

AGENDA



City Council Meeting

Tuesday, August 23, 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 August 23, 2022, at the Anna ISD Board Room, located at 201 E. 7th Street, 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. Lee Lewis staff will provide an update on the status of the City Hall construction. (Director of Public Works Greg Peters, P.E.)
- b. Drought Update (Director of Public Works, Greg Peters, P.E.)

- c. Report on August 15, 2022 Parks Advisory Board Meeting. (Recreation Manager Jeff Freeth)

5. Work Session.

- a. Discussion on revising the City Ordinances pertaining to construction hours within the corporate limits of the City of Anna, Texas. (Director of Public Works Greg Peters P.E.)
- b. Discuss a potential Memorandum of Understanding with Anna ISD pertaining to construction and inspection responsibilities. (Director of Public Works Greg Peters, P.E.)

6. Consent Items.

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

- a. Approve City Council Meeting Minutes for August 9, 2022. (City Secretary Carrie Land)
- b. Review the Minutes from the July 18, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).
- c. Review Monthly Financial Report for the Month Ending July 31, 2022. (Budget Manager Terri Doby)
- d. Approve a Resolution authorizing the City Manager to approve an updated interlocal agreement for jail services between Collin County and the City of Anna. (Police Chief Dean Habel)
- e. Approve a Resolution authorizing the City Manager to execute an updated interlocal agreement for emergency dispatch services between Collin County and the City of Anna. (Police Chief Dean Habel)
- f. Approve a Resolution authorizing the City Manager to execute an updated interlocal agreement for emergency dispatch services between Collin County and the Anna Fire Department (Fire Chief Ray Isom)
- g. Approve a Resolution entering into an Interlocal Cooperation Agreement with Collin County for Road and Bridge Improvements for 2022-2026. (Director of Public Works Greg Peters, P.E.)

7. Items For Individual Consideration.

- a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 26.2± acres on the east side of County Road 419, 370± feet north of E. Foster Crossing Road from SF-E Single-Family Residential – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete, asphalt batching plant. (Planning Manager Lauren Mecke)
- b. Consider/Discuss/Action on a Resolution regarding Burnco Addition, Block A, Lot 1, Site Plan. (Planning Manager Lauren Mecke)
- c. Consider/Discuss/Action on an Ordinance amending Article 5.03 (Alcoholic Beverages) within Chapter 5 (Business Regulations) of the City of Anna Code of Ordinances to allow for a Mixed Beverage Late Hours permit. (City Secretary Carrie Land)
- d. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects. (Director of Neighborhood Services Marc Marchand)

- e. Consider/Discuss/Action on a Resolution adopting a Street Naming Policy for the City of Anna. (Director of Public Works Greg Peters, P.E.)
- f. Conduct a Public Hearing and Consider/Discuss/Action on the adoption of ordinances implementing updated Roadway, Water, and Wastewater Impact Fees for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- g. Consider/Discuss/Action on a Resolution awarding the subgrade construction of the Sherley Heritage Park Historic Train project to WOPAC Construction, Incorporated, in the amount not to exceed \$78,875.00. (Director of Public Works Greg Peters, P.E.)
- h. Consider/Discuss/Action on a Resolution awarding the rail construction for the Sherley Heritage Park Historic Train Project to Track-Work, Incorporated, for an amount not to exceed \$71,448.98. (Director of Public Works Greg Peters, P.E.)
- i. Consider/Discuss/Action a Resolution authorizing the City Manager to execute an impact fee reimbursement agreement to fund the engineering design of Leonard Avenue from Foster Crossing to the Collin County Outer Loop in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)
- j. Conduct a Public Hearing and Consider/Discuss/Act on an Ordinance changing the name of Throckmorton Boulevard. (Director of Public Works Greg Peters, P.E.)
- k. Consider/Discuss/Action on a Resolution approving an Incentive Agreement for New Economic Development between the City of Anna and Palladium USA. (Director of Economic Development Joey Grisham)
- l. Consider/Discuss/Action on a Resolution of the City of Anna, Texas, determining the costs of certain authorized improvements to be financed by the AnaCapri Public Improvement District; approving a preliminary service plan and assessment plan, including proposed assessment rolls; calling a regular meeting and noticing a public hearing for September 13, 2022, to consider an ordinance levying assessments on property located within the AnaCapri Public Improvement District; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; resolving other matters incident and related thereto; and a Resolution approving a minimum value to lien ratio. (Director of Economic Development Joey Grisham)

8. Closed Session (Exceptions).

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

- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Manager Annual Review; City Secretary Annual Review; City Attorney Annual Review

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 08/19/2022.

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: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Lee Lewis staff will provide an update on the status of the City Hall construction.
(Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is to provide the City Council with an update on the status of the construction of the new City Hall.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 8/16/2022
Final Approval - 8/17/2022



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Drought Update (Director of Public Works, Greg Peters, P.E.)

SUMMARY:

Staff will provide an update on the status of the drought and water use during Stage 2 Restrictions this month.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Jeff Freeth

AGENDA ITEM:

Report on August 15, 2022 Parks Advisory Board Meeting. (Recreation Manager Jeff Freeth)

SUMMARY:

Staff will provide Council with a report on the August 15, 2022 Parks Advisory Board Meeting. The report will cover agenda items that were presented/discussed in the meeting. This includes reports from staff, project updates, and individual consideration items.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Not applicable

ATTACHMENTS:

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 8/17/2022
Final Approval - 8/17/2022



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discussion on revising the City Ordinances pertaining to construction hours within the corporate limits of the City of Anna, Texas. (Director of Public Works Greg Peters P.E.)

SUMMARY:

The City of Anna Code of Ordinances has four distinct sections which reference construction hours, including:

- Article 4.01.002 Building Regulations - Construction Times
- Article A3.008 Development Fees - Weekend Construction
- Article 8.03.002 Loud Noises enumerated
- Article 10.03.009 Construction Standards

The language is attached in Exhibit A.

While currently enforceable, these sections of City Code are not consistent across the board for all types of construction. As such, some contractors have expressed confusion regarding the regulations and how they are applied.

Staff will give a presentation with options for discussion and consideration.

Staff is seeking feedback from the City Council on potential changes to the language and the regulations in order to provide a consistent and streamlined set of guidance for all construction activity in the City. Clear and consistent standards will benefit Anna Neighbors, the construction industry, and City staff.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff is seeking feedback and direction from the City Council. This item is for discussion only.

ATTACHMENTS:

1. Exhibit A - Current Ordinances - Construction Hours and Activity

APPROVALS:

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

Created/Initiated - 8/17/2022
Final Approval - 8/17/2022

Construction Hours – Code References

§ A3.008 Weekend construction.

Construction may not start earlier than 7:00 a.m. on weekdays nor continued after dark without prior permission from the city. Construction on Saturday may not start before 7:00 a.m. and work on Sunday is prohibited without special permission. A fee of \$150.00 must be paid to the city by Thursday noon prior to Saturday work, if city inspection is required.

§ 4.01.002 Construction times.

(a) Definitions. For the purposes of this section, the following terms have the meanings described below:

Construction includes inside or outside new construction, remodeling, rehabilitation, and demolition of a structure; the term also includes any on-site or off-site improvements (including but not limited to grading, excavation, landscaping, paving, and similar activity). Delivery and loading/unloading of materials or equipment is considered “construction” for the purposes of this section if said activities involve use of a forklift, dump truck, backhoe, or other similar heavy equipment.

Emergency shall have the same meaning as defined under section 10.03.003 of this code.

Utility service provider means any person, firm or corporation legally providing electricity, natural gas, telephone, cable television, internet, water, sewer, or any other such item or service for use by the general public.

(b) Restrictions on times of construction; penalty.

(1) On weekdays and Saturdays, construction may not take place after 7:00 p.m. or before 7:00 a.m.

(2) Construction on Sunday is prohibited.

(3) Construction in violation of the restrictions created by subsection (1) or (2), above, is declared to be a nuisance if it results in loud and raucous noise occurring inside or within 5,000 feet of the corporate limits of the city.

(4) A culpable mental state is not required for the commission of an offense under this section and need not be proved. Reckless, intentional, or knowing violations of this section may be punished by a fine not to exceed \$2,000.00 per violation. Violations of this section without allegation or proof of any culpable mental state may be punished by a fine not to exceed \$500.00 per violation. It is no defense to prosecution under this section that the person was ignorant of the provisions of this subsection after this section has taken effect.

(c) Exceptions.

(1) Permit. Construction may be lawfully conducted outside the times defined by this section if the person performing the work obtains a valid after-hours construction permit issued by the city manager or his or her designee in writing. To be valid, the permit must identify the persons or entities authorized to perform the construction, list the dates and times on which construction may be conducted outside of the times set forth by this section, and briefly describe the type of construction to be performed. Said permit must be displayed upon demand by any peace officer or city representative. Issuance of permits under this subsection is generally limited to circumstances where compliance with the construction time restrictions set forth in subsection (b) of this section would result in an undue hardship or when construction is required due to an emergency. Determinations of undue hardship shall be made in the discretion of the city manager or his or her designee in accordance with guidelines developed by the city manager, but exceptions will generally be limited to cases of urgent necessity in the interest of public health and safety.

(2) Certain entities exempt. The construction restrictions created by this section shall not apply to the city or county, state, and federal government entities or agents thereof, or to public works projects

being performed on behalf of public such entities. Utility service providers may also conduct construction outside of the restrictions provided by this section if the construction being performed is to restore or maintain services to existing customers but shall not be exempt from application of this section for construction activity to expand services to additional customers or include additional products.

(3) Emergency construction. It is a defense to prosecution for a violation of this section that the construction was necessary to prevent or mitigate an emergency.

(4) Construction in public rights-of-way. This section does not apply to construction in public rights-of-way when a valid construction permit has been issued for such construction under article 10.03 (Public Right-of-Way Management). When this exception applies, the times for construction shall be as stated under section 10.03.009.

§ 8.03.002 Loud noises enumerated.

The following enumerated acts are declared to be loud, disturbing, and unnecessary noises in violation of this article, but such enumeration shall not be deemed to be exclusive:

(7) The operation of any pile driver, steam shovel, pneumatic hammer, derrick, electric hoist or other appliances or equipment, the use of which is attended by a loud or unusual noise, between the hours of 10:00 p.m. and 7:00 a.m.

(8) The operation of any motor-driven or power-operated lawnmower or to engage in any construction or demolition work within the city between the hours of 10:00 p.m. and 6:00 a.m.

(9) The harboring or keeping on his premises or in or about his premises or premises under his control any animal or bird which by causing frequent or long-continued noise or any dog which by loud or unusual barking or howling shall disturb the comfort or repose of any person in the vicinity.

(10) The operation of any construction equipment the use of which is attended by loud or unusual noise between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and Saturdays and any time on Sundays.

§10.03.009 Construction Standards.

(o) Hours of operation for non-emergency work. Construction may not start earlier than 7:00 a.m. on weekdays nor continue after dark without prior permission from the city. Construction on Saturday may not start before 7:00 a.m. and must be approved by the director by noon on the Thursday prior to the proposed Saturday. Unless otherwise expressly permitted herein or as specifically provided for in a permit issued under this article, construction shall not continue after 7:00 p.m. or prior to 7:00 a.m. Work on Sunday is prohibited without special permission by the city manager or his/her designee. An after-hours fee must be paid to the city prior to Saturday work, if city inspection is required. The Saturday inspection fee must be paid prior to noon on Thursday prior to the Saturday in which the work is to be performed. Construction work on recognized city holidays is prohibited. The additional fees described in this subsection are not applicable to installation or collocation of network nodes.



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss a potential Memorandum of Understanding with Anna ISD pertaining to construction and inspection responsibilities. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna and Anna Independent School District have a strong relationship and rely on the success of each other to perform at a high level. As such, both organizations are striving to work together to enhance and grow the community with a family focus and a goal of providing excellent municipal and educational services.

The incredible growth the City is experiencing has necessitated the construction of many new Anna ISD facilities - they anticipate at least 8 new major facility construction projects over the next 5 years. Timelines are critical for public school construction, as the school calendar requires a school to be ready to open on-time before the fall semester begins.

Anna ISD and City of Anna staff have been in discussions on ways the City and School District can work together to ensure that new school facilities are streamlined as much as possible and are always able to open on-schedule.

Staff will give a brief presentation on potential ways the City can work with Anna ISD through some unique processes and policies which are mutually agreed upon in a Memorandum of Understanding. Staff is seeking feedback on the potential items to include in an MOU. Once feedback is received, City staff will work with Anna ISD staff to reach a consensus on a final document which can be approved by both the City Council and the School Board.

FINANCIAL IMPACT:

None at this time.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

None. Staff is seeking feedback from the City Council on the interest in an MOU, and what specific items should be included.

ATTACHMENTS:**APPROVALS:**

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

Created/Initiated - 8/17/2022
Final Approval - 8/18/2022



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for August 9, 2022. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20220809 DRAFT

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, August 9, 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 August 9, 2022, at the Anna ISD Board Room, located at 201 East 7th Street, to consider the following items.

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

Mayor Pike called the meeting to order at 6:33 PM.

All City Council Members were present.

2. Invocation and Pledge of Allegiance.

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

4. Reports

a. Proclamation recognizing Ethen Hansen (Mayor Pike)

Mayor Pike declared August 9, 2022 as Ethen Hansen day.

b. Update on the City of Anna Municipal Complex with Lee Lewis Construction. (Director of Public Works Greg Peters, P.E.)

Justin Hall, Lee Lewis representative, stated the front porch and lobby are on track to be completed by September 6, 2022. The City Council Chambers will be completed in late September.

The consensus of the City Council was that the September 6, 2022 meeting will be held in the Council Chambers.

5. Work Session.

- a. Zoning Discussion - Northwest corner of Rosamond Parkway and State Highway 5. (Director of Development Services Ross Altobelli)

Land Use discussion and direction for a tract of land that is currently zoned for Planned Development (Ord. No 797-2018). Within the PD Ordinance, it specifically identifies a minimum/maximum acreage requirement.

The Future Land Use Plan identifies this area as Community Commercial within the Anna 2050 Comprehensive Plan.

- b. Zoning Discussion - Northeast corner of S Central Expressway and Collin County Outer Loop. (Director of Development Services Ross Altobelli)

Land Use discussion and direction for a tract of land that is currently located within the ETJ.

The tract of land is located within the Anna Business Center, which is identified as one of the four Key Centers identified on the Preferred Scenario Diagram within the Anna 2050 Comprehensive Plan.

Additionally, the Future Land Use Plan identifies this area as Professional Campus (PC).

- c. Zoning Discussion - East and West sides of S Throckmorton Blvd, south of W. White Street. (Director of Development Services Ross Altobelli)

Land Use discussion and direction for a tract of land is located within the 75 Center which is identified as one of the four Key Centers identified on the Preferred Scenario Diagram within the Anna 2050 Comprehensive Plan.

The Future Land Use plan has identified this tract of land as "Community Commercial".

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.

Consent Items 6k. and n were removed for individual consideration.

MOTION: Council Member Toten moved to approve consent items 6 a-j, l, m, and o. Council Member Ussery seconded. Motion carried 7-0.

- a. Approve the City Council Minutes for the July 26 meeting. (City Secretary Carrie Land)

- b. Review Minutes from the April 5, 2022, May 3, 2022, and June 21, 2022 Diversity and Inclusion Advisory Commission Meetings. (Assistant to the City Manager Kimberly Winarski)
- c. Review Minutes of the July 7, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
- d. Review the Minutes from the May 16th, 2022 and June 20th, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).
- e. Acting as the Anna Public Facility Corporation Board of Directors, engage and enter into an Agreement for financial and accounting services with Brown, Graham & Company P.C. (Director of Economic Development Joey Grisham)

Staff recommended the Anna Public Facility Corporation (PFC) enter into an Agreement with Brown, Graham, & Company for accounting services related to PFC projects. PFC funds will be used to pay for these services.

- f. Approve a Resolution regarding the Anna Town Square, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

Multiple-family residences on one lot on 13.4± acres located at the northwest corner of Finley Boulevard and Florence Way. Zoned: Planned Development (Ord. No. 943-2021 & Ord. No. 627-2013).

The purpose of the final plat is to dedicate lot and block boundaries and easements necessary for the creation of a multiple-family development.

The Final Plat 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 and Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN SQUARE, BLOCK A, LOT 1, FINAL PLAT.

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

Multiple-family residences on three 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 Final Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the multiple-family residential development.

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

The Planning and Zoning Commission recommended approval.

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

- h. Approve a Resolution regarding the DHI Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

Multiple-family residences on one lot on 11.7± 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 Site Plan is to show the proposed multiple-family residential development site improvements.

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

The Planning and Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DHI ANNA, BLOCK A, LOT 1, SITE PLAN.

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

Two lots on 5.0± acres located on the east side of S. Bowden Avenue, 780± feet south of W. Bailey Street. Zoned: Extraterritorial Jurisdiction (ETJ).

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

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

- j. Approve an Ordinance amending Sec. A2.002 (Residential construction permit fees) within Appendix A (Fee Schedule) of the City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)

Staff recently completed a simple market assessment to ensure Anna's fees remain competitive with neighboring cities while at the same time covering costs associated with growth and development.

The city currently charges a flat building permit fee of \$2,400 per unit (Single Family, Duplex, Townhouse, Condominium) whereas the neighboring communities of Celina and Prosper, which face the same development pressures, charge building fees based on proposed square footage.

Celina:

\$1.00 per square foot under roof

Prosper:

- a. \$1040.30 for the first 1,000 sq ft plus .713 for each additional one sq ft up to and including 4,900 sq ft
- b. \$3,824.11 for the first 4,901 sq ft plus .509 for each additional one sq ft up to and including 7,999 sq ft
- c. \$5403.00 for the first 8,000 sq ft plus .30 for each additional one sq ft

The average size for a new single-family residential home in 2020 has been 2,900 square feet. Below are a couple examples of the existing fee comparison between Anna, Celina, and Prosper in relation to different-sized homes.

2,900 Square feet

- Anna: \$2,400
- Celina: \$2,900
- Prosper: \$2,395

3,250 square feet

- Anna: \$2,400
- Celina: \$3,250
- Prosper: \$2,644.55

3,750 square feet

- Anna: \$2,400
- Celina: \$3,750
- Prosper: 3,001.05

Based on these assessments, and to ensure the city maintains it's established base line building permitting fee, staff is recommending modifying the fee structure for structures over 2,700 square feet to be based on square footage to ensuring taxpayers are not subsidizing the cost of private development within the City of Anna.

The proposed fee being recommended is \$0.90 per square foot for single family, duplex, townhouse, and condominium units over 2,700 square feet . The building permit fee for structures 2,700 square feet and below will maintain the existing fee requirement of \$2,400.

Further, staff is recommending that these updated fees go into effect on October 1, 2022. This will allow ample time to notify the development community and time for the development community to plan for the change in fee structure.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING APPENDIX A (FEE SCHEDULE) PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

- k. Approve an Ordinance amending Article A2.000. Building Related Fees, Sec. A2.004 Miscellaneous permit fees and Sec. A2.008 Annual rental registration within Appendix A (Fee Schedule) of the City of Anna Code of Ordinances.

Neighborhood Services is requesting to increase the Annual Rental Registration fee from \$100 to \$250, beginning October 1, 2022. The proposed changes are represented by fees that are revenue neutral and fairly compensate the City for costs incurred for the services provided.

These fees are revenue neutral and fairly compensate the City for costs incurred for the services provided in FY2023.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A2.000 BUILDING RELATED FEES, SECTION A2.004 AND SECTION A2.008; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Mayor Pike moved to approve, subject to increasing the fee to \$300. Council Member Miller seconded. Motion carried 7-0.

- l. Approve a Resolution approving an Interlocal Cooperation Agreement with Collin County for participation in the Downtown Anna Tax Reinvestment Zone Number Six. (Asst. Director of Economic Development Taylor Lough)

On May 2, 2022 the Collin County Commissioners Court held a public hearing and voted to unanimously approve participating in the City of Anna TIRZ #6 for Downtown Anna by contributing 50% of the tax increment for a period of 30 years. The City of Anna City Council approved creation of TIRZ #6 on December 14, 2021 with a contribution of 50% of the city's tax increment for 30 years ending on December 31, 2051. This item allows the City Manager to enter into an interlocal agreement with Collin County for the County to contribute an amount equal to fifty percent (50%) of its Tax Increment to the Tax Increment Fund up to the maximum reimbursement amount. The taxable value of the Zone is expected to be \$500 million by the end of its 30-year term.

