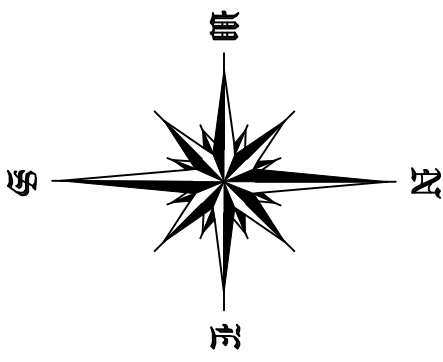
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

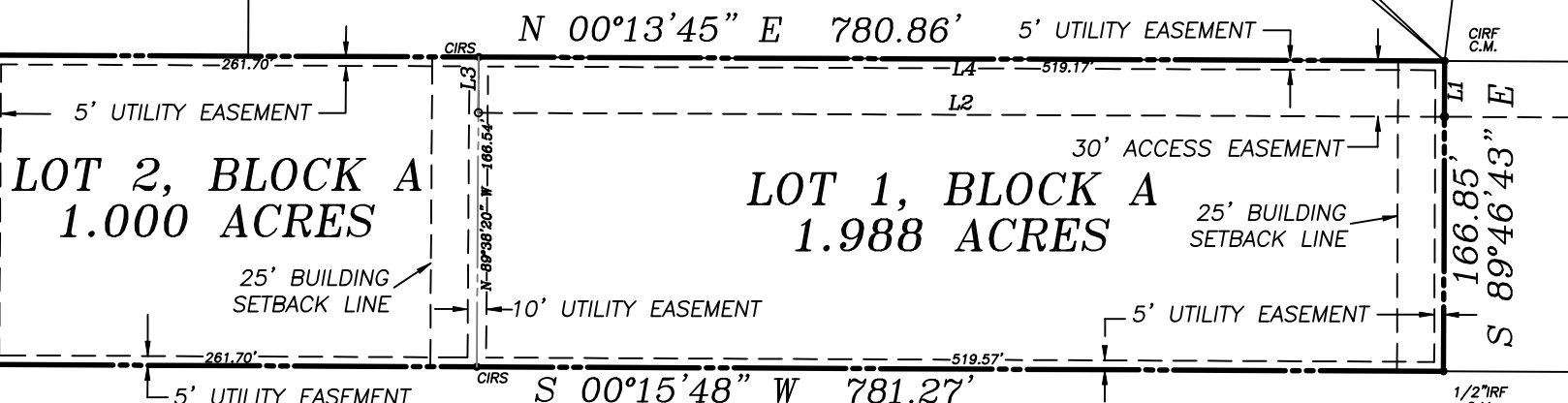
Mayor, Nate Pike



LEGEND
C.M. = CONTROLLING MONUMENT
CIRF = CAPPED 1/2" IRON ROD FOUND STAMPED (4613)
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
IRF = IRON ROD FOUND
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS

CALLLED 5,542 ACRES
JOEY L. MOONEYHAM &
STEPHENIE JO. MOONEYHAM
C.C. NO. 20140225000172230
O.P.R.C.C.T.

CALLLED 2,000 ACRES
SUZAN K. VITI
C.C. NO. 2017031700039370
O.P.R.C.C.T.



WKG ENTERPRISES LTD
VOLUME 4478, PAGE 2534
D.R.C.C.T.

LINE	BEARING	DISTANCE
L1	S 89°46'43" E	30.00'
L2	S 00°13'45" W	519.24'
L3	N 89°38'20" W	30.00'
L4	N 00°13'45" E	519.17'

COUNTY OF COLLIN
STATE OF TEXAS

WHEREAS ESTATE OF MICHAEL WAYNE PRUITT is the owner of a tract of land situated in the James Sorrel Survey, Abstract No. 858, Collin County, Texas, and being all of a 3,000 acre tract of land conveyed to Michael Wayne Pruitt as recorded in Document No. 94-0102375 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING in the south Right Of Way line F.M. 455 at a 1/2" iron rod found for the northwest corner of a called 2,998 acre tract of land conveyed to NTM Masonry Company, LLC as recorded in Instrument No. 20190514000535470 of the Official Public Records of Collin County, Texas, and said iron rod being the northeast corner of a called 5.956 acre tract of land as conveyed to Matthew Fortner as recorded in Instrument No. 20140417000368770 of the Official Public Records of Collin County, Texas, and said corner also being the northwest corner of a 30' Access easement described in Document No. 94-0102375 of the Official Public Records of Collin County, Texas;

THENCE S 00°19'23" W with the west line of the called 2,998 acre tract of land a distance of 785.03' to a 1/2" iron rod with plastic cap stamped "4613" found for the POINT OF BEGINNING, and said iron rod being southwest corner of the called 2,998 acre tract of land and the northwest corner of the called 3,000 acre tract of land;

THENCE S 89°46'43" E a distance of 166.85' to a 1/2" iron rod found for the southeast corner of the called 2,998 acre tract of land;

THENCE S 00°15'48" W a distance of 781.27' to a 1/2" iron rod found for corner;

THENCE N 89°38'20" W a distance of 166.38' to a 12" Wood Fence Post found for corner;

THENCE N 00°13'45" E a distance of 780.86' to the POINT OF BEGINNING and containing 130,138 Square Feet or 2.988 Acres of land.

