

AGENDA

City Council Meeting



Tuesday, June 28, 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 June 28, 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. Recognition of April, May, and June We Notice! Property of the Month Designees. (Neighborhood Services Coordinator Olivia Demings)

- b. Recognition of Texas Association of Municipal Information Officers (TAMIO) Awards. (Communications Manager Frances LaRue)
- c. Recognition of Texas City Management Association Assistant of the Year Award in Memory of Valerie Bradley. (City Manager Jim Proce)
- d. EMS Provider License and Ambulance Operations Update (Fire Chief Ray Isom)

5. **Work Session.**

- a. Zoning Discussion - Hagar Ranch (Director of Development Services Ross Altobelli)
- b. Discussion - Future expansion of Anacapri and status of current development (Director of Development Services Ross Altobelli)

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 June 4, 2022, and June 14, 2022. (City Secretary Carrie Land)
- b. Review Minutes of the May 5, 2022, Joint Community Development Corporation Board and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham).
- c. Approve a Resolution to authorize the City Manager to execute a construction agreement with Bill's Fence Company, Inc. in the amount of \$113,857 for the installation of a black vinyl-coated chain link fence around the perimeter of Bryant Park. (Park Planning and Development Manager Dalan Walker)
- d. Approve a Resolution authorizing the City Manager to execute a Construction Agreement with Musco Sports Lighting, LLC, under Buy Board Contract 592-19, for the installation of athletic field lights for two baseball fields at Johnson Park. (Park Planning and Development Manager Dalan Walker)
- e. Approve an Ordinance amending the FY2021 - 2022 Budget to appropriate funding for Medic 3 Ambulance. (City Manager Jim Proce)
- f. Monthly Financial Report for the Month Ending May 31, 2022. (City Manager Jim Proce)

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on a Resolution regarding Anna Town Square Addition, Block A, Lot 2 Development Agreement. (Director of Development Services Ross Altobelli)
- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend standards for multiple-family residence development within portions of Subdistrict I & H of the existing Planned Development on one lot on 11.1± acres located on the west side of Finley Boulevard, 510± feet south of Florence Way. Zoned: Planned Development (Ord. No. 129-2004 & Ord. No. 627-2013). (Director of Development Services Ross Altobelli)
- c. Consider/Discuss/Action on a Resolution regarding Anna Town Square Addition, Block A, Lot 2 Concept Plan (Director of Development Services Ross Altobelli)
- d. Consider/Discuss/Action on adding an Optional Homestead Property Tax

Exemption. (City Manager Jim Proce)

- e. Consider/Discuss/Action on a Plan of Finance for the issuance of General Obligation Bonds, Series 2022, and Certificates of Obligation, Series 2022. (Finance Director Alan Guard)
- f. Consider/Discuss/Action adopting a Resolution directing publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation to provide funds for sewer projects; and resolving other matters relating to the subject. (Finance Director Alan Guard)
- g. Approve a Resolution in support of the installation of an outdoor Fitness Court at Slayter Creek Park and authorize the City Manager to apply for a \$50,000 grant sponsored by National Fitness Campaign.

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).
- 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).Development incentives
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Council

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 June 24, 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: 6/28/2022

Staff Contact:

AGENDA ITEM:

Recognition of April, May, and June We Notice! Property of the Month Designees.
(Neighborhood Services Coordinator Olivia Demings)

SUMMARY:

April - Fatoumatta Touray - This West Crossing home makes use of native Texas plants to complete a stylish flower bed. The whole family is involved in maintaining the manicured front lawn and we are pleased to recognize them as the April We Notice! Property of the Month.

May - Torres Family - This property stylishly arranges planted flowers to create a lovely garden-style front yard. This property owner definitely has a green thumb and we congratulate them on a job well done.

June - Cayetano Govea - June's We Notice! Property of the Month is located on 6th Street in the downtown area. This yard includes lovely landscaping, beautiful potted floral arrangements, and a fantastic back patio for entertaining.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. April Property of the Month
2. May Property of the Month
3. June Property of the Month

APPROVALS:

Olivia Demings, Events Coordinator
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022









Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Frances La Rue

AGENDA ITEM:

Recognition of Texas Association of Municipal Information Officers (TAMIO) Awards.
(Communications Manager Frances LaRue)

SUMMARY:

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Recognition of Texas City Management Association Assistant of the Year Award in Memory of Valerie Bradley. (City Manager Jim Proce)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022



Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Ray Isom

AGENDA ITEM:

EMS Provider License and Ambulance Operations Update (Fire Chief Ray Isom)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ray Isom, Fire Chief
Jim Proce, City Manager

Created/Initiated - 6/22/2022
Final Approval - 6/23/2022



Item No. 5.a.

City Council Agenda
Staff Report

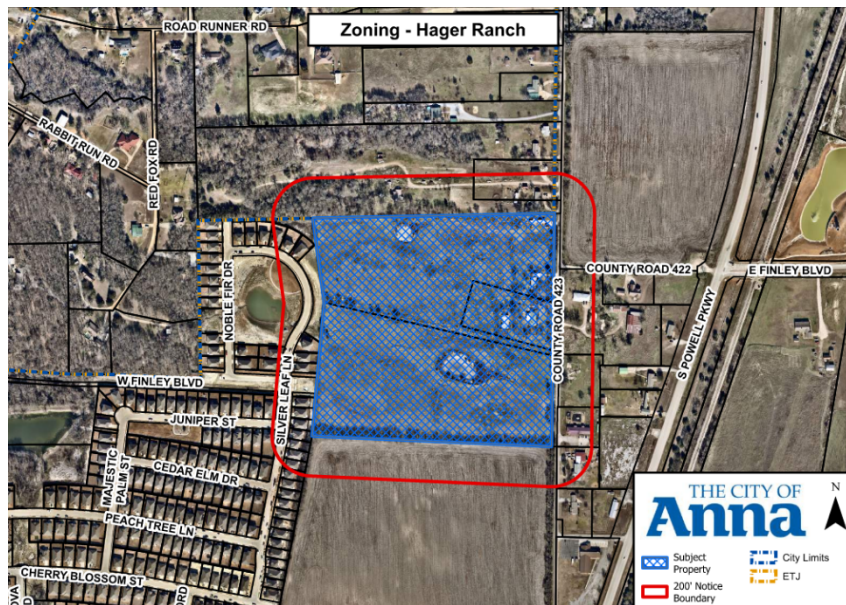
Meeting Date: 6/28/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning Discussion - Hagar Ranch (Director of Development Services Ross Altobelli)

SUMMARY:

Vamsi Gali, Lady Bird TX Homes, Inc., and her development team would like to discuss with City Council zoning and development options for tracts of land that were recently denied zoning for a multi-family and commercial 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:

City Council to provide direction.

ATTACHMENTS:

1. Hagar Ranch Development Overview (3)
2. Letter-to-Council-Hager Ranch

APPROVALS:

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

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022

Executive Summary

Hager Ranch located on a 30 acre planned development includes 4-story multi-family, 4-story parking garage, 2-story townhomes, 2-story clubhouse and a 1-story retail center.

This upscale development uses only class A construction and high performance energy efficient buildings.

We value our inhabitants health and quality of life.

- TWO STORY TOWNHOMES
- FOUR STORY APARTMENTS
- FOUR STORY PARKING GARAGE
- TWO STORY CLUBHOUSE
+/- 12,000 SF
- ONE STORY RETAIL CENTER
+/- 5,000 SF



COUNTY ROAD 423



TOWNHOMES
(similar to)



APARTMENTS
(similar to)



Image: Woodmark Residential

SIMILAR TO

SIMILAR TO



SIMILAR TO



What *Makes Our Properties Special:*



Performance Construction

- Energy Star Indoor Air Plus certified
- Energy Star Rated
- Net Zero Ready Certified
- NAHB Green Certified
- Energy efficient - 70% better than code
- No VOC, fire retardant, anti-mold and fungus
- Environmentally friendly
- Superior indoor air quality

Class A

Project Amenities & Finishes

Unit Amenities

- Energy efficient building
- Interior walls SIP panel
- Energy Star windows
- Large spacious units
- Balconies for each unit
- Patios
- Full size washer and dryers in each unit
- Granite Countertops in kitchen and bath
- Upgraded stainless steel energy efficient appliances.
- 9 ft ceilings
- Luxury Vinyl Plank Flooring
- Luxury Grade Carpeting
- Large closets

- Wood trim
- Infloor Radiant Heat, Zoned Heating and Cooling, Air Source Heat Pump Cooling
- LED ceiling Lights, LED Vanity Lights
- Premium Cabinets, Slow Close Doors/Drawers Low VOCs
- Watersense Toilets and Faucets

Common Area Amenities

- Clubhouse
- Fitness
- Greenspace

Community Amenities

- Area shopping
- Close to eating establishments

Economic Impact of 685 New Apartment Homes.

Economic Impact

The combined contribution of apartment construction, renovation and repair, operations and resident spending to the metro economy.

Construction	\$244,244,186
Renovation & Repair	\$2,290,466
Operation Expenditures	\$5,831,252
Resident Spending	\$116,697,145

Total Economic Impact	\$369,063,049
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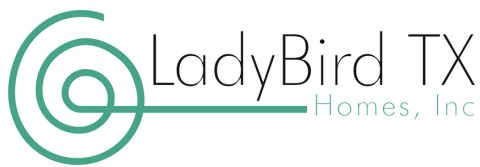
Impact from Tax Revenue

Operation Expenditures	\$1,931,404
Resident Spending	\$13,607,670
Total Impact from Tax Revenue	\$15,539,074

Employment Impact

The total number of jobs supported by apartment construction, operations, and resident spending within the metro economy.

Construction	1,224
Renovation & Repair	11
Operations	11
Resident Spending	622
Total Jobs Supported	1,868



City Council of Anna Texas

Re: Hager Ranch Planned Development - 685 Unit Multifamily, Townhome, and Commercial

Why is Anna the place for this project?

Tax Impact - 344% increase

- This 30A parcel as is or if a campus will not generate any comparable income for the City. The County currently collects - \$2900.00.
- Our project projects to generate taxes around \$1M+ with a project valuation - \$100M+.

Economic Impact

- Combined - \$369M from construction, operational and resident spending
- No of jobs - 1868
- Impact from tax revenue \$15M includes residential generated.

* National Multifamily Housing Council and the National Apartment Association

Future Land Use

- The future land use is for a professional campus. We checked and Anna ISD is not considering an educational campus and Collin College has chosen other land.

Expediting City 2050 Comp Plan for Needed Road Construction

- Our development includes the on and offsite Findley Road extension which expedites the City's 2050 Comp Plan. As local developers we are not focused just on us but we consider the needs of the City.

Area Surrounding and Including Pecan Grove Is Stuck

- Our project will open up and expedite the access issue of the area allowing Pecan Grove and future developments to access Hwy 5. Our development's traffic is not expected to congest Pecan Grove as there is no need to access through the community as there is no commercial or other amenities.

Quality for Inhabitants Health and Welfare

- Class A construction
- Energy efficient
- Sustainably built
- Built to hold

Local Development Group

- We are a local development group that is passionate to be part of Anna's growth and this is why we haven't given up on this.



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Discussion - Future expansion of Anacapri and status of current development (Director of Development Services Ross Altobelli)

SUMMARY:

Megatel Homes would like to provide the City Council with a construction update on the current Anacapri development and discuss expanding the existing Anacapri zoning further north.

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:

City Council to provide direction.

ATTACHMENTS:

1. AnaCapri North - Anna City Council Work Session Memo
2. AnaCapri North - Anna City Council

APPROVALS:

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

Created/Initiated - 6/23/2022
Approved - 6/23/2022
Final Approval - 6/23/2022

June 22, 2022

City of Anna

Planning & Development Department
111 N Powell Parkway
P.O. Box 776
Anna, TX 75409-0776

RE: AnaCapri North

Dear Mr. Altobelli,

It is my pleasure to share that we are in the early stages of designing the next phase of the AnaCapri developments on behalf of Megatel Homes, LLC. This memo serves to accompany a presentation and a series of exhibits to be discussed during the upcoming City Council Work Session on June 28th, 2022. It is our intent to create a community that thoroughly embodies the core values of the City of Anna. A development that, much like previous phases, can set an example of what Anna is in search of as it looks to the future.

Currently, Phases 1A, 1B, and 1C are currently under construction, with Phase II plans seeking final approvals in the coming months. Additionally, Phase III plans will be submitted sometime soon (6-8 months). The lot total for these phases amounts to 1,239 new residences for the City of Anna, with an average selling point near \$400,000.

In working with Megatel it is evident that they take pride in delivering a wide array of amenities when developing these communities. Whether it is the white sand beaches and clear blue water of the lagoon, or an abundance of open space and activity centers, there is something for everyone to enjoy. These beautifully landscaped properties have manicured and functional spaces dedicated to fitness, wellness, and relaxation. And, with nearly 20 available home plans, there is no shortage of options for the future residents of AnaCapri.

The goals for this project are perfectly reflected in the Ana2050 Vision Statement. We are focused on creating an innovative, diverse, and vibrant community that pays homage to the hometown character that Anna prides itself on. This development will help to further establish the financial security of the city and provide abundant amenities for the community.

Sincerely,

MCADAMS



Mitchell Corona, CNU-A
Designer II, Planning + Entitlement



ANACAPRI NORTH

AnaCapri Submittals and Approvals to Date

- **Under Construction**
 - Phase 1 (458 residential lots)
- **Preliminary Plats Approved**
 - Phases 2, 3, and 4 (777 residential lots)
- **Additional Submittals**
 - Phase 2 Final Plat (248 residential lots)
 - Multi-Family Preliminary Plat
 - Laguna Preliminary Plat
 - Fergusson Parkway and Laguna Drive in review



AnaCapri Phasing Schedule & Exhibit

Summer 2022

- Phase 1A, 1B, 1C under construction
- Phase 2 in process of approval

Winter 2022/2023

- Phase 2 near construction start
- Phase 3 in process of approval

2023 and Beyond

- Phase 3 near construction start
- Over 1,200 new homes completed
- Construction of Anacapri North



AnaCapri By The Numbers

\$800M

Project Value

1,239

Single-Family Lots

15 Acre

Entertainment District

2.3 Acre

Lagoon Amenity

600

Multifamily Units

30,000 SF

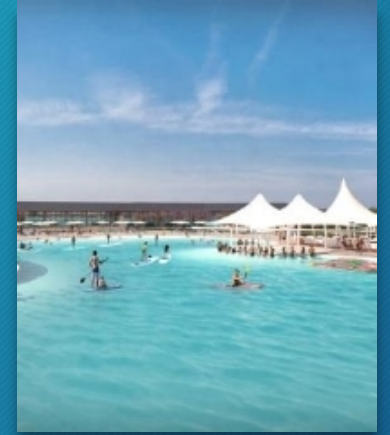
Commercial
Entertainment Building



AnaCapri Proposed New Phase

AnaCapri North

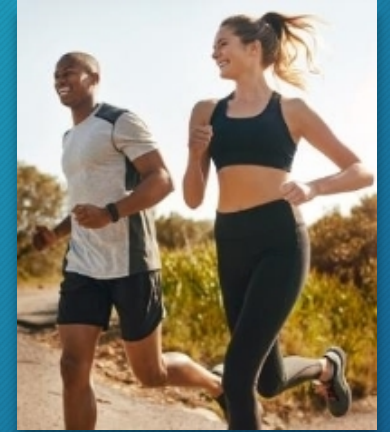
- Approximately 115-acre site
- Along Fergusson Road Extension and County Road 373
- Single Family Residential (40' and 50' lots)
- Abundant Open Space and Large Amenity Center
- Trails connecting to other phases of AnaCapri and Lagoon/Entertainment District



AnaCapri Proposed New Phase

AnaCapri North

- 19.61 Acres of Open Space
- 17,657 Linear Feet (3.34 Miles) of Trails
 - Connecting trails throughout different phases of project
- HOA Amenity Center with Pool with Restrooms and landscaping.



AnaCapri Floorplans

19 Plans Offered

3 Series Levels
Diamond | Platinum | Premier

Starting in the \$400s



3 - 4
Beds



2 - 3.5
Baths



2 - 3
Car Garages



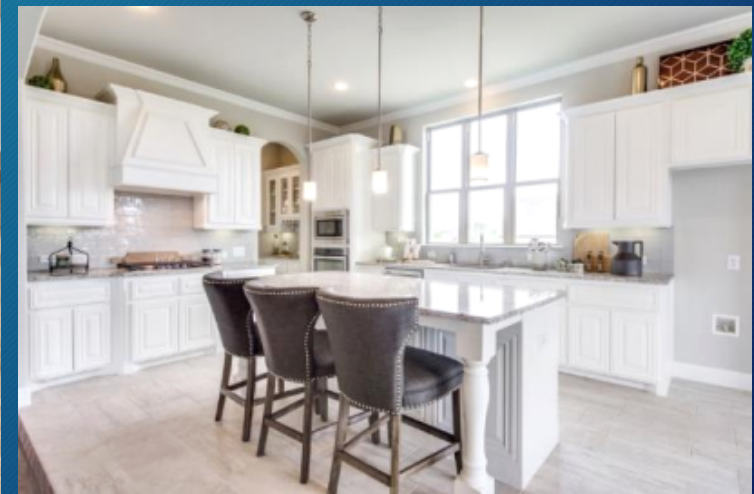
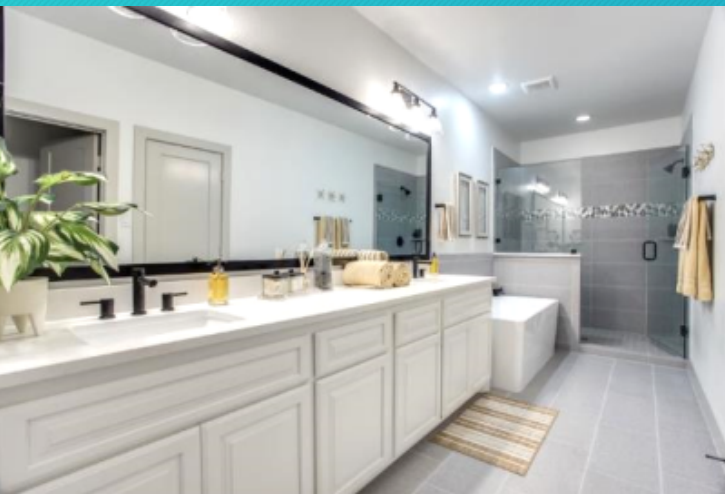
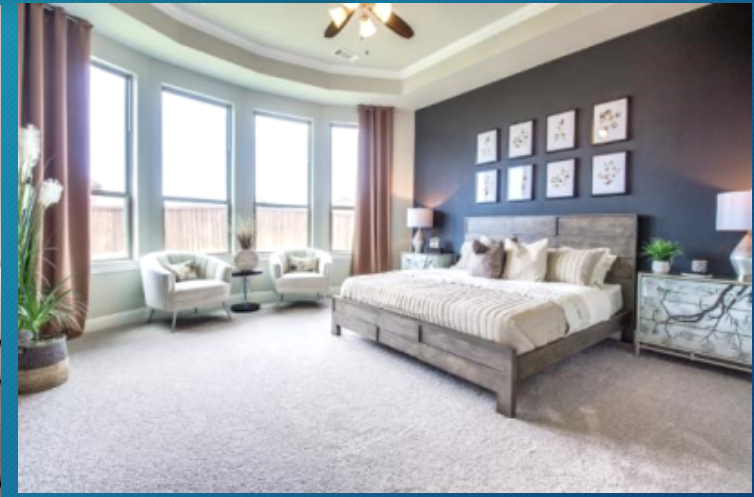
1777 - 3460
Square Feet



AnaCapri Exteriors



AnaCapri Interiors



AnaCapri Amenities



Questions



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for June 4, 2022, and June 14, 2022. (City Secretary Carrie Land)

SUMMARY:

Approve City Council Meeting Minutes for June 4, 2022 and June 14, 2022.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin2022-06-04 DRAFT
2. CCmin2022-06-14 DRAFT

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 6/22/2022
Final Approval - 6/23/2022

**Regular City Council Meeting
Meeting Minutes**



Saturday, June 4, 2022 @ 9:00 AM

Anna ISD - Anna Education Center Cafeteria

The City Council of the City of Anna met at 9:00 AM, on June 4, 2022, at the Anna ISD - Anna Education Center Cafeteria located at 601 S. Sherley Ave., to discuss the following items.

Mayor's Welcome

City Secretary's Office

City Manager's Office

City Attorney's Office

Board Breakout

Adjourn

APPROVED 28th day of June 2022.

Mayor Nate Pike

Attested

City Secretary Carrie L. Land

**Regular City Council Meeting
Meeting Minutes**



Tuesday, June 14, 2022 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on June 14, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

Mayor Pro Tem Miller called the meeting to order at 6:30 PM.

Mayor Pike was absent.

2. Invocation and Pledge of Allegiance.

Council Member Carver led the Invocation and Mayor Pro Tem Miller led the Pledge of Allegiance.

3. Neighbor Comments.

Elden Baker provided City Council with an update on the locomotive.

Stephanie Dingle spoke with regard to Anna Town Square and safety concerns at Leonard Avenue and Sharp Street.

Kay Hickey spoke with regard to trash in Anna Town Square creek and promises made by the builders at the time of purchase.

4. Reports.

- a. Planning and Development Regulations - Diagnostic Report (Director of Development Services Ross Altobelli)

Director of Development Services Altobelli reported on the initial phase of the Planning and Development Regulations update process and summarized feedback from the City Council, Planning and Zoning Commission, City staff, several City board members, and the public; provided an analysis of Anna's current Planning and Development Regulations; and put forth suggested options to consider from subsequent phases of the Planning and Development Regulations update.

b. EMS Provider License Update (Fire Chief Ray Isom)

Assistant Fire Chief Dan Wood introduced Anna's newest Firefighter/EMT Nick Moser-Hooten.

Fire Chief Isom provided an overview of the EMS Provider License, noting that Phase One of the licensing - through the Texas Department of State Health Services - was completed June 3, 2022. Phase two - the on-site inspection - occurred on June 10, 2022.

c. Lee Lewis update on the Anna Municipal Complex construction. (Director of Public Works Greg Peters, P.E.)

Lee Lewis Construction representatives Anthony Lewis and Justin Hall provided City Council with a project update.

5. **Work Session.**

a. Discuss street naming policies and procedures. (Director of Public Works Greg Peters, P.E.)

Director of Public Works Peters led the discussion of policies and procedures related to naming streets in the City of Anna.

He discussed the following reasons City Council may want to consider a policy:

- ☐ Staff has identified potential street names that City Council may want to reconsider renaming to avoid traffic confusion;
- ☐ A process needs to be established to identify honorarium namings, e.g., in honor of former Mayors and/or City Council members;
- ☐ Thoroughfare namings in new developments;
- ☐ Immediate needs as identified by staff analysis and findings; and
- ☐ Any additional related items for street naming discussion.

b. FY2023 Preliminary Budget Update/Strategies

City Manager Proce discussed some of the more recent updates and strategies to be employed in the preparation of the FY2023 Budget.

6. **Consent Items.**

MOTION: Council Member Toten moved to approve Consent Items 6.a. through 6.n. Council Member Atchley seconded. Motion carried 6-0.

a. Approve City Council Meeting Minutes from May 24, 2022. (City Secretary Carrie L. Land)

b. Review Minutes of the May 2, 2022, Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)

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

Two single-family residences and four accessory buildings on one lot on 5.0± acres located on the east side of County Road 500, 170± feet north of County Road 832. Located within the Extraterritorial Jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING FRANKLIN ESTATES, BLOCK A, LOT 1, DEVELOPMENT PLAT.

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

Three lots on 5.0± acres located on the east side of Westover Lane, 1,140± feet south of Farm-to-Market Road 2862. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of the Replat is to subdivide one lot into three lots, dedicate lot and block boundaries, easements, and right-of-way necessary for future development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EVANS WESTOVER ADDITION, BLOCK A, LOTS 1, 2, & 3, REPLAT.

- e. Approve a Resolution regarding the Three Creeks Ranch Estates, Block 1, Lots 3R & 4R, Replat. (Director of Development Services Ross Altobelli)

Two lots on 12.2± acres located on the west side of County Road 206 (Chambersville Road), 580± feet south of County Road 971. Zoned: Extraterritorial Jurisdiction (ETJ).

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THREE CREEKS RANCH ESTATES, BLOCK 1, LOTS 3R & 4R, REPLAT.

- f. Approve a Resolution regarding the Via Addition, Block A, Lots 1 & 2, Minor Plat. (Director of Development Services Ross Altobelli)

Two lots on 50.4± acres located on the east side of County Road 209 (Bourland Bend), 1,630± feet north of Chambersville Road. Zoned: Extraterritorial Jurisdiction (ETJ).