The maximum reimbursement amount is \$8,121,145 of the County's tax increment over the 30 year term of TIRZ #6.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN REINVESTMENT ZONE NUMBER SIX, CITY OF ANNA, TEXAS ("ZONE") ENTERED INTO BETWEEN THE CITY OF ANNA ("CITY") AND THE COUNTY OF COLLIN ("COUNTY"); AND

PROVIDING FOR AN EFFECTIVE DATE.

- m. Approve an Ordinance establishing school zones for Sherley Elementary. (Director of Pubic Works Greg Peters, P.E.)

Anna ISD is opening a new elementary school located at 3000 FM 2862 in Anna, Texas. The school is named Sherley Elementary and will provide public education for children in grades K-5. The City is working with Anna ISD to install the equipment and establish a school zone for the adjacent streets.

This item is for the approval of an Ordinance establishing a school zone for Sherley Elementary. This ordinance is required for the enforcement of reduced speeds during the school zone time period, which is during the school arrival and release periods. The school zones will be enforced anytime the lights are flashing, which will generally be from 30 minutes prior to school start and up until 30 minutes after school dismissal. School zones will generally not be in effect during the middle part of the day except as necessary to accommodate early releases and changing schedules

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING PART II, ARTICLE 59, SECTION 3 RELATED TO SCHOOL SPEED ZONES; PROVIDING FOR A PENALTY; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

- n. Approve a Resolution rejecting all bids for the Sherley Heritage Park Train Display Improvements. (Director of Public Works Greg Peters, P.E.)

The City of Anna conducted a bid process for the Sherley Heritage Park Train Improvement project.

Bids were opened on July 21, 2022, and only one bid was received. Typically, the City prefers to receive a minimum of three bids so we can ensure the taxpayer is receiving the best value for the project cost.

the City will be changing direction in our procurement strategy. We will separate out the standard civil construction items from the railroad specialty construction, and put them through separate bid processes. We believe this will increase bidder response and improve our ability to receive competitive pricing for the project. Staff is working on this right now and plans to move forward with the bidding processes in the next 30 days.

A RESOLUTION OF THE CITY OF ANNA, TEXAS REJECTING ALL BIDS RECEIVED FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN DISPLAY IMPROVEMENTS AT THE BID OPENING ON JULY 21, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- o. Approve a Resolution declaring items as surplus inventory for disposition. (City Manager Jim Proce)

City staff have vacated the old offices located at 111 N. Powell Parkway. Furniture and appliances that were no longer needed, or required, have been left behind. Before disposing of the furniture and appliances, the City Council needs to approve the items as surplus and authorize the City Manager to dispose of such items as necessary. The following items are no longer needed, or required:

- ☐ L-shaped Receptionist Desk
- ☐ Small Floor Cabinet w/Drawers
- ☐ Small 2 Door Floor Cabinet
- ☐ Rolling Office Chairs (10)
- ☐ Misc Waiting Room Chairs (7)
- ☐ 6' Bookcases (2)
- ☐ Large U-Shaped Desks (2)
- ☐ Apartment Sized GE Refrigerator
- ☐ 3'X6' Freestanding Desk

A RESOLUTION OF THE CITY OF ANNA, TEXAS DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SALE OR DISPOSAL OF SAID PROPERTY.

7. Items For Individual Consideration.

- a. Conduct a Public Hearing and Consider/Discuss/Action of an Ordinance adopting water and sanitary sewer utility rates for Fiscal Year 2023. (Director of Public Works Greg Peters, P.E.)

The City of Anna charges for water consumption, wastewater collection, and other fees related to providing consumers with utility services. As an enterprise fund, the revenues charged should, at a minimum, cover the fund's operating expenses and debt service, as well as any other policy goals defined by the City Council including funding for capital projects, capital equipment replacement, and conservation efforts.

For the past several years, the City of Anna has utilized a rate study with the assistance of a consulting firm, NewGen Strategies, to set utility rates. This process includes a review of all utility costs incurred by the city, all personnel, maintenance, and operations costs, along with anticipated rising costs of purchasing wholesale water from Greater Texoma Utility Authority (GTUA) and the North Texas Municipal Water District (NTMWD). In addition, the sewer treatment costs the City pays to NTMWD and the sewer transportation costs the City pays to the City of Melissa are also evaluated.

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

Mayor Pike opened the public hearing at 8:12 PM.

There were no public comments.

Mayor Pike closed the public hearing at 8:12 PM.

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

- b. Consider/Discuss/Action on a Resolution approving annual contract rate adjustments for solid waste and recycling services by and between the City of Anna, Texas and CARDS Dallas, Inc. for fiscal year 2022-2023 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

The City of Anna is entering the third year of our 7-year contract with CARDS Dallas, Inc. for solid waste and recycling services in the City. In accordance with the contract, the rates paid to CARDS by the City are subject to annual adjustments up to the Consumer Price Index annual change. This year the CPI annual change was 9.1%, and fuel prices for diesel fuel have increased 60% year over year. Based on these factors, CARDS is requesting a 7% rate increase, which is in line with the contract language.

This item is to set the rates the City of Anna pays CARDS for solid waste and recycling services. This item does not set the residential and commercial rates charged to Anna neighbors and businesses.

Staff has reviewed the contract language and found no changes are necessary at this time. In addition, staff finds that allowing CARDS Dallas, Inc. to continue to lease space in the Public Works Building is a benefit to Anna Neighbors through the reduction in contract pricing for residential service, which is passed through to Anna neighbors.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT AN ANNUAL RATE INCREASE PER THE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CARDS DALLAS, INCORPORATED, A TEXAS CORPORATION, AS SHOWN IN EXHIBIT "A" AND "B" ATTACHED HERETO, IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- c. Conduct a public hearing and Consider/Discuss/Act on an Ordinance establishing rates for solid waste and recycling services in the City of Anna, Texas for fiscal year 2022-2023 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

Mayor Pike opened the public hearing at 8:18 PM.

There were no public comments.

Mayor Pike closed the public hearing at 8:18 PM.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.001 GARBAGE COLLECTION CHARGES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

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

d. Presentation of the Proposed FY2022-2023 Budget (City Manager Jim Proce)

Section 7.02 of the City Charter states that on or before the 15th day of August of the fiscal year, the City Manager must submit to the City Council a budget for the ensuing fiscal year. Staff will provide a brief presentation of the proposed FY2022-2023 Budget. A hard copy of the draft budget will be provided to each City Council member for review. A copy of the draft budget will be posted on the City's website on August 10th.

e. Consider/Discuss/Action on a Resolution setting the date and place of a public hearing on the FY2022-2023 budget. (City Manager Jim Proce)

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE DATE AND PLACE OF A PUBLIC HEARING ON THE FY2022 – 2023 BUDGET.

MOTION: Mayor Pike moved to set the public hearing for September 6, 2022, at 6:30 at the Municipal Complex, 201 W. Seventh Street. Council Member Miller seconded. Motion carried 7-0.

f. Approve a Resolution to propose a property tax rate of 0.540964 per \$100 of property valuation for the City that the Council may adopt for the 2022 tax year and setting date and time for a public hearing on the tax rate. (City Manager Jim Proce)

After properties are appraised by the Collin County Appraisal District, the Collin County Tax Assessor-Collector calculates both the No-New-Revenue tax rate and the Voter-Approval tax rate for the City of Anna as the designated officer to complete the tax rate calculation forms created by the Texas Comptroller and to certify the calculations as accurate.

No-New-Revenue tax rate: The No-New-Revenue tax rate is a calculated rate that would provide the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year after taking into account changes in appraised value. If property values rise, the No-New-Revenue tax rate will go down and vice versa. The No-NewRevenue tax rate for FY2023 is \$0.464098 per \$100.

Voter-Approval tax rate: The Voter-Approval tax rate provides the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year plus a 3.5 percent increase for those operations, in addition to sufficient

funds to pay debts in the coming year. If a taxing unit adopts a tax rate higher than the Voter-Approval tax rate, a tax rate approval election must be held on the November uniform election date. The Voter-Approval tax rate for FY2023 is \$0.533333 per \$100.

De minimis rate: The De minimis rate is the rate equal to the sum of the taxing unit's current debt rate, the no-new-revenue maintenance and operations rate, and the rate that when applied to a taxing unit's current total value, will impose an amount of taxes equal to \$500,000. The de minimis rate is an option for small cities with a population of 30,000 or less. The De Minimis rate for FY2023 is \$0.540964 per \$100.

The proposed budget is supported by a tax rate of \$0.540964. Under the Texas Property Tax Reform and Transparency Act of 2019, a city that adopts a rate exceeding the lower of the nonew-revenue tax rate or the voter-approval tax rate must hold one public hearing. The following table is a comparison between the proposed tax rate, last year's rate, the No-New-Revenue rate, the De Minimis rate and Voter-Approval tax rate

Proposed FY2023 Tax Rate \$0.540964 per \$100
Preceding FY2022 Tax Rate\$0.569500 per \$100
No-New-Revenue Tax Rate \$0.464098 per \$100
Voter-Approval Tax Rate \$0.533333 per \$100
De Minimis Tax Rate \$0.540964 per \$100

Approval of the attached Resolution would set \$0.540964 as the Tax Year 2022 (FY2023) proposed rate. The Resolution also calls for the public hearing to be held on September 6, 2022 at 6:30 p.m. The public hearing notice will run in the Anna Melissa Tribune on August 18th. The Notice of Public Hearing must conform to the prescribed format from the Texas Comptroller's office and contain how each member of the governing body voted on the proposed tax rate. A draft copy of this notice is attached to this agenda item.

	FY2022	FY2023	Change
Total tax rate (per \$100 of value)	\$0.569500	\$0.540964	(0.028536)
Average homestead taxable value	\$246,777	\$332,179	\$85,402
Tax on average homestead	\$1,405.40	\$1,796.97	\$391.57
Total tax levy on all properties	\$10,026,841	\$12,989,044	\$2,962,203

The budget and tax rate are scheduled for adoption at the September 13th Council meeting.

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE PROPOSED TAX RATE THE COUNCIL MAY ADOPT FOR THE 2022 TAX YEAR AND SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS ON THE TAX RATE

MOTION: Council Member Miller moved to set the public hearing for September 6, 2022, at 6:30 at the Municipal Complex, 201 W. Seventh Street. Council Member Toten seconded. Motion carried 7-0.

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

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

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

MOTION: Council Member Carver moved to enter closed session. Council Member Miller seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 8:55 PM.

Mayor Pike reconvened the meeting at 10:05 PM.

City Council returned to items 7e. and 7f. on the agenda.

MOTION: Mayor Pike moved to change the address for the public hearings to 120 W. Seventh Street. Council Member Toten seconded. Motion carried 7-0.

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

No action taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 10:07 PM.

Approved on August 23, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022

Staff Contact:

AGENDA ITEM:

Review the Minutes from the July 18,2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 7-18-2022 Parks Advisory Board Meeting Minutes (Signed)

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022



Minutes
Anna Parks Advisory Meeting
Monday, July 18, 2022, 6:00 pm
Anna City Hall, 111 N Powell Parkway

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
Monday, July 18, 2022 @ 6:00 PM

Anna City Hall
111 N. Powell Parkway Anna, Texas 75409

The Parks Advisory Board of the City of Anna met at 6:00 PM, on July 18, 2022, at the Anna City Hall, located at 111 North Powell Parkway (Hwy 5), to consider the following items:

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

Parks Advisory Board Member Eirik Hansen called the meeting to order at 6:00 pm.

Parks Advisory Board Member Staci Martin was absent.

Staff present included Neighborhood Services Director Marc Marchand, Park Planning and Development Manager Dalan Walker, Parks Superintendent Matt Lewis and City Council Members Pete Cain and Stan Carver.

2. Invocation and Pledge of Allegiance

Parks Advisory Board Member Andrew Michrina led the Invocation.

Parks Advisory Board Member Eirik Hansen led the Pledge of Allegiance.

3. Reports

- a. Staff presented a report on the revised CIP budget (Park Planning and Development Manager Dalan Walker).

4. Project Updates

- a. Staff and the Parks Advisory Board discussed the Community Center Project (Director of Neighborhood Services Marc Marchand and Director of Public Works Greg Peters).

5. Individual Consideration

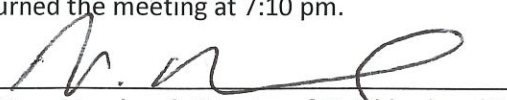
- a. Discuss, Consider and Act on Parks Advisory Board meeting minutes from June 20, 2022.

MOTION: Parks Advisory Board Member Eirik Hansen moved to approve the Minutes as presented.
Parks Advisory Board Member Elden Baker seconded. Motion carried.

6. Adjourn

Parks Advisory Board Member Eirik Hansen adjourned the meeting at 7:10 pm.

ATTEST: Eirik Hansen


Marc Marchand, Director of Neighborhood Services



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Review Monthly Financial Report for the Month Ending July 31, 2022. (Budget Manager Terri Doby)

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 July 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 July

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 8/17/2022
Final Approval - 8/17/2022

CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through July 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

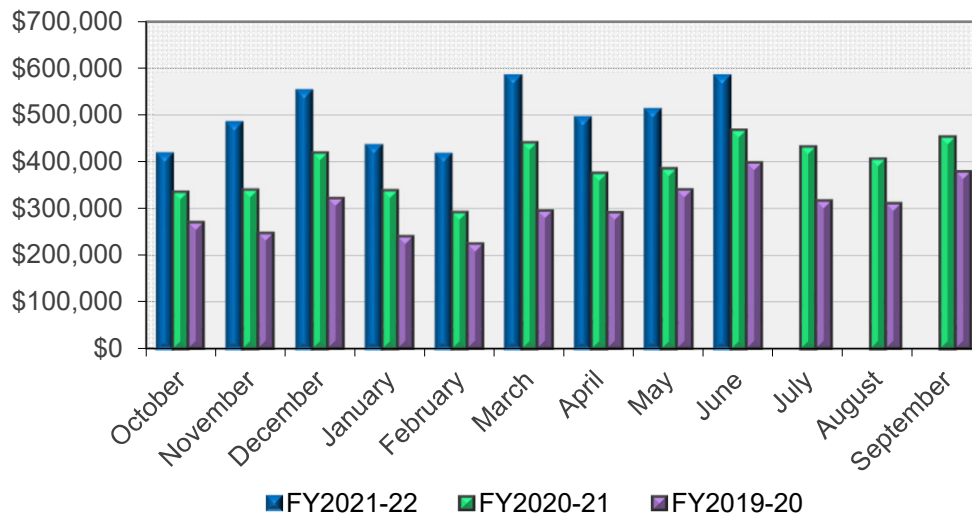
	FY2022 Budget	FY2022 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 8,015,000	\$ 8,018,150	100.0%	Property taxes are collected in December and January.
Sales Tax	3,296,370	2,798,420	84.9%	Remitted from the Comptroller with lag time of 30 - 60 days; amount is nine months of collections
Franchise and Local Taxes	485,000	504,339	104.0%	
Charges for Services	111,600	108,660	97.4%	
Fines	90,000	188,830	209.8%	
Licenses, Permits & Fees	3,703,060	4,845,721	130.9%	
Investment Income	30,000	43,427	144.8%	
Other Revenues	16,300	30,101	184.7%	
Intergovernmental	48,395	47,640	98.4%	
Revenue Total	\$ 15,795,725	\$ 16,585,288	105.0%	With 83.3% of the year expired, revenues are at 105.% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 15,309,784	\$ 11,990,783	78.3%	With 83.3% of the year expired, expenses are 78.3% of budget.
Utility Fund				
REVENUES				
Water Sales	\$ 6,000,000	\$ 5,535,553	92.3%	
Sewer Charges	3,600,000	3,700,119	102.8%	
Sanitation Revenue	1,100,000	1,485,694	135.1%	
Other Charges for Services	745,000	545,381	73.2%	Connection / Reconnect Fees are lower than expected.
Licenses, Permits & Fees	505,000	1,984,503	393.0%	
Investment Income	20,000	31,843	159.2%	
Other Revenues	188,700	217,313	115.2%	
Utility Fund Total	\$ 12,158,700	\$ 13,500,406	111.0%	With 83.3% of the year expired, revenues are 111.0% of budget.
EXPENDITURES				
Administration	\$ 1,219,038	\$ 1,218,037	99.9%	Electricity and legal expenses higher than expected; one-time payment for insurance.
Water	5,654,073	4,812,577	85.1%	
Sewer	4,712,683	3,059,616	64.9%	
Sanitation	1,100,000	1,313,040	119.4%	Growing number of customers resulting in higher expenses.
Utility Billing	560,311	275,394	49.2%	
Utility Fund Total	\$ 13,246,105	\$ 10,678,664	80.6%	With 83.3% of the year expired, expenses are 80.6% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month June 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	511,309	32.7%	385,457
June	583,874	24.8%	467,686
July			432,097
August			406,214
September			453,292
	\$ 4,477,473		\$ 4,687,804

Budget: 4,526,370 98.9% 4,300,000

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

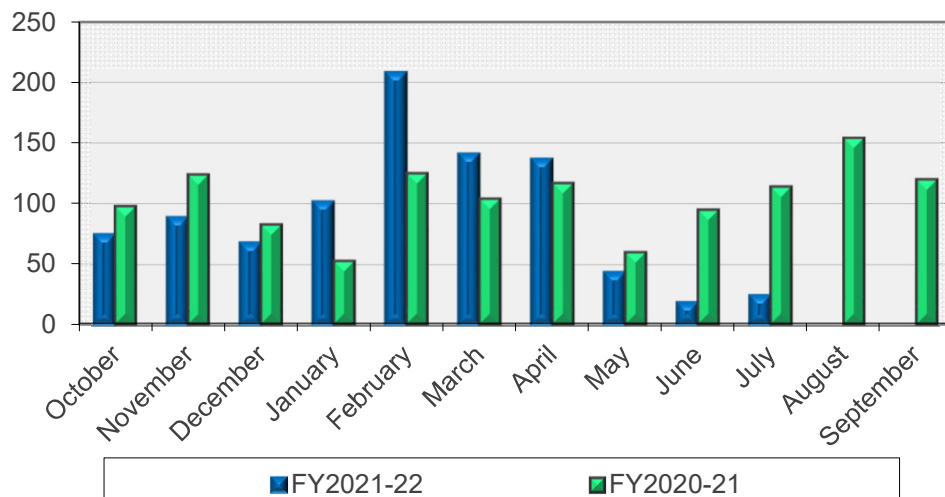


CITY OF ANNA
Building Permits Received
Thru the month July 31, 2022

	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	44	60
June	19	95
July	25	114
August		154
September		120
	908	1,247

		% Budget
FY2022 Budget:	1,100	82.5%

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





Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022

Staff Contact:

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to approve an updated interlocal agreement for jail services between Collin County and the City of Anna. (Police Chief Dean Habel)

SUMMARY:

The Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Collin County has proposed certain updated amendments to the Agreement, to include payment for County expenses in providing jail service for inmates, comprised of a "Basic Charge" of \$XX per day or part of day per inmate that the City requests be confined on charges brought by the City's peace officers, and additional charges for reimbursement of County expenses for health-care services, such that the updated Agreement shall be comprised of the terms set forth in the attached Exhibit 1 and Exhibit 2. Approval would extend the agreement through September 30, 2023

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

1. FY2023 Inmate Housing Fees 4-19-22
2. FY23 Jail Services Amendment 2 - City of Anna
3. ILA Jail Services - FY2023 extension

APPROVALS:

Dean Habel, Police Chief
Jim Proce, City Manager

Created/Initiated - 8/16/2022
Final Approval - 8/17/2022

Proposed Inmate per day Expense Entity Impact

Entity	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2021 Inmate Days Utilizing FY 2023 Adopted Rate
Anna	\$ 3,489.50	\$ 3,768.66	\$ 4,606.14	\$ 4,395.09	\$ 4,543.88	\$ 4,296.27	\$ 3,597.61
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	-	-	\$ -
Celina	1,674.96	3,210.34	1,674.96	3,589.86	2,271.94	822.69	\$ 688.90
Collin Co. Community College	-	-	139.58	-	-	274.23	\$ 229.63
Community ISD	-	-	-	-	-	-	\$ -
DART	-	-	209.37	-	188.94	-	\$ -
Fairview	1,186.43	1,326.01	1,256.22	188.94	98.78	639.87	\$ 535.81
Farmersville	5,443.62	3,140.55	3,000.97	3,873.27	1,284.14	1,462.56	\$ 1,224.72
Farmersville ISD	-	-	-	-	-	-	\$ -
Josephine	69.79	209.37	-	-	98.78	-	\$ -
Lavon	907.27	348.95	837.48	1,133.64	790.24	-	\$ -
Lucas	348.95	-	-	94.47	-	-	\$ -
McKinney	88,005.19	73,349.29	63,090.16	70,285.68	36,977.85	33,090.42	\$ 27,709.22
Melissa	5,024.88	2,512.44	3,768.66	3,495.39	3,457.30	5,119.06	\$ 4,286.59
Murphy	2,652.02	4,885.30	3,419.71	3,400.92	4,642.66	1,279.74	\$ 1,071.63
Parker	139.58	209.37	418.74	-	395.12	-	\$ -
Princeton	5,652.99	12,283.04	5,304.04	7,935.48	5,926.80	4,753.32	\$ 3,980.33
Prosper	1,884.33	1,954.12	2,372.86	3,684.33	4,247.54	914.10	\$ 765.45
Prosper ISD	-	-	-	-	-	-	\$ -
St Paul	-	-	-	-	-	-	\$ -
Westminister	-	-	-	-	-	-	\$ -
Wylie	-	2,931.18	3,978.03	7,179.72	2,271.94	91.41	\$ 76.54
	\$ 116,479.51	\$ 110,128.62	\$ 94,076.92	\$ 109,256.79	\$ 67,195.91	\$ 52,743.67	\$ 44,166.43
Rates	\$ 69.79	\$ 69.79	\$ 69.79	\$ 94.47	\$ 98.78	\$ 91.41	\$ 76.54
# City Days	1,669	1,578	1,348	1,157	680	577	
Federal Inmate Housing	\$ 905,525.25	\$ 919,901.99	\$ 821,360.10	\$ 952,492.33	\$ 1,179,869.74	\$ 510,154.19	\$ 510,154.19
# Federal Days	12,975	13,181	11,769	13,648	11,944	4,859	

Facility Utilization

% County	95.54%	95.99%	96.41%	96.16%	96.39%	98.41%
% City	0.51%	0.43%	0.37%	0.30%	0.19%	0.17%
% Federal	3.95%	3.58%	3.22%	3.54%	3.41%	1.42%

NOTE: CARES Act funding was used in FY 2020 to cover a portion of Public Safety salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	City of Anna	Contract No.	2020-409
	101 S. Powell Parkway	Contract:	Jail Services, City of Anna
	Anna, TX 75409		

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Charges for fiscal year 2023: \$76.54 per day, per inmate

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 2 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. _____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-884-09-21

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-948-09-27</u>	Summary	<u>Renewal 1</u>
Amendment	<u>No. 2</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF ANNA, TEXAS AND AUTHORIZING THE CITY MANGER TO EXECUTE SAME.

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791, "the Act") authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") has approved an interlocal agreement between Collin County, Texas (the "County") and the City of Anna, Texas (the "City"); and

WHEREAS, the City Council finds that the Interlocal Jail Services Agreement (the "Agreement") with the County should be extended for the period of October 1, 2022 through September 30, 2023 (the "Extension"); and

WHEREAS, the County has proposed certain updating amendments to the Agreement, to include payment for County expenses in providing jail service for inmates, updating the "Basic Charge" amount to \$76.54 (seventy-six dollars and fifty-four cents) per day or part of day per inmate that the City requests be confined on charges brought by the City's peace officers, plus any additional charges for reimbursement of County expenses for health-care services, such that the updated Agreement is now modified by the terms set forth in the attached Exhibit 1 and Exhibit 2 (incorporated herein for all purposes); and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to authorize, ratify, and approve the City Manager's execution of the updated Agreement and Extension; and

WHEREAS, the City shall make all payments under the Agreement only from its current revenues;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the amendments and extension attached hereto as Exhibit 1 to extend the Agreement and ratifies and approves the City Manager's execution of same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the Agreement and the Extension.

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

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Dean Habel

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute an updated interlocal agreement for emergency dispatch services between Collin County and the City of Anna. (Police Chief Dean Habel)

SUMMARY:

The Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

The City of Anna contracts with Collin County to provide emergency dispatch services for the police department. Collin County has proposed certain amendments to the interlocal Agreement, to include payment of dispatch service charges for FY2023 in the amount of \$167,154.00 for the extension, and an annual connection fee of \$108.00 for each radio registered on the system. The total cost quoted by Collin County to extend the agreement to September 30, 2023 is \$172,230.00.

FINANCIAL IMPACT:

\$172,230.00 for FY2023

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution

ATTACHMENTS:

1. Resolution-FY2023 Extension and Amendment
2. Exh 1 -FY2023 Dispatch Services ILA Amendment No 1 - City of Anna
3. Exh 2 - FY2023 Dispatch Services ILA-Fees

APPROVALS:

Dean Habel, Police Chief
Jim Proce, City Manager

Created/Initiated - 8/16/2022
Final Approval - 8/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF ANNA, TEXAS AND AUTHORIZING THE CITY MANGER TO EXECUTE SAME.

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791, "the Act") authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") has approved an interlocal agreement between Collin County, Texas (the "County") and the City of Anna, Texas (the "City"); and

WHEREAS, the City Council finds that the Interlocal Dispatch Services Agreement (the "Agreement") previously designated as Contract No. 2021-382, with the County should be extended through September 30, 2023 ("Amendment No. 1"); and

WHEREAS, the County has proposed certain amendments to the Agreement, to include payment of dispatch service charges for contract year October 1, 2022, through September 30, 2023 in the amount of \$167,154 (one hundred and sixty-seven thousand, one hundred and fifty-four dollars and zero cents) for the Extension, plus an annual connection fee assessed by Plano, Allen, Wylie, and Murphy (PAWM) operators for each radio registered on the system, such that the updated Agreement shall use the terms set forth in the attached Exhibit 1 (incorporated herein for all purposes); and

WHEREAS, the PAWN connection fee for the term of Amendment No. 1 has been set as \$108 (one hundred and eight dollars and zero cents) per radio, as set forth in the attached Exhibit 2 (incorporated herein for all purposes); and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to authorize, ratify, and approve the City Manager's execution of Amendment No. 1 to extend the Agreement for another twelve-month contract and update its terms; and

WHEREAS, the City shall make all payments under the Agreement only from its current revenues;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the Amendment No. 1 attached hereto as Exhibit 1 to extend the Agreement and ratifies and approves the City Manager's execution of same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the Agreement and the Extension. All other provisions of the Agreement which are not expressly referenced as amended by the parties shall remain in full force and effect, provided that in the event of any conflict, the terms of Amendment No. 1 shall be controlling over other terms of the Agreement as may be necessary to accomplish the extension described above.

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

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	<u>City of Anna</u>	Contract No.	<u>2021-382</u>
	<u>111 N Powell Pkwy</u>	Contract:	<u>Dispatch Services, City of Anna</u>
	<u>Anna, TX 75409</u>		<u></u>
	<u></u>		<u></u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

- Item #1 Renew contract for a twelve (12) month period at the same terms and conditions of the contract from October 1, 2022, through September 30, 2023.
- Item #2 Update Section 5.01 Compensation clause of the agreement to the following-
- Payment for contract year October 1, 2022, through September 30, 2023, is \$167,154. Payments will be made in four quarterly installments of \$41,788.50. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system.
- From
- The dispatch service charges for FY2022 in the amount of \$140,563.00 shall be paid by the City in four quarterly installments of \$35,140.75. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2022, the fee will be \$108 per radio and may be updated annually by PAWM.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 1 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. _____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-938-09-27

Amendment	<u>No. 1</u>	Court Order No. <u></u>	Summary	<u>Agreement extended and fees updated.</u>
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FY 2023 Radio Cost (excluding FD)

	PD Radios	PAWM	PAWM	Collin County	Grand
Outside Agency	as of 03/01/22	Fee per Radio	Cost	Radio/Dispatch Fee	Total
Anna	47	\$ 108	\$ 5,076	\$ 167,154	\$ 172,230
Anna ISD	4	\$ 108	\$ 432	\$ 8,541	\$ 8,973
Celina	70	\$ 108	\$ 7,560	\$ 216,643	\$ 224,203
Celina ISD	12	\$ 108	\$ 1,296	\$ 24,052	\$ 25,348
Community ISD	6	\$ 108	\$ 648	\$ 12,298	\$ 12,946
Fairview	41	\$ 108	\$ 4,428	\$ 126,605	\$ 131,033
Farmersville	26	\$ 108	\$ 2,808	\$ 81,731	\$ 84,539
Farmersville ISD	7	\$ 108	\$ 756	\$ 15,017	\$ 15,773
Josephine	16	\$ 108	\$ 1,728	\$ 48,130	\$ 49,858
Lavon	27	\$ 108	\$ 2,916	\$ 70,792	\$ 73,708
Melissa	29	\$ 108	\$ 3,132	\$ 119,695	\$ 122,827
Melissa ISD	8	\$ 108	\$ 864	\$ 16,606	\$ 17,470
Princeton	57	\$ 108	\$ 6,156	\$ 201,471	\$ 207,627
Outside Agency Total	350	\$ 108	\$ 37,800	\$ 1,108,734	\$ 1,146,534
Collin County	1,016	\$ 108	\$ 109,728	\$ 2,513,564	\$ 2,623,292



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022

Staff Contact: Ray Isom

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute an updated interlocal agreement for emergency dispatch services between Collin County and the Anna Fire Department (Fire Chief Ray Isom)

SUMMARY:

Collin County provides dispatch services for both Anna PD and Anna FD. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel. Collin County provides dispatch services to Anna Fire Rescue as a courtesy, with no fee to the city, and will continue to do so throughout this agreement period. The City desires to continue obtaining dispatch services from the County as it is the only feasible method to accomplish this. Collin County collects and stores the city's data as it relates to dispatch services. This agreement remains in effect through September 30, 2023 and will be renewed at such time.

FINANCIAL IMPACT:

No cost.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

1. FY 23 Dispatch_Services_Resolution-AFD
2. FY23 Amendment 1 - Anna Fire Dept
3. Original Collin County Interlocal Dispatch Services Agreement

APPROVALS:

Stephanie Welch, Adm Assistant
Jim Proce, City Manager

Created/Initiated - 8/17/2022
Final Approval - 8/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE
RENEWAL OF THE INTERLOCAL DISPATCH SERVICES AGREEMENT
WITH COLLIN COUNTY, TEXAS**

WHEREAS, the City Council of the City of Anna Texas (the "City Council") finds that renewal of the agreement for Dispatch Services with Collin County is vital to support the City of Anna Fire Department's mission to preserve and protect the public health and safety of the City's residents;

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

Whereas, Recitals Incorporated

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

Section 1. Approval of the Renewal of the Interlocal Dispatch Services Agreement

The City Council hereby approves the Interlocal Dispatch Services Agreement attached hereto as **EXHIBIT 1**, and authorizes, ratifies and approves the City Manager's execution of same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreement that shall remain in force until September 30, 2023.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 23th day of August, 2022.

ATTEST:

APPROVED:

Carrie Smith, City Secretary

Nate Pike, Mayor

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-573-06-21

Amendment	<u>No. 1</u>	Court Order No.	<u>Summary</u>	<u>Agreement extended</u>
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INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 21 day of June, 2021, by and between the Anna Fire Department (the "Fire Department") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The Fire Department desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for Fire/EMS services within the Fire Department's jurisdiction and to dispatch the Fire personnel in response to such calls.

HOSTING SERVICES. The term "Hosting Services" means the County will store the Fire Department's data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2021, and shall continue in full force and effect through September 30, 2022. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff's Office to the Fire Department in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the Fire Department and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The Fire Department hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the Fire Department, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the Fire Department notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the Fire Department prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The Fire Department shall have sole ownership of the Fire Department's hosted data and the County shall make no claim to ownership of Fire Department's hosted data.

3.05 Hosted Data Back Up. The County will back up the Fire Department's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the Fire Department a current database backup that

can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the Fire Department's data and/or verify data will be provided in accordance with the County's current rates.

3.06 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2022 are in the amount of \$0.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the Fire Department. The parties agree that the County shall be acting as agent for the Fire Department in performing the services contemplated by this agreement.

6.02 The Fire Department shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the Fire Department pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(C) If to the Fire Department, to:

RAY ISOM, FIRE CHIEF
305 S. POWELL PKWY.
ANNA, TX 75409

(D) Collin County, Remote Access to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the Fire Department shall be provided by the Fire Department to the County Judge of Collin County as follows:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the Fire Department have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary

or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

SECTION 15. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

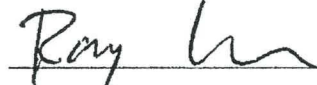
COLLIN COUNTY, TEXAS

BY: 

TITLE: COUNTY JUDGE

DATE: 23 JUNE 2021

"FIRE DEPARTMENT"



BY: RAY ISOM

TITLE: FIRE CHIEF

DATE: 5/4/2021



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution entering into an Interlocal Cooperation Agreement with Collin County for Road and Bridge Improvements for 2022-2026. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is to renew the Interlocal Cooperation Agreement with Collin County for Road and Bridge Construction for another 5-year term (2022-2026). The current ILA is expiring this year. The standard ILA allows the City of Anna to partner with Collin County to complete important road and bridge maintenance and construction projects, which provides for more efficient work and cost savings through the partnership.

The agreement does not bind either party to specific projects or obligations, rather it provides for a path forward on projects which benefit both Collin County and the City of Anna. Staff recommends approval of the item.

FINANCIAL IMPACT:

The Interlocal Cooperation Agreement provides the City with the ability to coordinate and partner with Collin County on road and bridge work, resulting in cost savings and construction efficiencies for both entities.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommend approval.

ATTACHMENTS:

1. Resolution - Collin County Road & Bridge ILA
2. Collin County Public Works Roadway Policy 2021

APPROVALS:

Gregory Peters, Director of Public Works

Created/Initiated - 8/16/2022

Jim Proce, City Manager

Final Approval - 8/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH COLLIN COUNTY, TEXAS FOR ROAD AND BRIDGE CONSTRUCTION FOR 2022 TO 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act") , and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and,

WHEREAS, the functions and/or services contemplated to be performed by THE City of Anna, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and,

WHEREAS, both the City of Anna, Texas and Collin County, Texas are desirous of entering into this Interlocal Cooperation Agreement, which is attached hereto and made a part hereof; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council hereby agrees to timely pay to Collin County, Texas, in accordance with the Interlocal Cooperation Agreement for work the City requests in the amount and upon the terms and conditions set forth.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit "A"

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Anna, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH
COURT ORDER NO. 2021-109-02-01 (Copy Attached)

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.

2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

IV.

This Agreement shall be effective October 1, 2022, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2026 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notices, correspondence, and all other communications shall be addressed as follows; However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

If to Collin County:

Public Works
Jon Kleinheksel
700A Wilmetth Rd.
McKinney, TX 75069
972-548-3700
jkleinheksel@co.collin.tx.us

Purchasing
Gina Zimmer
2300 Bloomdale Rd., #3160
McKinney, TX 75071
972-548-4119
gzimmer@co.collin.tx.us

Administration
Bill Bilyeu
2300 Bloomdale Rd., #4192
McKinney, TX 75071
972-548-4698
bbilyeu@co.collin.tx.us

If to City:

Name
Address
City, State, Zip
Phone
[email](#)

V.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

VI.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Anna will meet in person to discuss and try to resolve the issue. This process will take no more than five (5) business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit

Neither party may file a claim or lawsuit in any forum before the parties are finished using the cooperation procedures set forth above.

Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

VII.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement. This agreement does not confer any rights or remedies upon any person or entity other than the Parties.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original for all purposes.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Title: County Judge

CITY OF ANNA

Date: _____

By: _____

Title: _____

State of Texas
Collin County
Commissioners Court

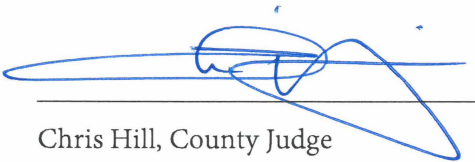
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§

Court Order
2021-109-02-01

An order of the Collin County Commissioners Court adopting a policy.

The Collin County Commissioners Court hereby approves the amended Collin County Road and Right of Way policies, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, February 2, 2021.



Chris Hill, County Judge



Susan Fletcher, Commissioner, Pct 1



Cheryl Williams, Commissioner, Pct 2



Darrell Hale, Commissioner, Pct 3



Duncan Webb, Commissioner, Pct 4



ATTEST: Stacey Kemp, County Clerk



COLLIN COUNTY ROADWAY POLICY

Approved by the Collin County Commissioners Court on February 1, 2021
Court Order Number 2021-109-02-01

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1.01 INTRODUCTION

A. Purpose

This Roadway Policy has been adopted by Commissioners Court to put standards in place by which roadways and right of way in unincorporated Collin County are maintained. Commissioners Court reserves the right to amend any portion of this court order as deemed necessary and/or when required by changes in the law of Texas, state statutes or transportation codes.

B. Applicability

This Policy applies to roadways within Collin County that are located outside of the corporate limits of a municipality. Additionally, this policy may exclude areas within Collin County that are located within the extraterritorial jurisdiction (ETJ) of a municipality, provided that an ETJ has been established by the municipality and the municipality has entered into a written interlocal agreement with the County that identifies the municipality as the entity authorized to maintain roadways and rights of way within their respective ETJ.

Collin County will not be responsible for any damage caused by County crews to any facility installed that is not in compliance with this Policy.

Any extenuating circumstances not covered under this Policy shall be brought to the attention of Commissioners Court for consideration.

1.02 DEFINITIONS

For the purpose of this Policy, the following terms, phrases, words and their derivations shall have the meaning given herein. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in planning and engineering practice. The word “shall” is mandatory and the word “may” is permissive.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) - An association of state highway and transportation officials.

BUSINESS DAY – the days of the week when County offices are normally open (excludes official holidays and weekends). Collin County holidays may be found online at:

<https://www.collincountytx.gov/government/Pages/Holidays.aspx>

COLLIN COUNTY ROADWAY SYSTEM – Any roadway maintained by Collin County Public Works.

COMMISSIONERS COURT – The Commissioners Court of Collin County.

COUNTY – Collin County, Texas.

COUNTY CLERK – the County Clerk of Collin County.

COUNTY ROADWAY – a public roadway under the control and maintenance of the

County.

DEDICATION – the appropriation of land, or an easement therein, by an Owner, for the use of the public and accepted for such use by or on the behalf of the public.

DEVELOPER – any person, partnership, firm association, corporation (or combination thereof), or any officer, agent, employee, servant or trustee thereof, who performs or participates in the performing of any act toward the development of a subdivision, within the intent, scope and purview of the Collin County Subdivision Regulations.

DEVELOPMENT – all land modification activity, including grading or construction of buildings, roadways, parking lots and/or other impervious structures or surfaces.

DIRECTOR OF PUBLIC WORKS – where used in this Policy, “Director of Public Works” shall mean the Collin County Director of Public Works and his/her authorized and/or appointed representatives.

EASEMENT – an area for restricted use on private property upon which a public or private utility/entity/HOA or Lot Owner responsible for maintenance shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or interfere with the construction, maintenance and/or efficiency of its respective systems on or within any of these easements.

ENGINEER – a person licensed under the provisions of the Texas Engineering Registration Act to practice the profession of engineering in the State of Texas.

EXISTING ROADWAYS – roadways that have been constructed and are in place prior to the passage of this Policy.

EXTRATERRITORIAL JURISDICTION (ETJ) – the unincorporated land area, not a part of any city, which is contiguous to the corporate limits, as defined in [Local Government Code, Chapter 42](#).

FACILITY - any permanent or temporary non-County owned improvement placed within the right of way. Such facilities may involve underground, surface, or overhead facilities, either singularly or in combination. (Accessories are any attachments, appurtenances, or integral parts of the facility such as fire hydrants, valves, gas regulators, etc.).

FINAL ACCEPTANCE – formal acceptance by order of the Collin County Commissioners Court.