COUNTY OF COLLIN
STATE OF TEXAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND at Anna, Texas, this ____ day of _____, 2022.

WAYNE GARTMAN
(TEMPORARY ADMINISTRATOR)
ESTATE OF MICHAEL WAYNE PRUITT

COUNTY OF COLLIN
STATE OF TEXAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEY NOTES:

- The original copy will have original signatures, stamp seal and an impression seal.
- Copyright 2022, Surdukan Surveying, Inc.
- This survey is being provided solely for the use of the current parties.
- This survey is subject to all easements of record.
- The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.

PURPOSE STATEMENT:

The purpose of this plat is to subdivide a 3,000 acre tract of land into 2 lots.

NOTICE:

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

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to Lots 1 and 2 of this addition and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and Emergency use, in, along, and access said premises, with the right and privilege in along, upon, and across said premises.

SURVEYORS CERTIFICATE

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

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

COUNTY OF COLLIN
STATE OF TEXAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2022.

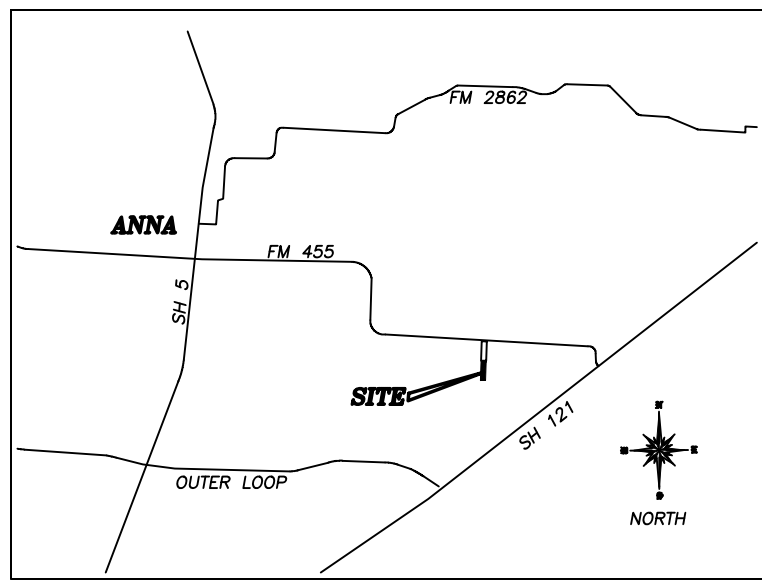
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Health Department Notes:

Health Department Certification:

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

Registered Sanitarian or Designated Representative
Collin County Development Services



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF APPROVAL

Accepted this ____ day of _____, 2022, by the City Council of the City of Anna, Texas.

(Mayor)

City Secretary

APPROVED
MAY 10, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

MINOR PLAT
PRUITT'S PLACE
BLOCK A, LOTS 1 AND 2
BEING 2.988 ACRES OUT OF THE
JAMES SORREL SURVEY, ABSTRACT NO. 858
CITY OF ANNA ET
COLLIN COUNTY, TEXAS

OWNER
ESTATE OF MICHAEL PRUITT
WAYNE GARTMAN
(TEMPORARY ADMINISTRATOR)
324 CRESCENT RD.
WACO, TEXAS 76710
(254) 744-7678

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

EXHIBIT B

April 14, 2022

Planning & Zoning Commission and Council
City of Anna
3223 North Powell Parkway
Anna, Texas 75409

Re: **Waiver Request – Pruitt's Place Minor Plat**

Zoning & Council Members:

We have submitted a minor plat for consideration by the City Council at an upcoming meeting. We respectfully request that this minor plat be approved with a waiver to the following requirement:

Sec. 9.02.087 (b) Minimum frontage on a public street. Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district..

This waiver is requested based on the following:

- A. *This property does not adjoin dedicated ROW. The property has an existing 30' access easement through the north property currently owned by NTM MASONRY COMPANY, LLC. to F.M. No. 455 a 90' dedicated ROW.*
- B. There is an existing private road through the 30' Access Easement recorded in C.C. No. 94-0102375 that passes through property currently owned by NTM MASONRY COMPANY, LLC

We appreciate your consideration of this waiver request and approval of the minor plat.

Sincerely,



Wayne Gartman,
Temporary Administrator



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discussion/Action on a Resolution entering into a development agreement with Cross Point Church Anna to establish timelines and development and design regulations for a self-storage, min-warehouse development on 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street. (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. 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 rezoning request. It only puts in place construction deadlines and 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 similar development timelines and material standards and percentages recently approved by the Council.