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

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

- g. Approve a Resolution regarding the Anna Retail Addition, Block A, Lot 4R, Replat. (Director of Development Services Ross Altobelli)

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

The purpose of the Replat is to dedicate easements necessary for the construction of the pharmacy development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RETAIL ADDITION, BLOCK A, LOT 4R, REPLAT.

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

Self-storage facility on Lot 3 and vacant lot on 4.0± acres located at the northeast corner of W. White Street and S. Ferguson Parkway. Zoned: Planned Development (Ord. No. 964-2022, Ord. No. 709-2015, & Ord. No. 179-2005).

The purpose of the Replat is to dedicate lot and block boundaries and easements necessary for the construction of the self-storage facility and to subdivide the property.

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

- i. Approve a Resolution regarding the Avery Pointe Commercial, Block A, Lot 3, Site Plan. (Director of Development Services Ross Altobelli)

Self-storage facility on one lot on 4.0± acres located on the east side of S. Ferguson Parkway, 375± feet north of W. White Street. Zoned: Planned Development (Ord. No. 964-2022, Ord. No. 709-2015, & Ord. No. 179-2005).

The purpose of the Site Plan is to show the proposed self-storage facility development site improvements.

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

- j. Approve a Resolution regarding the Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5, Preliminary Plat. (Director of Development Services Ross Altobelli)

Commercial lot, private community center lot, and two multiple-family residences lots on 50.0± acres located at the northeast corner of Rollins Road and Ferguson Parkway. Zoned: Planned Development (Ord. No. 887-2020).

The purpose of the Preliminary Plat is to propose right-of-way dedication, lot and block boundaries, and easements necessary for the future construction of the private community center improvements on Lot 3.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANACAPRI LAGUNA, PHASE 1, BLOCK A, LOTS 1, 2, 3, 4, & 5, PRELIMINARY PLAT.

- k. Approve a Resolution regarding the Anna 455 Addition, Block A, Lots 5 & 6, Preliminary Plat. (Director of Development Services Ross Altobelli)

Automobile repair, minor on Lot 6 and vacant lot on 3.0± acres located on the north side of W. White Street, 435± feet west of S. Ferguson Parkway. Zoned: Planned Development (Ord. No. 709-2015 & Ord. No. 179-2005).

The purpose of the Preliminary Plat is to propose lot and block boundaries, and easements necessary for the future minor automobile repair development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA 455 ADDITION, BLOCK A, LOTS 5 & 6, PRELIMINARY PLAT.

- l. Approve a Resolution regarding the DHI-Anna, Block A, Lots 1-3, Preliminary Plat. (Director of Development Services Ross Altobelli)

Multiple-family residence on Lot 1 and two vacant lots on 39.7± acres located at the northeast corner of future Throckmorton Boulevard and future Rosamond Parkway. Zoned: Planned Development (Ord. No. 881-2020).

The purpose of the Preliminary Plat is to propose right-of-way dedication, lot and block boundaries, and easements necessary for the future construction of the multiple-family residence development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DHI-ANNA, BLOCK A, LOTS 1-3, PRELIMINARY PLAT.

- m. Acting as the Anna Public Facility Corporation Board of Directors, approve a "Rider" to that certain Memorandum of Understanding (MOU) with JPI Village Waters Creek Development, LLC, approved on January 25, 2022. (Director of Economic Development Joey Grisham)

On January 25, 2022, the Anna PFC Board of Directors approved a Memorandum of Understanding (MOU) with JPI Village Waters Creek Development, LLC for the Villages of Water Creek Multifamily Development. The following is a "Rider" to that agreement which is simply adding and clarifying some of the language in the MOU.

- n. Approve Acting City Manager Assignment Designation. (City Manager Jim Proce)

As stated in the Charter, from time to time the City Manager may remove and/or appoint another Acting City Manager and would notify City Council in writing, should this be necessary. Pursuant to this requirement, during the absence of the City Manager, the City Manager is designating as the primary "Acting City Manager" the current Assistant City Manager Ryan Henderson. In the event of Ryan's concurrent absence, the City Manager would designate Taylor Lough as secondary option.

7. Items For Individual Consideration.

- a. Approve a Resolution regarding the Anna Retail Addition, Block A, Lots 1R, 3R, 6, 7, 8, 9 & Block B, Lot 1, Replat. (Director of Development Services Ross Altobelli)

Retail and restaurant on Lot 1R and six vacant lots on 26.0± acres located on the east and west sides of Throckmorton Boulevard, 370± feet south of W. White Street (FM 455). Zoned: Planned Development - Multiple-Family Residential - High Density and C2 General Commercial.

The purpose of the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for subdividing the property.

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.

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 request is not detrimental to public health, safety, or welfare and does not prevent orderly subdivision of the surrounding properties. The property owner is proposing a 50-foot access easement that will connect future Throckmorton Boulevard to the existing access easement, acting as a private street.

(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;

☐ This large tract of land has a unique shape due to the surrounding properties being platted prior to a regional or master plan. Creating Lot 9 as a separate lot, is in conformance with Sec. 9.02.087 (Lots) by not creating an irregular, severely elongated lot.

(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;

☐ This large tract of land has a unique shape due to the surrounding properties being platted prior to a regional or master plan. The access easement acts as a private street. If the access easement were required to be an improved street, the City would be required to own and maintain the road.

(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.

Due to the multiple access easements through Lot 9, staff is amenable to the variance request. Upon approval of the waiver, the 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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RETAIL ADDITION, BLOCK A, LOTS 1R, 3R, 6, 7, 8, 9 AND BLOCK B, LOT 1, FINAL PLAT

MOTION: Council Member Carver moved to approve. Council Member Toten seconded. Motion carried 6-0.

- b. Consider/Discuss/Action on filling vacancies on boards and commissions. (City Secretary Carrie Land)

Mayor Pro Tem Miller moved on to Item 7.c. and City Council returned and took action after Closed Session.

There are two vacancies to fill:

Planning and Zoning Commission - Place 1
Board of Adjustments - Place 2A

MOTION: Council Member Miller moved to appoint Staci Martin to the Planning and Zoning Commission Place 1. Council Member Atchley seconded. Motion carried 6-0.

MOTION: Mayor Pro Tem Miller moved to appoint Elden Baker to the Board of Adjustments Place 2A. Council Member Atchley seconded. Motion carried 6-0.

- c. Discuss/Consider/Act on a Resolution authorizing the City Manager to execute a Professional Services Agreement with Gessner Engineering for land surveying and civil engineering for the Anna Community Library and for paving improvements on 5th Street, 7th Street, and Riggins Road adjacent to the Municipal Campus. (Director of Public Works Greg Peters, P.E.)

The City is moving forward with the design of the Anna Community Library. The land surveying and site engineering components of the design will need to be completed by a civil engineering firm. In addition, the City has a Capital Improvement Plan project identified to improve 5th Street, 7th Street, and Riggins Street. These road improvements will be critical to providing the access and parking required for the new library and for the surrounding properties which are anticipated to re-develop in the future.

Through the City's multidisciplinary RFQ process, Gessner Engineering was preselected in the site civil engineering category. They also have significant experience in the design of roads surrounding campus facilities, which is a good match for the improvements required on 5th Street, 7th Street, and Riggins Street.

DART approval will be required for all proposed improvements to the Riggins Street Right-of-way. The cost and funding for the scope included \$49,200 from 2021 Bond Funds for the Library site engineering, and \$119,310 for the roadway improvements. Staff reviewed the scope and cost and found Gessner to be highly qualified to complete the work identified.

Staff recommends approval of the item.

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 GESSNER ENGINEERING FOR CIVIL ENGINEERING SERVICES RELATED TO THE ANNA COMMUNITY LIBRARY AND SURROUNDING STREET IMPROVEMENTS, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Toten moved to approve. Council Member Ussery seconded. Motion carried 6-0.

- d. Consider/Discussion/Action on a Resolution authorizing the Anna Public Facility Corporation to issue bonds not to exceed \$33,000,000 for the Palladium East Foster Crossing project. (Director of Economic Development Joey Grisham)

Since the Anna PFC is issuing private activity bonds not to exceed \$33 million for the Palladium East Foster Crossing project, the Public Facility Corporation Act requires approval of the governing body. These bonds are not backed by the City's full faith and credit.

A RESOLUTION BY THE CITY OF ANNA, TEXAS APPROVING AN
INDENTURE AND RESOLUTION OF ANNA PUBLIC FACILITY
CORPORATION WITH RESPECT TO THE ISSUANCE OF A BOND

MOTION: Council Member Carver moved to approve. Mayor Pro Tem Miller seconded. Motion carried 6-0.

- e. Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discussion Action on: (a) Resolution authorizing the issuance of bonds not to exceed \$33,000,000 (b) resolutions approving substantially final partnership documents for the Palladium East Foster Crossing financing, general partnership, and ground lease; and (c) Memorandum of Understanding (MOU) with Palladium USA International, Inc. (Director of Economic Development Joey Grisham)

Palladium is developing a 239-unit multifamily project located just north of the Anna Business Park on E. Foster Crossing Rd. and is being financed by private activity bonds issued by the Anna PFC not to exceed \$33 Million and 4% Housing Tax Credits. Zoning was approved back in September 2021. The Anna PFC will serve as the General Partner on the project. The documents being approved include a bond resolution, Memorandum of Understanding (MOU) and resolutions approving substantially the final partnership agreements.

FINANCIAL IMPACT: The Anna PFC will receive \$958,634 in Year 1 and 25% of the developer cash flow over the following 14 years estimated at \$2.2 Million.

MOTION: Council Member Carver moved to approve. Council Member Ussery seconded. Motion carried 6-0.

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). Fire/Emergency Services. Public Facilities.
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087). Pending Commercial Incentives.

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

MOTION: Council Member Cain moved to enter Closed Session.
Council Member Atchley seconded. Motion carried 6-0.

Mayor Pro Tem Miller recessed the meeting at 8:21 PM.

Mayor Pro Tem Miller reconvened the meeting at 9:35 PM.

Mayor Pro Tem returned to Agenda Item 7.b. for action.

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.

No action taken.

10. **Adjourn.**

Mayor Pro Tem Miller adjourned the meeting at 9:38 PM.

Approved on June 28, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022

Staff Contact:

AGENDA ITEM:

Review Minutes of the May 5, 2022, Joint Community Development Corporation Board and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham).

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. May 5 2022 CDC EDC Joint Meeting Minutes FINAL_Signed

APPROVALS:

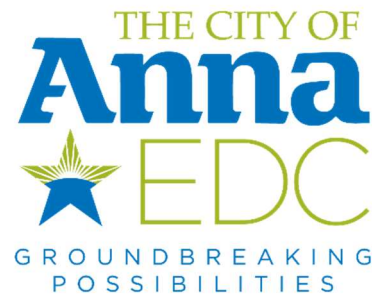
Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 6/23/2022
Jim Proce, City Manager	Final Approval - 6/23/2022

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, May 5, 2022, at 6:00 pm

City of Anna Fire Station EOC Conference Room

305 S. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, May 5, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

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

CDC and EDC Board Members Present: Bruce Norwood, Michelle Hawkins, Rocio Gonzalez, Kylee Kelley, and Shane Williams **CDC and EDC Board Members Absent:** None. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Kevin Johnson (IT Director), and Lee Miller (Mayor Pro Tem).

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

The meeting was called to order by Board President Bruce Norwood at 6:07 p.m.

2. Invocation and Pledge of Allegiance.

Invocation and Pledge of Allegiance were led by Bruce Norwood.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the April 7, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the April 7, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

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

5. Individual Consideration

6. Director's Report

a. ICSC ReCON Preview

Joey Grisham, Bruce Norwood, Shane Williams, and Lee Miller will be leaving for Las Vegas May 21st through May 24th. While some companies are not letting people travel, over 20,000 people are expected to attend the show. Navi Retail is setting up several meetings with prospective retailers, restaurants, grocers, and others.

b. Strategic Plan Updates

The Anna EDC sponsored the Dallas Business Journal's Best Real Estate Awards. Over 350 people were in attendance and meetings were set up after the event. An ad was also included in the latest issue on the awards. Joey Grisham spoke at an Industrial Summit last week in Dallas with the cities of Lancaster and Wilmer. Joey Grisham also spoke at the Neighborhood Services' senior luncheon. Last week Red Productions shot for the community video. Kimberly Garduno has kicked off a business retention and expansion program with a survey.

c. Downtown Update

Today staff had an internal meeting with several departments. Drainage study has kicked off. Staff is working with DART on an agreement to use their right of way and looking at a grant to update 4th Street. On Monday, the Collin County Commissioners Court voted to participate in TIRZ No. 6.

d. Business Park Update

The property closed last Friday. We expect Holt Cat will come in with a concept plan later this summer. We are planning a joint meeting between the Board and City Council for use of the Business Park proceeds. The adjoining property owner has had multiple offers for his property and may rezone for more industrial along the Collin County Outer Loop.

e. Chamber Golf Tournament

Monday, June 6th the Greater Anna Chamber of Commerce is holding its annual tournament at The Bridges Course in Gunter. The sponsorship requested by the Chamber is for two teams for \$2,500 with no refund or make up date. Bruce Norwood asked if we would have a table, which we will ask for if we sponsor. Shane Williams asked what the other levels were: \$1,500 for one team, \$800, tee sponsor is \$300 and hole sponsor is \$200. Feedback was favorable for participating.

f. Joint Meeting with City Council

We are planning a joint meeting between the Board and City Council for use of the Business Park proceeds that we expect this summer.

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

7. CLOSED SESSION (exceptions):

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

Rocio Gonzalez made a motion to enter closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:39 p.m.

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

Kylee Kelley made a motion to reconvene into open session. Shane Williams seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 6:54 p.m.

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

Joey Grisham stated that the Parmore Anna Senior Living Groundbreaking to be held on Tuesday, May 11th at 1:00 p.m may be canceled.

Board and Commissions Orientation on Saturday, May 21st.

10. Adjourn.

Rocio Gonzalez made a motion to adjourn the meeting at 6:56 p.m. Bruce Norwood seconded the motion. All were in favor. Motion passed.

APPROVED:

Bruce Norwood Jun 21, 2022

Bruce Norwood
President of CDC/EDC

ATTESTED:

Rocio Gonzalez Jun 21, 2022

Rocio Gonzalez
Secretary of CDC/EDC

Signature: 
Bruce Norwood (Jun 21, 2022 12:11 CDT)

Email: brucen@kw.com

Signature: 
Email: rociogonzalez@yahoo.com

May 5 2022 CDC EDC Joint Meeting Minutes Draft

Final Audit Report

2022-06-21

Created:	2022-06-21
By:	Kimberly Garduno (kgarduno@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS_NGDTgwIAv9NhWM11ZoLCeZiR9qHSKH

"May 5 2022 CDC EDC Joint Meeting Minutes Draft" History

 Document created by Kimberly Garduno (kgarduno@annatexas.gov)

2022-06-21 - 3:12:24 PM GMT

 Document emailed to Bruce Norwood (brucen@kw.com) for signature

2022-06-21 - 3:14:10 PM GMT

 Email viewed by Bruce Norwood (brucen@kw.com)

2022-06-21 - 3:57:16 PM GMT

 Document e-signed by Bruce Norwood (brucen@kw.com)

Signature Date: 2022-06-21 - 5:11:52 PM GMT - Time Source: server

 Document emailed to rociocgonzalez@yahoo.com for signature

2022-06-21 - 5:11:54 PM GMT

 Email viewed by rociocgonzalez@yahoo.com

2022-06-21 - 5:13:14 PM GMT

 Document e-signed by Rocio Gonzalez (rociocgonzalez@yahoo.com)

Signature Date: 2022-06-21 - 5:13:49 PM GMT - Time Source: server

 Agreement completed.

2022-06-21 - 5:13:49 PM GMT



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Dalan Walker

AGENDA ITEM:

Approve a Resolution to authorize the City Manager to execute a construction agreement with Bill's Fence Company, Inc. in the amount of \$113,857 for the installation of a black vinyl-coated chain link fence around the perimeter of Bryant Park. (Park Planning and Development Manager Dalan Walker)

SUMMARY:

The Construction Agreement with Bill's Fence Company, Inc. will provide a perimeter fence around Bryant Park. The fence will be a 6' tall, black vinyl-coated chain link fence with two pedestrian gates and two maintenance gates. The total cost of installation is \$113,857.

FINANCIAL IMPACT:

The cost of the project is \$113,857, funded by the Park Development Fund. Maintenance costs will be minimal.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the construction agreement with Bill's Fence Company, Inc.

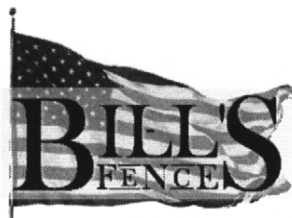
ATTACHMENTS:

1. Bill's Fence Quote Page 1
2. Bill's Fence Quote Page 2
3. New Bryant Park Soccer Field Layout NTS
4. Bryant Park Fence - Bill's Fence Company - Construction Agreement
5. Resolution for Construction Agreement with Bill's Fence Company - Bryant Park

APPROVALS:

Dalan Walker, Parks
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Approved - 6/23/2022
Final Approval - 6/23/2022



1511 South Texas Ave. #227, College Station, Tx. 77840

P (979) 393-3280 • C 469-263-3329

www.billsfenceco.com • victor@billsfence.net

Arkansas Contractors License #0171530420

TIPS TAPS Vendor #200201

PROPOSAL

To: City of Anna, Tx

05/18/2022

Ref: Joe K Bryant elem fence

SCOPE OF WORK

Description

Furnish and install appx 1,880 lf of 6' black coated chainlink fence.

2-12' double swing gates.

2-4' pedestrian gates.

Chainlink fence wire to have 9 ga core wire, 8 ga finish, fused bonded black.

Chainlink fence to have 2-3/8" od ss40 black coated posts 10' oc. Per plans

Chainlink fence to have top, middle, and bottom rails of 1-5/8" od ss40 black coated per plans.

Total installed price \$113,857.00

Per plans and specs with exceptions

No demo

No digging thru asphalt or concrete

No clearing or grading

no sales tax

no concrete beams, slabs or mowstrips

no grounding

no coring or sleeves

no panic hdwe

This proposal includes up to 2 mobilizations. Any additional mobilizations will be charged accordingly.

Materials included within this scope of work are currently volatile in nature. We have experienced sudden price increases within the last 6 months. Bill's fence company, inc uses our best efforts to obtain the lowest possible price from available suppliers. However, if during the performance of this scope of work, the price of any required material significantly increases, through no fault of Bill's fence company, inc. , the customer will be required to acknowledge a change order to this quotation. The cost of the change order shall be reasonably necessary to cover any such significant price increases. This action shall only be enforced on any material in which Bill's fence company, inc. has not been provided with enough information to release the materials for shipment prior to the increase (i.e.-lack of shop drawing or submittal approval, or etc.) A significant price increase shall mean any increase in price exceeding five (5%) percent from the date of issuance of the most recent quotation. Bill's fence company, inc. agrees to provide the customer with vendor documentation supporting such material increases.

The above price includes the anticipation of encountering small rock or gravel in the subgrade. Therefore, this quotation allows for the usage of normal hand tools (post hole diggers, rock bars, etc) and power tools(one man auger, skid steer with auger, etc.) for post footing excavation. However, the above price DOES NOT include rock teeth for any auger bit or the use of an electric/pneumatic jackhammer. If rock typically larger than 6" is encountered that cannot be removed with included hand or power tools, a change order for time and equipment will be required.

**DUE TO CURRENT MATERIAL COSTS THIS PROPOSAL IS VALID FOR 3
DAYS ONLY**

Exclusions, unless listed in the scope of work above: Construction fence, fence removal, demolition, excavation, or relocation of any existing work/utilities. clearing or grading of fence lines, concrete other than post footings, hauling off excess spoils, mow strips, testing of concrete or other materials, grounding, attachments to fence, wind screens, slats, cost of subrogation, layouts other than preset stakes, underground obstructions, running electrical lines or electrical work of any kind. We are not responsible for any underground utilities, landscaping, property lines, shrubs, flowers, trees or water sprinkler systems.

The above items must be noted within the subcontractor agreement or purchase order accepted by Bill's Fence Company. Please Let us know if you need any of the items listed in exclusions. We are fully bondable and insured.

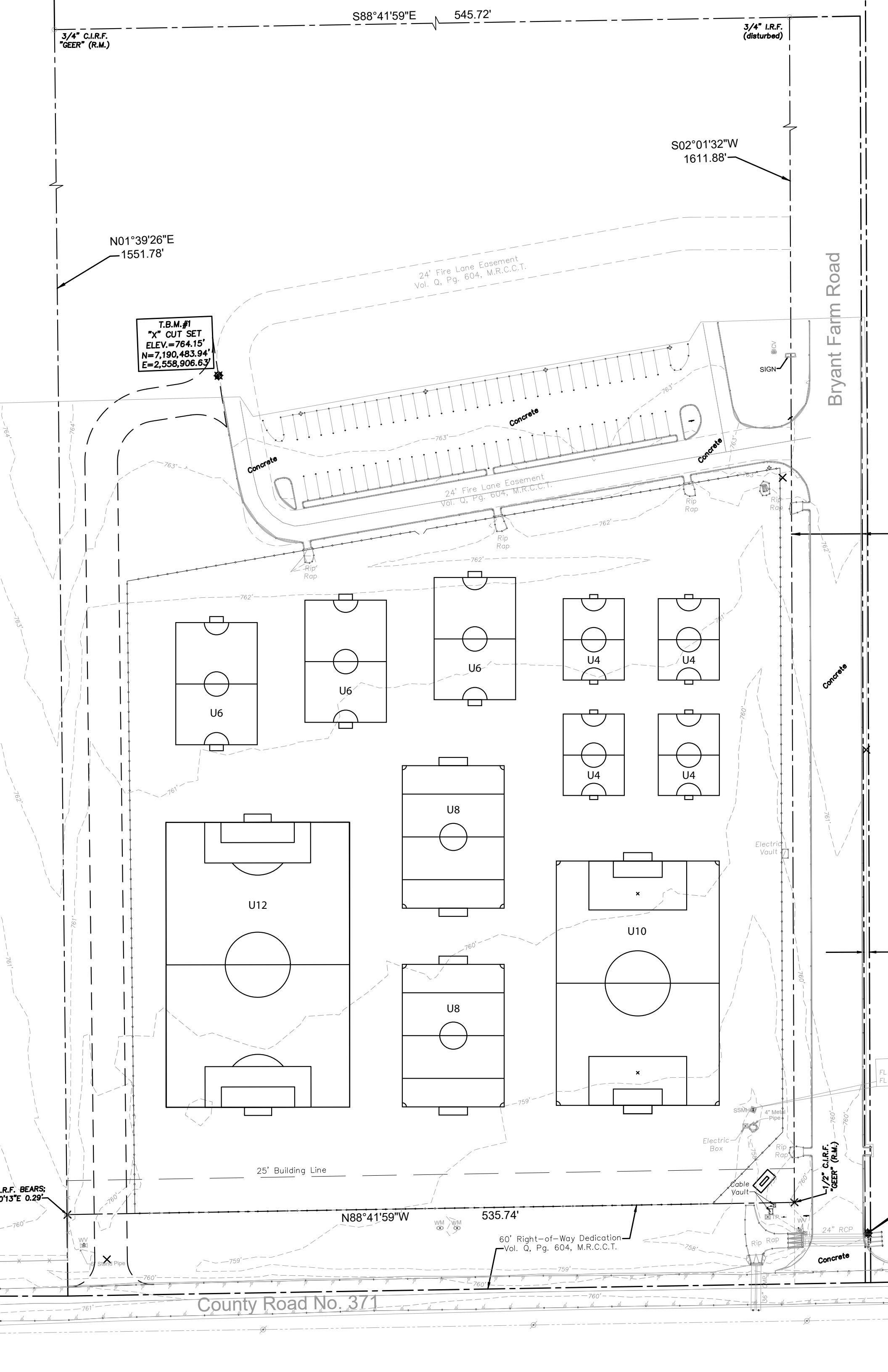
X

Victor Hutchens
Project Estimator/Drafter
Bill's Fence Co., Inc.

Customer Signature

Date

Member of American Fence Association
Visit our web page at www.billsfenceco.com, click on photo gallery to see projects
We specialize in residential and commercial fence



STATE OF TEXAS §
 § CONSTRUCTION AGREEMENT
COUNTY OF COLLIN §

This Construction Agreement (“Agreement”) is made and entered into this ____ day of _____ 20__ by and between the City of Anna, Texas (the “Owner”) and Bill’s Fence Company, Inc. (the “Contractor”) acting by and through their authorized representatives and in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Work and Term

1.1 The Contractor shall perform all the work specified in the Contract Documents. The work is generally described as follows:

Install a 6’ vinyl coated chain link fence, with gates, around the perimeter of Bryant Park.