HOMEOWNERS ASSOCIATION – an organized, non-profit corporation with mandatory membership when property is purchased.

INCORPORATED AREA – See Extraterritorial Jurisdiction.

INTERLOCAL AGREEMENT (ILA) – A written contract between local government agencies.

MINIMUM REQUIREMENTS – Minimum acceptable requirements; such requirements may be modified by the Director of Public Works as may be necessary to protect the public

health, safety, and welfare.

OWNER – the Owner of the parent tract or lot of record.

PUBLIC WORKS – Collin County Public Works.

RESIDENT – a person who lives somewhere permanently or on a long-term basis.

RIGHT OF WAY – a parcel of land that is occupied or intended to be occupied, by a roadway or alley. Where appropriate, “right of way” may include other facilities and/or utilities such as sidewalks; railroad crossings; and/or electrical, telecommunication, oil, gas, water, sanitary sewer and/or storm sewer facilities. The term “right of way” shall also include parkways and medians which are located outside of the actual pavement. The usage of the term “right of way” for land platting purposes shall mean that every public right of way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right of way and shall not be included within the dimensions or areas of such lots or parcels. The right of way is the distance between property lines measured at right angles to the centerline of the roadway or alley.

ROADWAY – a paved right of way (or easement), whether public or private and however designated, which provides vehicular access to adjacent land and/or connection to other roadways or highways.

SUBDIVISION – the division of a tract of land situated within Collin County and outside the corporate limits of any municipality into two (2) or more lots, parcels or tracts for the purpose of sale or development, or for the purpose of laying out roadways, alleys, squares, parks, public utility easements, public rights of way, private ingress/egress easements, drainage or stormwater improvements, or other parts of the tract intended to be dedicated for public use or for the use of purchasers or owners of lots or parcels fronting on or adjacent to such facilities.

TAA– a Temporary Access Agreement between Collin County and property owner.

TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) - The most recent edition, including any additions or corrections, of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

THOROUGHFARE - a principle traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the area adjacent thereto and to act as a principle connecting roadway with state highways.

THOROUGHFARE PLAN – the most recently adopted Collin County Thoroughfare Plan
<https://www.collincountytx.gov/mobility/Documents/CCThoroughfarePlan.pdf>

1.03 EXISTING ROADWAYS – MAINTENANCE RESPONSIBILITIES

Only public roadways that have been determined by Commissioners Court to be approved County Roads shall be maintained at County expense by Public Works. The County shall not maintain U.S. Highways, state roadways, private roadways, and other roadways or sections of a roadway within the city limits of an incorporated city.

A. Roadways within an Incorporated Area or within a City

1. Each city within Collin County is responsible for maintaining the bridges and roadways within their city limits.
2. Commissioners Court may consider making or participating in general maintenance items including rocking, grading, asphalt, leveling, seal coating, oiling for dust control, installation of culverts, warning signs, cleaning of drainage ditches, mowing or brush cutting and emergency repairs to bridges.
3. The following requirements must be met before Public Works can perform maintenance within an incorporated area or within city limits:
 - a. An Interlocal Agreement (ILA) must be presented to and approved by Commissioners Court. This currently executed ILA must be on file with the County.
 - b. Commissioners Court has granted approval of maintenance request(s).
 - c. Schedule will be set forth by Public Works and will be dependent upon the work schedule of County crews.
 - d. Emergency requests will be evaluated by Commissioners Court based upon the merits presented by the requesting city. Commissioners Court authorization is required for work performed within incorporated Cities.

B. Roadways adjacent to a City

1. Roads or sections of roadways bordered by a city or cities may be maintained at County expense as follows:
 - a. A portion of a public roadway adjacent to property that has been annexed by a city or cities before 2015, from the centerline of the roadway to the edge of the roadway on the opposite side from the City, may be maintained at County expense. The city's responsibility for maintenance of the roadway shall extend to the centerline of the roadway.
 - b. Any portion of a public roadway adjacent to property that has been annexed by a city or cities after 2015, shall not be maintained at County expense. The city's responsibility for maintenance of the roadway shall extend to the entire roadway.
 - c. Any portion of a public roadway that is bordered by a city or cities on both sides will be considered to lie entirely within an Incorporated Area and shall

not be maintained at County expense.

C. Roadways within a Subdivision

1. Maintenance of roadways in a Subdivision shall be performed by the Developer or Homeowners Association until roadways have been approved for County maintenance by Commissioners Court. See Collin County Subdivision Regulations for further information.

D. Abandonment of County Roads

1. The Commissioners Court, by unanimous vote, may abandon a County roadway upon following specific procedures as required by Vernon's Civil Statutes and the Texas Transportation Code Section 251.057.
<https://statutes.capitol.texas.gov/Docs/TN/htm/TN.251.htm#251.057>
2. In order for the public to request the relinquishment of the public's right of way and use of a roadway, the following conditions must be met:
 - a. Petition and Notice signed by eight (8) freeholders of land in the Commissioners' Precinct where the roadway is located is required to abandon a roadway.
 - b. Original signatures are needed on three (3) copies of both the Notice and Petition.
 - c. Signatures should be exactly as name appears on tax roll.
 - d. The roadway and its location should be described on the Notice and Petition prior to signatures being obtained.
 - e. Twenty (20) days public notice posted at the County Courthouse and along the subject roadway is required before Commissioners Court can consider taking action to abandon a roadway. Collin County will post the Notice at these locations upon verification of signatures.
 - f. Unanimous consent of Commissioners Court is required to abandon a roadway.
 - g. In some instances, as required by law, Collin County shall be compensated for the abandonment of right of way.

1.04 EXISTING ROADWAYS – MAINTENANCE SCHEDULE

A. Roadway Oiling – Residents with Respiratory Conditions

1. The County will oil a 500-foot portion of a County rock roadway for dust control in front of a resident's house whereas:
 - a. The resident has a chronic respiratory condition.
 - b. The condition is documented by a Medical Doctor (MD).

- c. The County's Application for Dust Control Oiling is signed by a doctor and submitted once each 36 months or 3 years.
 - d. Application for Dust Control Oiling due to chronic respiratory condition is available by calling Public Works (972-548-3700) and requesting an application. This form can be returned by mail to: Public Works, 700 A. West Wilmeth Road, McKinney, Texas, 75069 (or faxed to (972) 548-3754). Residents may also print the form from the Public Works webpage at: https://www.collincountytx.gov/public_works/road_bridge/Documents/HealthLetter.pdf
- 2. If the house is located at a roadway intersection the roadway will be oiled 500-feet in both directions from the intersection.
- 3. Road oiling for dust control will be performed one time each year and only between Mid-March and early October.
- B. Roadway Oiling – Cemetery Locations
 - 1. The County will oil 500 feet of a rock roadway in front of a cemetery for dust abatement at no cost, with approved advanced notice as indicated below:
 - a. Public Works receives 48 hours advanced notice of a graveside service date or;
 - b. Public Works receives 10-day advanced notice of the date scheduled for a recognized cemetery "clean up day"
- C. Roadway Oiling – Additional Applications
 - 1. Routine roadway grading will not warrant additional applications of oil. All additional applications of oil whether health related or otherwise will be at the requestor's expense.
 - 2. When construction causes heavier than normal truck traffic on a rock road the County may, at the discretion of the Director of Public Works, apply oil.
 - 3. All other requests for oiling in unincorporated areas of the County shall be at the requester's expense. Collin County shall be reimbursed for the cost of materials; requestor to call County for cost estimate based on current price. This process will consist of three (3) separate applications per 500 linear feet, typically two applications on a specific day with the remaining application a day or two thereafter. This service will be performed only between the warmer months of Mid-March through Early October. Requests for roadway oiling during the warmer months shall be made no later than September 30 of the year prior.
- D. Temporary Roadway Closures

Requests for Temporary Road Closures shall be made as far in advance as possible, with minimum submittal dates listed below. Late requests may be denied due to not having enough time to evaluate impacts.

1. Non-Emergency Temporary Road Closure Request: Complete and submit the County's Roadway Closure Request Form at least 72 hours of the proposed closure. This form can be found on the County's website at: https://www.collincountytx.gov/public_works/road_bridge/Pages/roadclose.aspx The Director of Public Works will review the request and notify the applicant in writing of their decision within 24 hours of the road closure. If approved, County staff will notify affected parties such as USPS, school districts, law enforcement, emergency responder agencies, and adjacent landowners. Applicant is responsible for deploying and retrieving all necessary equipment including barricades, cones, signs, etc.
 2. Special Event Temporary Road Closure Request: Complete and submit the County's Roadway Closure Request Form at least 90 days prior to the special event. This form can be found on the County's website at: https://www.collincountytx.gov/public_works/road_bridge/Pages/roadclose.aspx The Director of Public Works will review the request and notify the applicant in writing of their decision within 14 days of the road closure. The event sponsor shall be responsible for funding any County personnel and equipment provided for traffic control.
 3. Emergency Temporary Road Closure Request: In the event of an Emergency Temporary Road Closure, call 972-548-3700 to submit verbal request. Requests will be executed expeditiously by on-duty Public Works staff or on-call staff during non-business hours. Public Works will promptly deploy barricades, cones, and/or other appropriate equipment to the roadway(s). Once the situation is stabilized (flood waters subside, public safety restored, etc.) and the Director of Public Works has communicated approval, Public Works staff will collect all equipment and re-open the roadway(s).
- E. Mowing/Brush Cutting
1. Public Works will mow all County right of way property as follows:
 - a. Spring/Summer months – Mow all County Roadways one mower width (8' to 12') once per year.
 - b. Fall/Winter months – Mow all County Roadways total right of way width (including fence lines as instructed by the Director of Public Works) once per year. This may include areas between the pavement and fences where fences are outside of the right of way limits.
 2. Brush cutting is typically performed during dormant fall and winter (non- growth) months:
 - a. Tree and limb removal by use of hydraulic boom mowers will serve to minimize vehicle damage from overhanging limbs/brush and improve vehicle/driver line of sight. Branches over the roadway will be trimmed to provide 18' of vertical

clearance, while branches outside the roadway but within the right of way will be trimmed to a height of 14' vertical clearance.

- b. Hand cutting and pruning is completed as manpower and scheduling permit. Requests for hand cutting are handled and approved on a case by case basis.
- 3. Brush and vegetation will be cut anywhere necessary to maintain adequate line of sight on roadways.

F. Herbicide Application

- 1. Public Works will treat all County right of way 2 times per year with contact herbicide at required or allowable rates. This includes facility obstructions (i.e. fire hydrants, water valves, guardrails, pole guy wires, phone pedestals, etc.) to improve visibility of object.
- 2. All asphalt roadway shoulders are treated with herbicides.
- 3. Residents and business owners may request that the County not spray the right of way adjacent to their property by calling 972-548-3700. The resident or business owner accepts responsibility for maintaining the right of way according to this Roadway Policy. Non-spray requests may be denied based on the following conditions:
 - a. Where roadway shoulder vegetation encroachment has caused or shows the potential to cause damage to the roadway surface.
 - b. Where herbicide treatment of facility obstructions poses a liability to County maintenance.
 - c. Line of sight and visibility issues.
 - d. Any other condition as deemed by the Director of Public Works.

G. Inspections

- 1. Inspection of County-maintained asphalt and concrete roadways will be conducted on a schedule to be determined by the Director of Public Works.
- 2. Inspection of city roadways will be conducted as per parameters set forth in the ILA. If inspection parameters are not defined in the ILA, inspections will be conducted on a schedule determined by the Director of Public Works.
- 3. Inspection of subdivision roadways will be conducted prior to County takeover of maintenance as per Collin County Subdivision Regulations.
- 4. Additional inspections will be performed as determined by the Director of Public Works. Inspection results will be used as a guide to determine budget and repair/maintenance requirements.

1.05 EXISTING ROADWAYS - IMPROVEMENTS

A. Improvements to Roadways Within City Limits

1. Commissioners Court may consider performing or participating in improvements to roads and bridges within the corporate limits of a city. These improvements include but are not limited to general maintenance items including rocking, grading, asphalt, leveling, seal coating, oiling for dust control, installation of culverts, warning signs, cleaning of drainage ditches, mowing or brush cutting and emergency repairs to bridges. The following requirements must be met before Public Works can perform improvements within city limits:
 - a. An Interlocal Agreement (ILA) must be presented to and approved by Commissioners Court. This currently executed ILA must be on file with the County.
 - b. Schedule will be set forth by Public Works and will be dependent upon the work schedule of County crews.
 - c. Emergency requests will be evaluated by Commissioners Court based upon the merits presented by the requesting city. Commissioners Court authorization is required for work performed within incorporated Cities.
- B. Major Improvements to Roadways Within City Limits
 1. Major improvements such as the construction or reconstruction of roadways will be considered on a case by case basis.
 2. All major improvement requests must be submitted in letter format to the Director of Public Works by April 1st of the year prior to the year improvements are anticipated.
- C. Reimbursement for Work Performed by Public Works
 1. Prior to beginning any improvements, the city shall make reimbursement arrangements. If the city is unable to reimburse for the full amount, the city may petition Commissioners Court for a payment schedule including interest. A cost matrix for roadway and bridge repair costs shall be approved by Commissioners Court. The fee schedule shall be reviewed annually or as directed by the Director of Public Works.
 2. Reimbursement costs for roadway and bridge repairs or improvements will be as per the Collin County Cost Matrix. The Collin County Cost Matrix for Cities can be found here:
https://www.collincountytx.gov/public_works/road_bridge/Pages/cost_matrix.aspx
and is subject to change. Any deviation from this cost matrix must be approved by Commissioners Court.

1.06 COUNTY ROADWAY FEATURES AND ADJACENT AREAS

A. Right of Way

1. Right of way shall be donated by transfer of title, easement, or purchased through negotiations and/or eminent domain proceedings. Property owners have the option to donate the same by transfer of title. Public Works does not purchase right of way or utilize condemnation for any roadway improvement. The requested right of way must be acquired prior to the commencement of the project.
 2. The minimum right of way width for road projects performed by Public Works shall be 40 ft. The County may require right of way wider than the minimum where it is determined that the existing width and drainage are not adequate for roadway improvements.
 3. The required right of way width for subdivision roadways shall be as shown in the Collin County Subdivision Regulations.
 4. County right of way shall be kept clear of trees and brush. Collin County has the right to exercise a right of way easement to prevent the planting of trees and shrubs in the right of way and to remove or cause to be removed trees or shrubs growing there by Court Order 2010-722-09-13.
 5. An easement will establish the right of the County to enter onto a property in order to perform necessary work but shall not establish the responsibility to do so.
 6. No work may occur in County right of way or easement without obtaining a permit from the County prior to beginning work. See Collin County Right of Way Use Policy for more information.
- B. Temporary Access Agreement
1. The County may propose to enter into a Temporary Access Agreement (TAA) with the Owner in the event that private property will be needed for roadway improvements. A TAA could grant the County the ability to use private property for the following:
 - a. Parking of County vehicles or equipment
 - b. Stockpile, burn, or chip debris or dirt
 - c. Any other access as approved by the Director of Public Works
 2. TAA's that are required in order to place permanent improvements on private property require Commissioners Court approval.
 3. The County shall, at its expense, restore private property to substantially the same appearance as previously existed following the expiration of the TAA.
 4. A TAA may be used in lieu of a permanent easement to perform minimally intrusive work as part of a right of way issue.
- C. Reimbursement by Property Owners

1. Upon Commissioners Court approval of roadway maintenance or improvements requiring reimbursement from the adjacent property owner, the required amount of money shall be placed in a non-interest bearing escrow account at a bank located within Collin County.
2. Reimbursement amount may include the cost involved for surveying, preparation of Deed or Easement, re-location of fences, facilities (if in a dedicated easement), culverts or other existing improvements. When property owners are required to incur total cost for the upgrade of a roadway, the above cost shall not be borne by Collin County.

D. Fencing/Gates

1. Fences installed inside the right of way will be removed at Owner's expense.
2. Right of way obtained as required for roadway improvements may require an existing fence to be removed. The existing fence will be removed and replaced with a fence of the same size and material at County expense. The new fence will be placed at the property line adjacent to the roadway frontage. Existing gates will be reused and re-hung.
3. Reimbursement for any changes to an existing fence is subject to approval by Director of Public Works and authorization by Commissioners Court.
4. All negotiations regarding fence replacement must be completed prior to right of way easement return to Public Works for recording at the Collin County Clerk's Office.
5. Temporary electric fencing, if warranted, will be provided, installed, maintained, and removed by Collin County as related to any roadway improvement project.

E. Mail Boxes

1. Mailboxes and their installation in County right of way shall meet specifications found in both the Texas Department of Transportation Regulations and United States Postal Service Regulations. Further information can be found here:
<https://www.txdot.gov/inside-txdot/division/maintenance/mailboxes.html>
<https://www.usps.com/manage/mailboxes.htm>
2. Installation of brick/masonry/ornamental metal or other mailboxes that do not conform to these regulations are prohibited inside the right of way.
3. In the event that an existing mailbox is damaged by Public Works crews, the County will replace the damaged mailbox with a standard United States Postal Service approved mailbox on a light weight bendable or break-away pole, regardless of the original construction design.
4. Roadway maintenance or improvements may require the relocation of existing mailboxes within the County right of way.

F. Roadway Drainage and Driveway Culverts

Refer to Collin County Drainage Design Manual.

1.07 MISCELLANEOUS

A. Signs

1. For installation of regulatory, warning signs and other traffic control devices, Public Works utilizes the most recently adopted versions of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the TxDOT Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. Commissioners Court Order Number 2002-247-04-08 Section B was amended regarding signage (both Regulatory and warning) placed adjacent to County roadways November 9th, 2004 to read as follows:
 - a. All roadway signs shall meet the specifications of Public Works. Private roadway signs are the responsibility of the property owner. The property owner shall pay for fabrication and installation, and any necessary future maintenance of the sign. All signs must meet Collin County standards.
 - b. Collin County does not authorize the use or installation any private signs on County Road right of way. This includes, but is not limited to:
 - i. Business Advertisements
 - ii. Real estate signs (house for sale, open house, etc.)
 - iii. Personal signs (garage sale, puppies for sale, etc.)
 - iv. Political signsIn addition it has been proven in courts of law throughout the country that the below signs provide a false sense of security to those the signs are intended to benefit. As such, these signs become a liability. Additional signs not allowed on County roadways or their respective right of way include but are not limited to the following:
 - v. Children At Play
 - vi. Watch For Children
 - vii. Cattle Crossing
 - viii. Deaf Child

B. Striping

1. The Director of Public Works will determine if a roadway requires striping.
2. Roadway striping shall be installed as per the most recently adopted versions of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the TxDOT Texas Manual on Uniform Traffic Control Devices (TMUTCD).

C. Guard Rail

1. Requests for guardrail installation to be performed by the County are considered on a case-by-case basis. Determining factors for installation depend upon traffic studies, evaluation of the area requested, and availability of applicable warning signs in lieu of guardrail.
- D. Speed Bumps
1. Speed bumps are not allowed on any County roadway.
- E. Parking
1. Parking is not allowed within County right of way unless the roadway is designed to include a parking lane.
- F. Historical Markers
1. Historic persons must be deceased for at least 10 years in order to qualify, unless they are of statewide or national significance. Historic events that changed the course of state or local history must have occurred at least 30 years ago. Most other topics, including institutions, organizations and businesses must date back to at least 50 years in order to qualify. For the Recorded Texas Historic Landmark designation, buildings and structures need to be at least 50 years of age. The topic must also have demonstrated historical significance and, in the case of buildings and structures, possess architectural significance as well.
 2. Collin County must receive a written request detailing the historical site and marker specifications and logistics. A request must be made and placed on Commissioners Court. Upon receipt of a signed Court Order, the Marker can be made or received and placed at the site.
- G. Inclement Weather
1. County forces will apply sand at the discretion of the Director of Public Works.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 26.2± acres on the east side of County Road 419, 370± feet north of E. Foster Crossing Road from SF-E Single-Family Residential – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete, asphalt batching plant. (Planning Manager Lauren Mecke)

SUMMARY:

The applicant is requesting to rezone the subject property to Heavy Industrial District (I-2) with a Specific Use Permit (SUP) for a permanent concrete batching plant. An SUP application shall be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate with regard to the health, safety and welfare of the general public.