ATTACHMENTS:

1. Resolution - DA (Blacklock Storage, self-storage)
2. Development Agreement (Blacklock Storage) - 5-6-22
3. Exhibit 1 - DA (Concept Plan -Blacklock Storage, Bl A, Lt 1)

APPROVALS:

Ross Altobelli, Director of Development Services

Created/Initiated - 5/6/2022

Jim Proce, City Manager

Final Approval - 5/6/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH CROSS POINT CHURCH ANNA, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR SELF -STORAGE, MINI-WAREHOUSE DEVELOPMENT GENERALLY LOCATED ON THE WEST SIDE OF S. POWELL PARKWAY, 909± FEET WOUTH OF W. WHITE STREET

WHEREAS, Cross Point Church Anna, is the Property Owner of real estate generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street; and

WHEREAS, Property Owners desire to rezone the subject property to allow a self-storage, mini-warehouse development; 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 Anna Cross Point Church Anna 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 10th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of May 10, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Cross Point Church Anna ("Owner") as follows:

RECITALS

WHEREAS, the Owner is the sole owner of 4.9± acres of real property depicted on Exhibit 1 (the "Property"); and,

WHEREAS, the Property is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) (the "Original Zoning Classification"); and,

WHEREAS, the Owner has applied to rezone the Property to allow for Planned Development-I-1 Light Industrial (PD-I-1) zoning district to allow for a self-storage, mini-warehouse development with modified development standards (the "Zoning Change"); 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 event that the Property is rezoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future self-storage, mini-warehouse 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 Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. 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 or shown in Exhibit 1. 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.
- B. With respect to all structures/development within the PD-I-1 Zoning District, Owner agrees to comply and/or to cause all other persons or entities 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). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof.

Self-Storage, Mini-Warehouse Buildings

- A. Each building façade facing the right of way may not exceed a length of 160 feet without a break in the façade of a minimum depth of 2 feet for a minimum length of 10 feet.
- B. A minimum of 2 materials are required on each façade facing the right of way. This section only applies to building sections within 200' of the right of way.
- C. The two buildings within 200' of the right of way in Exhibit 1 will use only stone, brick, and/or split face concrete masonry units in the construction of the exterior facade on the front walls facing the right of way. The three rear self storage buildings will be constructed from non masonry metal panels.
- D. Where the function of an individual business, or the recognized identity of a brand dictates a specific style, image, or building material associated with that company, the masonry provision may be modified; however, the development shall maintain harmony in terms of overall project design and appearance, and such design shall be subject to approval by the city council after recommendation from the planning and zoning commission.

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 Owner: Cross Point Church Anna
 926 S. Powell Parkway
 Anna, TX 75409
 Attn: A Chris Jones

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

- A. This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent 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 Zoning Change on or before the 10th day of May 2022. 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.
- B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:
1. Within 90 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.
 2. Within 180 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the self-storage development), and civil plans.
 3. A preconstruction meeting between Owner and City staff shall occur within 60 days of final approval of the civil plans.
 4. Site construction pursuant to final approved civil plans must commence within 120 days after the preconstruction meeting and after all permits have been fully approved
 5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than 120 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multi-family development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
 6. Recordation in the Official Records of Collin County, Texas of the self-storage,

mini-warehouse development final plat must occur within 180 days of commencement of site construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 60 days after the later to occur of the recordation of the self-storage, mini-warehouse final plat and obtaining a building permit.
- A. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner 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 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.

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

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

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (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 WITHOUT LIMITATION 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 EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON 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 shall survive the termination of this Agreement.

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence

or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

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 May 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

Cross Point Church Anna

By: _____
A Chris Jones, Crosspoint Church Anna

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the ____ day of May 2022, appeared Chris Jones 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 Pastor of Cross Point Church Anna.

Notary Public, State of Texas

EXHIBIT "1"
DEPICTION OF THE PROPERTY

DRAFT

Exhibit 1

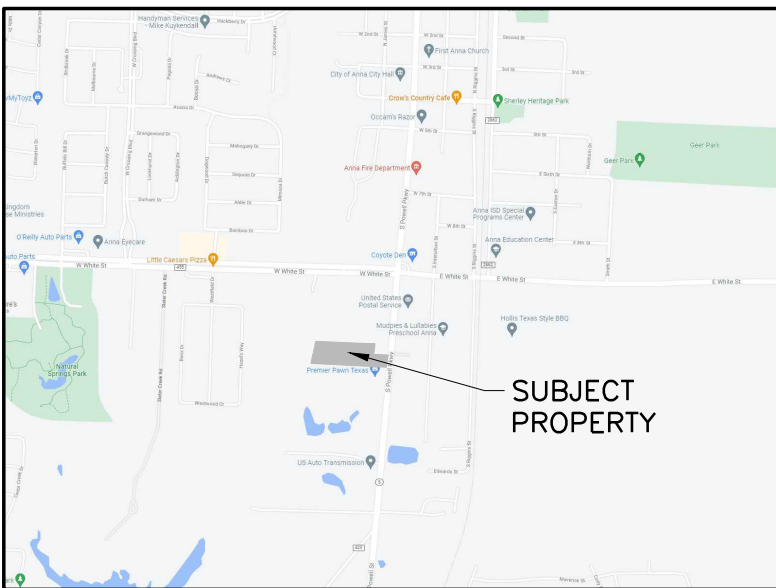
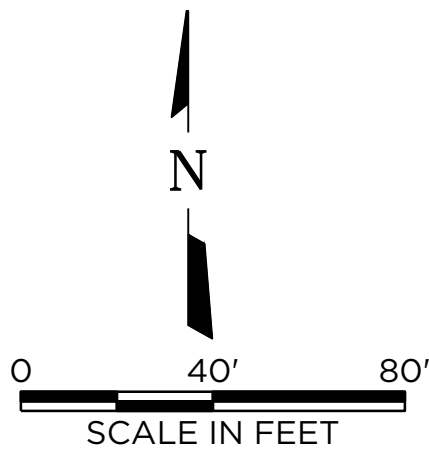