1.2 The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

Article II
Contract Documents

2.1 The Contract Documents shall include all documents enumerated in the General Provisions, as well as the documents identified herein. Every provision of the Contract Documents below is incorporated into this Agreement by reference. The Contract Documents referenced below are in descending order of precedence. Any conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. Properly authorized change orders;
- C. Bid materials distributed by the City of Anna that relate to the Project; and
- D. Contractor’s proposal.

Article III
Scope of Work

3.1 Contractor shall perform all the work specified in the Contract Documents.

3.2 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic

form, prepared by Contractor and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of Owner. Contractor and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, Owner shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. Owner shall have full authority to authorize Contractor, Subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Contractor in connection with this Agreement are “works for hire” and shall be the property of Owner. Contractor shall upon completion of the services, or earlier termination, provide Owner with reproductions of all materials reports, and exhibits prepared by Contractor pursuant to this Agreement, and in electronic format if requested by Owner.

Article IV Compensation and Method of Payment

4.1 Owner shall pay the Contractor no more than \$113,857, subject to additions and deductions, for completion of the work in accordance with the Contract Documents using current funds.

4.2 Contractor agrees to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the Work at Contractor’s own cost and expense.

Article V Notice to Proceed

The Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City.

Article VI Relationship of Parties

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

Article VII Insurance

7.1 **Procurement and Evidence of Insurance.** Prior to commencing the Services, and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least “A” by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name Owner as an additional insured and provide for a waiver of subrogation against Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to Owner by delivering certificates of insurance.

7.2 **Coverage and Limits.** The insurance required under this Paragraph shall provide for the following coverages and limits:

- a. Workers’ compensation and employers’ liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit \$2,000,000 each occurrence
 - ii. Each Occurrence Limit \$1,000,000 each occurrence; and

7.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

7.4 Umbrella liability insurance covering all operations with limits of liability not less than:
Bodily Injury and Property Damage Liability
\$5,000,000 each occurrence
\$5,000,000 aggregate

Article VIII Miscellaneous

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

8.2 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 **Assignment.** Contractor may not assign this Agreement in whole or in part without the prior written consent of Owner.

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

8.5 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 **Amendments.** This Agreement may be amended by the mutual written agreement of the parties.

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

8.8 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.9 **Recitals.** The recitals to this Agreement are incorporated herein.

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

If intended for Owner:
City of Anna
Attn: Jim Proce
City Manager
120 West Seventh St
Anna, Texas 75409

If intended for Contractor:
Bill's Fence Company, Inc.
Attn: Victor Hutchens
Project Estimator/Drafter
1511 South Texas Ave. #227
College Station, TX 77840

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

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

8.13 **Indemnification.** OWNER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS OWNER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF OWNER). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM OWNER, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY

SATISFACTORY TO OWNER. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

(signature page to follow)

EXECUTED on this _____ day of _____, 2022.

OWNER, City of Anna, Texas

By: _____
Jim Proce, City Manager

Attest: _____

EXECUTED on this _____ day of _____, 2022.

CONTRACTOR

By: _____

Name: _____

Title: _____

Attest: _____

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A
CONSTRUCTION AGREEMENT WITH BILL'S FENCE COMPANY, INC. TO
INSTALL A VINYL-COATED CHAIN LINK FENCE AROUND THE PERIMETER
OF BRYANT PARK.**

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds that the construction agreement with Bill's Fence Company, Inc. is instrumental and necessary to the installation of a fence around Bryant Park; and

WHEREAS, the City Council considers the activation of Bryant Park to be beneficial to the neighbors of Anna, Texas, meeting several goals and objectives set forth in the Strategic Plan adopted by City Council; and

WHEREAS, the City Council approves the proposed construction agreement with Bill's Fence Company, Inc, to include the following fee:

"The total amount for fiscal year 2022: \$113,857"

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 as set forth in full.

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the extension attached hereto as Exhibit 1 to enter into a construction agreement with Bill's Fence Company, Inc. and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the construction agreement with Bill's Fence Company, Inc.

PASSES AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of June 2022.

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Dalan Walker

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a Construction Agreement with Musco Sports Lighting, LLC, under Buy Board Contract 592-19, for the installation of athletic field lights for two baseball fields at Johnson Park. (Park Planning and Development Manager Dalan Walker)

SUMMARY:

The Construction Agreement with Musco Sports Lighting, LLC under Buy Board Contract 592-19 is for work associated with the installation of athletic field lights for both baseball fields at Johnson Park. Bonds will be issued once the contractor receives a Purchase Order. Design, manufacturing and delivery is expected to take approximately eight weeks. Once the equipment arrives on site, Musco will need four weeks for installation.

FINANCIAL IMPACT:

The project will cost \$319,211 and is funded by the Park Development Fund. There will be future costs associated with electricity use and maintenance.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve a Construction Agreement with Musco Sports Lighting, LLC for the installation of athletic field lights at Johnson Park in the amount of \$319,211.

ATTACHMENTS:

1. Johnson Ballfield Lights - Musco Sports Lighting LLC - Construction Agreement
2. Johnson Park Anna Texas Buy Board Quote from Musco
3. Johnson Park Anna Pole Locations
4. Resolution for Construction Agreement with Musco Sports Lighting LLC - Johnson Park
5. Musco Sports Lighting Apr 2022 Buy Board Contract 592-19

APPROVALS:

Dalan Walker, Parks

Created/Initiated - 6/23/2022

Terri Doby, Budget Manager
Jim Proce, City Manager

Approved - 6/23/2022
Final Approval - 6/23/2022

STATE OF TEXAS §
 § CONSTRUCTION AGREEMENT
COUNTY OF COLLIN §

This Construction Agreement (“Agreement”) is made and entered into this ____ day of _____ 20__ by and between the City of Anna, Texas (the “Owner”) and Musco Sports Lighting, LLC (the “Contractor”) acting by and through their authorized representatives and in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Work and Term

1.1 The Contractor shall perform all the work specified in the Contract Documents. The work is generally described as follows:

Design, provide and install athletic field lights for two baseball fields at Johnson Park located in Anna, Texas, using pricing from Buy Board Contract 592-19.

1.2 The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

Article II
Contract Documents

2.1 The Contract Documents shall include all documents enumerated in the General Provisions, as well as the documents identified herein. Every provision of the Contract Documents below is incorporated into this Agreement by reference. The Contract Documents referenced below are in descending order of precedence. Any conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. Properly authorized change orders;
- C. Buy Board Contract 592-19; and
- D. Contractor’s quote.

Article III
Scope of Work

3.1 Contractor shall perform all the work specified in the Contract Documents.

3.2 Schematic Design Documents, Design Development Documents, Contract

Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by Contractor and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of Owner. Contractor and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, Owner shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. Owner shall have full authority to authorize Contractor, Subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Contractor in connection with this Agreement are “works for hire” and shall be the property of Owner. Contractor shall upon completion of the services, or earlier termination, provide Owner with reproductions of all materials reports, and exhibits prepared by Contractor pursuant to this Agreement, and in electronic format if requested by Owner.

Article IV Compensation and Method of Payment

4.1 Owner shall pay the Contractor no more than \$319,211, subject to additions and deductions, for completion of the work in accordance with the Contract Documents using current funds.

4.2 Contractor agrees to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the Work at Contractor’s own cost and expense.

Article V Notice to Proceed

The Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City.

Article VI Relationship of Parties

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

Article VII Insurance

7.1 **Procurement and Evidence of Insurance.** Prior to commencing the Services, and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least “A” by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name Owner as an additional insured and provide for a waiver of subrogation against Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to Owner by delivering certificates of insurance.

7.2 **Coverage and Limits.** The insurance required under this Paragraph shall provide for the following coverages and limits:

- a. Workers’ compensation and employers’ liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit \$2,000,000 each occurrence
 - ii. Each Occurrence Limit \$1,000,000 each occurrence; and

7.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

7.4 Umbrella liability insurance covering all operations with limits of liability not less than:
Bodily Injury and Property Damage Liability
\$5,000,000 each occurrence
\$5,000,000 aggregate

Article VIII Miscellaneous

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

8.2 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 **Assignment.** Contractor may not assign this Agreement in whole or in part without the prior written consent of Owner.

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

8.5 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 **Amendments.** This Agreement may be amended by the mutual written agreement of the parties.

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

8.8 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.9 **Recitals.** The recitals to this Agreement are incorporated herein.

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

If intended for Owner:
City of Anna
Attn: Jim Proce
City Manager
120 West Seventh St
Anna, Texas 75409

If intended for Contractor:
Musco Sports Lighting, LLC
Attn: _____

Title: _____

Address: _____

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

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

8.13 **Indemnification.** OWNER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS OWNER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF OWNER). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN

CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM OWNER, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO OWNER. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

(signature page to follow)

EXECUTED on this _____ day of _____, 2022.

OWNER, City of Anna, Texas

By: _____
Jim Proce, City Manager

Attest: _____

EXECUTED on this _____ day of _____, 2022.

CONTRACTOR

By: _____

Name: _____

Title: _____

Attest: _____



**Johnson Park Field Lighting
City of Anna, Texas
Light Structure System – TLC LED
Buy Board Quote
Contract Number: 592-19
Commodity: Parks/Rec & Field Lighting
Date: June 2, 2022**

Equipment Description

Light-Structure TLC LED™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote driver component enclosure
- Pole length wire harness
- Factory-aimed and assembled LED luminaires

Also Includes:

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles infield and 20 footcandles outfield footcandles for 25 years.
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors
- All drawing necessary to obtain electrical permit
- Turnkey Installation including electrical
- Payment and Performance Bonds

Quote

Musco's Light Structure TLC LED™ as described above.....\$319,211

Pricing reflects the Buy Board Discount

Pricing furnished is effective until September 30, 2022.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Two small baseball fields
- Structural code and wind speed = 2018 IBC, 115 MPH
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

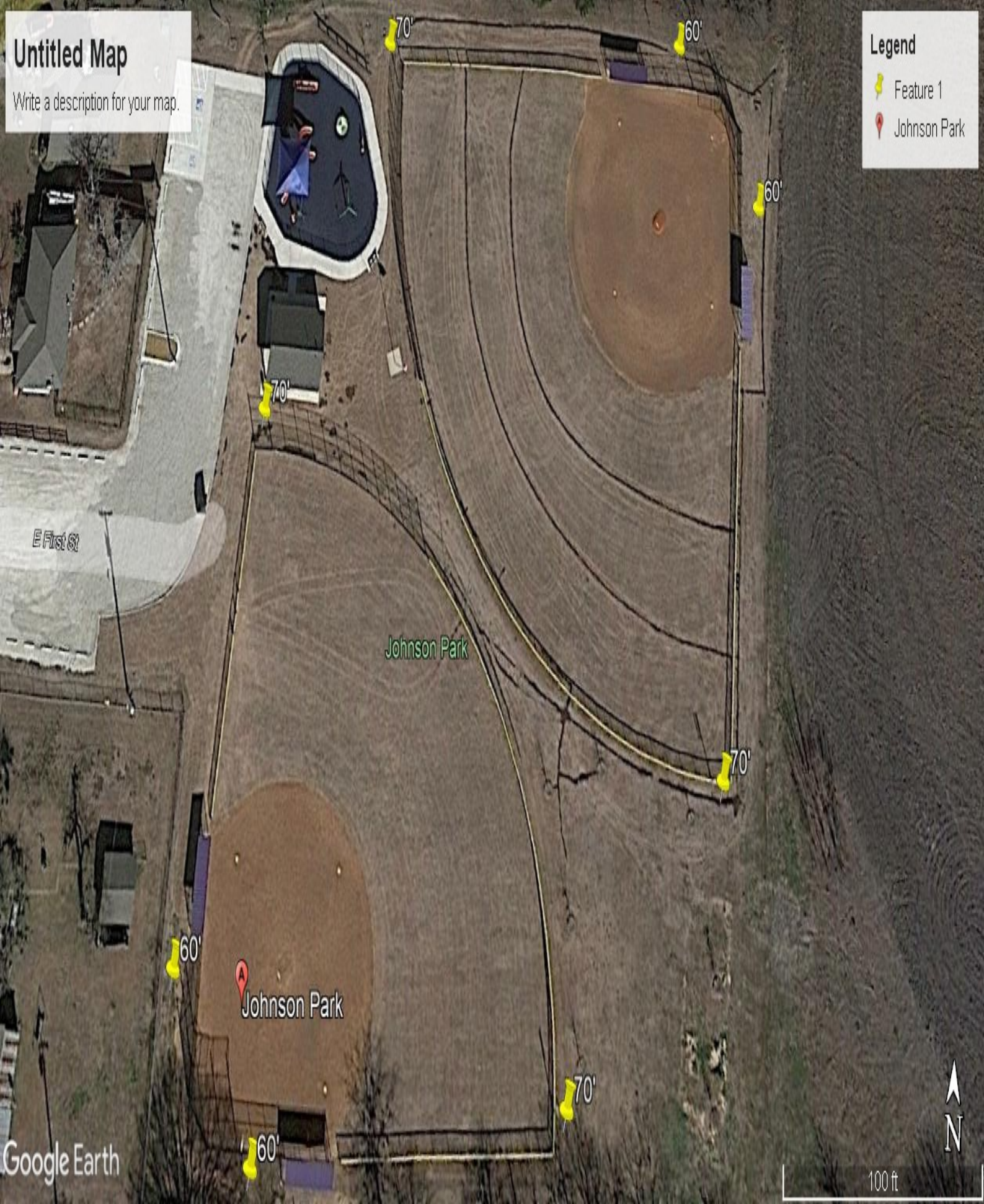
Chris Johnson
Sales Executive
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com

Untitled Map

Write a description for your map.

Legend

- Feature 1
- Johnson Park



E First St

Johnson Park

Johnson Park

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A
CONSTRUCTION AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC TO
INSTALL ATHLETIC FIELD LIGHTING FOR TWO BASEBALL FIELDS AT
JOHNSON PARK.**

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds that the construction agreement with Musco Sports Lighting, LLC is instrumental and necessary to the installation of athletic field lighting at Johnson Park; and

WHEREAS, the City Council considers the installation of athletic field lighting at Johnson Park to be beneficial to the neighbors of Anna, Texas, meeting several goals and objectives set forth in the Strategic Plan adopted by City Council; and

WHEREAS, the City Council approves the proposed construction agreement with Musco Sports Lighting, LLC, to include the following fee:

"The total amount for fiscal year 2022: \$319,211"

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 as set forth in full.

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the extension attached hereto as Exhibit 1 to enter into a construction agreement with Musco Sports Lighting, LLC and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the construction agreement with Musco Sports Lighting, LLC

PASSES AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of June 2022.

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land

BuyBoard

Proposal Invitation No. 592-19 Parks and Recreation Equipment and Field Lighting Products

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Amanda Hudnut

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the State of Texas to the job site. Additional freight cost may be incurred outside of the State of Texas..

Terms: Net 30 days upon delivery

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$173,187	50 fc	\$255,955
360' x 160'	80'	30 fc	\$207,789	50 fc	\$291,604
360' x 160'	100'	30 fc	\$239,526	50 fc	\$308,166
360' x 160'	120'	30 fc	\$240,060	50 fc	\$340,955

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$148,644	50 fc	\$220,619
360' x 210'	30'	30 fc	\$162,554	50 fc	\$251,332
360' x 225'	30'	30 fc	\$182,890	50 fc	\$297,906

BuyBoard

Proposal Invitation No. 592-19 Parks and Recreation Equipment and Field Lighting Products

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$108,384	50/30 fc	\$144,966
60' Base Path	225'	30/20 fc	\$131,188	50/30 fc	\$156,204
60' Base Path	250'	30/20 fc	\$144,804	50/30 fc	\$178,564
60' Base Path	300'	30/20 fc	\$182,516	50/30 fc	\$221,750
60' Base Path	325'	30/20 fc	\$194,102	50/30 fc	\$242,612
90' Base Path	300'	50/30 fc	\$258,350	70/50 fc	\$348,617
90' Base Path	300'/325'/300'	50/30 fc	\$262,695	70/50 fc	\$357,888
90' Base Path	350'	50/30 fc	\$312,438	70/50 fc	\$425,639
90' Base Path	320'/360'/320'	50/30 fc	\$299,404	70/50 fc	\$411,766
90' Base Path	330'/400'/330'	50/30 fc	\$334,626	70/50 fc	\$503,465

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$69,743
3	50 fc	\$81,855
4	50 fc	\$101,332
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$57,409

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	80 fc	\$44,038

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Materials	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 fc	\$45,136	\$0.71/sqft

BuyBoard

Proposal Invitation No. 592-19 Parks and Recreation Equipment and Field Lighting Products

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$75,000
50' x 104'	20 fc	\$80,000
60' x 120'	15 fc	\$85,000

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link Retrofit (adapts to existing contactors - Control Module Only, (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,750
TLC for LED® RGB-U Fixture	\$5,500 fixture
TLC for LED® RGBW Fixture	\$5,500/fixture
MuscoVision® - Diamond Field* (5 year parts & labor warranty)	\$12,000
MuscoVision® - Rectangular Field/Court* (5 year parts & labor warranty)	\$12,000

*750 hours of streaming included; additional hours available for purchase

- A. Lighting system pricing stated above includes lighting system materials, lighting design & consultant services and delivery within the State of Texas to the job site. Additional freight may be incurred outside of the State of Texas.
- B. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- C. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- D. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- E. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2015, 115 mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 115 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- F. Pricing is based on using Musco's Control-Link® Control & Monitoring package. Musco's Show-Light® entertainment services package is available and will increase the equipment cost by 5%.
- G. Pricing is based on using Musco's Control-Link® Control & Monitoring package. Musco's Show-Light+® entertainment services package is available and will increase the equipment cost by 12%. Musco is not responsible for obtaining rights to or any cost associated with music licenses.
- H. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical

BuyBoard

Proposal Invitation No. 592-19 Parks and Recreation Equipment and Field Lighting Products

distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.

- I. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- J. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.
- K. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- L. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- M. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

End of Bid



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Approve an Ordinance amending the FY2021 - 2022 Budget to appropriate funding for Medic 3 ambulance, adding fencing to Bryant Park, and adding athletic field lights to Johnson Park. (City Manager Jim Proce)

SUMMARY:

The proposed budget amendment includes funding for the following purposes:

The Fund Balance and Working Capital Reserve Policy that is included in the City's Financial Policies states that it is the goal of the City is to achieve and maintain an unassigned fund balance in the General Fund equal to 40% of total appropriations. A balance of more than 40% is considered excessive. The unassigned fund balance of the General Fund at the end of FY2021 was \$6,360,081 or 48.6%, resulting in excess fund balance of \$1,563,176. The attached budget amendment amends the existing budget and allows the City Manager to transfer out the excess funds to the Non-Bond Capital Projects Fund.

- **Fire Machinery & Equipment (\$500,000)** Acquire a third transport ambulance to begin fire-based EMS operations at Fire Station #2. Included in the costs is a Life Pak 15 Heart Monitor, Lucas CPR Device, Stair Chair, Stryker EMS Cot and Loading System, 2 computers, Cradle Point, DSHS Licensing, and Mobile Radio with Dual Heads.

Park Development is funded by park development fees as stipulated in either developer agreements or the subdivision ordinance. These funds are used to fund the City's parks master plan through development, improvement, or maintenance of the City's parks. Revenues in FY2022 are exceeding expectations.

- **Bryant Park Fencing (\$114,000)** Bryant Park is being activated to serve as practice space for youth sports and to provide fields for a youth soccer program that is being started by the Neighborhood Services Department. The allocated funding will be for the construction of a 6' black vinyl-coated chainlink fence around the perimeter.
- **Johnson Park Lighting (\$320,000)** The allocated funding will be for the installation of athletic field lights for two baseball fields at Johnson Park.

FINANCIAL IMPACT:

Amend the FY2022 Adopted Budget.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. FY2022 Third Quarter Budget Amendment Ordinance
2. Third Quarter Budget Amendment Exhibit A
3. Third Quarter Budget Amendment Exhibit B

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022

CITY OF ANNA

ORDINANCE NO.

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

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

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

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

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

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

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

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

SECTION 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including

this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 28th day of June, 2022.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

CITY OF ANNA
DETAIL OF RECOMMENDED FY2021-22 BUDGET AMENDMENTS

GENERAL FUND

Revenue:					
Account	Dept	Account Title	Budget	Change	Budget
100-400-50210		Sales Tax Revenue - General	\$ 2,336,370	\$ 400,000	\$ 2,736,370
TOTAL REVENUE				\$ 400,000	

NON-BOND CAPITAL PROJECTS

Revenue:					
Account	Dept	Account Title	Budget	Change	Revised Budget
100-400-98100	Administration	Transfers Out (Non-Bond Capital)	\$ 400,000	\$ 500,000	\$ 900,000
530-400-59910	Administration	Transfers In	\$ 400,000	\$ 500,000	\$ 900,000
Justification:					
Transfer out to the Non-Bond Capital Projects Fund from General Fund fund balance in excess of 40%.					

Expense:					
Account	Dept	Account Title	Budget	Change	Revised Budget
530-543-69110	Fire	Tools & Equipment	\$ -	\$ 325,000	\$ 325,000
530-543-62910	Fire	IT Supplies	\$ -	\$ 14,000	\$ 14,000
530-543-62110	Fire	Machinery & Equipment	\$ -	\$ 161,000	\$ 161,000
TOTAL				\$ 500,000	
Justification:					
Acquire a third transport ambulance to begin fire-based EMS operations at the new Fire Station #2. Included in the costs is a Life Pak 15 Heart Monitor, Lucas CPR Device, Stair Chair, Stryker EMS Cot and Loading System, 2 computers, Cradle Point, DSHS Licensing, and Mobile Radio with Dual Heads.					

PARK DEVELOPMENT FUND

Revenue:					
Account	Dept	Account Title	Budget	Change	Revised Budget
372-558-51910	Park Development	Developer Fees	\$ 986,000	\$ 434,000	\$ 1,420,000
TOTAL REVENUE				\$ 434,000	

Expense:				
Project Number / Name	Budget	Change	Revised Budget	
TBD / Bryant Park	\$ -	\$ 114,000	\$ 114,000	
Justification:				
Bryant Park is being activated to serve as practice space for youth sports and to provide fields for a youth soccer program that is being started by the Neighborhood Services Department. The allocated funding will be for the construction of a 6' black vinyl-coated chainlink fence around the perimeter of Bryant Park.				

Project Number / Name	Budget	Change	Revised Budget
202X-0372 / Johnson Park	\$ 18,783	\$ 320,000	\$ 338,783
Justification:			
The allocated funding will be for for the installation of athletic field lights for two baseball fields at Johnson Park.			