History

On April 14, 2015 the City of Anna incorporated the land area associated with the current zoning request into the city limits. The existing land use at the time of incorporation was a concrete batching plant. Subsection (a) of Section 9.04.006 (Annexed territory) within the Zoning Ordinance states:

All territory hereafter annexed to the city shall be temporarily classified as SF-E Single-Family Residential - Large Lot District until permanent zoning is established by the city council. The procedure for establishing permanent zoning on annexed territory shall conform to the procedure established by law for the adoption of the original zoning regulations.

Surrounding Land Uses and Zoning

North RV Park and Vacant Land, both located in the ETJ
East Electric Substation zoned SF-E
South Concrete batch plant zoned SF-E & located in the ETJ
West Vacant land located in the ETJ

Land Use - The applicant is proposing to rezone the subject property to allow for the continued operation of the existing concrete batch plant.

Conformance with the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan identifies the subject property as Manufacturing and Warehouse. Manufacturing and Warehouse areas provide basic jobs and keep people in the city during different working hours.



SUMMARY:

The applicant has indicated that site improvements are needed in order for the existing operations to be brought in compliance with requirements of the Texas Commission on Environment Quality (TCEQ). However, the zoning ordinance states that no permit for construction of a building or use of land shall be issued other than a permit which will allow construction of a building permitted in SF-E districts unless and until such territory has been classified in a zoning district other than a Single-Family Residential - Large Lot District.

The applicant has submitted a Site Plan, Landscape Plan, and Lighting Plan with the zoning and will submit a Plat to bring the entire property up to city standards (i.e. zoning, landscaping requirements, design standards, etc.) and meet TCEQ requirements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Burnco Zoning Locator Map
2. Ordinance (Zoning) Burnco Addn, BL A, Lt 1
3. Exhibit 1 Zoning Exhibit & Description
4. Exhibit 2 (SP) Burnco

APPROVALS:

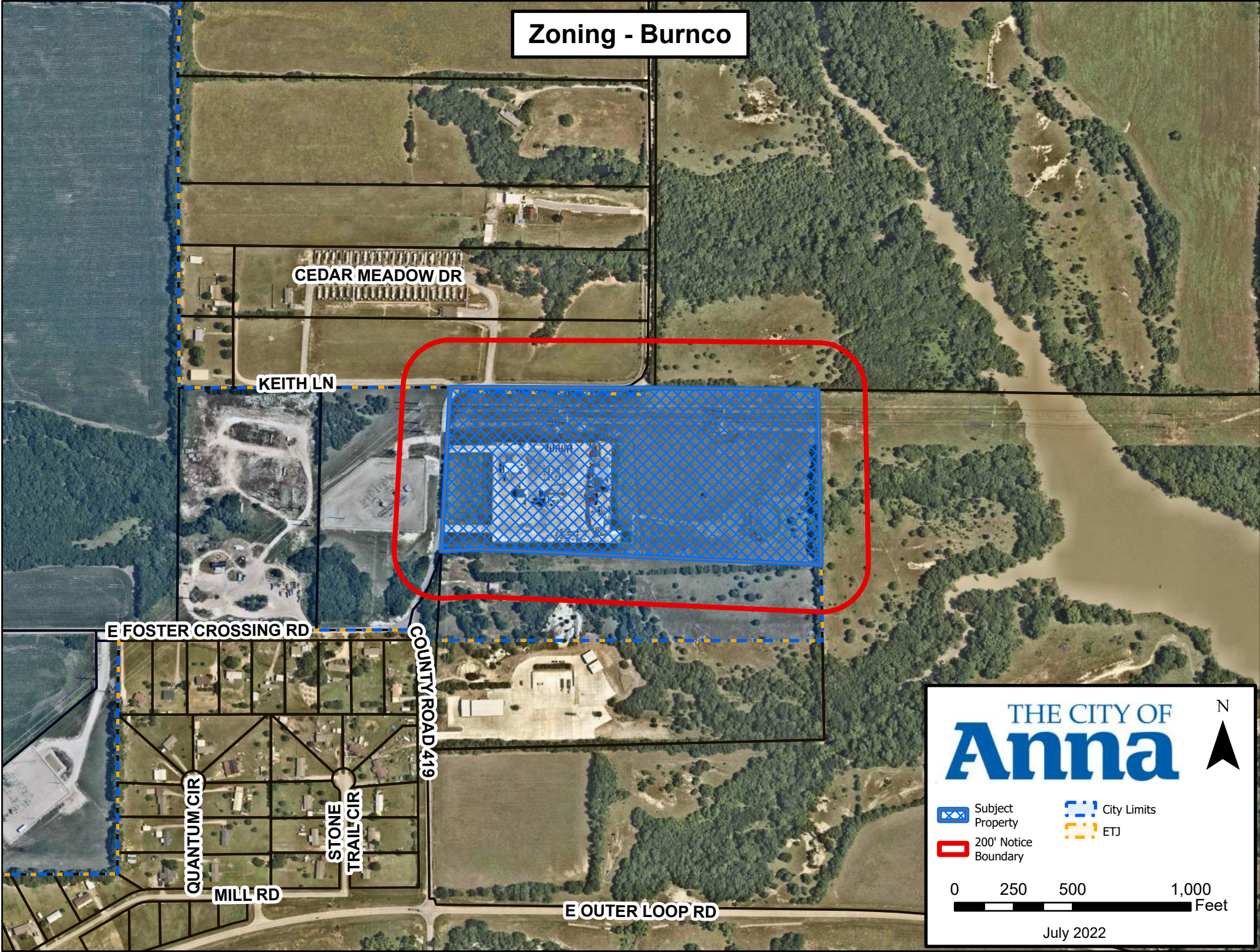
Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 8/16/2022

Approved - 8/17/2022

Final Approval - 8/17/2022

Zoning - Burnco



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

200' Notice Boundary

0 250 500 1,000 Feet

July 2022

CITY OF ANNA, TEXAS

(Property zoned under this ordinance is generally located on the east side of County Road 419, 370± feet north of E. Foster Crossing Road)

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 Tricycle Lane Texas, LLC / Burnco Texas, 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 east side of County Road 419, 370± feet north of E. Foster Crossing Road being rezoned from SF-E Single-Family Residential – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete, asphalt batching plant; 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 are hereby amended by changing the zoning of the Property described in Exhibit 1 (Property Description) and as depicted in the Site Plan on the attached Exhibit 2 from SF-E Single-Family Residential - Large Lot to I-2 Heavy Industrial District zoning with a Specific Use Permit for a permanent concrete batching plant.

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.

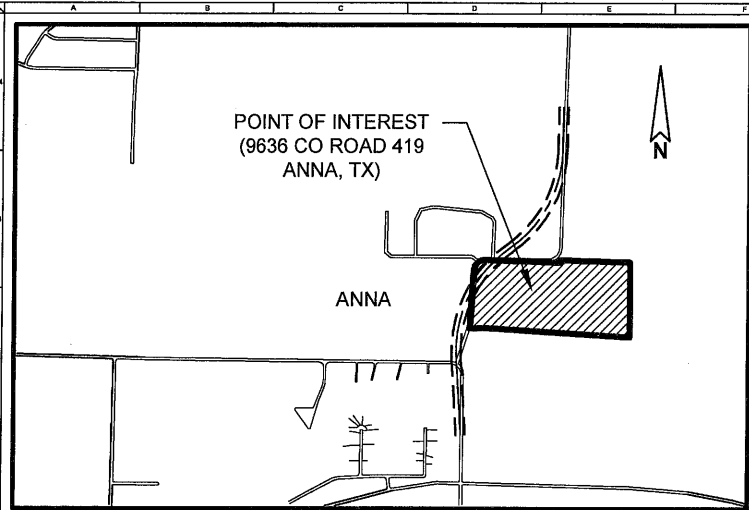
PASSED by the City Council of the City of Anna, Texas this 23rd day of August 2022.

ATTESTED:

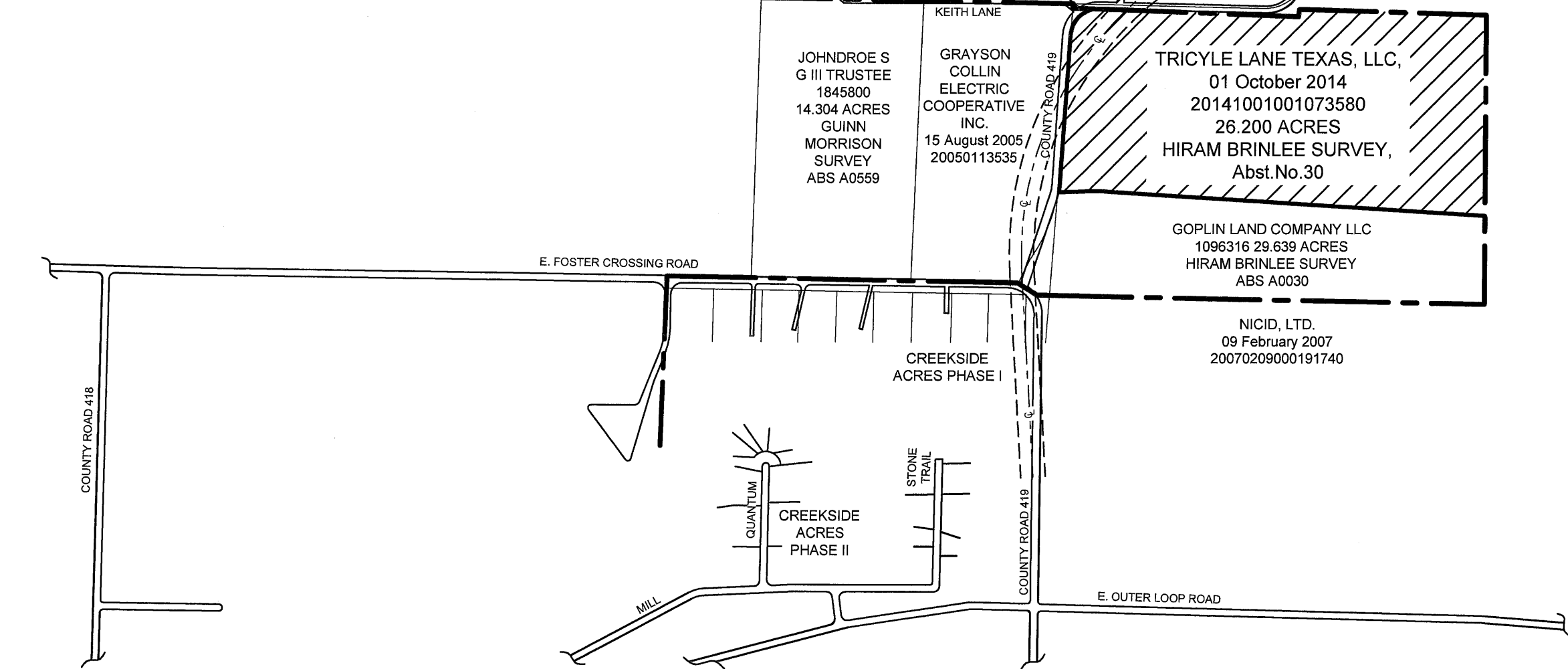
APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



VICINITY MAP
N.T.S.



SITE DATA:
[Hatched Box] = SUBJECT PROPERTY
LOT AREA: 1,141,263.69 SF (26.200 ACRES)
ZONING FROM: "SF-E"
(SINGLE-FAMILY-LARGE LOT)
EXISTING LAND USE: EXISTING CONC.
BATCH PLANT
ZONING TO: "HI-2" HEAVY INDUSTRIAL
PROPOSED LAND USE: CONCRETE BATCH
PLANT BY SUP
LOCATION: INSIDE ANNA CITY LIMITS
PROPERTY ID: 2734347
GEOGRAPHIC TAX ID: P-9000-216-1183-1

MARK E LOVVORN
& LYNN CRAFT
1008411 178.71 ACRES
GUINN MORRISON SURVEY
ABS A0559

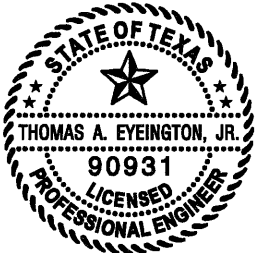
JOHNDROE S
G III TRUSTEE
1845800
14.304 ACRES
GUINN
MORRISON
SURVEY
ABS A0559

GRAYSON
COLLIN
ELECTRIC
COOPERATIVE
INC.
15 August 2005
20050113535

TRICYCLE LANE TEXAS, LLC,
01 October 2014
20141001001073580
26.200 ACRES
HIRAM BRINLEE SURVEY,
Abst.No.30

GOPLIN LAND COMPANY LLC
1096316 29.639 ACRES
HIRAM BRINLEE SURVEY
ABS A0030

NICID, LTD.
09 February 2007
20070209000191740



THOMAS A. EYEINGTON, JR.
ELECTRONIC SEAL DATE: 06/15/2022
EYEINGTON ENTERPRISES, INC.
F-8189

[Handwritten Signature]

- ANNA CITY LIMITS
- ROAD (CR OR HWY)
- PROPERTY LINE
- ANNA PARCELS
- PROPOSED ALIGNMENT OF CR 419

"APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE."

DRAWING LIST TABLE			
DRAWING NUMBER	DRAWING TITLE	REVISION DATE	REVISION #
ZE-1	ZONING EXHIBIT	6/15/2022	0
ZE-2	SPECIAL WARRANTY DEED	6/15/2022	0
ZE-3	EXHIBIT A	6/15/2022	0

EYEINGTON ENTERPRISES, INC. (EEI)
UTILIZED SURVEYING DATA PREPARED BY COX LAND SURVEYING CO., JOB #14-10370 TO PREPARE THIS EXHIBIT FOR THE PURPOSES OF THE CITY OF ANNA

ZONING EXHIBIT
BURNCO TEXAS LLC DEVELOPMENT PLAT
HIRAM BRINLEE SURVEY SHEET 1, TRACT
38, Abst. No. 30

OWNER:
BURNCO TEXAS, L.L.C.
9636 COUNTRY ROAD 419
ANNA, TX 75049
CONTACT: PAUL ROUSE
EMAIL: PAUL.ROUSE@BURNCO.COM
PHONE: 972-893-6070

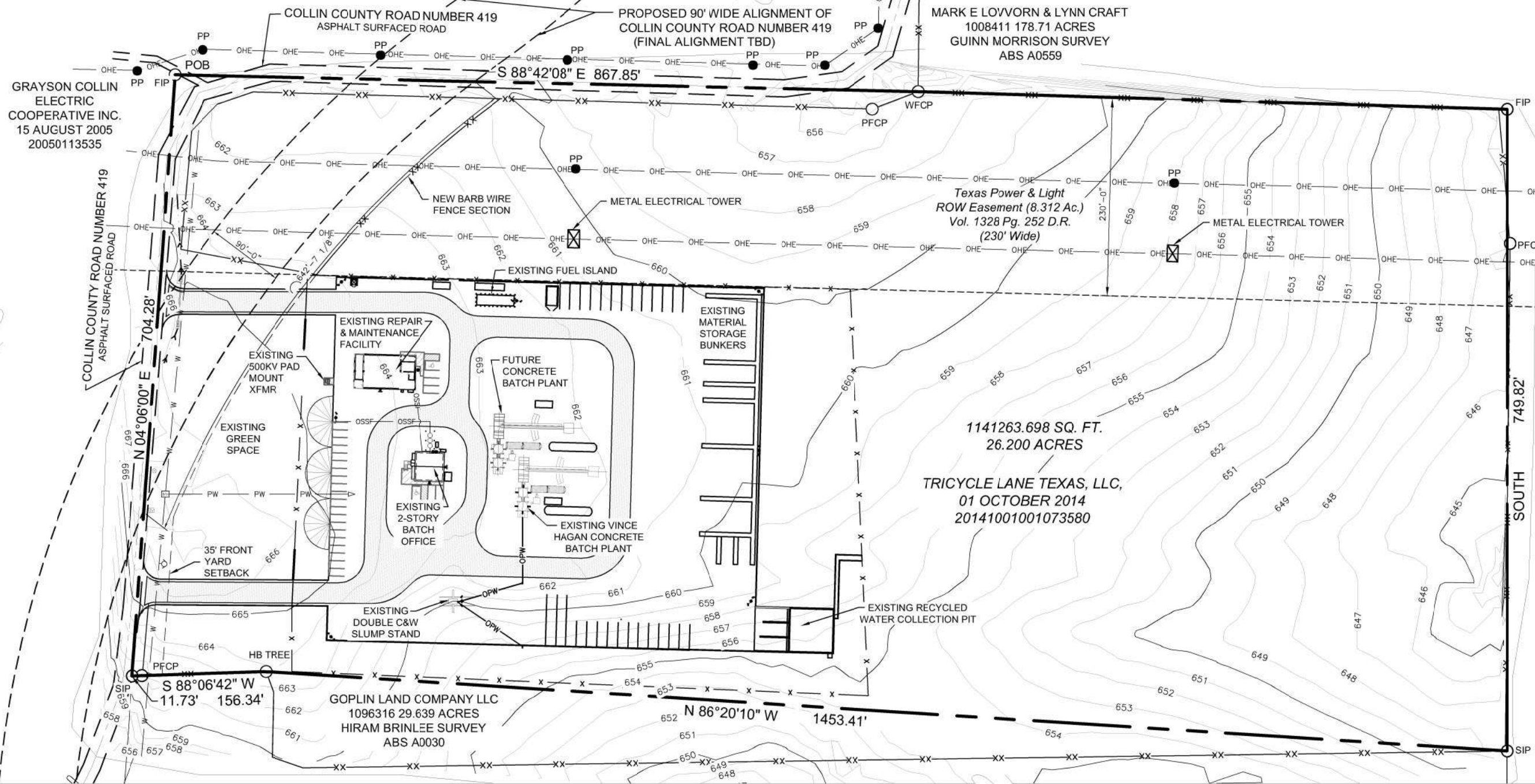
ENGINEER:
EYEINGTON ENTERPRISES, INC.
THOMAS A. EYEINGTON, P.E.
3912 JULIAN ST. SUITE 100
KELLER, TEXAS 76244
CELL: 817-368-0750
OFFICE: 817-382-6846
TBPE FIRM No. F-8189

2211BA_RELEASED FOR CITY PERMITTING ONLY_REV. 0

No.		DATE	DESCRIPTION OF REVISION
A	0	6/10/2022	RELEASED FOR REVIEW ONLY
	0	6/15/2022	FOR CITY PERMITTING ONLY
EEI EYEINGTON ENTERPRISES, INC. APPLIED ENGINEERING AND DESIGN SOLUTIONS 1008411 178.71 ACRES GUINN MORRISON SURVEY ABS A0559 TEXAS REGISTERED ENGINEERING FIRM No. F-8189 thomas.eyeington@verizon.net P: 817.382.6846 F: 817.382.6846 FORT WORTH, TEXAS 76244			
CONFIDENTIAL THE MATERIAL IS SITE SPECIFIC AND THE INFORMATION CONTAINED HEREIN IS THE PROPRIETARY PROPERTY OF EYEINGTON ENTERPRISES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EYEINGTON ENTERPRISES, INC. Drawn: KAS Checked: TAE EEI Job No.: 2211BA Scale: N.T.S. Date: 06/15/2022 Client Approved: PR/SB			
RELEASED FOR CITY PERMITTING			
ZONING EXHIBIT BURNCO TEXAS, L.L.C. 9636 COUNTRY ROAD 419 ANNA, COLLIN COUNTY, TX 75409			
ZE-1			

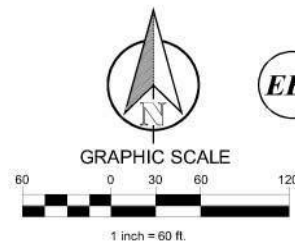
SPECIAL WARRANTY DEED		ZE-2 BURNCO TEXAS, L.L.C. 9636 COUNTY ROAD 419 ANNA, COLLIN COUNTY, TX 75409		CONFIDENTIAL THIS INSTRUMENT, PROPERTY OF EYEINGTON ENTERPRISES, INC., IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF EYEINGTON ENTERPRISES, INC.		EYEINGTON ENTERPRISES, INC. EEI APPLIED ENGINEERING AND DESIGN SOLUTIONS PROJECT MANAGEMENT 10000 W. LAKESIDE DRIVE DALLAS, TEXAS 75244 TEXAS REGISTERED ENGINEERING FIRM No. F-4189 THOMAS A. EYEINGTON, JR., P.E. 3912 JULIAN STREET SUITE 100 FORT WORTH, TEXAS 76244 thomas.eyington.pe@eei.com and V: 817.392.4844 F: 817.388.0760 F: 862.661.0690		No DATE DESCRIPTION OF REVISION A 6/10/2022 RELEASED FOR REVIEW ONLY 0 6/15/2022 FOR CITY PERMITTING ONLY	
Drawn: KAS Checked: TAE EEI Job No.: 2211BA Scale: N.T.S. Date: 06/15/2022 Client Approved: PR/SB		RELEASED FOR CITY PERMITTING							