ARTEC INTEGRATED LLC
4100 SPRING VALLEY RD
SUITE 465
DALLAS, TEXAS 75244

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	1 SPACE PER 100 UNITS PLUS 1 PER 1,000 SF GFA OF OFFICE
PARKING REQUIRED (RATIO)	800
NUMBER OF STORAGE UNITS	1 (1,000 SF)
NUMBER OF OFFICES	9
PARKING PROVIDED	9
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

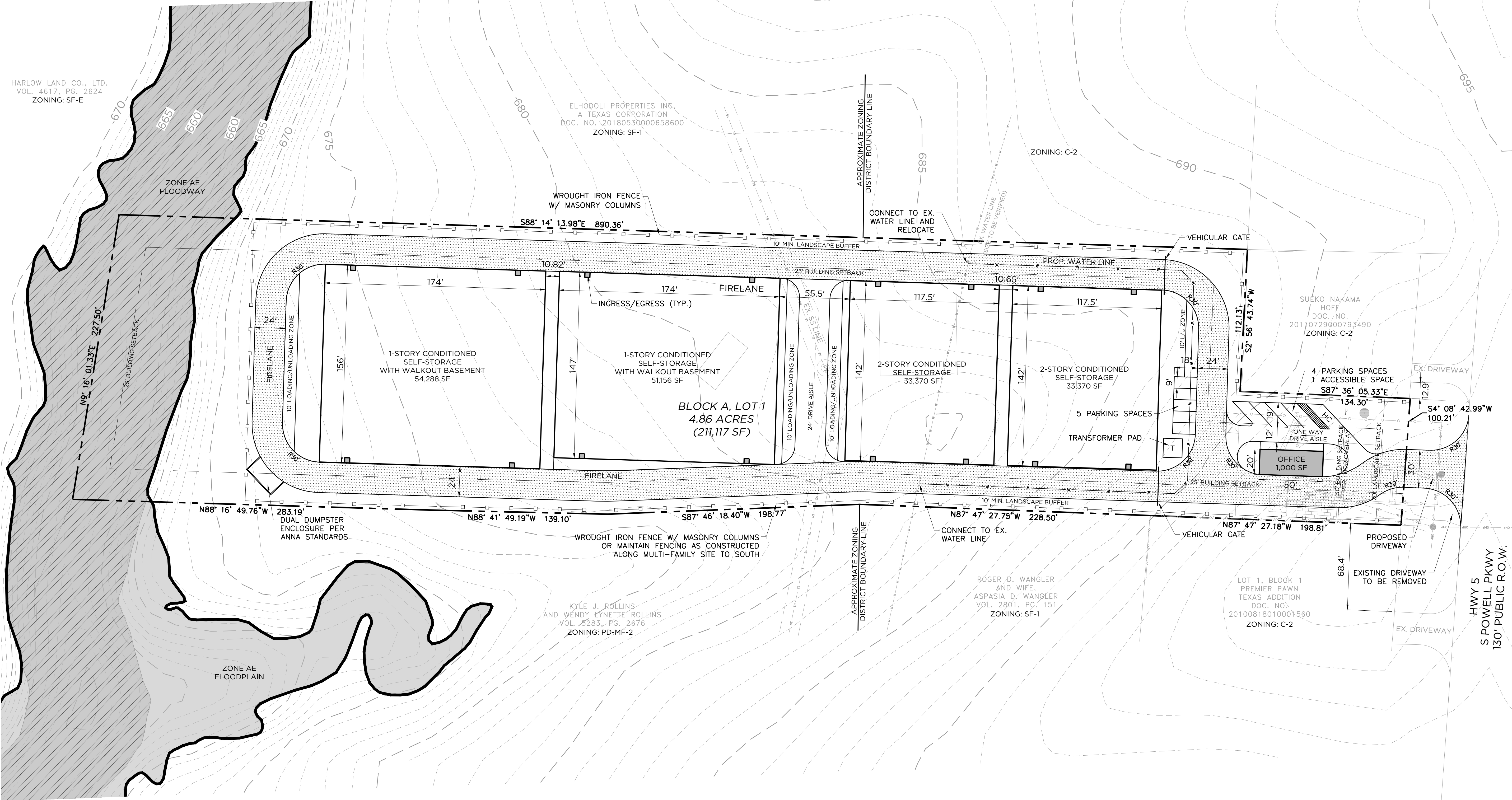
CONCEPT PLAN
BLACKLOCK STORAGE
BLOCK A, LOT 1
BEING 4.85 ACRES OUT OF THE
G STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