CITY OF ANNA
GENERAL FUND BY CATEGORY

	Actual 2019-20	Budget 2020-21	Adopted 2021-22	Revised 2021-22
BEGINNING BALANCES	\$ 5,941,424	\$ 6,445,513	\$ 6,470,011	\$ 6,470,011
REVENUES:				
Property Taxes	\$ 6,095,539	\$ 6,736,415	\$ 8,015,000	\$ 8,015,000
Sales Tax	2,271,318	2,552,500	2,760,000	3,296,370
Charges for Services	188,258	151,600	254,700	254,700
Licenses and Permits	2,683,906	2,603,700	3,525,000	3,559,960
Franchise and Local Taxes	657,331	601,600	485,000	485,000
Investment Income	102,302	70,000	30,000	30,000
Other Revenues	56,024	13,300	16,300	16,300
Intergovernmental	123,195	133,195	48,395	48,395
Fines	97,374	80,000	90,000	90,000
TOTAL OPERATIONAL REVENUE	\$ 12,275,247	\$ 12,942,310	\$ 15,224,395	\$ 15,795,725
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 12,275,247	\$ 12,942,310	\$ 15,224,395	\$ 15,795,725
TOTAL AVAILABLE RESOURCES	\$ 18,216,671	\$ 19,387,823	\$ 21,694,406	\$ 22,265,736
EXPENDITURES:				
Payroll	\$ 6,890,375	\$ 8,789,785	\$ 11,841,587	\$ 11,920,117
Supplies	442,162	604,142	620,991	620,991
Maintenance	386,397	234,360	224,300	224,300
Services	2,232,696	2,459,032	2,521,876	2,521,876
Debt Service	57,359	-	-	-
Capital Outlay	147,393	394,826	-	22,500
Capital Improvement	-	350,000	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 10,156,382	\$ 12,832,145	\$ 15,208,754	\$ 15,309,784
Transfers to other funds	1,614,776	2,007,779	400,000	900,000
TOTAL EXPENDITURES	\$ 11,771,158	\$ 14,839,924	\$ 15,608,754	\$ 16,209,784
ENDING FUND BALANCES	\$ 6,445,513	\$ 4,547,899	\$ 6,085,652	\$ 6,055,952
Fund Balance Percentage	63%	35%	40%	40%



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Monthly Financial Report for the Month Ending May 31, 2022. (City Manager Jim Proce)

SUMMARY:

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

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

FINANCIAL IMPACT:

Information only

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. FY2022 City Council Monthly Financial Report May

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022

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

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

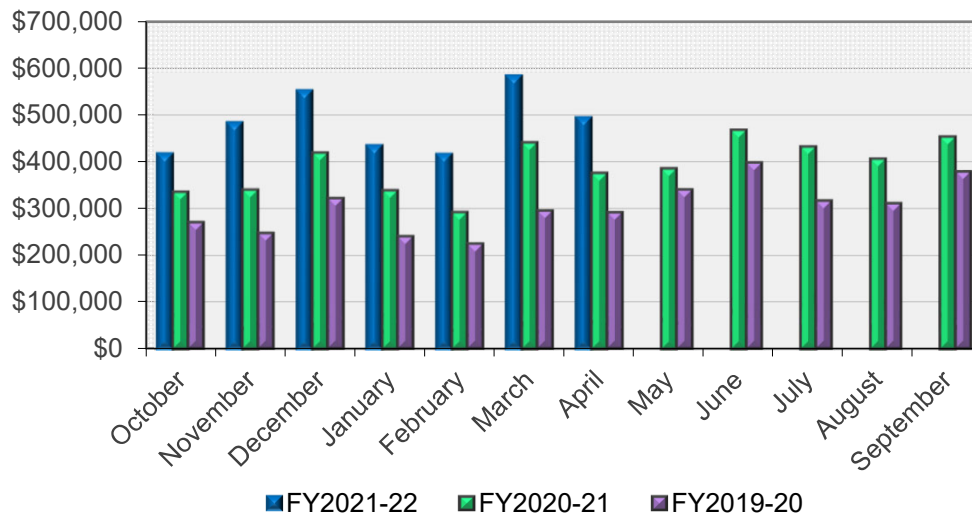
	FY2022 Budget	FY2022 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 8,015,000	\$ 7,992,651	99.7%	Property taxes are collected in December and January.
Sales Tax	2,896,370	2,113,931	73.0%	Remitted from the Comptroller with lag time of 30 - 60 days; amount is seven months of collections
Franchise and Local Taxes	485,000	498,991	102.9%	Most franchise fees are remitted quarterly.
Charges for Services	111,600	83,700	75.0%	
Fines	90,000	147,687	164.1%	
Licenses, Permits & Fees	3,703,060	4,599,804	124.2%	
Investment Income	30,000	23,751	79.2%	
Other Revenues	16,300	19,582	120.1%	
Intergovernmental	48,395	47,640	98.4%	
Revenue Total	\$ 15,395,725	\$ 15,527,737	100.9%	With 66.7% of the year expired, revenues are at 100.9% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 15,309,784	\$ 9,349,094	61.1%	With 66.7% of the year expired, expenses are 61.1% of budget.
Utility Fund				
REVENUES				
Water Sales	\$ 6,000,000	\$ 3,906,585	65.1%	
Sewer Charges	3,600,000	2,726,337	75.7%	
Sanitation Revenue	1,100,000	1,150,467	104.6%	
Other Charges for Services	745,000	440,897	59.2%	
Licenses, Permits & Fees	505,000	1,913,149	378.8%	
Investment Income	20,000	16,456	82.3%	
Other Revenues	188,700	168,950	89.5%	
Utility Fund Total	\$ 12,158,700	\$ 10,322,841	84.9%	With 66.7% of the year expired, revenues are 84.9% of budget.
EXPENDITURES				
Administration	\$ 1,219,038	\$ 953,297	78.2%	Electricity and legal expenses higher than expected; one-time payment for insurance.
Water	5,654,073	4,007,410	70.9%	Growing number of customers resulting in higher expenses.
Sewer	4,712,683	2,557,286	54.3%	
Sanitation	1,100,000	990,230	90.0%	Growing number of customers resulting in higher expenses.
Utility Billing	560,311	231,072	41.2%	
Utility Fund Total	\$ 13,246,105	\$ 8,739,295	66.0%	With 66.7% of the year expired, expenses are 66.0% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month April 30, 2022

	2021-22 Collections Monthly	% Change from Prior Year	2020-21 Collections Monthly
October	\$ 417,343	24.4%	\$ 335,454
November	483,556	42.2%	340,156
December	552,138	31.7%	419,319
January	435,037	28.4%	338,879
February	416,044	42.3%	292,405
March	583,700	32.4%	441,021
April	494,472	31.6%	375,823
May			385,457
June			467,686
July			432,097
August			406,214
September			453,292
	\$ 3,382,290		\$ 4,687,804

Budget: 4,526,370 74.7% 4,300,000

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

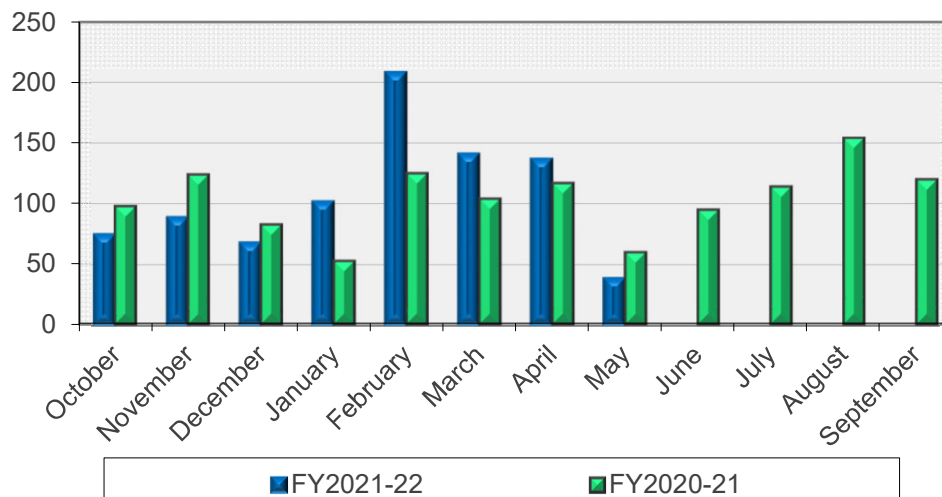


CITY OF ANNA
Building Permits Received
Thru the month May 31, 2022

	Fiscal Year 2021-22 Monthly	Fiscal Year 2020-21 Monthly
October	75	98
November	89	124
December	68	83
January	102	53
February	208	125
March	141	104
April	137	117
May	39	60
June		95
July		114
August		154
September		120
	859	1,247

	% Budget
FY2022 Budget:	1,100
	78.1%

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





Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Anna Town Square Addition, Block A, Lot 2 Development Agreement. (Director of Development Services Ross Altobelli)

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The applicant is proposing the same material standards and percentages approved by the Council for Phase 1 of the project.

ATTACHMENTS:

1. Resolution - DA (The Grand at Anna Town Square)
2. Exhibit A (DA & Exhibits) The Grand PH 2

APPROVALS:

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

Created/Initiated - 6/20/2022
Approved - 6/22/2022
Final Approval - 6/23/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH GRAND AT ANNA II OWNER, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED ON THE WEST SIDE OF FINLEY BOULEVARD, 510± FEET SOUTH OF FLORENCE WAY.

WHEREAS, Grand at Anna II Owner, LLC is the Property Owners of real estate generally located on the west side of Finley Boulevard, 510± feet south of Florence Way; and

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

WHEREAS, Property Owners have 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 Grand at Anna II Owner, LLC., attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 28th day of June 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

**EXHIBIT “A”
DEVELOPMENT AGREEMENT**

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of June 3, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Grand at Anna II Owner, LLC ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 11.1± acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

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

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

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

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations

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

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

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy-five percent (75%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than (25%) consisting of cementitious siding (Hardie products).
- B. Roofing materials of for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.
- C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- D. A covered entry area shall be designed at the main entry to each building.
- E. A minimum of 75% of all units must have one of the following design features: a true balcony,

stoop, or patio to create outdoor living space.

F. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:

- 1) Articulation of building façade,
- 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
- 3) A horizontal change in building materials between stories of a building,
- 4) Variation in building materials between vertical intervals,
- 5) Variations in window placement,
- 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
- 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

SECTION 3. NOTICES.

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

To City:

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

To Property Owner:

Grand at Anna II Owner, LLC
300 Crescent Court, Suite 1425
Dallas, TX 75201
Attn: Anthony W. Long

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of Property Owner and City; and/or (b) unilaterally by City upon default of the Property Owner. Notwithstanding the foregoing or any other provision of this Agreement, this

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

SECTION 5. DEFAULT.

If Property Owner, its heirs, successors or assigns or subsequent owners of the Property, fail to fully comply with all the terms and conditions included in this Agreement (the "Defaulting Owner"), City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner, or its heirs, successors or assigns, or subsequent owners of the Property (collectively, the "Defaulting Developer Parties") shall be liable to pay to the City the sum of \$2,000 for each failure to fully comply with the development standards set forth in Section 3 of this Agreement. The Defaulting Developer Parties shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. Notwithstanding the foregoing, none of the Defaulting Developer Parties shall be liable to pay the liquidated damages that accrue under this paragraph 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). In the event of a breach that is not timely cured in

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

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

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

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE PROPERTY OWNER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC

INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE DATE HEREOF WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

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

SECTION 8. RECORDATION.

Property Owner at its sole cost will record this document, including all the Exhibits, in conjunction with the formal adoption by the City Council, and immediately provide a recorded copy to the City.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

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

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

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

SECTION 14. EFFECTIVE DATE.

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

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

Notary Public, State of Texas

Grand at Anna II Owner, LLC, a Delaware limited liability corporation,

By: _____
Anthony W. Long, Authorized Signer

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned notary public, on the 13th day of June, 2022, appeared Anthony W. Long, 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 an Authorized Signer for Grand at Anna II Owner, LLC.

Sandra Carroll
Notary Public, State of Texas

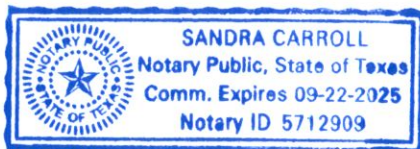


EXHIBIT "1"
PROPERTY DESCRIPTION

*** METES AND BOUNDS DESCRIPTION ***

BEING a 11.0943 acre tract of land located in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas, said 11.0943 acre tract being a portion of the remainder of a called 80.00 tract of land conveyed to ANNA TOWN CENTER MIXED USE LLC, by deed thereof filed for record in Collin County Clerk's Instrument No. 20150317000291340, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 11.0943 acre tract being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) on the north right-of-way line of Finley Boulevard (being an 80 feet wide public right-of-way, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 20161110010004610, O.P.R.C.C.T.) said beginning point being at the southeast lot corner of Lot 1, Block 1, Anna Town Square Detention Pond, being an Addition to the said City and State, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 20161110010004630, O.P.R.C.C.T., from which a 1/2 inch iron rod with a cap stamped "GLAS 6081" found at a point of curvature on the said north right-of-way line and the south lot line of said Lot 1, bears South 87°48'50" West (chord bearing), 73.48 feet (chord length);

THENCE North 20°17'44" East, along the southeast lot line of said Lot 1, 571.74 feet to an iron rod set at the east lot corner of said Lot 1;

THENCE North 70°53'27" West, along the northeast lot line of said Lot 1, 320.08 feet to an iron rod set on the southeast property line of a called 200 feet wide strip of land conveyed to Houston & Texas Central Railway Company (now owned and operated by Dallas Area Rapid Transit) by deed recorded in Volume V, Page 693, D.R.C.C.T.;

THENCE North 18°45'25" East, departing the said northeast lot line and along the said southeast property line, 374.55 feet to an iron rod set;

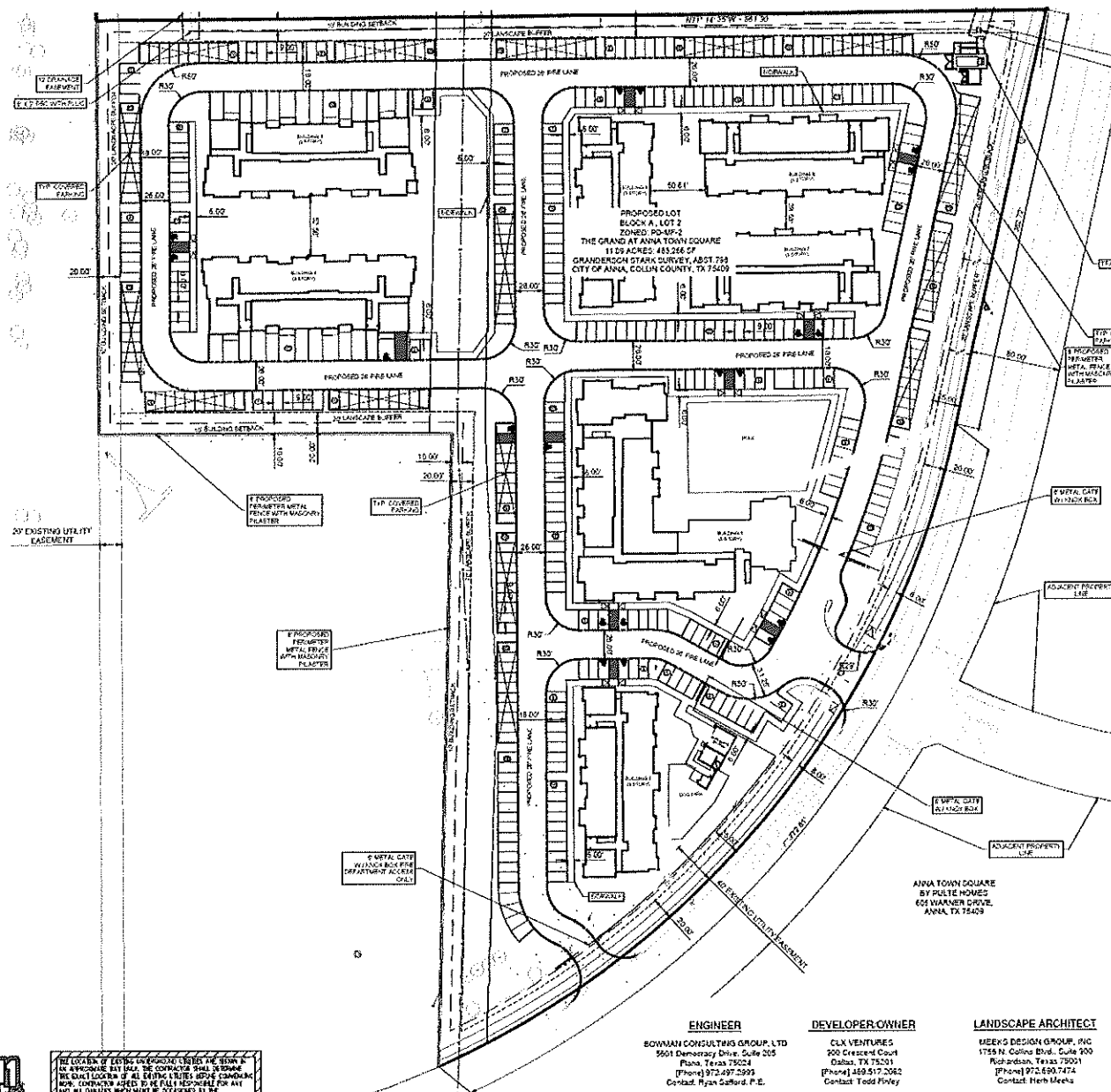
THENCE South 71°14'35" East, departing the said southeast property line, over and across the said 80.00 acre tract, 861.30 feet to an iron rod set on the northwest right-of-way line of said Finley Boulevard;

THENCE South 31°18'10" West, along the said northwest right-of-way line, 382.60 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found at the beginning of a curve to the right having a radius of 820.00 feet;

THENCE continuing along the said northwest right-of-way line with the said curve to the right, an arc length of 772.81 feet, and across a chord which bears South 58°14'47" West, a chord length of 744.53 feet to the POINT OF BEGINNING of the herein described tract of land.

The hereinabove described tract of land contains a computed area of 11.0943 acres (483,266 square feet) of land, more or less.

811





Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend standards for multiple-family residence development within portions of Subdistrict I & H of the existing Planned Development on one lot on 11.1± acres located on the west side of Finley Boulevard, 510± feet south of Florence Way. Zoned: Planned Development (Ord. No. 129-2004 & Ord. No. 627-2013). (Director of Development Services Ross Altobelli)

SUMMARY:

The subject property is located within portions of District I (Southern Town Center Adjacency Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow three stories or 50 fifty-foot tall, multiple-family residence by-right. Similar to the property and zoning to the north, staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request. Additionally, the applicant is requesting the same MF-2 Multiple-Family Residential – High Density (MF-2) development standards pertaining to parking, fencing, and refuse facilities that were previously granted for the property to the north (Ord. No. 943-2021) on September 28, 2021.

A concept plan, Anna Town Square Addition, Block A, Lot 2, accompanies this request.

Surrounding Land Uses and Zoning

North Proposed multiple-family residences (The Grand at Anna Town Square)
East Across Finley Boulevard, proposed multiple-family residences (Serenity at the Square) and Common Area lot (Anna Crossing, Phase 1A).
South Single-family residence, detached zoned Single-Family Residence – Large Lot.
West D.A.R.T. R.O.W. and Common Area Lot (Anna Town Square Detention Pond)

Proposed Planned Development Stipulations

Design Standards – The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

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

required to be covered.

- ☐ The applicant is proposing to reduce only the required parking for one-bedroom and studio units to 1.5 space and reduce the amount of covered parking to 40%.
- ☐ The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- ☐ The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along any perimeter not abutting a public right-of-way the site will include a 20-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – Rather than have multiple dumpsters, the application is proposing one compactor on-site and utilize a valet waste service to collect residents' trash directly on scheduled days.

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

ISSUES:

Parking: The applicant is requesting to reduce the amount of parking allocated for 1-bedroom and studio units to 1.5 per unit while maintaining requirements for larger units and guest parking. Additionally, the applicant is requesting to reduce the amount of covered parking from 75% to 40%.

Screening Fence: To soften the visual appearance between the multiple-family residence development and surrounding residential developments (both multiple-family) the applicant is requesting to install wrought iron fencing with masonry columns rather than a solid masonry wall. Additionally, along property boundaries not abutting street R.O.W., the applicant is proposing a 20-foot-wide landscape buffer comprised of trees planted staggered at 25-foot centers.

Refuse Facility: Rather than having multiple dumpster locations that could be in close proximity to neighboring developments, the applicant is requesting to install one trash compactor and utilize a valet waste service to collect residents' trash directly on scheduled days.

CONCLUSION:

Request to rezone 11.1± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High

Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family-High Density (PD-MF-2) with modified development standards for multiple-family residences on one lot.

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended approval (4-2) as follows:

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 MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - A. Maximum height (feet): 50 feet (3-story)
 - B. Maximum number of units: 222
 - C. Parking: A minimum of 1.5 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.
 - D. Covered Parking: 40% of the required unit parking must be covered to include garages.
 - E. Perimeter Fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:

i. Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.

ii. 20-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.

F. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents' trash directly on scheduled days.

3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

4. The Concept Plan will expire after two (2) years of approval.

ATTACHMENTS:

1. Anna Town Square, Block A, Lot 2 Locator Map
2. Ordinance - The Grand at Anna Town Square
3. Exhibit 1 Property Description
4. Exhibit 2 (CP) Anna Town Square, BL A, Lt 2
5. PZ - STAFF REPORT (Zoning) Anna Town Square, Block A, Lot 2 - The Grand at ATS PH 2
6. Exhibit 1 - Zoning Standard Amendments

APPROVALS:

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

Created/Initiated - 6/20/2022
Approved - 6/20/2022
Final Approval - 6/23/2022

Zoning - Anna Town Square Addition, Block A, Lot 2



CITY OF ANNA, TEXAS
(Property zoned under this ordinance is generally located on the west side of Finley Boulevard, 510± feet south of Florence Way)

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 Grand at Anna II Owner, LLC on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the west side of Finley Boulevard, 510± feet south of Florence Way was zoned by Ordinance No. 129-2004; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property described in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality Multiple-Family Residential - High Density District.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

- A. Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - i. Maximum height (feet): 50 feet (3-story)
 - ii. Maximum number of units: 222
 - iii. Parking: A minimum of 1.5 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.
 - iv. Covered Parking: 40% of the required unit parking must be covered to include garages.
 - v. Perimeter Fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:
 - a. Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.
 - b. 20-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.
 - vi. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents trash directly on scheduled days.

- B. 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.
- C. 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 28th day of June 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT 1

LEGAL DESCRIPTION

BEING a 11.0943 acre tract of land located in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas, said 11.0943 acre tract being a portion of the remainder of a called 80.00 tract of land conveyed to ANNA TOWN CENTER MIXED USE LLC, by deed thereof filed for record in Collin County Clerk's Instrument No. 20150317000291340, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 11.0943 acre tract being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) on the north right-of-way line of Finley Boulevard (being an 80 feet wide public right-of-way, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 20161110010004610, O.P.R.C.C.T.) said beginning point being at the southeast lot corner of Lot 1, Block 1, Anna Town Square Detention Pond, being an Addition to the said City and State, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 20161110010004630, O.P.R.C.C.T., from which a 1/2 inch iron rod with a cap stamped "GLAS 6081" found at a point of curvature on the said north right-of-way line and the south lot line of said Lot 1, bears South 87°48'50" West (chord bearing), 73.48 feet (chord length);

THENCE North 20°17'44" East, along the southeast lot line of said Lot 1, 571.74 feet to an iron rod set at the east lot corner of said Lot 1;

THENCE North 70°53'27" West, along the northeast lot line of said Lot 1, 320.08 feet to an iron rod set on the southeast property line of a called 200 feet wide strip of land conveyed to Houston & Texas Central Railway Company (now owned and operated by Dallas Area Rapid Transit) by deed recorded in Volume V, Page 693, D.R.C.C.T.;

THENCE North 18°45'25" East, departing the said northeast lot line and along the said southeast property line, 374.55 feet to an iron rod set;