Client Approved: PR/SB



EXISTING	
660	= EXIST. SITE MAJOR CONTOUR ELEV.
659	= EXIST. SITE MINOR CONTOUR ELEV.
PP	= EXIST. POWER POLE
WM	= OSSF AEROBIC SEPTIC SYSTEM W/30' IRRIGATION ROTORS
Ⓜ	= EXIST. DOMESTIC WATER METER
⊗	= LIGHT POLE W/CCTV CAMERA
⊙	= EXIST. FIRE HYDRANT
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PFCP	= EXIST. PROPERTY FENCE CORNER POST
WFCP	= EXIST. WIRE FENCE CORNER POST
SIP	= SET IRON POST
FIP	= FOUND IRON POST
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Ⓜ	= EXIST. ATT U/GRND

X — X	= 6" CHAIN LINK FENCE (EXIST.)
XX — XX	= BARB WIRE FENCE (EXIST.)
---	= TP&L ROW EASEMENT LINE
OSSF — OSSF	= OSSF LINE
OHE — OHE	= OVERHEAD ELECTRIC
PW — PW	= PRIVATE WATER LINE
W — W	= EX. WATER LINE
OPW — OPW	= OVERHEAD PROCESSED WATER (EXISTING)
FLAUE	= PROPOSED 24' FIRE LANE ACCESS UTILITY EASEMENT STRIPED AS PER IFC 2015 W/30'R



EEC

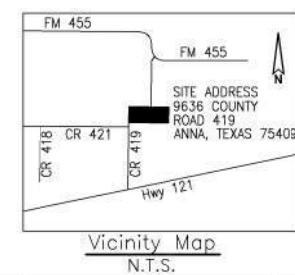
OVERALL SITE PLAN

SCALE: 1" = 60'

APPROVED
AUGUST 23, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

GENERAL SITE NOTES (PRIOR TO CR 419 ALIGNMENT)		
IMPERVIOUS AREA WITHIN SITE BOUNDARIES:	230,392.43 SF	20%
PERVIOUS AREA WITHIN SITE BOUNDARIES:	910,871.26 SF	80%
OVERALL LOT AREA:	1,141,263.69 SF	100%



2211BA_RELEASED FOR CITY PERMITTING ONLY_REV.0

No	DATE	DESCRIPTION OF REVISION
A	6/1/2022	RELEASED FOR REVIEW ONLY
0	6/15/2022	FOR CITY PERMITTING ONLY
1	7/19/2022	REVISE FOR CITY COMMENTS-1ST
2	7/20/2022	REVISE FOR CITY COMMENTS-2ND

CONFIDENTIAL
THIS MATERIAL IS SITE SPECIFIC AND THE INFORMATION CONTAINED HEREIN IS THE INTELLECTUAL PROPERTY OF EYEINGTON ENTERPRISES, INC. ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MATERIAL IN WHOLE OR PART IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF EYEINGTON ENTERPRISES, INC.
Drawn: VLM/JG
Checked: TAE
EEi Job No.: 2211BA
Scale: 1" = 60'
Date: 07/20/2022
Client Approved: PR/SB
RELEASED FOR CITY PERMITTING ONLY

ENGINEER:
EYEINGTON ENTERPRISES, INC.
THOMAS A. EYEINGTON, P.E.
3912 JULIAN ST. SUITE 100
KELLER, TEXAS 76244
CELL: 817-368-0750
OFFICE: 817-382-6846
thomas.eyeington@verizon.net
TBPE FIRM No. F-8189

OWNER:
BURNCO TEXAS, L.L.C.
9636 COUNTY ROAD 419
ANNA, TX 75409
CONTACT: PAUL ROUSE
EMAIL: PAUL.ROUSE@BURNCO.COM
PHONE: 972-893-6070

OVERALL SITE PLAN FOR
BURNCO ADDITION
BLOCK A, LOT 1
9636 COUNTY ROAD 419
ANNA, COLLIN COUNTY, TX 75409

SP-1

EXHIBIT 2

Pg. 1 of 2



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Burnco Addition, Block A, Lot 1, Site Plan. (Planning Manager Lauren Mecke)

SUMMARY:

Concrete Batching Plant (Permanent) on one lot on 26.2± acres located on the east side of County Road 419, 370± feet north of E. Foster Crossing Road. This site plan is associated with a rezoning from SF-E Single-Family – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete batching plant.

The purpose of the site plan is to show existing and proposed site improvements for the concrete batching plant.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

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

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

1. Burnco Site Plan Locator Map
2. RESOLUTION - (SP) Burnco Addn, BL A, Lt 1
3. Exhibit A - (SP) Burnco stamped

APPROVALS:

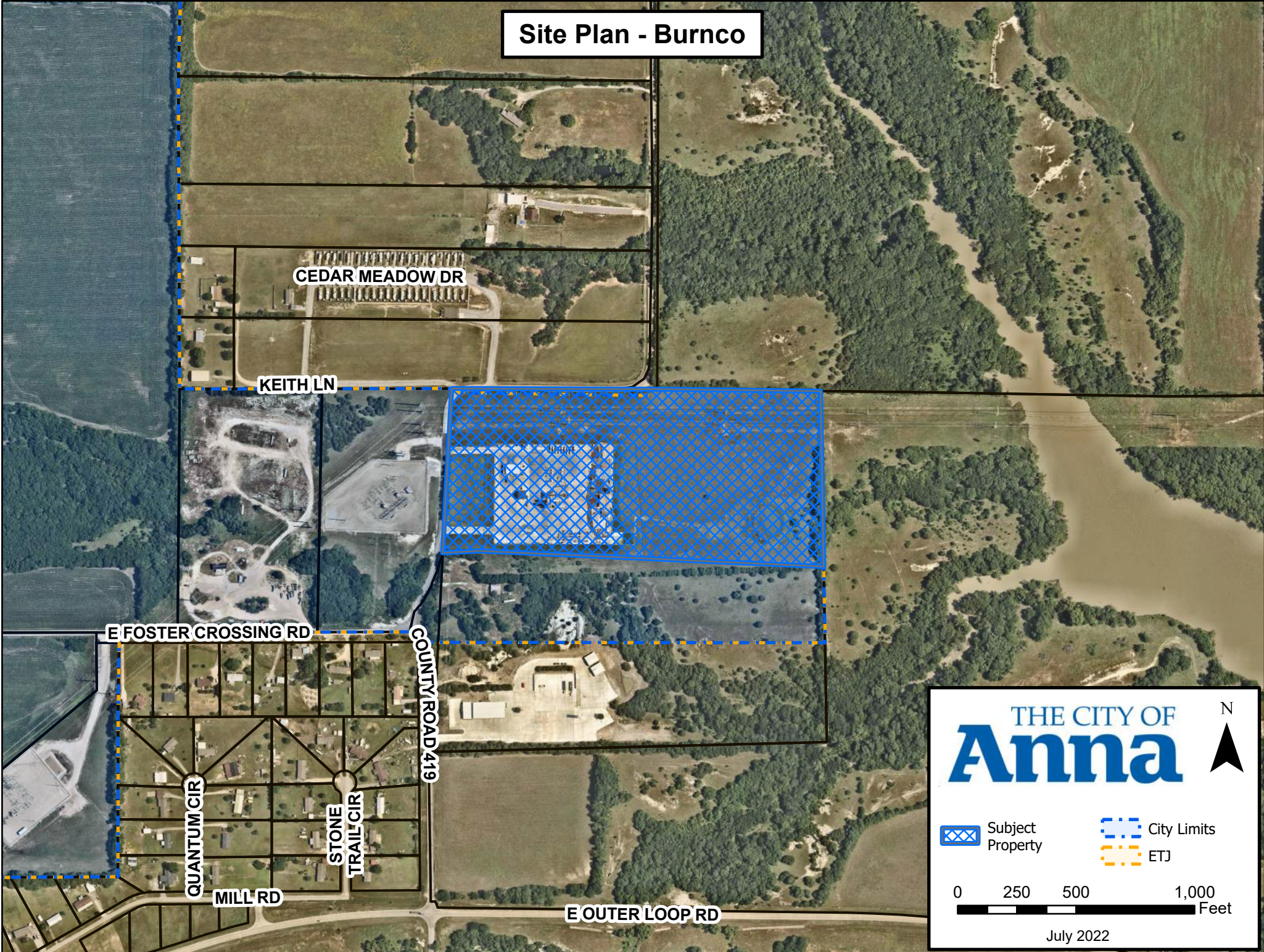
Ross Altobelli, Director of Development Services

Created/Initiated - 8/16/2022

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

Approved - 8/17/2022
Final Approval - 8/17/2022

Site Plan - Burnco

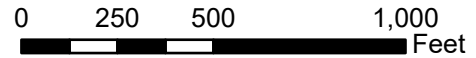


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



July 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, Tricycle Lane Texas, LLC / Burnco Texas, LLC has submitted an application for the approval of the Burnco Addition, Block A, Lot 1, Site Plan; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Site Plan

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

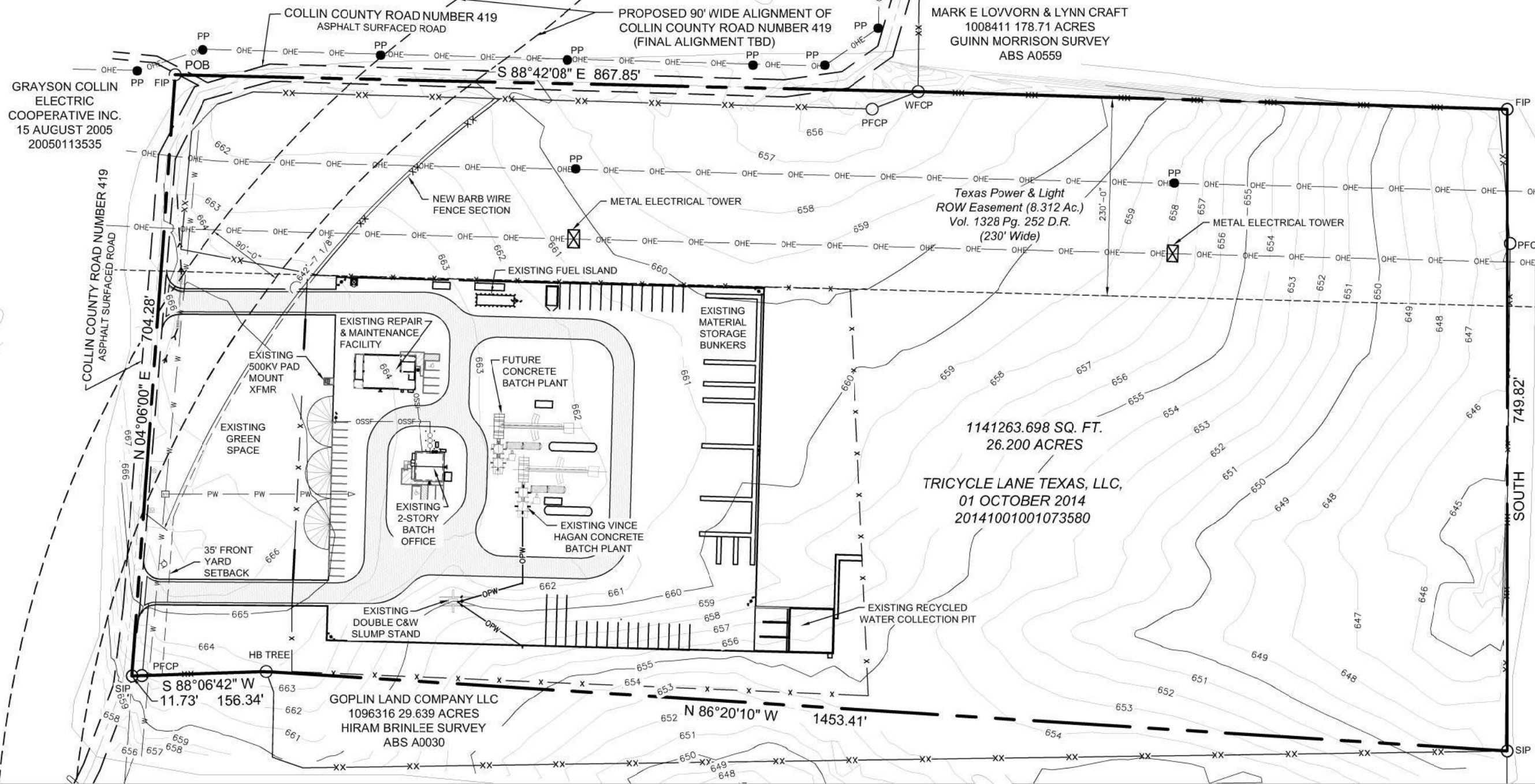
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 23rd day of August, 2022.

ATTEST:

APPROVED:

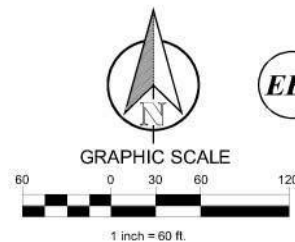
City Secretary, Carrie L. Land

Mayor, Nate Pike



EXISTING	
660	= EXIST. SITE MAJOR CONTOUR ELEV.
659	= EXIST. SITE MINOR CONTOUR ELEV.
PP	= EXIST. POWER POLE
WM	= OSSF AEROBIC SEPTIC SYSTEM W/30' IRRIGATION ROTORS
WM	= EXIST. DOMESTIC WATER METER
Light Pole	= LIGHT POLE W/CCTV CAMERA
Fire Hydrant	= EXIST. FIRE HYDRANT
POB	= POINT OF BEGINNING
PFCP	= EXIST. PROPERTY FENCE CORNER POST
WFCP	= EXIST. WIRE FENCE CORNER POST
SIP	= SET IRON POST
FIP	= FOUND IRON POST
X	= EXIST. ATT PEDESTAL
TV	= EXIST. ATT U/GRND

X	= 6" CHAIN LINK FENCE (EXIST.)
XX	= BARB WIRE FENCE (EXIST.)
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FLAUE	= PROPOSED 24' FIRE LANE ACCESS UTILITY EASEMENT STRIPED AS PER IFC 2015 W/30'R



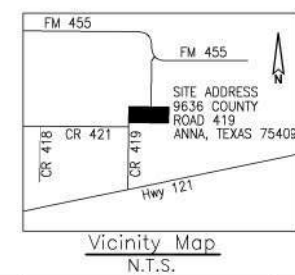
OVERALL SITE PLAN

SCALE: 1" = 60'

APPROVED
AUGUST 23, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

GENERAL SITE NOTES (PRIOR TO CR 419 ALIGNMENT)	
IMPERVIOUS AREA WITHIN SITE BOUNDARIES:	230,392.43 SF 20%
PERVIOUS AREA WITHIN SITE BOUNDARIES:	910,871.26 SF 80%
OVERALL LOT AREA:	1,141,263.69 SF 100%



THOMAS A. EYEINGTON, JR.
ELECTRONIC SEAL DATE: 07/20/2022
EYEINGTON ENTERPRISES, INC.
F-8189

EXHIBIT A

Pg. 1 of 2

2211BA_RELEASED FOR CITY PERMITTING ONLY_REV. 0

No	DATE	DESCRIPTION OF REVISION
A	6/1/2022	RELEASED FOR REVIEW ONLY
0	6/15/2022	FOR CITY PERMITTING ONLY
1	7/19/2022	REVISE FOR CITY COMMENTS-1ST
2	7/20/2022	REVISE FOR CITY COMMENTS-2ND

CONFIDENTIAL	
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Drawn: VLM/JG	Checked: TAE
EEi Job No: 2211BA	Scale: 1" = 60'
Date: 07/20/2022	Client Approved: PR/SB
RELEASED FOR CITY PERMITTING ONLY	

ENGINEER:
EYEINGTON ENTERPRISES, INC.
THOMAS A. EYEINGTON, P.E.
3912 JULIAN ST. SUITE 100
KELLER, TEXAS 76244
CELL: 817-368-0750
OFFICE: 817-382-6846
thomas.eyeington@verizon.net
TBPE FIRM No. F-8189

OWNER:
BURNCO TEXAS, L.L.C.
9636 COUNTRY ROAD 419
ANNA, TX 75409
CONTACT: PAUL ROUSE
EMAIL: PAUL.ROUSE@BURNCO.COM
PHONE: 972-893-6070

OVERALL SITE PLAN FOR
BURNCO ADDITION
BLOCK A, LOT 1
9636 COUNTY ROAD 419
ANNA, COLLIN COUNTY, TX 75409

SP-1



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance amending Article 5.03 (Alcoholic Beverages) within Chapter 5 (Business Regulations) of the City of Anna Code of Ordinances to allow for a Mixed Beverage Late Hours permit. (City Secretary Carrie Land)

SUMMARY:

At the July 26, 2022 City Council meeting under Neighbor Comments Mr. Nichols addressed the Council requesting the city consider adopting an ordinance allowing a mixed beverage late hours permit that would allow the ability to serve alcohol until 2:00 a.m.. Under existing Texas Alcoholic Beverage Commission ("TABC") regulations, the holder of a mixed beverage permit may only sell mixed beverages Monday through Friday between 7:00 a.m. and 12:00 midnight, on Saturday 7:00 A.M. to Sunday 1:00 a.m., and Sunday 10:00 a.m. to 12:00 p.m. with food service, and until 12:00 a.m. otherwise.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Ord Late Hours Sales 0302920220818CR1

APPROVALS:

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

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS PROVIDING FOR LATE HOUR SALES OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; PROVIDING A PENALTY NOT TO EXCEED \$500; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, City of Anna, Texas (the “City”) is a home-rule municipality duly formed under the laws of the State of Texas; and

WHEREAS, the City of Anna, Texas City Council (the “City Council”) has investigated and determined that it would be advantageous and beneficial to the City and its citizens to adopt a regulation permitting retail establishments that are permitted to sell alcoholic beverages for on-premise consumption to apply for late hour permits; and

WHEREAS, City Council desires to amend Article 5.03 of the Anna City Code of Ordinance (“Anna Code”) as set forth herein;

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. Anna Code Art. 5.03 Amended.

This ordinance amends Article 5.03 of the Anna Code, to add a new Section 5.03.005 as set forth below:

ARTICLE 5.03 ALCOHOLIC BEVERAGES

[...]

Sec. 5.03.005 Hours of sale

The holder of a permit authorizing the sale of alcoholic beverages for on-premise consumption shall comply with the provisions of Chapter 105 of the Texas Alcoholic Beverage Code and such permittees shall be allowed to apply for a state-issued late

hours permit to sell alcoholic beverages for on-premise consumption between midnight and 2 a. m. on any day.

(Ordinance [REDACTED] adopted 8/23/22)

Section 3. Penalty.

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$500 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 4. Savings, Severability and Repealing Clauses.

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

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

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

PASSED by the City Council of the City of Anna, Texas, this 23rd day of August 2022.

ATTESTED:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Dalan Walker

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects. Approve a resolution authorizing the city manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects. The four projects are:

- Yank Park Phase 2 Improvements
- Natural Springs Park Secondary Parking Lot
- Slayter Creek Park Parking Expansion
- Pickleball and Basketball Courts at Slayter Creek Park

FINANCIAL IMPACT:

The total cost of professional services is \$187,500. Slayter Creek Park Parking Expansion is funded by the 2021 Bond Program (\$44,000). The other three projects are funded by the Park Development Fund (\$143,500).

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Principal 5 - Value to Neighbors' Lives
Goal 3 - Anna-Great Place to Live

STAFF RECOMMENDATION:

Approve the Resolution for professional design services for these projects.