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



HARLOW LAND CO., LTD.
VOL. 4617, PG. 2624
ZONING: SF-E

ELHODOLI PROPERTIES INC.
A TEXAS CORPORATION
DOC. NO. 20180530000658600
ZONING: SF-1

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

SUEKO NAKAMA
HOFF
DOC. NO.
20110729000793490
ZONING: C-2



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.9± acres generally 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

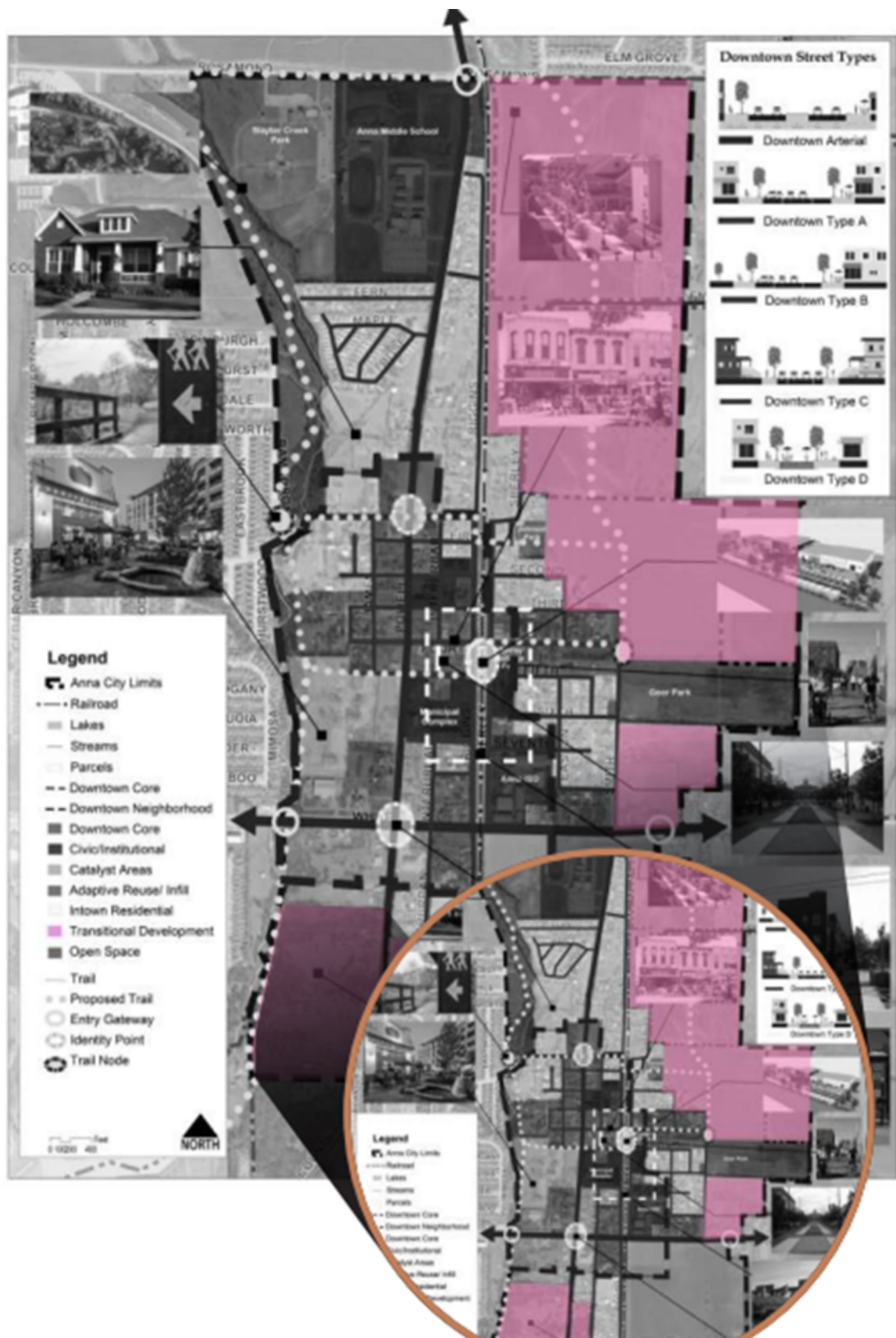
building types to support the district. Though not classified as Catalyst Areas as described above, these areas may very well become catalytic in nature and help spur economic growth within the area. Because of the desire for flexibility to maximize the development potential in each of these areas, future 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):





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 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. DRAFT Ordinance - Blacklock Addn (self-storage zoning)
3. Exhibit 1 - Ord (Concept Plan -Blacklock Storage, BI A, Lt 1) (1)
4. PZ - STAFF REPORT (Zoning) - Blacklock Storage

APPROVALS:

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

Created/Initiated - 5/3/2022
Final Approval - 5/5/2022

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, 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 10th day of May 2022.