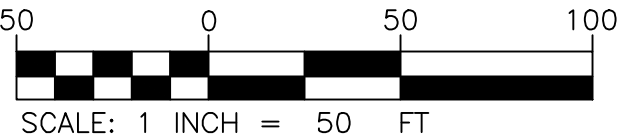
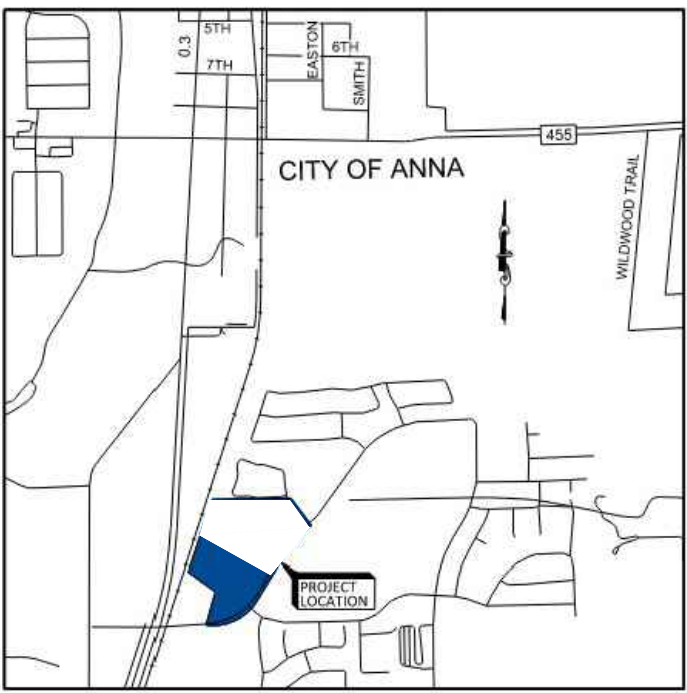
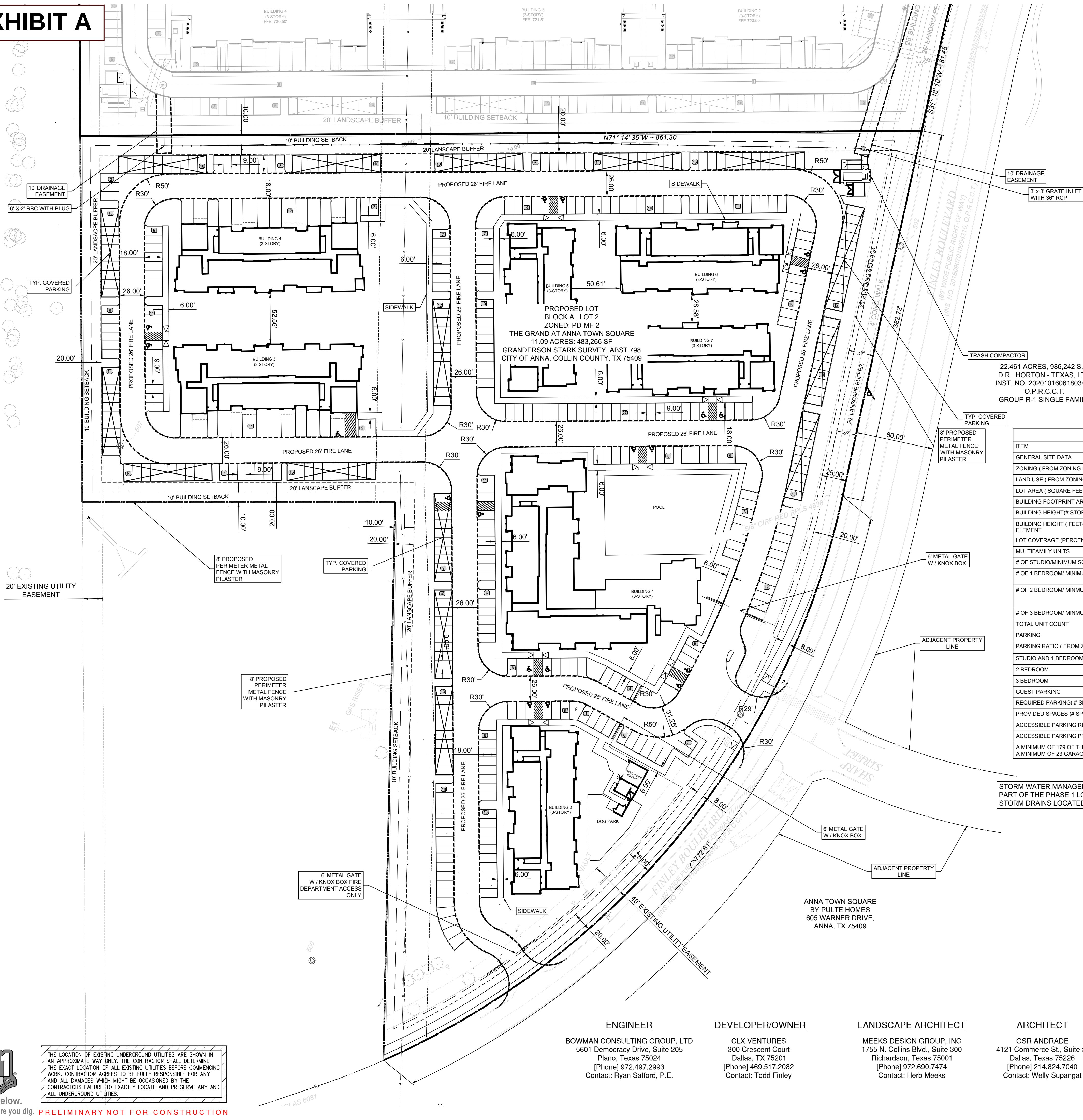
THENCE South 71°14'35" East, departing the said southeast property line, over and across the said 80.00 acre tract, 861.30 feet to an iron rod set on the northwest right-of-way line of said Finley Boulevard;

THENCE South 31°18'10" West, along the said northwest right-of-way line, 382.60 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found at the beginning of a curve to the right having a radius of 820.00 feet;

THENCE continuing along the said northwest right-of-way line with the said curve to the right, an arc length of 772.81 feet, and across a chord which bears South 58°14'47" West, a chord length of 744.53 feet to the POINT OF BEGINNING of the herein described tract of land.

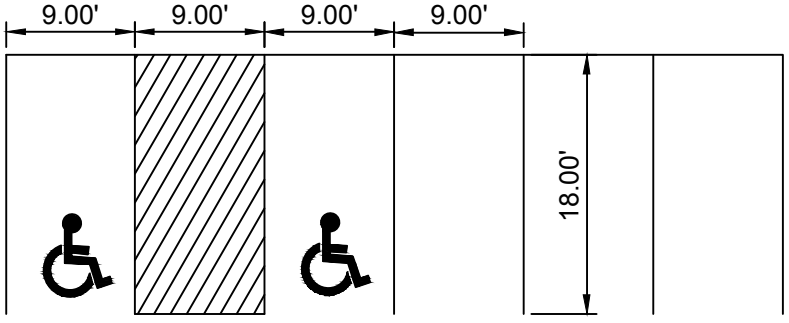
The hereinabove described tract of land contains a computed area of 11.0943 acres (483,266 square feet) of land, more or less.

EXHIBIT A



PROPOSED LEGEND

PROPOSED BUILDING	
PROPERTY LINE	
STD. 6" CONCRETE CURB	
FIRE LANE	
WATER LINE	
SANITARY LINE	
SANITARY MANHOLE	
STORM DRAIN LINE	
STORM MANHOLE	
STORM INLET	
FIRE HYDRANT	



22.461 ACRES, 986,242 S.F.
D.R. HORTON - TEXAS, LTD
INST. NO. 20201016061803490
O.P.R.C.C.T.
GROUP R-1 SINGLE FAMILY

ANNA SITE DATA TABLE	
GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD-MF-2
LAND USE (FROM ZONING ORDINANCE)	MF-2
LOT AREA (SQUARE FEET & ACRES)	11.09 AC (483,266 SF)
BUILDING FOOTPRINT AREA (SQUARE FEET)	89,494 SF
BUILDING HEIGHT (# STORIES)	3 STORY
BUILDING HEIGHT (FEET-DISTANCE TO TALLEST BUILDING ELEMENT)	45'
LOT COVERAGE (PERCENT-XXX%)	18.52%
MULTIFAMILY UNITS	
# OF STUDIO/MINIMUM SQUARE FEET	3 UNITS / 575 SF
# OF 1 BEDROOM/ MINIMUM UNIT SIZE	56 UNITS / 648 SF 48 UNITS / 729 SF
# OF 2 BEDROOM/ MINIMUM UNIT SIZE	43 UNITS / 987 SF 64 UNITS / 1026 SF 2 UNITS / 1156 SF
# OF 3 BEDROOM/ MINIMUM UNIT SIZE	6 UNITS / 1320 SF
TOTAL UNIT COUNT	222
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	
STUDIO AND 1 BEDROOM	1.5 SPACES PER DWELLING UNIT
2 BEDROOM	2 SPACES PER DWELLING UNIT
3 BEDROOM	2 SPACES PER DWELLING UNIT
GUEST PARKING	0.25 SPACES PER UNIT
REQUIRED PARKING(# SPACES)	447
PROVIDED SPACES(# SPACES)	454
ACCESSIBLE PARKING REQUIRED (#SPACES)	12
ACCESSIBLE PARKING PROVIDED (#SPACES)	19
A MINIMUM OF 179 OF THE PARKING SPACES MUST BE COVERED. OF THE 179 SPACES, THERE MUST BE A MINIMUM OF 23 GARAGES SPACES.	

ANNA SITE DATA TABLE	
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EACH ADDITIONAL BEDROOM OVER 1 BEDROOM = 300 SF OPEN SPACE	21,600 SF
TOTAL OPEN SPACE REQUIRED	111,600 SF
OPEN SPACE AREA PROVIDED	
SITE LANDSCAPE	97,291 SF
SITE AMENITIES	41,448 SF
TOTAL OPEN SPACE PROVIDED	138,739 SF

PROPOSED PERIMETER FENCE TO BE CONSTRUCTED WITH METAL & MASONRY PILASTER

STORM WATER MANAGEMENT FOR PHASE 2 IS ACCOUNTED THROUGH TWO DETENTION PONDS DESIGNED AS PART OF THE PHASE 1 LOCATED NORTH OF THE SUBJECT SITE. STORM WATER WILL BE CONVEYED USING STORM DRAINS LOCATED AT THE NORTHEAST AND NORTHWEST CORNERS OF THE PROPERTY.

APPROVED
JUNE 28, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
JUNE 6, 2022
P&Z COMMISSION
CITY OF ANNA

REVISION	DESCRIPTION	DATE

CONCEPT PLAN

ANNA TOWN SQUARE ADDITION
LOT 2, BLOCK A
11.09 ACRES
GRANDERSON STARK SURVEY, ABST. 798
CITY OF ANNA, COLLIN COUNTY, TX 75409

Bowman

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TBPE Firm Registration No. F-14309

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Phone: (972) 497-2990
Fax: (512) 327-4062
www.bowman.com

DESIGN	DRAWN	CHKD	DATE:	JOB No.	SHEET
BB	MP	RS	4/28/2022	XXXXXX-XX-XXX	

ENGINEER

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Contact: Todd Finley

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Contact: Herb Meeks

ARCHITECT

GSR ANDRADE
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Dallas, Texas 75226
[Phone] 214.824.7040
Contact: Welly Supangat

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF RYAN C. SAFFORD, P.E. ON APRIL 29, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PRELIMINARY NOT FOR CONSTRUCTION

CITY OF ANNA

PLANNING & ZONING COMMISSION

June 6, 2022

Public Hearing: Zoning – PD-MF-2 (The Grand at Anna Town Square, Phase II)

Applicant: Grand at Anna II Owner, LLC

DESCRIPTION:

Request to amend standards for multiple-family residence development within portions of Subdistrict I & H of the existing Planned Development on one lot on 11.1± acres located on the west side of Finley Boulevard, 510± feet south of Florence Way. The property is currently zoned Planned Development (Ord. No. 129-2004 & Ord. No. 627-2013).

REMARKS:

The subject property is located within portions of District I (Southern Town Center Adjacency Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow three stories or 50 fifty-foot tall, multiple-family residence by-right. Similar to the property and zoning to the north, staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request. Additionally, the applicant is requesting the same MF-2 Multiple-Family Residential – High Density (MF-2) development standards pertaining to parking, fencing, and refuse facilities that were previously granted for the property to the north (Ord. No. 943-2021) on September 28, 2021.

A concept plan, Anna Town Square Addition, Block A, Lot 2, accompanies this request.

Surrounding Land Uses and Zoning

North	Proposed multiple-family residences (The Grand at Anna Town Square)
East	Across Finley Boulevard, proposed multiple-family residences (Serenity at the Square) and Common Area lot (Anna Crossing, Phase 1A).
South	Single-family residence, detached zoned Single-Family Residence – Large Lot.
West	D.A.R.T. R.O.W. and Common Area Lot (Anna Town Square Detention Pond)

Proposed Planned Development Stipulations

Design Standards – The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25

spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce only the required parking for one-bedroom and studio units to 1.5 space and reduce the amount of covered parking to 40%.
- The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along any perimeter not abutting a public right-of-way the site will include a 20-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – Rather than have multiple dumpsters, the application is proposing one compactor on-site and utilize a valet waste service to collect residents' trash directly on scheduled days.

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

ISSUES:

Parking: The applicant is requesting to reduce the amount of parking allocated for 1-bedroom and studio units to 1.5 per unit while maintaining requirements for larger units and guest parking. Additionally, the applicant is requesting to reduce the amount of covered parking from 75% to 40%.

Screening Fence: To soften the visual appearance between the multiple-family residence development and surrounding residential developments (both multiple-family) the applicant is requesting to install wrought iron fencing with masonry columns rather than a solid masonry wall. Additionally, along property boundaries not abutting street R.O.W., the applicant is proposing a 20-foot-wide landscape buffer comprised of trees planted staggered at 25-foot centers.

Refuse Facility: Rather than having multiple dumpster locations that could be in close proximity to neighboring developments, the applicant is requesting to install one trash compactor and utilize a valet waste service to collect residents' trash directly on scheduled days.

SUMMARY:

Request to rezone 11.1± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family-

High Density (PD-MF-2) with modified development standards for multiple-family residences on one lot.

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

RECOMMENDATION:

If the Planning & Zoning Commission is in agreement with the proposed amendments as presented by the applicant the Commission should include the following restrictions as part of their motion.

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 MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

A. Maximum height (feet): 50 feet (3-story)

B. Maximum number of units: 222

C. Parking: A minimum of 1.5 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.

D. Covered Parking: 40% of the required unit parking must be covered to include garages.

E. Perimeter Fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:

- i. Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.
- ii. 20-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.

F. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents' trash directly on scheduled days.

3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

4. The Concept Plan will expire after two (2) years of approval.

The Grand at Anna Town Square Phase 2 – Zoning Standard Amendments

Parking Ratio

MF-2 Standard	Proposed Parking
Calls for 2 spaces per dwelling unit; plus 75% of the parking must be covered; an additional 0.25 spaces per unit for visitor parking is required.	- One-half (1.5) spaces per one-bedroom and studio units, two (2) spaces per two or more-bedroom units. With this ratio and our unit mix, we would need 369 parking spaces. Our concept site plan has 440 parking spaces which includes tandem spaces and 18 handicap spaces. - Our justification for this amendment is based on actual unit mix. We have a much larger percent of 1 and 2 bedrooms in our unit mix. Our historical data and experience indicate our development will have more than adequate parking. - Studios = 3 1 Bedroom = 147 2 Bedroom = 68 3 Bedroom = 6 - We are proposing to have 148 covered spaces out of the proposed required parking (369 spaces). This is approximately 40% covered spaces which includes a minimum of 24 garages. - In our experience 30% to 40% covered spaces is the max that residents will rent. Covered parking should be based on market demand since these cost for these improvements must be passed on to the residents.

Unit Size

MF-2 Standard	Proposed Minimum Unit Size
According to staff, the city does not have any ordinance that regulates unit size for multi-family dwelling units.	- Studio minimum unit size: 575 SF 1 bedroom minimum unit size: 648 SF 2 bedroom minimum unit size: 1026 SF 3 bedroom minimum unit size: 1,320 SF

Screening Fence

MF-2 Standard	Proposed Screening Fence
8' tall masonry border fence along property line not abutting a public street or right of way.	- Perimeter fence to be constructed with metal and masonry pilaster. - Justification: Our site is surrounded by public street and right of way on two sides. The other two sides are surrounded by multi-family zoning.



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Anna Town Square Addition, Block A, Lot 2 Concept Plan (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-Family Residences and commercial on 11.1± acres located on the west side of Finley Boulevard, 510± feet south of Florence Way.

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. The concept plan complies with the zoning districts area regulations as requested by the zoning case.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended for approval (4-2) subject to City Council approval of the zoning request.

ATTACHMENTS:

1. Anna Town Square Block A Lot 2 Concept Plan Locator Map
2. RESOLUTION- CP (The Grand at Anna Town Square, BL A, Lt 2)
3. Exhibit A (CP) Anna Town Square, BL A, Lt 2

APPROVALS:

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

Created/Initiated - 6/17/2022
Approved - 6/20/2022
Final Approval - 6/23/2022

Concept Plan - Anna Town Square Addition, Block A, Lot 2



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR THE GRAND AT ANNA TOWN SQUARE, BLOCK A, LOT 2.

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, Grand at Anna II Owner, LLC, has submitted an application for the approval of the Concept Plan for The Grand at Anna Town Square, Block A, Lot 2; 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 The Grand at Anna Town Square, Block A, Lot 2 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of June 2022.

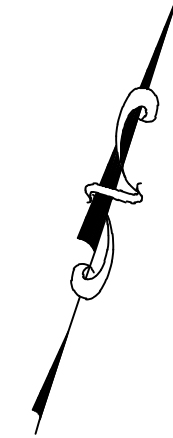
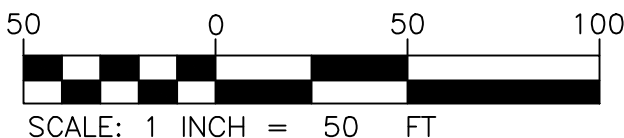
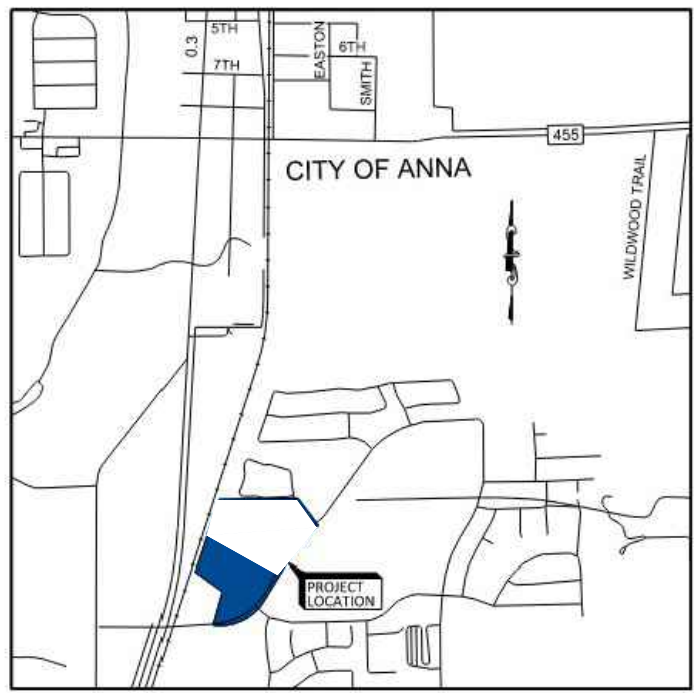
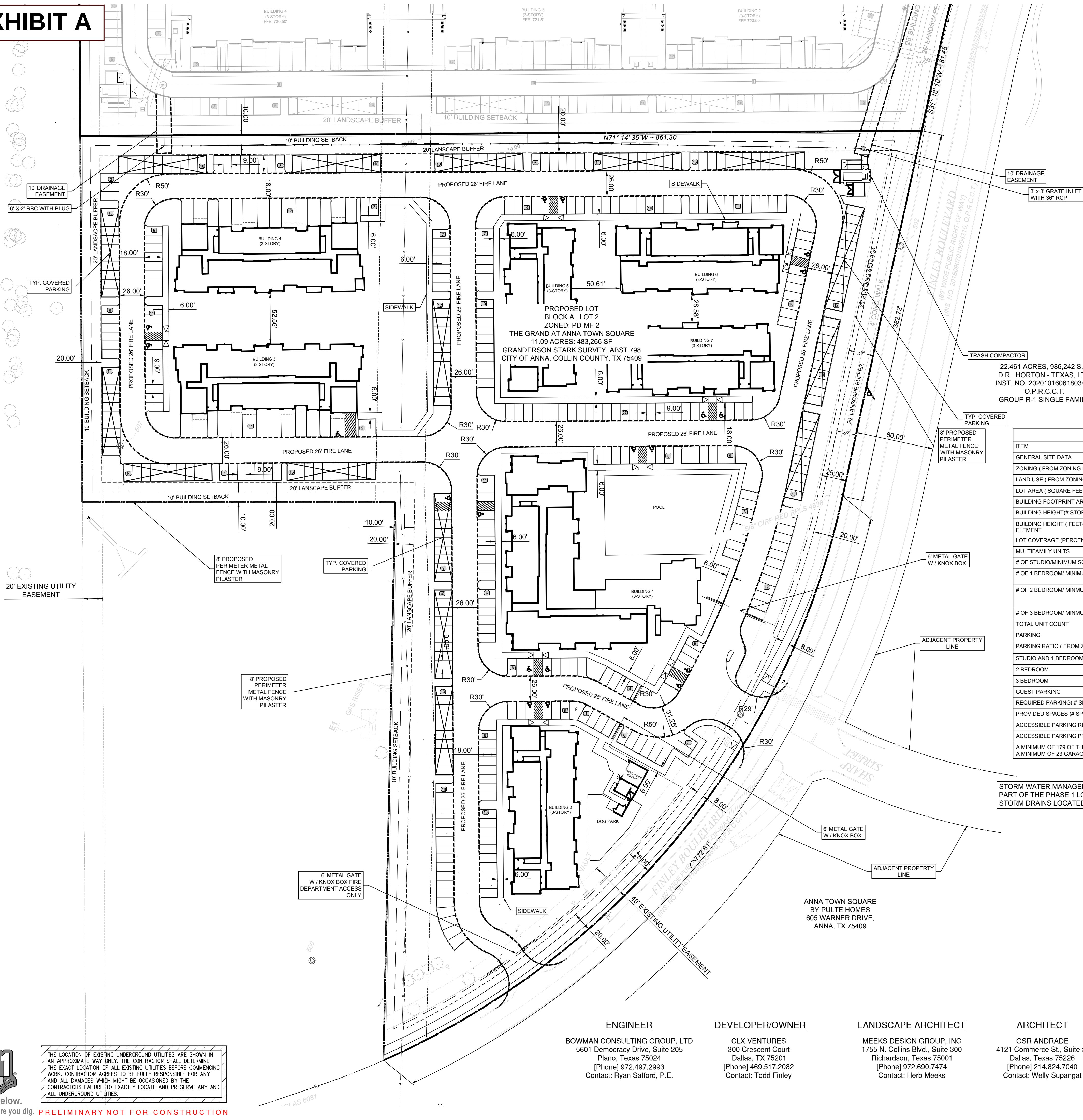
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

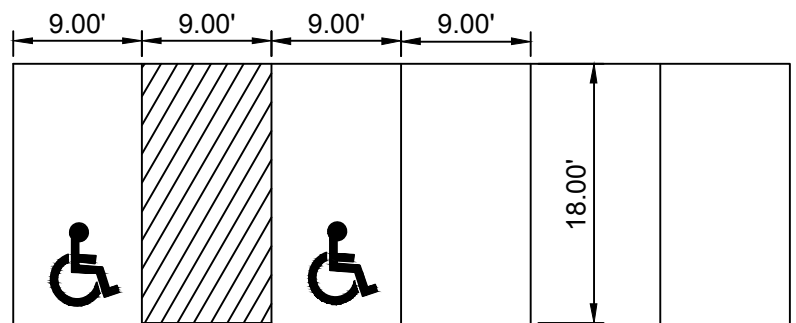
Mayor, Nate Pike

EXHIBIT A



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APPROVED
JUNE 28, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
JUNE 6, 2022
P&Z COMMISSION
CITY OF ANNA

REVISION	DESCRIPTION	DATE

CONCEPT PLAN

ANNA TOWN SQUARE ADDITION
LOT 2, BLOCK A
11.09 ACRES
GRANDERSON STARK SURVEY, ABST. 798
CITY OF ANNA, COLLIN COUNTY, TX 75409

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DESIGN	DRAWN	CHKD	DATE:	JOB No.	SHEET
BB	MP	RS	4/28/2022	XXXXXX-XX-XXX	



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Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action on adding an Optional Homestead Property Tax Exemption.
(City Manager Jim Proce)

SUMMARY:

FINANCIAL IMPACT:

There are almost 3,700 homesteads in the City of Anna for Tax Year 2022 / Fiscal Year 2023. If a 1% / minimum \$5,000 exemption is granted, the benefit to those neighbors would average \$29 per homestead. The loss in revenue to the City would be approximately \$100,000.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Any taxing unit, including a city, county, school district or special district, has the option of deciding locally to offer a residence homestead exemption of up to 20 percent of a property's appraised value. Such an exemption must be adopted by ordinance or resolution prior to July 1 if it is to apply to a given tax year. Once adopted, the exemption need not be re-adopted every year. The minimum application of the exemption to any property is \$5,000.

In order for a property owner to qualify for the general residence homestead exemption, the owner must have an ownership interest in the property and occupy the property as the owner's principal residence.

ATTACHMENTS:

1. General Optional Homestead Tax Exemption Ordinance

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING ARTICLE 2.03 OF THE ANNA CITY CODE OF ORDINANCES TO ADOPT A PARTIAL EXEMPTION FROM AD VALOREM TAXES FOR RESIDENTIAL HOMESTEADS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas is a duly formed home-rule municipality; and

WHEREAS, Texas Tax Code § 11.13(n) allows a municipality to adopt an exemption for residential homesteads that is in addition to the residential homestead exemption set forth in other subsections of said statute; and

WHEREAS, under the City of Anna Home Rule Charter § 7.19(b), the City has the power to grant tax exemptions in accordance with the laws of the State of Texas; and

WHEREAS, this exemption shall apply in all subsequent tax years unless and until the City repeals the exemption; and

WHEREAS, the City Council of the City of Anna, Texas finds that the exemption adopted under this ordinance is in the best interest of the citizens of the City of Anna, Texas;

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

Section 1. Recitals Incorporated.

The above-referenced recitals are incorporated herein as the findings of the City Council as if set forth in full.

Section 2. Code amended; exemption adopted.