ATTACHMENTS:

1. Resolution for Jacobs PSPO
2. City of Anna - Proposed Scope of Services - Parks
3. Professional Service Project Order - Jacobs PARKS1
4. Professional Service Project Order - Jacobs PARKS2
5. Professional Service Project Order - Jacobs PARKS3
6. Professional Service Project Order - Jacobs PARKS4
7. G -Jacobs- 2021 Fully Executed MSA

APPROVALS:

Dalan Walker, Parks
Jim Proce, City Manager

Created/Initiated - 8/17/2022
Final Approval - 8/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING FOUR PROFESSIONAL SERVICE PROJECT ORDERS AMENDING MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT #2021-2026 WITH JACOBS.

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds that the professional services of Jacobs are instrumental and necessary to the creation of designs and construction documents for four park projects; and

WHEREAS, the City Council considers improvements to Henry Clay "Yank" Washington Park, Slayter Creek Park and Natural Springs 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 approved Master Agreement for Professional Services #2021-2026 with Jacobs effective July 13, 2021; and

WHEREAS, the City Council approves the proposed Professional Service Project Orders to include the following fee:

"The total amount for fiscal year 2022: \$187,500."

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 Professional Service Project Order numbers PARKS1, PARKS2, PARKS3 and PARKS4 attached herein as Exhibits 1-4 to amend Master Agreement for Professional Services #2021-2026 with Jacobs 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 professional services agreement with Jacobs.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 23rd day of August 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

1.0 Scope of Services

Overview

Jacobs' scope of services includes design and construction documents for several parks within The City of Anna. It is our understanding that these projects will run concurrently, and we will combine meetings to discuss projects simultaneously.

The project will include the following meetings:

1. Project kick-off meeting with the client to confirm project goals, objectives, priorities, schedule of work and design considerations. Obtain base information files, background studies and other relevant criteria as provided by the client prior to proceeding with subsequent tasks.
2. Conduct a one-day visual analysis of existing conditions and community characteristics at the project site. Document summary findings in a photographic collage depicting design influences on a summary drawing sheet (documentation will happen after the meeting).
3. Attend a meeting with client and stakeholders to discuss preliminary park design criteria, phasing and related budgets and concepts.
4. Attend bi-weekly virtual meetings with the client for the duration of the project. It is assumed this is a 4 month design process and will include 10 meetings.

The following sections will break out the scope of services by project.

Overall Assumptions/Clarifications

Jacobs' scope is based on the following set of assumptions and clarifications. Additional project specific assumptions are included within each individual project scope.

1. Written approval of design to be provided by client prior to commencement of construction documentation. Changes after approval provided requiring a significant re-design shall be considered additional services and may impact fees and proposed schedule.
2. Additional fees may apply for public meetings and/or presentations.
3. Jacobs assumes The City of Anna will provide existing survey and Geotech files as available.
4. The correction or resolution of erroneous, deficient, or ambiguous easement descriptions is not included within this scope.
5. The resolution of boundary conflicts or gaps discovered during the survey is not included within this scope.
6. This scope of work does not include any form of platting or re-platting exercises.
7. This scope does not include the location or identification of trees.

The following sections will break out the scope of services by project.

2.0 Henry Clay "Yank" Washington Park – 636 Banbury Drive (PSP0#PARKS1)

Scope of work for this park includes survey of the project area, create construction documents from concept plan prepared by City of Anna staff. The work for the park primarily includes a half-court basketball court, pedestrian connection to a new trail around the existing playground, relocation of irrigation heads, benches and trash cans. Some additional site furniture and drinking fountains may be included.

Jacobs shall be responsible for undertaking the following tasks for the project. Submittals for all tasks shall include electronic pdf copies (unless otherwise noted).



Topographic Survey

Topographic Survey to include:

- Boundary Survey / Verification and mapping of easements from abstracting and / or platting information. **Alternate- to be approved by city**
- Topographical Survey

60% Design Development Submittal

Services to be completed by Jacobs during this phase include:

- Demolition plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Civil grading and drainage plans
- Civil water and sewer plans (for drinking fountain only)
- Hardscape and planting plans (turf replacement only, irrigation head relocation)
- Structural plans (for post tension slab court only)
- Preliminary cost estimate

90% Construction Documents

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Civil grading and drainage plans
- Civil water and sewer plans (for drinking fountain only)
- Hardscape and planting plans (turf replacement only, irrigation head relocation)
- Structural plans (for post tension slab court only)
- Preliminary cost estimate

Final Construction Documents

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Civil grading and drainage plans
- Civil water and sewer plans (for drinking fountain only)
- Hardscape and planting plans (turf replacement only, irrigation head relocation)
- Structural plans (for post tension slab court only)
- Preliminary cost estimate

Assumptions/Clarifications

Jacobs' scope is based on the following set of assumptions and clarifications:

1. Identification and location of trees in not included in this survey.
2. Scopes of work assumes lighting and electrical plans are not included.
3. Bidding and Construction Administration services are not included in this scope.

4. Client to provide as-built drawings for irrigation system.
5. Geotechnical recommendations for the sports courts, shade structure foundations, and other site structures such as retaining walls should be provided prior to commencement of the design phase. Jacobs will prepare a geotechnical request letter upon request.
6. Meetings and overall assumptions/clarifications are included in section 1.0 of this document.

3.0 Natural Springs Park – 1201 W. White Street (PSPO#PARKS2)

Scope of work for this park includes the design of a small parking lot to serve an existing dog park. The parking lot will be curbed, and drainage will be directed to an existing pipe/headwall. Some erosion control may be required. Parking islands must be irrigated and landscaped to conform to City standards.

Jacobs will evaluate the existing concept prepared by city staff and reconfigure if a more efficient layout is achievable.

Jacobs shall be responsible for undertaking the following the following tasks for the project. Submittals for all tasks shall include electronic pdf copies (unless otherwise noted).

Topographic Survey

Topographic Survey to include:

- Boundary Survey / Verification and mapping of easements from abstracting and / or platting information. **Alternate- to be approved by city**

60% Design Development Submittal

Services to be completed by Jacobs during this phase include:

- Demolition Plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Planting Plans (trees and turf replacement and parking island only)
- Irrigation Plans (required in parking islands)
- Preliminary Cost Estimate

90% Construction Documents Submittal

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition Plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Planting Plans (trees and turf replacement and parking island only)
- Irrigation Plans (required in parking islands)
- Preliminary Cost Estimate

Final Construction Documents Submittal

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition Plans showing removal and/or relocation of existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Planting Plans (trees and turf replacement and parking island only)
- Irrigation Plans (required in parking islands)
- Preliminary Cost Estimate

Assumptions/Clarifications

Jacobs scope is based on the following set of assumptions and clarifications:

1. Construction Administration services are not included in this scope
2. The electronic survey documents will be provided by the City and City includes all existing property information required.
3. Drainage plans do not include storm drains and inlets in the road.
4. Meetings and overall assumptions/clarifications are included in section 1.0 of this document.

4.0 Slayter Creek Park – 425 W Rosamond Parkway Parking Lot (PSPO#PARKS3)

Scope of work for this park includes design of a large parking lot expansion between and existing parking lot and W. Rosamond Parkway. Drainage issues in the southwest corner of the existing parking lot will be addressed.

Jacobs will evaluate the existing concept prepared by city staff and reconfigure if a more efficient layout is achievable.

Topographic Survey

Topographic Survey to include:

- Boundary Survey / Verification and mapping of easements from abstracting and / or platting information. **Alternate- to be approved by city**

60% Design Development Submittal

Services to be completed by Jacobs during this phase include:

- Demolition Plans showing removal and/or relocation of existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Preliminary Cost Estimate

90% Construction Documents Submittal

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition Plans showing removal and/or relocation of existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Structural Plans (as required for light pole foundations)
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Planting Plans (trees and turf replacement and parking island only)
- Irrigation Plans (required in parking islands)
- Cost Estimate

Final Construction Documents Submittal

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition Plans showing removal and/or relocation of existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Structural Plans (as required for light pole foundations)
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Planting Plans (trees and turf replacement and parking island only)
- Irrigation Plans (required in parking islands)
- Cost Estimate

Assumptions/Clarifications

Jacobs' scope is based on the following set of assumptions and clarifications:

1. Construction Administration services are not included in this scope
2. The electronic survey documents will be provided by the and City includes all existing property information required.
3. Geotechnical recommendations for the sports courts, shade structure foundations, and other site structures such as retaining walls should be provided prior to commencement of the design phase. Jacobs will prepare a geotechnical request letter upon request.
4. Sports courts are planned to be post-tensioned slab on grade with stiffening ribs. If the geotechnical recommendations require a structural slab on void or other foundation system, additional services will be required.
5. Meetings and overall assumptions/clarifications are included in section 1.0 of this document.

5.0 Slayter Creek Park – 425 W Rosamond Parkway Pickle Ball Courts (PSPO#PARKS4)

Scope of work for this park includes design of a Eight to nine pickleball courts and two-full size basketball courts should be located south and west of the existing parking lot. There is consideration for a shade structure over the pickleball courts and potential for the existing gazebo to be removed/relocated. Drainage issues in the southwest corner of the existing parking lot will be addressed.

Jacobs will evaluate the existing concept prepared by city staff and reconfigure if a more efficient layout is achievable.

Topographic Survey

Topographic Survey to include:

- Boundary Survey / Verification and mapping of easements from abstracting and / or platting information. **Alternate- to be approved by city**

60% Design Development Submittal

Services to be completed by Jacobs during this phase include:

- Demolition Plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Structural plans (for shade structures, post tensioned slabs, light poles and fence foundations)
- Hardscape Plans (including sport court design)
- Structural Plans (as required for post-tensioned slabs for courts, fence posts, shade structure and light pole foundations)
- Preliminary Cost Estimate

90% Construction Documents Submittal

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:

- Demolition Plans showing removal and/or relocation or existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Structural Plans (as required for post-tensioned slabs for courts, fence posts, shade structure and light pole foundations)
- Electrical Plans (for Pickle Ball Courts only) **Alternate- to be approved by city**
- Cost Estimate

Final Construction Documents Submittal

Construction documents (drawings and specifications) will be developed to provide the information necessary for bidding and construction.

Documents shall include:



- Demolition Plans showing removal and/or relocation of existing elements as required to accommodate improvements.
- Erosion Control Plans
- Civil Grading and Drainage Plans
- Civil Site Plans
- Structural Plans (as required for post-tensioned slabs for courts, fence posts, shade structure and light pole foundations)
- Electrical Plans (for parking lot lighting only) **Alternate- to be approved by city**
- Planting Plans (trees and turf replacement and parking island only)
- Irrigation Plans (required in parking islands)
- Cost Estimate

Assumptions/Clarifications

Jacobs' scope is based on the following set of assumptions and clarifications:

6. Construction Administration services are not included in this scope
7. The electronic survey documents will be provided by the and City includes all existing property information required.
8. Geotechnical recommendations for the sports courts, shade structure foundations, and other site structures such as retaining walls should be provided prior to commencement of the design phase. Jacobs will prepare a geotechnical request letter upon request.
9. Sports courts are planned to be post-tensioned slab on grade with stiffening ribs. If the geotechnical recommendations require a structural slab on void or other foundation system, additional services will be required.
10. One prefabricated shade structure is assumed for this proposal. Jacobs will provide foundations based on reactions provided by the manufacturer. These reactions should be provided during the design phase.
11. Meetings and overall assumptions/clarifications are included in section 1.0 of this document.

6.0 Design Fees

Based on the detailed project scope listed above, Jacobs will complete this work for a lump sum amount including reimbursable expenses on a per task basis as detailed below, payable in response to monthly invoices during each task of Jacobs' work. Reimbursable Expenses are in addition to the compensation for Professional and Technical services and include the cost incurred by Jacobs on behalf of the project.

The breakdown of the proposed fee is as listed:

Henry Clay "Yank" Washington Park – 636 Banbury Drive	\$36,500.00
(PSPO#PARKS1)	
- Meetings, Design & Engineering	\$25,000.00
- Topo Survey	\$ 8,500.00
- Expenses (Title Commitments, mileage, printing ect)	\$ 2,500.00
Natural Springs Park – 1201 W. White Street	\$40,500.00
(PSPO#PARKS2)	
- Design & Engineering	\$28,000.00
- Electrical Engineering	\$10,000.00
- Expenses (Title Commitments, mileage, printing ect)	\$ 2,500.00



Slayter Creek Park – 425 W Rosamond Parkway Parking Lot \$44,000.00

(PSPO#PARKS3)

- Design & Engineering	\$32,500.00
- Electrical Engineering	\$ 9,000.00
- Expenses (Title Commitments, mileage, printing ect)	\$ 2,500.00

Slayter Creek Park – 425 W Rosamond Parkway Pickle Ball \$66,500.00

(PSPO#PARKS4)

- Design & Engineering	\$55,000.00
- Electrical Engineering	\$ 9,000.00
- Expenses (Title Commitments, mileage, printing ect)	\$ 2,500.00

All expenses shall be billed as a direct cost with no markup. Expenses shown are estimated and shall include items for travel printing title commitments, and equipment for survey costs.

Add Services

If approved by the city, Jacobs will provide additional services for electrical engineering for lighting only in the park and parking lots within the project limits and for boundary surveys to establish property lines and easements.

Henry Clay “Yank” Washington Park – 636 Banbury Drive

▪ Electrical Engineering	\$10,000.00
▪ Survey Cost Boundary and Easements	\$ 7,500.00

Natural Springs Park – 1201 W. White Street

- Survey – Boundary and Easements	\$14,000.00
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Slayter Creek Park – 425 W Rosamond Parkway

- Survey – Boundary and Easements	\$15,000.00
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EXHIBIT 1

Professional Service Project Order #PARKS1

Pursuant to and subject to the referenced Master Agreement for Professional Services (Master PSA), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this Professional Service Project Order (PSPO).

MPSA# 2021-2026	MASTER PSA CATEGORY: F-Landscape Architecture and Park Planning ANNA PROJECT CODE: 2018-ENG01
---------------------------	--

FIRM NAME	Jacobs
Project Name:	Yank Park Phase 2 Improvements
# Of Consecutive Business Days to Complete Project:	80
Original Project Fee:	\$36,500

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's Purchase Order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ☒ No ☐

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Attn: Dalan Walker City of Anna Neighborhood Services 120 W 7 th St Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The PSPO DOCUMENTS as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

- A. Master Agreement for Professional Services 2021-2026 effective July 13, 2021; and
- B. This Professional Services Project Order (PSPO) # PARKS1; and
- C. Scope of Services-Various Projects for The City of Anna (Exhibit A).

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this PSPO or each other, the provisions of the Master PSA, then the provisions of this PSPO shall prevail in that order.

Scope of Services: Reference Sections 1.0, 2.0 and 10.0 in "Scope of Services-Various Projects for The City of Anna" provided by Jacobs and incorporated herein as Exhibit A.

Schedule of Work and Completion Deadline(s): Work will take approximately 4 months.

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS

JACOBS

Signature

Signature

Jim Proce - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT 2

Professional Service Project Order #PARKS2

Pursuant to and subject to the referenced Master Agreement for Professional Services (Master PSA), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this Professional Service Project Order (PSPO).

MPSA# 2021-2026	MASTER PSA CATEGORY: F-Landscape Architecture and Park Planning ANNA PROJECT CODE: 2020-ENG01
---------------------------	--

FIRM NAME	Jacobs
Project Name:	Natural Springs Park Secondary Parking Lot
# Of Consecutive Business Days to Complete Project:	80
Original Project Fee:	\$40,500

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's Purchase Order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ☒ No ☐

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Attn: Dalan Walker City of Anna Neighborhood Services 120 W 7 th St Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The PSPO DOCUMENTS as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

- A. Master Agreement for Professional Services 2021-2026 effective July 13, 2021; and
- B. This Professional Services Project Order (PSPO) # PARKS2; and
- C. Scope of Services-Various Projects for The City of Anna (Exhibit A).

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this PSPO or each other, the provisions of the Master PSA, then the provisions of this PSPO shall prevail in that order.

Scope of Services: Reference Sections 1.0, 3.0 and 10.0 in "Scope of Services-Various Projects for The City of Anna" provided by Jacobs and incorporated herein as Exhibit A.

Schedule of Work and Completion Deadline(s): Work will take approximately 4 months.

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS

JACOBS

Signature

Signature

Jim Proce - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT 3

Professional Service Project Order #PARKS3

Pursuant to and subject to the referenced Master Agreement for Professional Services (Master PSA), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this Professional Service Project Order (PSPO).

MPSA# 2021-2026	MASTER PSA CATEGORY: F-Landscape Architecture and Park Planning ANNA PROJECT CODE: 2021-ENG03
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FIRM NAME	Jacobs
Project Name:	Slayter Creek Park Parking Lot Expansion
# Of Consecutive Business Days to Complete Project:	80
Original Project Fee:	\$44,000

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's Purchase Order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ☒ No ☐

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Attn: Dalan Walker City of Anna Neighborhood Services 120 W 7 th St Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The PSPO DOCUMENTS as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

- A. Master Agreement for Professional Services 2021-2026 effective July 13, 2021; and
- B. This Professional Services Project Order (PSPO) # PARKS3; and
- C. Scope of Services-Various Projects for The City of Anna (Exhibit A).

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this PSPO or each other, the provisions of the Master PSA, then the provisions of this PSPO shall prevail in that order.

Scope of Services: Reference Sections 1.0, 4.0 and 10.0 in "Scope of Services-Various Projects for The City of Anna" provided by Jacobs and incorporated herein as Exhibit A.

Schedule of Work and Completion Deadline(s): Work will take approximately 4 months.

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS

JACOBS

Signature

Signature

Jim Proce - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT 4

Professional Service Project Order #PARKS4

Pursuant to and subject to the referenced Master Agreement for Professional Services (Master PSA), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this Professional Service Project Order (PSPO).

MPSA# 2021-2026	MASTER PSA CATEGORY: F-Landscape Architecture and Park Planning ANNA PROJECT CODE: 2021-ENG04
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FIRM NAME	Jacobs
Project Name:	Slayter Creek Park Pickleball Courts
# Of Consecutive Business Days to Complete Project:	80
Original Project Fee:	\$66,500

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's Purchase Order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ☒ No ☐

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Attn: Dalan Walker City of Anna Neighborhood Services 120 W 7 th St Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The PSPO DOCUMENTS as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

- A. Master Agreement for Professional Services 2021-2026 effective July 13, 2021; and
- B. This Professional Services Project Order (PSPO) # PARKS4; and
- C. Scope of Services-Various Projects for The City of Anna (Exhibit A).

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this PSPO or each other, the provisions of the Master PSA, then the provisions of this PSPO shall prevail in that order.

Scope of Services: Reference Sections 1.0, 5.0 and 10.0 in "Scope of Services-Various Projects for The City of Anna" provided by Jacobs and incorporated herein as Exhibit A.

Schedule of Work and Completion Deadline(s): Work will take approximately 4 months.