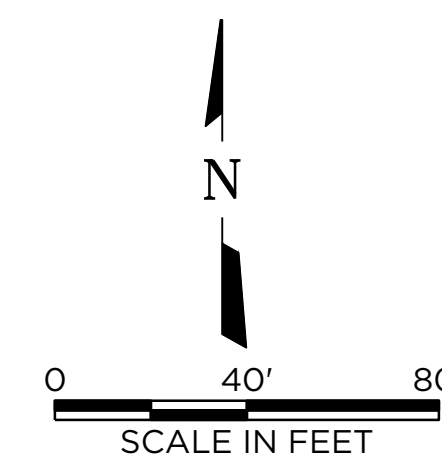
ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit 1

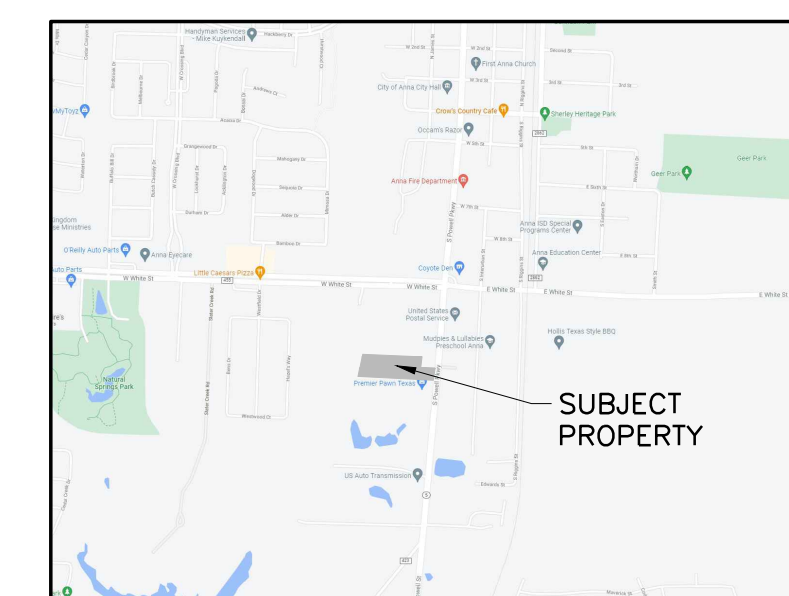


ARTEC INTEGRATED LLC
4100 SPRING VALLEY RD
SUITE 465
DALLAS, TEXAS 75244

TBPE ENGINEERING FIRM F-16272

PROJECT
BLACKLOCK STORAGE
ANNA, TEXAS

DATE: PROJECT NO.	DATE NO.	DATE
REVISION		
1		
2		
3		
4		
5		
6		



VICINITY MAP

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	
LOT NUMBER	
ZONING	PD-
LAND USE	SELF-STORAGE
LOT AREA - SQ FT / AC	211,117 SF / 4.86
BUILDING FOOTPRINT AREA (TOTAL)	86,092
BUILDING HEIGHT (NUMBER OF STORIES)	
BUILDING HEIGHT (FEET)	
LOT COVERAGE	40.80%
PARKING	
PARKING REQUIRED (RATIO)	1 SPACE PER 100 UNITS PLUS PER 1,000 SF GFA OF OFFICE
NUMBER OF STORAGE UNITS	8
NUMBER OF OFFICES	1 (1,000 SF)
PARKING REQUIRED	
PARKING PROVIDED	
ACCESSIBLE PARKING REQUIRED	
ACCESSIBLE PARKING PROVIDED	
LANDSCAPE	
REQUIRED INTERNAL LANDSCAPE AREA	48
TOTAL LANDSCAPE AREA PROVIDED	37,625

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
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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

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 4.9± acres generally 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