2.01 The Anna City Code of Ordinances is hereby amended to add a new Section 2.03.032 to read as follows:

Article 3.02 TAXATION

[. . .]

Division 2. Property Tax

[. . .]

Sec. 2.03.032 Residential Homestead Exemption

(a) Homestead exemption granted. Upon compliance with all requirements of this section and all other applicable laws and resolutions, % of the assessed value of residence homestead of an individual shall be exempt from ad valorem taxes levied by the city. If the percentage set herein produces an exemption in a tax year of less than five thousand dollars (\$5,000.00) when applied to a particular residence homestead, the individual is entitled to an exemption of five thousand dollars (\$5,000.00) of appraised value.

(b) Effective date; duration. The exemption granted by this section shall be effective as to such residence homesteads as may qualify hereunder commencing with the 2022 tax year. The exemption shall remain in effect from year to year unless and until it is repealed by ordinance adopted by the City Council.

(c) Limitations of exemption. The exemption authorized hereby shall extend only to a residential homestead as same may be defined by the laws of the state. Such exemptions shall be allowed only if the property in question is in fact a residential homestead of the individual during the tax year and the individual has otherwise complied with all applicable laws and regulations.

Section 3. Savings, Severability and Repealing Clauses.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect

the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause, and phrase be declared unconstitutional or invalid.

Section 4. Publication of the Caption Hereof and Effective Date.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Anna, Texas, this 28th day of June 2022.

ATTESTED:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022

Staff Contact: Alan Guard

AGENDA ITEM:

Consider/Discuss/Action on a Plan of Finance for the issuance of General Obligation Bonds, Series 2022, and Certificates of Obligation, Series 2022. (Finance Director Alan Guard)

SUMMARY:

The City's Financial Advisors will provide a presentation with a plan of finance for General Obligation (GO) bonds and Certificate Of Obligation (CO) for Council consideration. GO bonds are being considered for the continuation of the 2021 voter-approved bond program, COs are being considered for the expansion and construction of the wastewater treatment plant. The presentation will include proposed projects and a schedule for the sale.

The City Council will consider an ordinance authorizing the issuance of the bonds and the certificate of obligation in August.

FINANCIAL IMPACT:

The financial impacts will be discussed in the presentation by the City's Financial Advisors, Hilltop Securities.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Anna - Great Place to Live

Goal 3: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing Professional City

STAFF RECOMMENDATION:

Move to adopt the plan of finance, directing staff and consultants to implementation.

ATTACHMENTS:

1. Anna, TX GO CO Series 2022 Plan of Finance
2. Anna TX GO COs Series 2022 Timeframe

APPROVALS:

Alan Guard, Director of Finance

Created/Initiated - 6/17/2022

Jim Proce, City Manager

Final Approval - 6/23/2022



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Funding of Fire Station, Community Library, Recreational Facilities and Water & Sewer Improvements

Plan of Finance

June 28, 2022

City of Anna, Texas

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Summer 2022 Bond Issuance Program (1 of 3)

Objectives

- **Funding of Fire Station, Community Library, Recreational Facilities and Water & Sewer Improvements**

General Obligation Bonds, Series 2022		
<u>Project</u>	<u>Amount</u>	<u>Repayment Source</u>
Fire Station (Proposition A)	\$3,640,000	Debt Service (I&S Tax)
Community Library (Proposition B)	\$5,000,000	Debt Service (I&S Tax)
<u>Recreational Facilities (Proposition C)</u>	<u>\$24,130,000</u>	<u>Debt Service (I&S Tax)</u>
Total Funding	\$32,770,000	

Combination Tax & Revenue Certificate of Obligation, Series 2022		
<u>Project</u>	<u>Amount</u>	<u>Repayment Source</u>
Water & Sewer Improvements	\$65,000,000	Water & Sewer System Revenues
Total Funding	\$65,000,000	

Summer 2022 Bond Issuance Program (2 of 3)

New Money Debt Issuance Detail

General Obligation Bonds, Series 2022

- **Amortization/Repayment Period:** 20 Years
- **Target Debt Service Tax Rate:** \$0.1400 per \$100 as of Tax Year 2022 and thereafter
- **Growth Assumptions:** Preliminary estimates indicate 37% of growth in City's tax base. Conservative growth assumptions utilized thereafter for illustration purposes.
- **Repayment Source:** City's Debt Service (I&S) Property Tax Rate
- **Budgeted All-in True Interest Cost:** 4.60%⁽¹⁾

Combination Tax & Revenue Certificates of Obligation, Series 2022

- **Amortization/Repayment Period:** 25 Years
- **Repayment Source:** City's Water & Sewer System Revenues
- **Utility Rate Impact:** No impact to the City's existing utility rates is expected with this issuance
- **Budgeted All-in True Interest Cost:** 4.83%⁽¹⁾

(1) Assumes "Aa2" Rated Non-Bank Qualified Interest Rates + 0.50% as of 6/17/2022. **Subject to Change at Anytime.**

Sale Process

- **Texas AG reviewed and approved debt**
- **Credit Rating:** “Aa2” by Moody’s Rating Service Rating (current City GO rating)
 - City will work with Financial Advisor and explore a second rating from Standard & Poor’s or Fitch Ratings
 - There continues to be significant investor demand for high credit Texas Municipal issues and given the size of this year’s bond program an additional rating would benefit the bond sale process
- **Structure:** Wrap debt service around existing debt service to minimize impact of new debt
- **Tax Exempt Fixed Interest Rates:** Subsequent analysis assumes “Aa2” Rated Non-Bank Qualified Interest Rates + 0.50% as of 6/17/2022. **Subject to Change at Anytime.**

Preliminary Sources and Uses of Funds

	<i>Debt Service (I&S Tax) Supported</i>	<i>Water & Sewer System Revenues Supported</i>	
SOURCES OF FUNDS	General Obligation Bonds, Series 2022	Certificates of Obligation, Series 2022	TOTAL
Par Amount	\$ 30,290,000	\$ 60,635,000	\$ 90,925,000
Premium	2,955,788	5,179,734	8,135,522
Total Sources of Funds	\$ 33,245,788	\$ 65,814,734	\$ 99,060,522

USES OF FUNDS	General Obligation Bonds, Series 2022	Certificates of Obligation, Series 2022	TOTAL
Project Fund Deposit	\$ 32,773,758	\$ 65,000,000	\$ 97,773,758
Financing Costs ⁽¹⁾	472,030	814,734	1,286,764
Total Uses of Funds	\$ 33,245,788	\$ 65,814,734	\$ 99,060,522

(1) Includes underwriter's discount. **Budgeted for purposes of illustration and subject to change.**

Preliminary 2022 Bond Program Cash Flows

Debt Service (I&S Tax) Supported



A	B	C	D	E	F	G	H	I	J
Fiscal Year Ending 9/30	Estimated Growth Factor ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Net Tax-Supported General Obligation Debt Service	\$30,290,000 General Obligation Bonds, Series 2022 All-in True Interest Cost = 4.60% ⁽³⁾			Less: I&S Debt Service Funds on Hand ⁽⁴⁾	NET NEW Tax-Supported General Obligation Debt Service	Required Debt Service (I&S) Tax Rate ⁽⁵⁾
				Principal	Interest	Total D/S			
2022	20.78%	\$ 1,775,593,806	\$ 2,065,636	\$ -	\$ -	\$ -	\$ -	\$ 2,065,636	\$ 0.1187
2023	37.25%	2,437,000,000	2,061,809	-	1,503,983	1,503,983	222,439	3,343,352	0.1400
2024	18.56%	2,889,250,000	2,279,067	-	1,665,950	1,665,950	-	3,945,017	0.1393
2025	14.00%	3,293,762,500	2,279,436	450,000	1,653,575	2,103,575	-	4,383,011	0.1358
2026	12.90%	3,718,500,625	2,277,238	1,090,000	1,611,225	2,701,225	-	4,978,463	0.1366
2027	11.99%	4,164,475,656	2,275,675	1,150,000	1,549,625	2,699,625	-	4,975,300	0.1219
2028	3.50%	4,310,232,304	2,277,300	1,215,000	1,484,588	2,699,588	-	4,976,888	0.1178
2029	3.50%	4,461,090,435	2,281,500	1,285,000	1,415,838	2,700,838	-	4,982,338	0.1140
2030	3.50%	4,617,228,600	2,672,825	1,360,000	1,343,100	2,703,100	-	5,375,925	0.1188
2031	3.50%	4,778,831,601	2,670,825	1,435,000	1,266,238	2,701,238	-	5,372,063	0.1147
2032	3.50%	4,946,090,707	2,666,525	1,515,000	1,185,113	2,700,113	-	5,366,638	0.1107
2033	3.50%	5,119,203,882	2,667,000	1,600,000	1,099,450	2,699,450	-	5,366,450	0.1070
2034	3.50%	5,298,376,018	2,673,175	1,695,000	1,008,838	2,703,838	-	5,377,013	0.1036
2035	3.50%	5,483,819,178	2,675,300	1,790,000	913,000	2,703,000	-	5,378,300	0.1001
2036	3.50%	5,675,752,850	2,671,850	1,890,000	811,800	2,701,800	-	5,373,650	0.0966
2037	3.50%	5,874,404,199	2,666,100	2,000,000	704,825	2,704,825	-	5,370,925	0.0933
2038	3.50%	6,080,008,346	2,667,900	2,115,000	591,663	2,706,663	-	5,374,563	0.0902
2039	3.50%	6,292,808,638	2,373,100	2,230,000	472,175	2,702,175	-	5,075,275	0.0823
2040	3.50%	6,513,056,941	2,371,850	2,355,000	346,088	2,701,088	-	5,072,938	0.0795
2041	3.50%	6,741,013,934	2,373,250	2,490,000	212,850	2,702,850	-	5,076,100	0.0768
2042	3.50%	6,976,949,421	2,376,625	2,625,000	72,188	2,697,188	-	5,073,813	0.0742
2043	3.50%	7,221,142,651	2,371,919	-	-	-	-	2,371,919	0.0335
2044	3.50%	7,473,882,644	2,369,644	-	-	-	-	2,369,644	0.0324
2045	3.50%	7,735,468,536	2,369,644	-	-	-	-	2,369,644	0.0313
2046	3.50%	8,006,209,935	2,371,719	-	-	-	-	2,371,719	0.0302
2047	3.50%	8,286,427,283	1,911,000	-	-	-	-	1,911,000	0.0235
2048	3.50%	8,576,452,238	1,912,500	-	-	-	-	1,912,500	0.0228
			\$ 64,630,411	\$ 30,290,000	\$ 20,912,108	\$ 51,202,108	\$ 222,439	\$ 115,610,079	

- (1) Tax Year 2021 / FY 2022 actual values and Tax Year 2022 / FY 2023 preliminary values as provided by Collin CAD.
Future growth assumptions as provided by City through Fiscal Year 2027.
- (2) Assumes 3.5% growth from FY 2028 through FY 2048 as provided by City Staff.
- (3) Assumes "AA" Rated Non Bank Qualified Interest Rates + 0.50% as of 6/17/2022. **Subject to Change at Anytime.**
- (4) Assumes use of \$222,439 Budgeted Debt Service Fund Balance as presented in the City's FYE 2022 Budget.
- (5) FY 2022 is actual. Subsequent Debt Service (I&S) Tax Rates calculated assuming 98% collections.
- (6) Includes Underwriter's Discount. **Subject to Change.**

Preliminary 2022 Bond Program Cash Flows

Water & Sewer System Revenues Supported

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>
FYE	NET Revenue Available for D/S ⁽¹⁾	Existing GTUA Anna/Melissa Project D/S	Existing GTUA Collin/Grayson Project D/S	Existing GO W&S Rev Supported D/S	TOTAL Existing W&S Supported D/S	Existing D/S Coverage	\$60,635,000 Combination Tax & Revenue Certificates of Obligation, Series 2022 <i>All-in True Interest Cost = 4.83%⁽²⁾</i>			<i>Projected</i> Total W&S Rev Supported	<i>Projected</i> D/S Coverage	<i>Surplus/</i> (Deficit) Cash
30-Sep							Principal	Interest	Total D/S	D/S		
2022	\$ 13,482,517	\$ 321,223	\$ 343,562	\$ 1,251,015	\$ 1,915,800	7.04x			\$ -	\$ 1,915,800	7.04x	\$ 11,566,717
2023	13,482,517	321,655	343,408	1,252,150	1,917,213	7.03x	-	3,010,696	3,010,696	4,927,909	2.74x	8,554,608
2024	13,482,517	321,645	344,297	1,254,440	1,920,382	7.02x	920,000	3,309,625	4,229,625	6,150,007	2.19x	7,332,510
2025	13,482,517	321,120	343,726	1,251,465	1,916,311	7.04x	975,000	3,257,513	4,232,513	6,148,823	2.19x	7,333,694
2026	13,482,517	330,070	343,961	1,243,376	1,917,407	7.03x	1,030,000	3,202,375	4,232,375	6,149,782	2.19x	7,332,735
2027	13,482,517	173,245	343,295	1,404,638	1,921,177	7.02x	1,085,000	3,144,213	4,229,213	6,150,390	2.19x	7,332,127
2028	13,482,517	171,765	343,302	1,405,788	1,920,855	7.02x	1,145,000	3,082,888	4,227,888	6,148,742	2.19x	7,333,775
2029	13,482,517	-	343,935	1,576,475	1,920,410	7.02x	1,210,000	3,018,125	4,228,125	6,148,535	2.19x	7,333,982
2030	13,482,517	-	326,948	1,590,951	1,917,900	7.03x	1,280,000	2,949,650	4,229,650	6,147,550	2.19x	7,334,967
2031	13,482,517	-	327,337	1,592,405	1,919,742	7.02x	1,355,000	2,877,188	4,232,188	6,151,929	2.19x	7,330,588
2032	13,482,517	-	328,354	1,591,286	1,919,640	7.02x	1,430,000	2,800,600	4,230,600	6,150,240	2.19x	7,332,277
2033	13,482,517	-	326,159	1,570,295	1,896,454	7.11x	1,535,000	2,719,063	4,254,063	6,150,517	2.19x	7,332,000
2034	13,482,517	-	327,040	432,756	759,796	17.74x	1,810,000	2,627,075	4,437,075	5,196,871	2.59x	8,285,646
2035	13,482,517	-	325,884	-	325,884	41.37x	2,360,000	2,512,400	4,872,400	5,198,284	2.59x	8,284,233
2036	13,482,517	-	326,514	-	326,514	41.29x	2,490,000	2,379,025	4,869,025	5,195,539	2.60x	8,286,978
2037	13,482,517	-	327,500	-	327,500	41.17x	2,630,000	2,238,225	4,868,225	5,195,725	2.59x	8,286,792
2038	13,482,517	-	219,397	-	219,397	61.45x	2,890,000	2,086,425	4,976,425	5,195,822	2.59x	8,286,695
2039	13,482,517	-	221,112	-	221,112	60.98x	3,055,000	1,922,938	4,977,938	5,199,049	2.59x	8,283,468
2040	13,482,517	-	219,597	-	219,597	61.40x	3,230,000	1,750,100	4,980,100	5,199,697	2.59x	8,282,820
2041	13,482,517	-	-	-	-	n/a	3,635,000	1,561,313	5,196,313	5,196,313	2.59x	8,286,205
2042	13,482,517	-	-	-	-	n/a	3,840,000	1,355,750	5,195,750	5,195,750	2.59x	8,286,767
2043	13,482,517	-	-	-	-	n/a	4,060,000	1,138,500	5,198,500	5,198,500	2.59x	8,284,017
2044	13,482,517	-	-	-	-	n/a	4,290,000	908,875	5,198,875	5,198,875	2.59x	8,283,642
2045	13,482,517	-	-	-	-	n/a	4,530,000	666,325	5,196,325	5,196,325	2.59x	8,286,192
2046	13,482,517	-	-	-	-	n/a	4,790,000	410,025	5,200,025	5,200,025	2.59x	8,282,492
2047	13,482,517	-	-	-	-	n/a	5,060,000	139,150	5,199,150	5,199,150	2.59x	8,283,367
	\$ 1,960,723	\$ 6,025,328	\$ 17,417,040	\$ 25,403,090			\$ 60,635,000	\$ 55,068,059	\$ 115,703,059	\$ 141,106,149		

Notes:

(1) Audited as of Fiscal Year 2021.

(2) Assumes "AA" rated non bank qualified interest rates plus 0.50% as of June 17, 2022. **Subject to Change at Anytime.**

(3) Includes Underwriter's Discount. **Subject to Change.**

Schedule of Events

June 28, 2022 – Regular City Council Meeting

- 1) Presentation of Plan of Finance to City Council to issue General Obligation Bonds and Certificates of Obligation
- 2) City Council authorizes City Staff to move forward with the Plan of Finance
- 3) City Council approves a Resolution to Authorize publication of a Notice of Intent to issue Certificates of Obligation

August 23, 2022 – Regular Council Meeting

- 1) Pricing of the Bonds and the Certificates
- 2) City Council considers and approves Ordinance Authorizing the Issuance of the Bonds and the Certificates

Prior to Closing – Attorney General Approves Sale

September 20, 2022

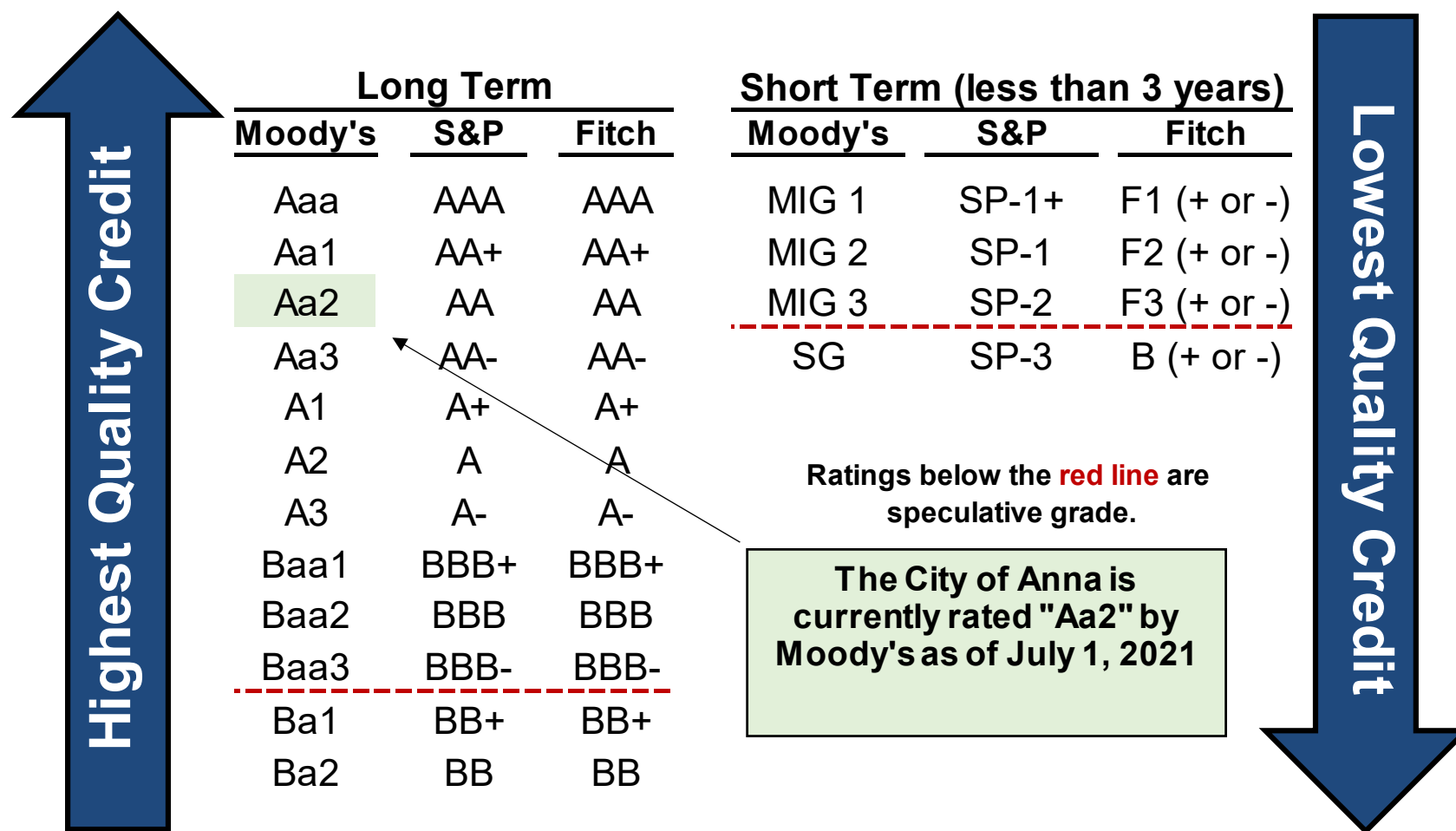
- 1) Closing of the Bonds and the Certificates and delivery of funds to the City

Questions, Discussion and Next Steps

Appendix A

Credit Rating

Credit Rating



Credit Rating – Moody’s Upgrade to “Aa2”

Moody’s Investors Service has upgraded the City of Anna, TX’s issuer and general obligation limited tax (GOLT) ratings to Aa2 from Aa3.

“The Aa2 issuer rating reflects the maintenance of strong and stable operating reserves and manageable leverage at a time of very rapid economic expansion. The city’s tax base has doubled since 2017, driven by strong demand for residential housing and supported by ample land availability, access to employment opportunities throughout the Dallas-Fort Worth metroplex, and healthy resident income indices...”

“The city’s operating reserves are likely to remain strong given the city’s use of multi-year forecasting and a conservative formal reserve policy. While debt issuance is likely given the city’s rapid growth, management’s use of public improvement districts and already limited exposure to pension liabilities are expected to maintain manageable leverage...”

RATING OUTLOOK – Stable Outlook

“The stable outlook reflects our belief that the city will maintain strong credit fundamentals during this period of intense growth given sound financial policies and limited debt plans...”

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Continued economic expansion while maintaining strong operating reserves
- Moderation of debt levels

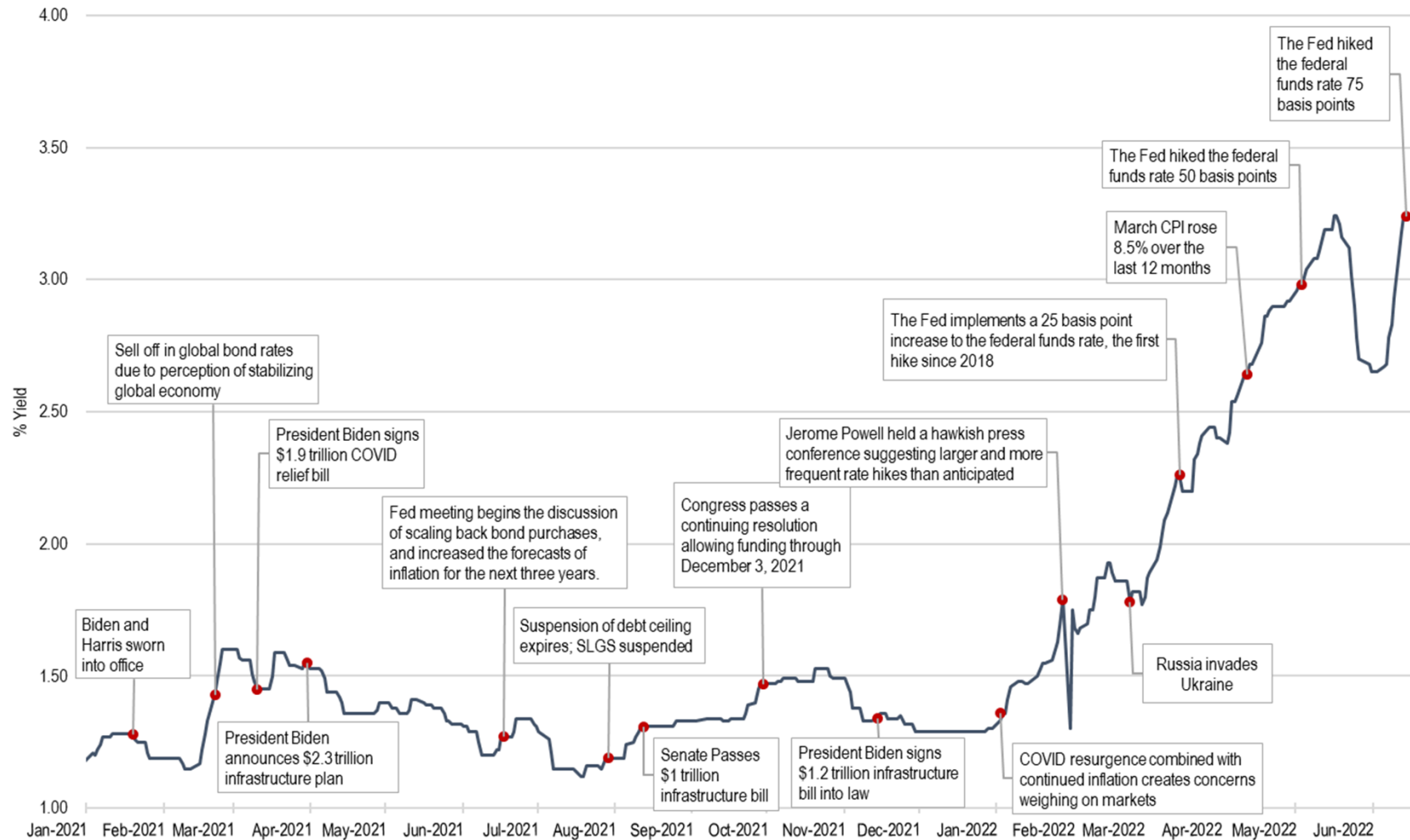
MOODY’S
INVESTORS SERVICE

Appendix B

Municipal Market Update

Change in 20-Year MMD

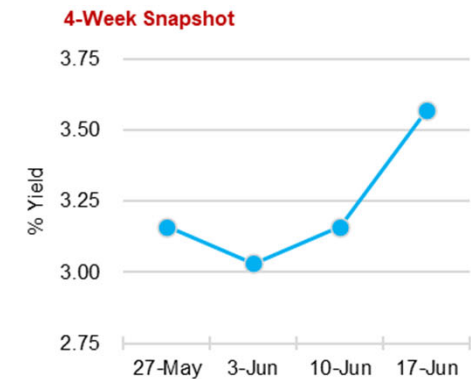
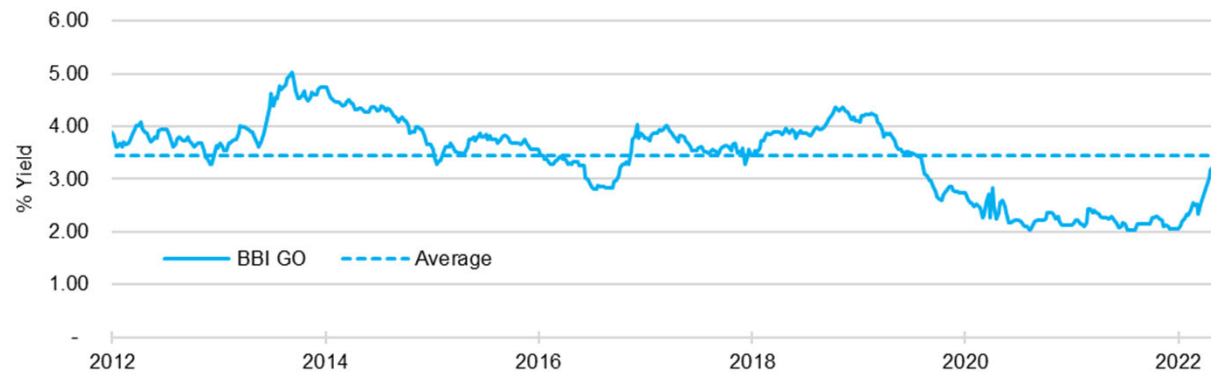
Change in 20-Year MMD with Market Commentary – 1/1/21 to 6/17/22



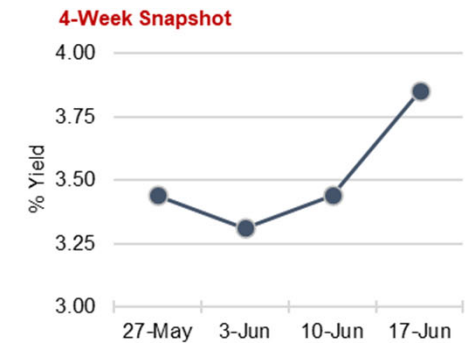
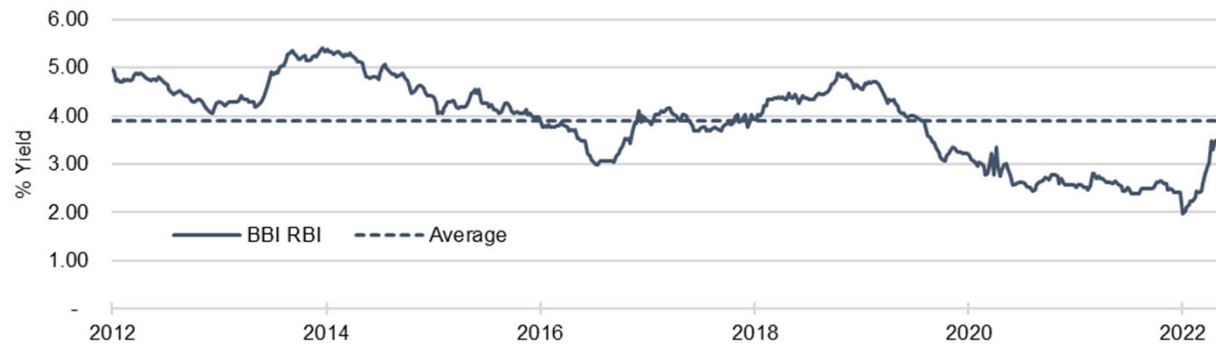
Source: Thomson Reuters Municipal Market Data and HilltopSecurities

Tax-Exempt Market Overview | The Bond Buyer

The Bond Buyer 20-Bond General Obligation Index – 1/1/12 to 6/17/22



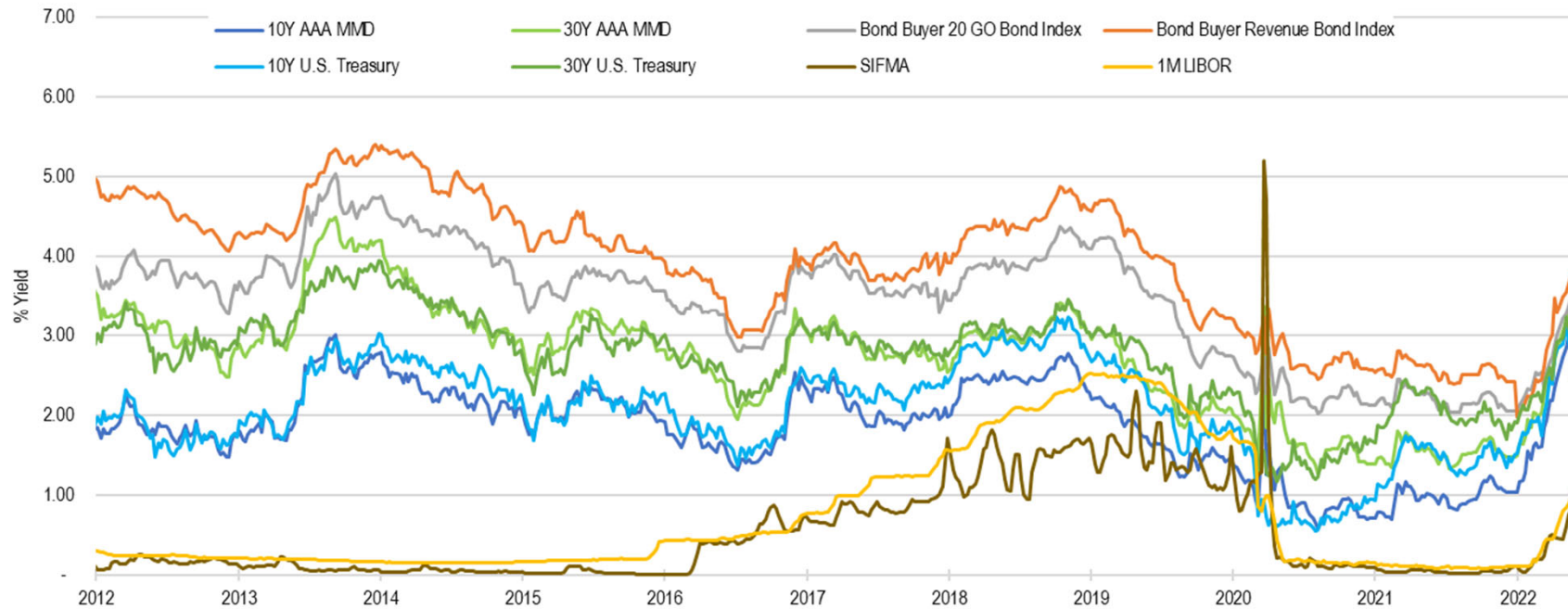
The Bond Buyer Revenue Bond Index – 1/1/12 to 6/17/22



Source: The Bond Buyer

Weekly Benchmark Interest Rates

Benchmark Interest Rates – 1/1/12 to 6/17/22



Rates Analysis – 1/1/12 to 6/17/22

	10Y AAA MMD	30Y AAA MMD	Bond Buyer 20 GO Bond Index	Bond Buyer Revenue Bond Index	10Y U.S. Treasury	30Y U.S. Treasury	SIFMA	1M LIBOR
Current	2.91	3.38	3.57	3.85	3.25	3.30	0.97	1.63
Maximum	3.01	4.49	5.03	5.40	3.25	3.94	5.20	2.52
Minimum	0.58	1.27	2.02	1.97	0.55	1.17	0.01	0.07
Average	1.84	2.70	3.44	3.90	2.05	2.73	0.50	0.72
% Time Lower	98.9%	89.2%	45.1%	39.1%	99.8%	86.6%	78.3%	80.6%

Source: Refinitiv Municipal Market Data, U.S. Treasury and Bloomberg



CITY OF ANNA, TX

Approx. \$_____ General Obligation Bonds, Series 2022
Approx. \$_____ Combination Tax & Revenue Certificates of Obligation, Series 2022

Schedule of Events as of 6/3/2022

Jun-22						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

HOLIDAY

Jul-22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

HOLIDAY

Aug-22						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sep-22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

HOLIDAY

Date	Event	Responsible Party
Tuesday, 06/28/22	Presentation of Plan of Finance to City Council	City Staff / FA
	City Council directs staff and consultants to implement Plan of Finance to issue General Obligation Bonds (the "Bonds") and Certificates of Obligation (the "Certificates")	Council
	City Council approves a Resolution to Authorize publication of a Notice of Intent to issue Certificates of Obligation	Council
Friday, 07/8/22	1st draft of POS and NOS sent out for comments	FA
TBD by City	First publication of Notice of Intent to issue Certificates of Obligation in the local newspaper and on the City's website (Must be published no later than July 8th)	City Staff
TBD by City	Second publication of Notice of Intent to issue Certificates of Obligation in the local newspaper (Must be published 7 days after 1st publication)	City Staff
Wednesday, 07/20/22	Deadline to provide comments to 1st draft of POS and NOS	City Staff, BC
Friday, 07/22/22	Distribution of 2nd draft POS and NOS to Rating Agency	FA
7/25/2022 - 7/27/2022	Credit rating and due diligence conference calls	All parties
Tuesday, 08/2/22	Deadline to provide comments to 2nd draft of POS and NOS	All parties
Thursday, 08/4/22	Distribution of 3rd draft POS and NOS for final comments	FA
Thursday, 08/11/22	Deadline to provide FINAL comments to POS and NOS	All parties
Friday, 08/12/22	HilltopSecurities receives rating	RA, FA, INS
Tuesday, 08/16/22	POS and NOS posted on I-Deal	FA
Tuesday, 08/23/22	Pricing of the Bonds and the Certificates, Competitive Bids due	UWs / FA
	City Council considers and approves Ordinance Authorizing the Issuance of the Bonds and the Certificates	Council
Wednesday, 08/24/22	Distribution of Final Official Statement	FA
Prior to Closing	Attorney General Approves Sale	AG, BC
Tuesday, 09/20/22	Closing of the Bonds and the Certificates and delivery of funds to the City	UW, BC, PA, EA

Key Actions to be Taken by City Council

Key Actions to be Taken by City Staff

**Preliminary, subject to change.



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Alan Guard
Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action adopting a Resolution directing publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation to provide funds for sewer projects; and resolving other matters relating to the subject. (Finance Director Alan Guard)

SUMMARY:

Staff has been working with its engineering firm on the design of the expansion and construction of the wastewater treatment plant. The cost estimate for the project is approximately \$81 million. The City has current sources of funding of approximately \$16 million from sewer impact fees and PID fees. Staff recommends that \$65 million in Certificates of Obligation be sold to complete construction of the facility. Adoption of the Resolution of Intent is the first step in this process. These would be sold at the same time as the General Obligation Bonds Series 2022 are sold for the voter-approved projects.

FINANCIAL IMPACT:

Future impact to sewer fees will be provided during the budget process. Some of the rate impact will be mitigated by the use of sewer impact fees to make debt payments on the COs.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
GOAL 1 GROWING ANNA ECONOMY
GOAL 2 SUSTAINABLE ANNA COMMUNITY THROUGH PLANNED, MANAGED GROWTH
GOAL 3 ANNA - A GREAT PLACE TO LIVE
GOAL 4 HIGH PERFORMING, PROFESSIONAL CITY

STAFF RECOMMENDATION:

Staff recommends that City Council adopt the Resolution of Intent.

ATTACHMENTS:

1. Notice Resolution (Anna 2022 COs) v1

APPROVALS:

Alan Guard, Director of Finance
Jim Proce, City Manager

Created/Initiated - 6/21/2022
Final Approval - 6/23/2022

RESOLUTION NO. 2022-06-_____

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION TO PROVIDE FUNDS FOR SEWER PROJECTS; AND
RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, the City of Anna (the "City") expects to pay expenditures in connection with the projects described in "Exhibit A" to this Resolution prior to the issuance of the certificates of obligation hereinafter described;

WHEREAS, this City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation;

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. All costs to be reimbursed pursuant hereto will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to

this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
this 28th day of June, 2022.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

[CITY SEAL]

EXHIBIT A

CITY OF ANNA, TEXAS NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR SEWER PROJECTS

NOTICE IS HEREBY GIVEN that the City Council of the City of Anna, Texas, at its meeting to commence at 6:30 P.M. on August 23, 2022, at the Anna ISD Board Room, 201 E. 7th Street Anna, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$66,325,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's sewer system, including wastewater treatment plant and related infrastructure improvements and the acquisition of land and interests in land as necessary therefor; and (ii) legal, fiscal and engineering fees in connection with such projects. The ordinance may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date subsequent to the adoption of the ordinance. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates is February 15, 2047. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$123,380,308. The current principal of all outstanding debt obligations of the City is \$52,593,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$79,760,969. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF ANNA, TEXAS



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 6/28/2022
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve a Resolution in support of the installation of an outdoor Fitness Court at Slayter Creek Park and authorize the City Manager to apply for a \$50,000 grant sponsored by National Fitness Campaign.

SUMMARY:

The City of Anna has an opportunity to apply for a \$50,000 grant to install an outdoor fitness court. The total turnkey cost is \$231,350, or \$181,350 if the City is awarded a grant. The project was presented to the Parks Advisory Board, and they unanimously recommended pursuing the opportunity.

FINANCIAL IMPACT:

The project cost is \$181,350 if a grant is awarded to the City of Anna.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve a Resolution in support of the project and authorizing the City Manager to apply for a grant.

ATTACHMENTS:

1. 2022 NFC Briefing Deck_BCBSTX
2. 4 -USAShade Structure-Fitness Court_2022
3. Resolution in Support of Fitness Court at Slayter Creek Park

APPROVALS:

Dalan Walker, Parks
Jim Proce, City Manager

Created/Initiated - 6/23/2022
Final Approval - 6/23/2022



NATIONAL FITNESS CAMPAIGN

2022 Blue Cross and Blue Shield of Texas Statewide Campaign Briefing



BlueCross BlueShield
of Texas



NATIONAL FITNESS CAMPAIGN
BROUGHT TO YOU BY



WHO WE ARE

National Fitness Campaign is a San Francisco based wellness consulting firm.



WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to build healthy communities.



CAMPAIGN STORY

1979
FITNESS COURT®
INVENTED

1980-2000
CAMPAIGN
EXPANDS

2012
NEW CAMPAIGN &
WORLD CLASS TEAM

2018 - PRESENT
**WELCOMING OUR
500TH HEALTHY
COMMUNITY**

2030
NFC REACHES 10,000
COMMUNITIES

1979

1980

2012

2018

2030



DESIGN TEAM



CAMPAIGN MISSION



OUR MISSION

BUILD HEALTHY COMMUNITIES BY BRINGING PEOPLE OUTSIDE TO MOVE EVERY DAY.

WE MAKE WORLD CLASS FITNESS FREE!



2022 CAMPAIGN OVERVIEW



BlueCross BlueShield
of Texas



NATIONAL FITNESS
CAMPAIGN
FITNESS COURT

A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM

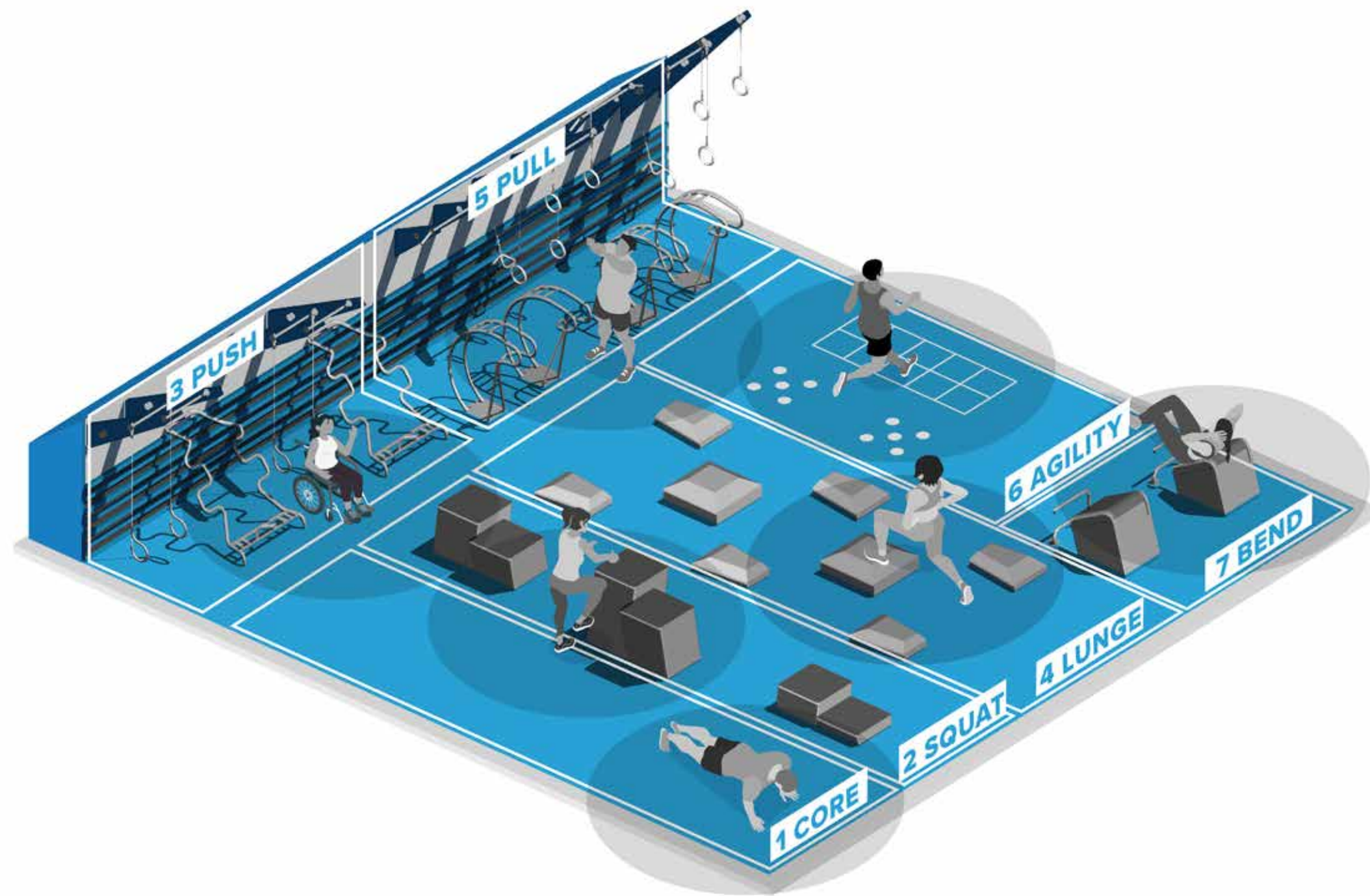




FITNESS COURT®



FITNESS COURT®
WORLDS BEST OUTDOOR GYM



FUNCTIONAL TRAINING SYSTEM
THOUSANDS OF EXERCISES

SCIENTIFICALLY DESIGNED

7 MOVEMENT FULL BODY WORKOUTS



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI



FITNESS COURT® APP
CAMPAIGN SERVICES

NATIONAL FITNESS CAMPAIGN

CAMPAIGN SERVICES



**PRE LAUNCH
SUPPORT**



**AMBASSADOR
TRAINING**



MEDIA & PRESS



LAUNCH!



**FREE WORKOUTS
& GROUP CLASSES**

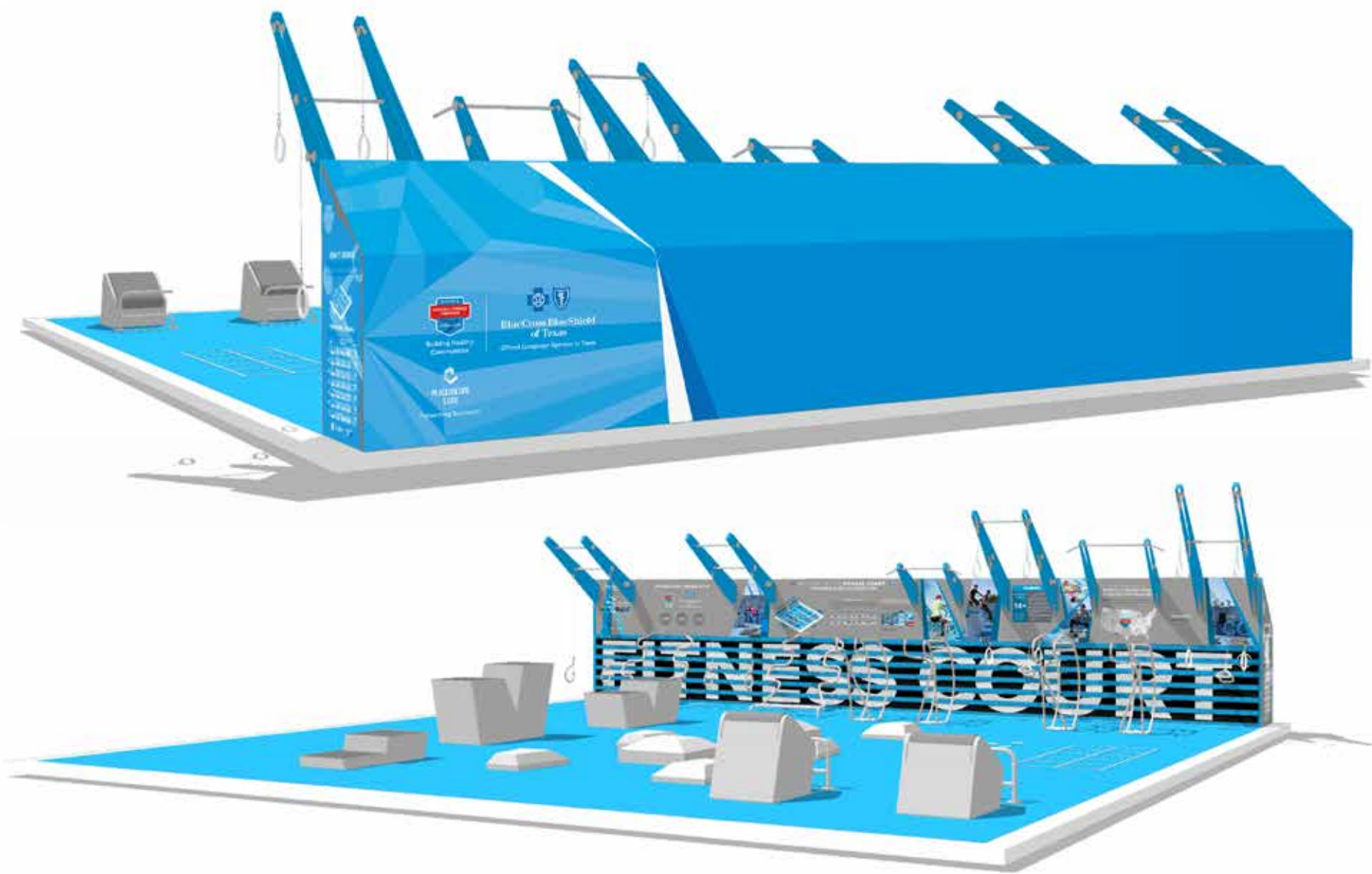


DATA & IMPACT

A wellness culture to engage people in healthy communities!