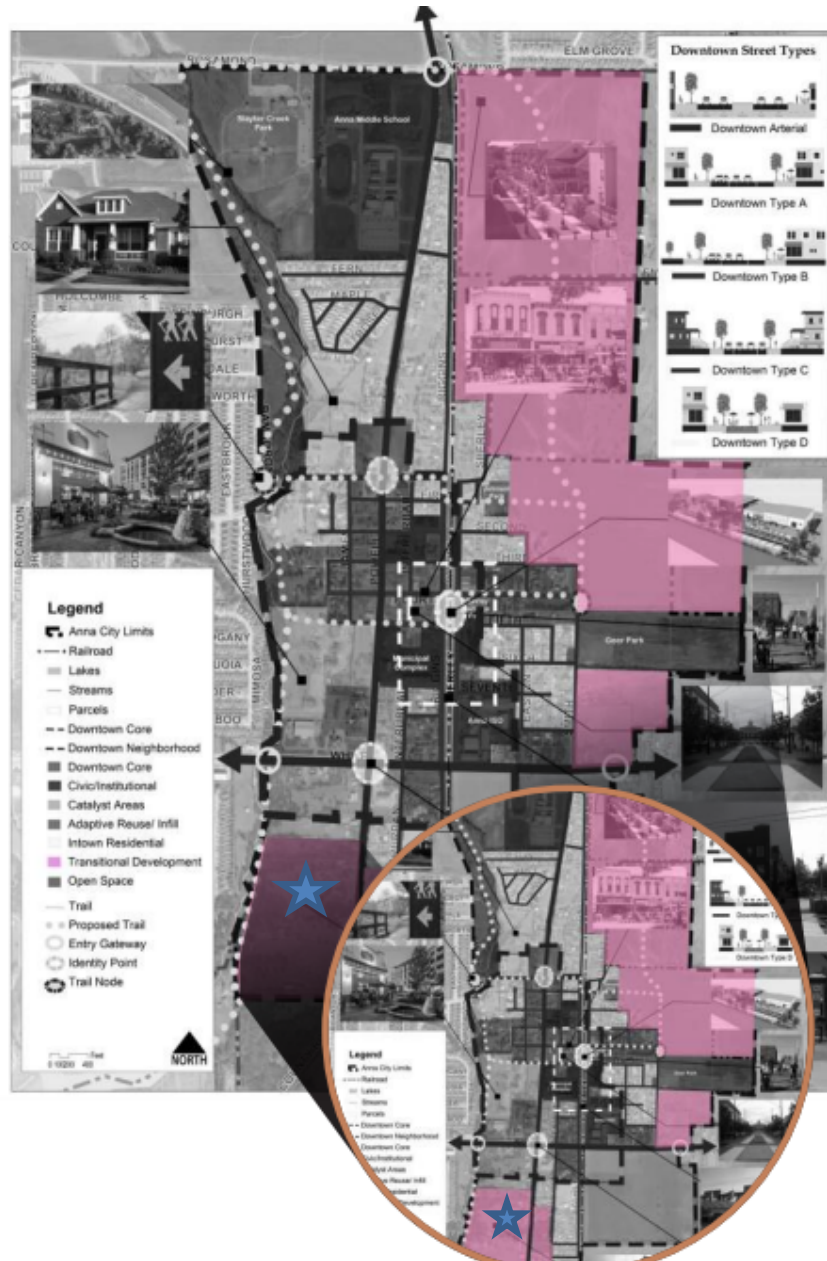
In the far northeast and southwest portions of the Downtown Neighborhood, there are large undeveloped parcels of land identified as Transitional Development areas. The term “transitional” refers to the vision that these areas may change over time from higher density residential products toward the Downtown 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.



Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
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 4.9± acres generally located the west side of S. Powell Parkway, 909± feet south of W. White Street.

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 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 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) (2)

APPROVALS:

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

Created/Initiated - 4/29/2022
Final Approval - 5/5/2022

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 10th day of May 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

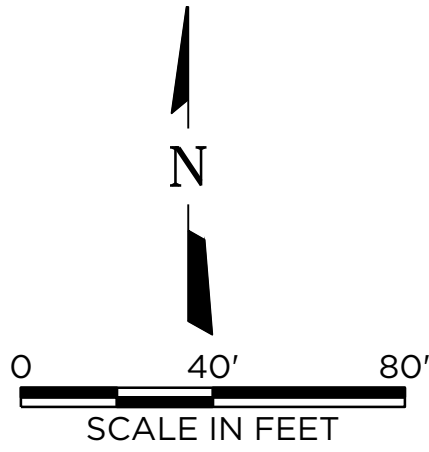
ZONING: C-2

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

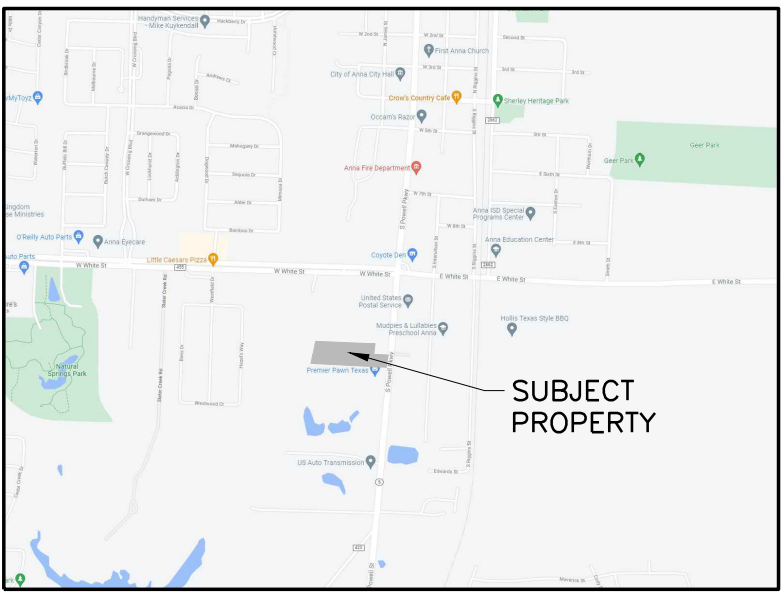


ARTEC INTEGRATED LLC
4100 SPRING VALLEY RD
SUITE 465
DALLAS, TEXAS 75244

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.m.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
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 is requesting to table and hold open the public hearing in order to refine the zoning request and work with city staff on language within the proposed Development Agreement that will accompany the zoning request.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the applicants request to table and hold open the Public Hearing item until the May 24, 2022 City Council meeting to be held at Anna High School Auditorium at 6:30 PM.

ATTACHMENTS:

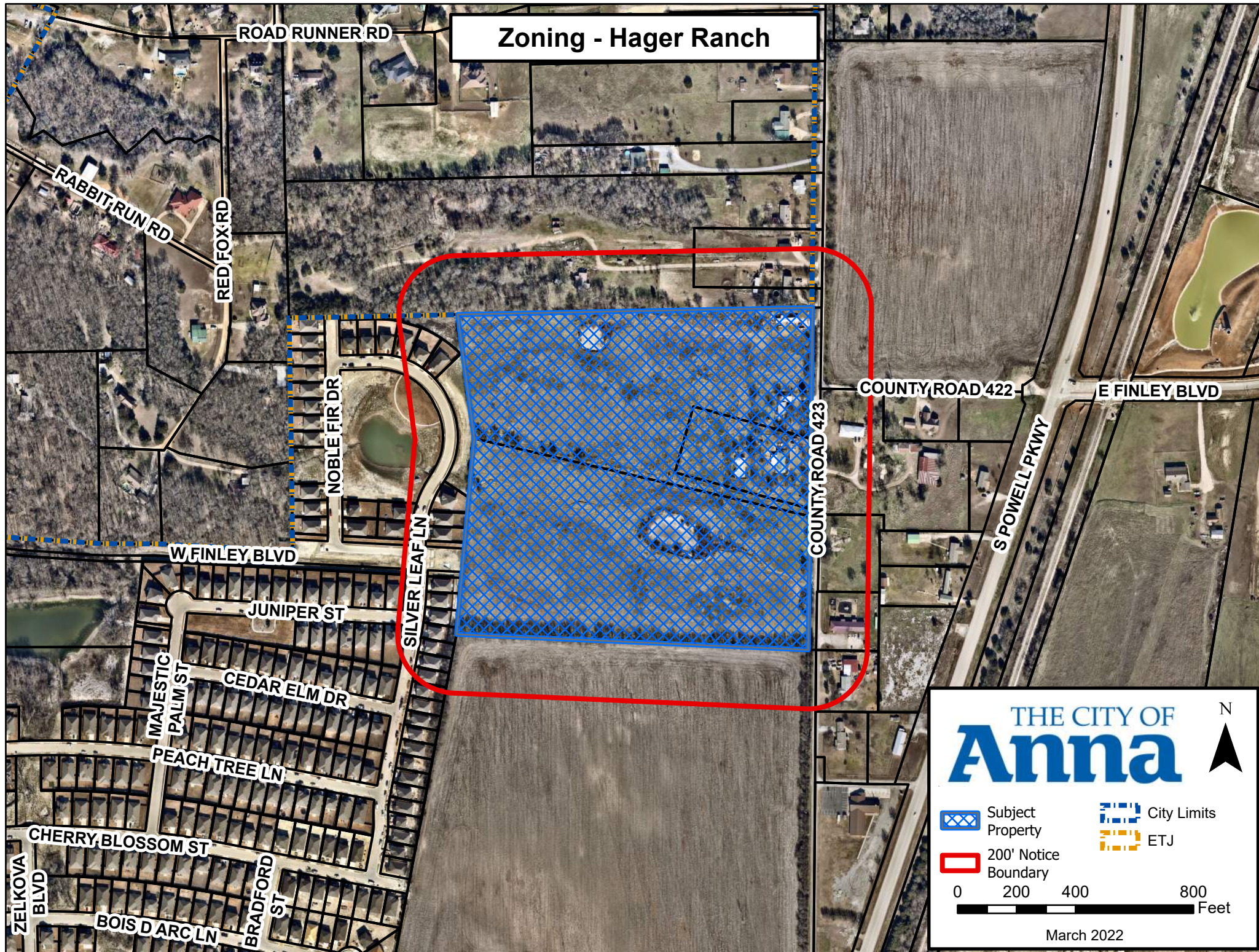
1. Hager Ranch Locator Map
2. Hager-Ranch-Tabling-Request-May24th

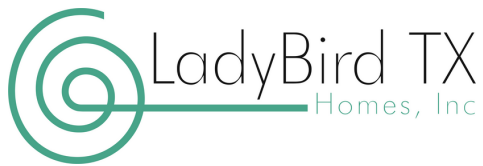
APPROVALS:

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

Created/Initiated - 5/3/2022
Final Approval - 5/5/2022

Zoning - Hager Ranch





May 06, 2022

Good Morning, Mr. Altobelli.

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. It appears as though we are very close to an agreement , however, we are requesting to table and leave the public hearing open for the Hager Ranch zoning petition and conceptual site plan scheduled for the May 24, 2022, city council agenda. We would like to work with council and city staff to continue to refine the request on Development Agreement conditions and we believe this additional time will afford us the opportunity to do so.

Please feel free to contact me if there are any questions or a need for additional information.

Regards,

A handwritten signature in black ink, appearing to read "G. Vamsi Gali".

Vamsi Gali

Senior Managing Partner

Ph: 972-914-1669

Cell: 614-787-8012

Email: vgali@ladybirdtxhomes.com



Item No. 8.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022
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 - 5/3/2022
Final Approval - 5/3/2022



Item No. 9.

City Council Agenda
Staff Report

Meeting Date: 5/10/2022

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 - 5/3/2022
Final Approval - 5/3/2022