FITNESS COURT® PUBLIC ART

Blue Cross Blue Shield of Texas | Fitness Courts®



STANDARD DESIGN
FOR BLUE CROSS BLUE SHIELD OF TEXAS CAMPAIGN IN TEXAS
No Additional Funding Required

Each Fitness Court® is a one-of-a-kind work of art.



JEAN-MICHEL BASQUIAT



2022 FEATURED ARTIST *Additional Funding Required*



DAMIN LUJAN - SANTA ANA, CA



LOCAL ARTIST *Additional Funding Required*

2022 CAMPAIGN OVERVIEW



BlueCross BlueShield
of Texas

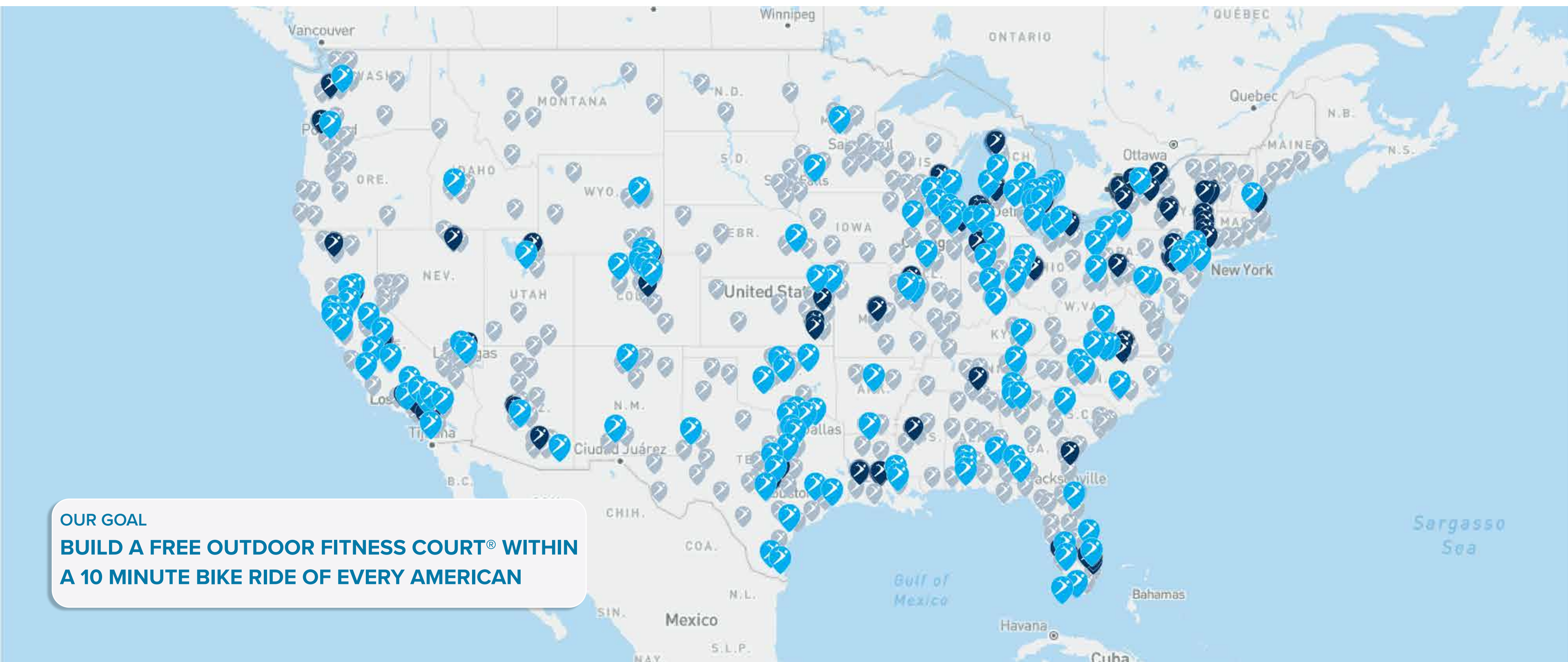


NATIONAL FITNESS
CAMPAIGN
FITNESS COURT

A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM



10,000+ Fitness Courts® coming to America by 2030



OUR GOAL
BUILD A FREE OUTDOOR FITNESS COURT® WITHIN
A 10 MINUTE BIKE RIDE OF EVERY AMERICAN

2022 TEXAS STATEWIDE CAMPAIGN



PRESENTED BY BLUE CROSS AND BLUE SHIELD OF TEXAS

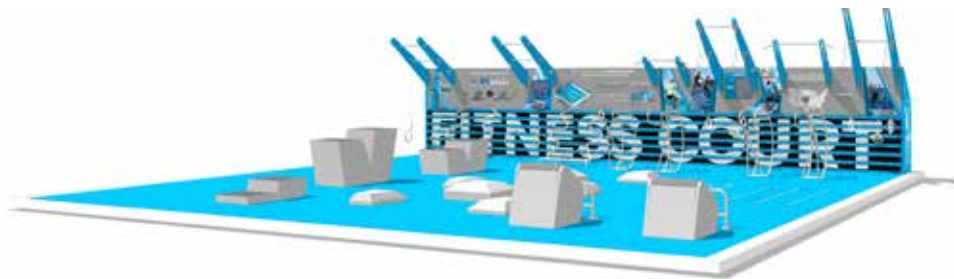
LIMITED FUNDING FOR UP TO 20 COMMUNITIES IN 2022



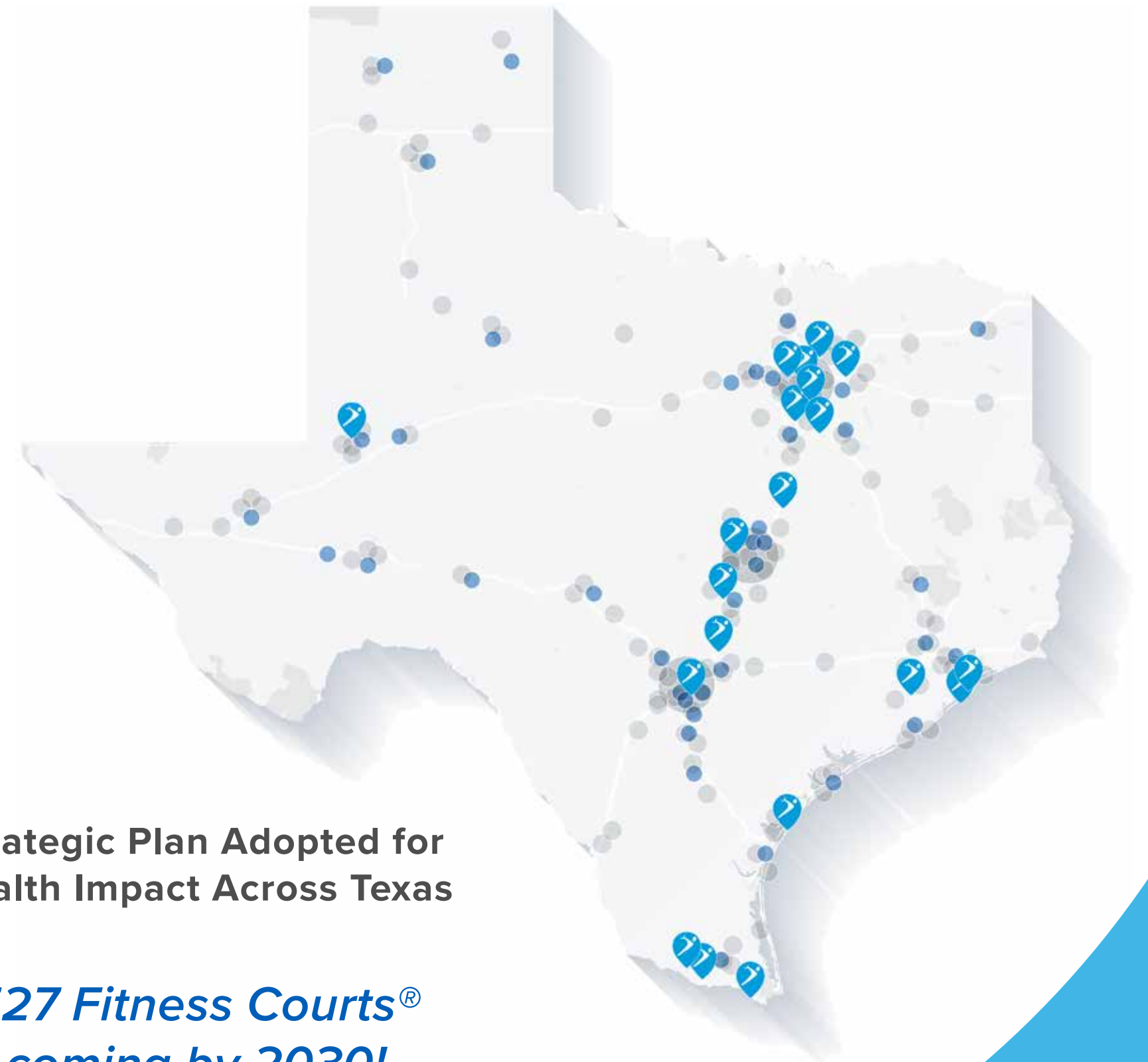
**BlueCross BlueShield
of Texas**



**BlueCross BlueShield
of Texas**



**\$1,000,000 in Funding
Now Available for
Qualified Site Partners**

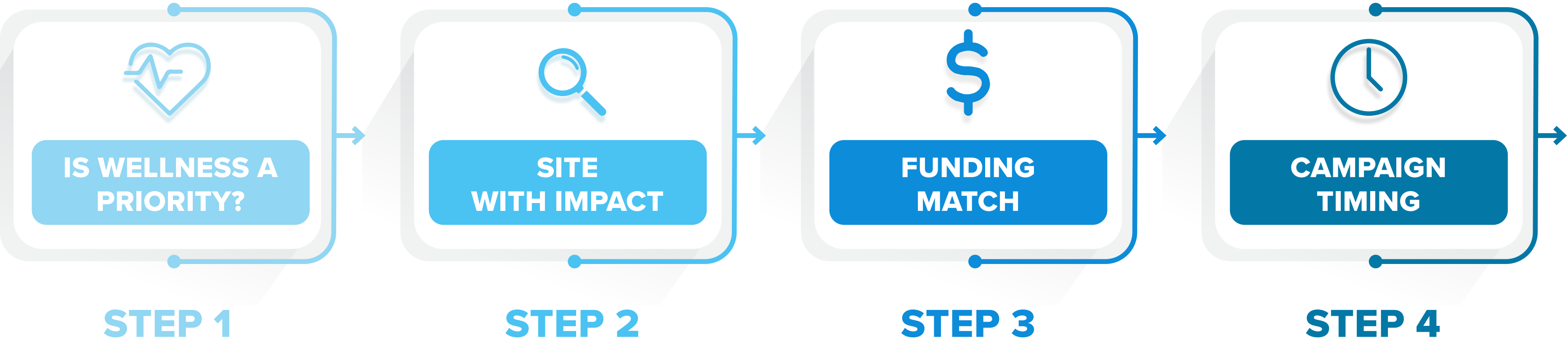


**Strategic Plan Adopted for
Health Impact Across Texas**

***527 Fitness Courts®
coming by 2030!***



NFC GRANT PROGRAM



WELLNESS AS A PRIORITY

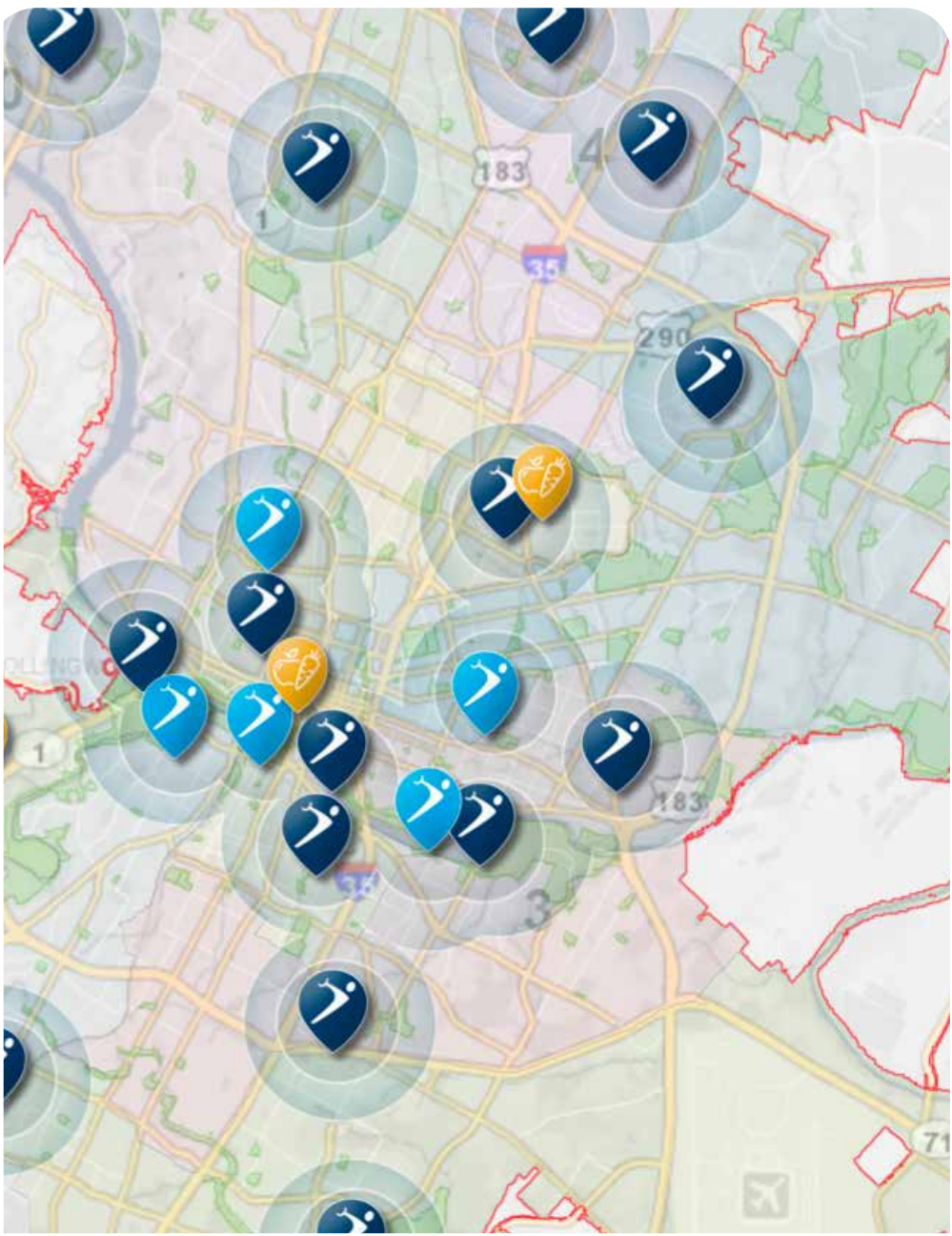
STEP 1



SITE SELECTION

Design & Planning Consulting

Site selection workshop



Phase Plan & Multi-Site Mapping



Circulation Planning



Site Plan Integration



Pedestrian Movement Analysis

STEP 2

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



2022 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services \$ 142,350

Art Options



State Sponsor Art Collection
Included



Local Artist Collection
\$25,000

OPTIONAL

NFC - BLUE CROSS BLUE SHIELD OF TEXAS 2022 GRANT AWARD \$50,000

NFC PROGRAM TOTAL WITH \$50,000 GRANT AWARD \$ 92,350

CONCRETE SLAB

Can be performed in-house or in-kind est.\$ 0-20,000

EIS INSTALLATION



Turn Key Fitness Court Assembly \$ 25,000
Art & Graphic Installation
Installation Partner (separate contract) With Prevailing Wage Rates: \$27,000

TOTAL FUNDING REQUIREMENT

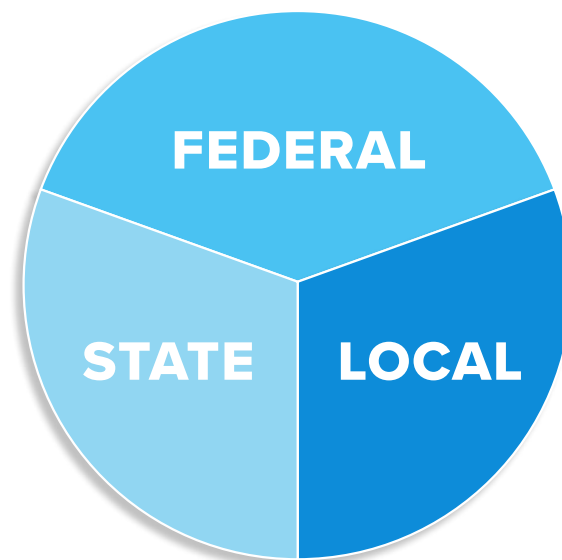


\$117,350-
\$137,350

Includes standard art collection

ALTERNATE FUNDING PATHWAYS

FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



LOCAL AND REGIONAL SPONSORS



2022 GRANT APPLICATION PERIOD NOW OPEN



**Campaign seeking qualified applicants
able to meet the 2022 timeframe for
adoption and local funding match.**

PARTNERSHIP QUALIFICATION PROCESS

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

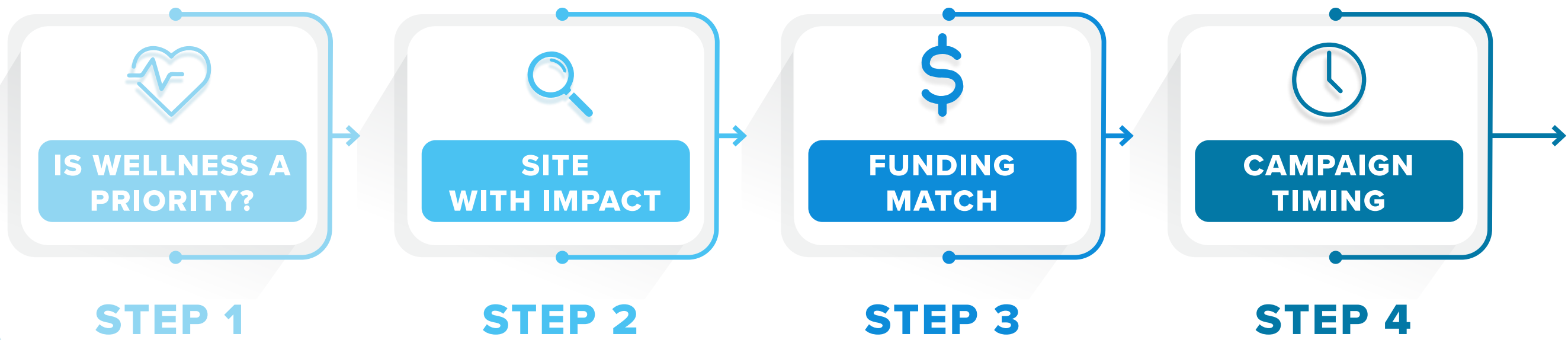
AWARD PHASE

- 4 Award of Grant Eligibility (First Come, First Served)
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony





**SCHEDULE
EVALUATION
CALL IF
APPROPRIATE**

NEXT STEP



Fitness Court® Shade Structures

USA SHADE is the official shade structure provider of the National Fitness Campaign. This shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

For more information about the National Fitness Campaign, visit: www.nationalfitnesscampaign.com



Increases Use



UV Protection



Designed for
the Fitness Court®



Heightens
Aesthetics



Durable Fabrics



Need shade for your Fitness Court?
Contact Whitney Klen at wklen@usa-shade.com
1(214) 883-8823

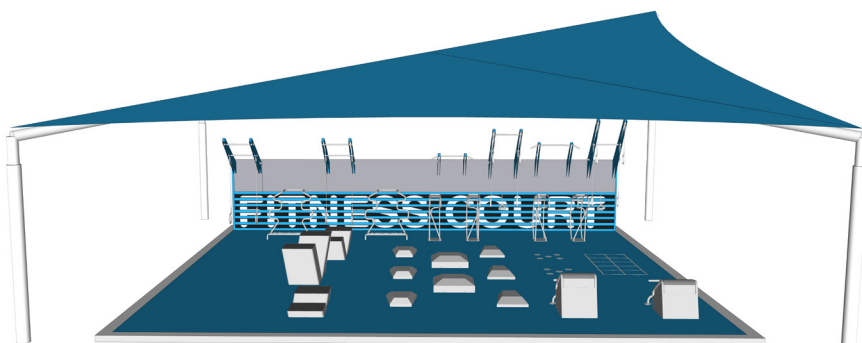
Fitness Court Shade Structure

This document is intended to provide an estimated total budget for developing and implementing a shade structure over the The Fitness Court® with USASHade in collaboration with the National Fitness Campaign.



USA SHADE is the official shade structure sponsor of National Fitness Campaign. This unique shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

Fitness Court® shade structures employ durable fabrics to boost UV protection, heighten aesthetics and increase overall use of the Fitness Court®.



Color Package

Post Option:

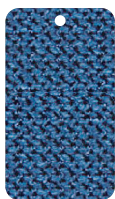
Powder coated steel

Shade Option:

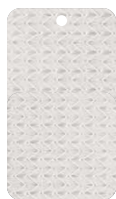
Canvas material



Tele-gray
115892



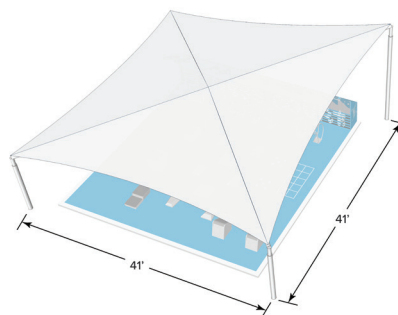
Navy Blue
Shade 90%
UV 94%



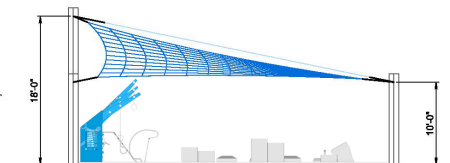
White
Shade 57%
UV 86%



Quick View



Side Profile



Extreme 32 fabrics carry a 10 year limited manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration.



STRUCTURE FUNDS + INSTALLATION

Shade Structure:	\$26,000
- 41'x41' Fabric Shade Structure	
- 4 Powder Coated Steel Columns	
- Galvanized Tension Cables	
- Custom Color Design	
Installation: <i>(Estimate May Vary per Location)</i>	\$15,000
- Site Prep and Excavation	
- Labor Cost for Install of Shade Structure	
Shipping and Handling: <i>(Estimate May Vary per Location)</i>	\$3,000

TOTAL ESTIMATED FUNDING REQUIRED: **\$44,000**

CITY OF ANNA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR AND ON BEHALF OF THE “APPLICANT” IN DEALING WITH NATIONAL FITNESS CAMPAIGN, HEREINAFTER REFERRED TO AS “GRANTOR”, FOR THE PURPOSE OF PARTICIPATING IN THE 2022 BLUE CROSS AND BLUE SHIELD OF TEXAS STATEWIDE CAMPAIGN, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE “APPLICANT” IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; AND CERTIFYING THAT THE “APPLICANT” HAS ADDITIONAL PROJECT FUNDING READILY AVAILABLE.

WHEREAS, the “Applicant” is fully eligible to receive assistance under the “Program”; and

WHEREAS, the “Applicant” desires to provide opportunities for neighbors to maintain and improve their personal health and fitness; and

WHEREAS, the “Applicant” desires to participate in the “Program”; and

WHEREAS, the “Applicant” desires to authorize an official to represent and act for the “Applicant” dealing with the “Grantor” concerning the “Program”, and

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

Section 1. That the recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. That the “Applicant” hereby certifies that it is eligible to receive assistance under the “Program”.

Section 3. That the “Applicant” hereby certifies that additional funding is readily available for the project.

Section 4. That the “Applicant” hereby authorizes the City Manager to act for the “Applicant” in dealing with the “Grantor” and is hereby officially designated as the representative in this regard.

Section 5. That the “Applicant” hereby specifically authorizes the official to make application to the “Grantor”

PASSED by the City Council of the City of Anna, Texas, on this 28th, day of June 2022.

APPROVED:

Mayor Nate Pike

ATTEST:

City Secretary