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS

JACOBS

Signature

Signature

Jim Proce - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ANNA, TEXAS, AND JACOBS
2021-2026**

Made as of the 13th day of July 2021 ("Effective Date")

Between the City: The City of Anna, Texas
 101 S. Powell Parkway
 Anna, Texas 75409
 Telephone: (972) 924-3325

and the Firm: JACOBS
 1999 BRYANT ST. SUITE 1200
 DALLAS, TX 75021

for the following Project: **Master Agreement for Category F - Landscape Architecture & Park Planning**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into by and between the **City of Anna, Texas**, a home-rule municipality ("City"), and **JACOBS [F - Landscape Architecture & Park Planning]** ("Firm"), to be effective from and after the date as provided above. City and Firm are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City desires to engage the services of the Firm to provide professional **services as describe for Category F - Landscape Architecture & Park Planning** on an on-call basis ("Project"); and

WHEREAS, the Firm desires to render such professional services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
FIRM'S SERVICES**

- 1.1 **Engagement of the Firm** – At City's request and in City's sole discretion, City is entitled to engage Firm from time to time to perform professional services in accordance with the terms and conditions of this Agreement ("Services"). Firm agrees to perform such Services in accordance with the terms and conditions of this Agreement and with any individual written Project Order issued pursuant to Article 1.2 hereof. City reserves the right, in its sole discretion, to hire other firms or Firms for any reason and for any purpose. If any employee of Firm, who is performing the day-to-day Services under this Agreement, is separated, for any reason, from employment with Firm, Firm shall provide City with written

notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

- 1.2 **Scope of Services** – The Services to be provided by Firm to City shall be as mutually agreed to in a separate written Project Order, in the format as stated in **Exhibit A**, executed by City and Firm ("**Scope of Services**"). Whenever used in this Agreement, the term Services shall mean those services specified in this Agreement and in a Project Order issued pursuant to this Agreement and all related work. Each Project Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the City. Each Project Order shall be subject to and integrated into this Agreement, and the terms of this Agreement are incorporated into and made a part of each Project Order by reference to this Agreement. All Services within the Scope of Services shall be performed by the employees of Firm or Firm's officers, employees, agents, representatives, sub-contractors or sub-Firms unless otherwise provided in a Project Order. Firm shall be wholly and solely responsible for any Services or subcontracted Services provided by any officer, employee, agent, representative, sub-contractors or sub-Firms of Firm (collectively, "**Firm's Personnel**"). If at any time after entering into this Agreement, City has any objection to Firm's representative or to any of Firm's Personnel, or any objection to any personnel of sub-Firm retained by Firm and assigned to perform the Services, Firm shall promptly propose substitutes to whom City has no objection. The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City ("**Change Order(s)**").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" that have not been issued as a duly executed, written Project Order or Change Order issued by the Anna City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written Change Order shall be preceded by the Anna City Council's authorization for the Anna City Manager to execute said Change Order.
 - 1.2.2 **FIRM SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ANNA CITY MANAGER.** Firm acknowledges that Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – Firm agrees to commence work immediately upon the execution of a Project Order, and to proceed diligently with said work to completion as described in such Project Order.
- 1.4 **Standard of Care** – Firm shall perform the Services required hereunder: (1) with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional under the same professional license.

- 1.5 **Term** – The term of this Agreement shall begin on the Effective Date and shall continue until **8/1/2021 - 9/30/2026**, unless sooner terminated as provided herein.
- 1.6 **Subcontracted Services** – When necessary, subcontracted services shall be procured by Firm in connection with the Services provided pursuant to this Agreement, subject to City's prior written consent. Firm shall issue subcontracts for such subcontracted services in Firm's own name. Firm shall be compensated for subcontracted services for the actual amount invoiced by the subcontractor. Except as set forth in this Agreement, neither Firm nor City may assign, sublet, transfer, or otherwise convey (together, an "**Assignment**"), and neither Firm nor City has the power to enter into an Assignment of any or all of the rights, duties and obligations or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

City shall use reasonable efforts to not delay the Services of Firm as follows:

- 2.1 **Project Data** – The City shall furnish information that is reasonably requested by Firm and that City has in its possession at the time of Firm's request as expeditiously as necessary for the orderly progress of the Services, and Firm shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this **Article 2.1**.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Services ("**Project Manager**"). City, or the authorized Project Manager, shall on an as-needed basis, issue Project Orders to Firm in accordance with the Scope of Services, in the format as stated in **Exhibit A**. City, or the authorized Project Manager shall examine the documents submitted by Firm and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Firm's Services. Firm understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 FIRM'S COMPENSATION

- 3.1 **Compensation for Firm's Services** – Compensation by the City to Firm for Services shall be on a fixed fee or a time and materials basis as specified in the applicable Professional Services Project Order ("**Firm's Fee**"). All time shall be billed at Firm's labor billing rates agreed upon by City. Said rates shall only be adjusted in writing as may be agreed to between the Parties.
- 3.1.1 **Completion of Record Documents** – City and Firm agree that the completion of any Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and

accepted by the City prior to payment of the final five percent (5%) of the Firm's Fee, unless expressly stated otherwise in the applicable Project Order. The electronic formatting shall be consistent with the standards established in **Exhibit D**, City of Anna Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Firm's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.1.2 **Disputes between City and Construction Contractor** – If the Scope of Services involves the Firm performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Firm shall research previous and existing conditions of the Services, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Firm shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Firm agree that if requested by the City, completion of this task shall be included in the Firm's Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Firm shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Scope of Services, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Firm shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Firm shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Scope of Services fall within the regulatory requirements of the Texas Architectural Barriers Act (the "Barriers Act"), as solely determined by the City, Firm shall comply with the Barriers Act. As part of the Scope of Services, it is the sole responsibility of the Firm to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve Firm's design and/or construction Services. Firm shall participate in consultations with said authorities in order to obtain approval for such design and/or construction. As part of the Services, the Firm shall obtain the Notice of Substantial Compliance for the Services from the Texas Department of Licensing and Regulation (the "TDLR"). The Firm shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Services, either by review of the construction documents, or inspection of the design at the commencement of construction, during the construction of the work, or at the completion of construction.

- 3.1.4.1 **Submission of Construction Documents to TDLR** – The Firm shall mail, ship, or hand-deliver the construction documents to TDLR not later than five (5) calendar days after the Firm issues the construction documents for the work.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Firm shall complete an Elimination of Barriers Project Registration Form for each subject building or facility within the Scope of Services, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Firm completes the submittal of the construction documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Firm shall be notified in writing of the results; however, it is the Firm's responsibility to obtain TDLR's written comments. The Firm shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the work. Firm shall resubmit construction documents to TDLR for review prior to the commencement of construction of the work.
- 3.1.4.4 **TDLR Project Inspection** – Firm shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the work. The Firm shall advise the City in writing of the results of each inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the work.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** - When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Firm a list of deficiencies and a deadline for completing the modifications. Firm shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Firm to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Firm shall provide the TDLR (and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.
- 3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed work has had a satisfactory inspection, or Firm has submitted verification of corrective modifications. City and Firm agree that the final five percent (5%) of Firm's Fee, unless expressly stated otherwise in a Project Order, shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all components and/or phases of the work.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Firm's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Firm and the Firm's Personnel in connection with the Services. All submitted Direct Expenses are to be within the amounts as set forth in the applicable Project Order, and consistent with **Exhibit E**, City of Anna Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Firm shall be solely responsible for the auditing of all Direct Expenses prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment for Services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.
- 3.3 **Invoices** – No payment to Firm shall be made until Firm tenders an invoice to the City. Invoices are to be submitted to City immediately upon completion work as set forth in the applicable Project Order. On all submitted invoices, Firm shall include appropriate background materials and sufficient detail for the City to verify the Services performed and Direct Expenses incurred in support of the submitted charges on said invoice. Such background material shall include employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. Each invoice shall constitute a representation of the Firm that the proportion of the Services has been fully performed in accordance with this Agreement, that the Direct Expenses have been actually incurred and that payment of the indicated amount has been earned by, and is properly due and payable to, the Firm in accordance with this Agreement. Notwithstanding the presentation of any invoice to the City, the amount reflected thereon shall be due and payable to the Firm only to the extent earned by the Firm in accordance with the terms of this Agreement. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.4 **Timing of Payment** – City shall make payment to Firm for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Firm is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be made and mailed on the date that the payment is postmarked. If the City makes any payment by electronic means, the payment is considered to be made on the date that the City requests and authorizes the payment to be made.
- 3.5 **Disputed Payment Procedures** – In the event of a disputed or contested invoice by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Firm of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. The written notice shall include a detailed statement of the amount of the invoice which is disputed and the City shall provide Firm an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Firm, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.4. If a dispute is resolved in favor of the City, Firm shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly

referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any invoice or portion thereof that has background materials supporting the submitted charges.

- 3.6 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.5 to the shall grant the Firm the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Firm shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after the Firm gives written notice of suspension to the City, in accordance with Chapter 2251, Subchapter “D” of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Firm if the Firm is in breach of any provision(s) of this Agreement.
- 3.7 **Adjusted Compensation** – If the Scope of Services or if the Firm's Services are materially changed due to no error on behalf of Firm in the performance of Services under this Agreement, the amounts of the Firm's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Firm as a result of any material change to the Scope of the Services shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.8 **Project Order Suspension** – If the Firm's work is suspended or abandoned in whole or in part for more than three (3) months for reasons that are not wholly or partially the Firm's fault, Firm shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Firm shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Firm in connection with this Agreement prior to Firm receiving final payment. If the work is resumed after being suspended for more than three (3) months, the Firm's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Firm after the work is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the City** – The Firm's work in connection with the Services is the property of the City, and Firm may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Services without City's prior written consent. City shall be furnished with such reproductions of the plans, data, documents, maps, and any other information as defined in the applicable Project Order. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Firm will revise plans, data, documents, maps, and any other information as defined in the applicable Project Order to reflect changes while performing the Services and promptly furnish the same to the City in an acceptable electronic or other format. All such reproductions shall be the property of the City who may use them without the Firm's permission for any

purpose relating to the Services, including, but not limited to, completion of the Services, and/or additions, alterations, modifications, and/or revisions to the Services.

4.1.1 **Work for Hire** – The agreements and obligations set forth in this Article 4.1.1 are supported by the mutual considerations and covenants set forth in this Agreement and also by consideration of the payment of \$10.00 by the City to Firm, and other good and valuable consideration, the payment and sufficiency of which is hereby acknowledged.

4.1.1.1 The term “Work” as used in this Section 4.1.1 means the materials created by Firm as part or in furtherance of the Services including without limitation any and all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, assessments, memorandums, appraisals and/or any other materials or copies thereof in any reproducible, tangible, or electronic form or medium. The Work conceived, or originated by Firm or others for the Firm, or on behalf of the Firm, or performed in connection with the Services is and will be of original development by Firm and are to be considered works made for hire as that term is defined in the Copyright Act (17 U.S.C. §101) and shall be the sole and exclusive property of the City, without any consideration paid to Firm beyond that set forth under this Agreement. All rights of Firm with respect to all designs and copyrights, trademarks, trade names, and other proprietary rights relating to the Work are by this Agreement assigned to the City. Firm agrees to promptly support and give all reasonable assistance to enable the City to prepare, file and prosecute any United States or foreign application for all types of design trademark or copyright registrations related to the Work that the City deems appropriate, and Firm will execute all appropriate documents and assignments for such. The City shall have the sole right to determine the treatment of information received from Firm, including but limited to the right to keep the same as a trade secret, to use, disclose, and publish the same with or without prior copyright registration and to file, license or share the same in its own name or the name of an affiliate or to follow any other procedure that the City may deem appropriate.

4.1.1.2 To the extent that any material produced under this Agreement may not be considered works made for hire, or to the extent that Article 4.1.1 or any portion thereof is declared invalid either in substance or purpose, in whole or in part, Firm agrees to irrevocably transfer, grant, convey, assign, and relinquish exclusively to the City all of Firm's right, title, and interest, including ownership of copyright and patent rights, to any material developed by Firm under this Agreement, without the necessity of further consideration. Firm shall have no right to disclose or use any of the Work for any purpose whatsoever except as expressly set forth in this Agreement. Further, the rights conveyed by this instrument include the right and authority of the City, at its expense, to make timely application for the renewal and extension of any copyright of the Work as allowed by the laws now or later in force in the United States and in any other country. Firm irrevocably constitutes and appoints the City “attorney in fact” to apply for renewal within one year before the expiration of the initial copyright term,

and covenants to execute any further instruments that may be necessary to perfect the City's full enjoyment of the renewal right.

4.1.1.3 No rights or licenses, expressed or implied, in any other work or other information is granted to Firm by this agreement, and no license, partnership, or assignment of any right, title, or interest is created, granted or implied by the City under this Agreement.

4.1.1.4 Furthermore, Firm acknowledges and agrees that the Work—to the extent permitted by applicable law—is confidential and proprietary trade secret information of the City, and of substantial value to the City. Firm agrees that it will not use the Work in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement. Firm also agrees not to disclose to any third party any part of the Work except as is necessary to perform the Services. Firm will take reasonable precautions at least as stringent as it takes to protect its own most highly confidential and proprietary information to protect the confidentiality of the Work. Firm's breach of this obligation will result in irreparable and continuing damage to the City for which there will be no adequate remedy at law, entitling the City to injunctive relief and a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

4.1.1.5 Firm affirms that the Work is original, that all statements asserted as facts are based on careful investigation and research for accuracy, that the Work does not, in whole or part, infringe any copyright or violate any right or privacy or other personal or property right whatsoever, that it has not been published or used in total or in part and is not being submitted or considered for publication or use in total or in part elsewhere, and that Firm has full power and authority to enter into this Agreement and to make the grants and transfers contained herein. Subject to any limitations stated in Article 10 of this Agreement, Firm will indemnify, and hold harmless the City, its officials, officers, agents, representatives and anyone directly or indirectly employed by it against damages, losses, and expenses, including attorney's fees and related expenses, arising out of infringement of any rights during or after completion of the Work, and will defend all claims in connection with any alleged infringement of those rights utilizing legal counsel approved by the City.

4.1.1.6 The obligations imposed by this Article 4.1.1 shall remain in effect indefinitely and shall survive any termination or expiration of the Agreement, whether by expiration of time, operation of law or otherwise.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Firm acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Firm (and Firm's Personnel) under this Agreement are property of the City and upon completion of the Services shall thereafter be subject to the Texas Public Information Act

(Texas Government Code, Chapter 552) the ("PIA") and exceptions to the PIA and any other applicable laws requiring public disclosure of the information contained in said items.

ARTICLE 5

FIRM'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a general liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies. In the event that there is a material modification to such policy, Firm shall provide written notice of such modification to City at least thirty (30) days prior to such material modification. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies. In the event that there is a material modification to such policy, Firm shall provide written notice of such modification to City at least thirty (30) days prior to such material modification. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to

cancellation, non-renewal, or material modification of any policies. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

- 5.4 **Required Umbrella Coverage or Excess Liability Coverage** – Firm shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit F**, such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

- 5.5 **Circumstances Requiring Explosion, Collapse, Underground Property Coverage** – If the Scope of Services warrant, and if identified on the checklist located in **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to the City, an explosion, collapse, underground coverage policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit F**, such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

ARTICLE 6 FIRM’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to work performed in conjunction with the Services shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in **Article 3**. Copies of employee time sheets, receipts for direct expense items and other records of expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND CITY CHARTER

The Firm agrees that at any time during normal business hours and as often as the City may deem necessary, Firm shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such

representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Firm agrees that it is aware of the Compliance with Federal, State, Local Laws and City Charter requirements as set forth in **Exhibit G**, and is in compliance therewith. Firm agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Firm shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit H** and incorporated herein for all purposes.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Firm, terminate this Agreement or any individual Project Order, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement or a Project Order due to a default of and/or breach by Firm and the expense of finishing the Services exceeds the Firm's Fee at the time of termination, Firm waives its right to any portion of Firm's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Services. On any default and/or breach by Firm, City may elect not to terminate the Agreement or a Project Order, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Firm's Fee that would otherwise be due to Firm as set forth in Article 3 herein. If City terminates this Agreement and Firm is not in default of the Agreement or a Project Order, Firm shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Firm shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Firm in connection with this Agreement prior to Firm receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

FIRM SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS PAST, PRESENT AND FUTURE OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF FIRM, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM FIRM IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY FIRM PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN FIRM AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE FIRM, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. FIRM IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN FIRM IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE FIRM FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY FIRM THAT ARE ATTRIBUTABLE TO

CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. NOTWITHSTANDING THE FOREGOING, IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN FIRM'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, SUCH THAT THE FIRM SHALL: (1) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE FIRM OR THE FIRM'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE FIRM EXERCISES CONTROL; AND (2) REIMBURSE THE CITY'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE FIRM'S LIABILITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY FIRM IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF FIRM'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF FIRM'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. FIRM SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF FIRM FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND FIRM SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Firm agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Jim Proce
City Manager
City of Anna
P.O. Box 776
Anna, TX 75409-0776

Mandatory copy to:
Wolfe, Tidwell & McCoy, LLP
City of Anna Attorney
2591 Dallas Pkwy, Suite 300
Frisco, Texas 75034

City agrees that all notices or communication to Firm permitted or required under this Agreement shall be delivered to Firm at the following addresses:

JACOBS
ATTN: CHAD ST. JOHN
1999 BRYANT ST. SUITE 1200
DALLAS, TX 75021

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked and deposited in the U.S. mail with proper postage by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Professional Services Project Order Form
- 12.1.2 **Exhibit B**, City RFQ Category F - Landscape Architecture & Park Planning and Firm Response dated: 7/13/2021
- 12.1.3 **Exhibit C**, City of Anna Benchmarks (as amended)
<http://www.Annatexas.gov/departments/planning/benchmarks.php> .
- 12.1.4 **Exhibit D**, City of Anna Guidelines for Computer Aided Design and Drafting (CADD). Per industry standards.
- 12.1.5 **Exhibit E**, City of Anna Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.6 **Exhibit F**, City of Anna Contractor Insurance Requirements.

12.1.7 **Exhibit G**, City of Anna Compliance with Federal, State, Local Laws and City Charter

12.1.8 **Exhibit H**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or **Exhibit B** shall prevail in that order.

- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of this Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.11 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or

immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

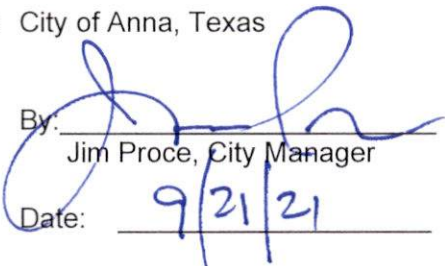
- 12.12 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Firm, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorney's fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.13 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.14 **Independent Contractor** – In performing this Agreement, Firm and Firm's Personnel shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Firm shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Firm's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City. At no time shall the City have any control or direction, direct or indirect, over the Firm's means, methods, sequences, techniques, procedures, supervision, subcontractors or other undertakings utilized to perform the Services.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Duty to Facilitate Compliance with Public Information Act**
- (a) The obligations in this section apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the Anna City Council.
 - (b) If this Agreement is described in subsection (a) above, Firm shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Anna for the duration of this Agreement;
 - (2) promptly provide to Anna any contracting information related to this Agreement that is in the custody or possession of Firm on request of Anna; and
 - (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Firm; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code, as amended.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Firm agrees that this Agreement can be terminated if the Firm knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

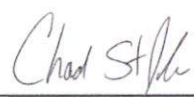
Effective Date: July 13, 2021

CITY: City of Anna, Texas

By: 
Jim Proce, City Manager

Date: 9/21/21

FIRM: JACOBS

By: 
Chad St. John, Manager of Projects

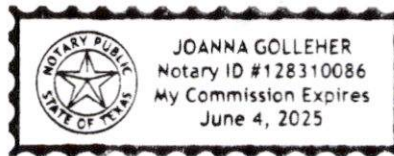
Date: September 9, 2021

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jim Proce**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 2021.

Joanna Golleher
Notary Public In and For the State of Texas
My commission expires: 6/4/2025

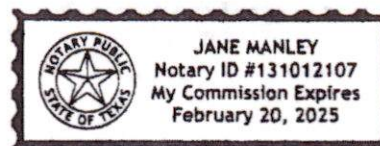


STATE OF Texas §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chad St. John, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of September, 2021.

Jane Manley
Notary Public In and For the State of Texas
My commission expires: February 20, 2025



EXHIBITS to MASTER AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A

PROFESSIONAL SERVICES PROJECT ORDER FORM:

Individual "Professional Services Project Orders" will be issued for each project.
Sample PSPO is included in the City's RFQ.

EXHIBIT B

CITY RFQ and FIRM RESPONSE

Exhibit B-1: City RFQ (on file with the City Purchasing Department)

Exhibit B-2: Firm's Response (on file with the City Purchasing Department)

EXHIBIT C

CITY OF ANNA GUIDELINES FOR SURVEYING AND BENCHMARKING

City of Anna Benchmarks (as amended)

EXHIBIT D

CITY OF ANNA GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

Per industry standards

EXHIBIT E
**CITY OF ANNA GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE
MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **FIRM'S RESPONSIBILITY**. The Firm shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Firm shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Services, when such transportation is not a function of routine performance of the duties of the Firm in connection with the Services, and when such transportation exceeds beyond fifty (50) miles from the Services site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Firm at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Firm agrees to place these standards in all subcontracts for work on the Services.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Services-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- D. **In-House Reproduction** - Firm shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- F. **In-House Plotting** – Firm shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is

required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Services. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Firm duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Firm and/or the Firm's employees. Firm agrees to place these standards in all subcontracts for work on the Services.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Service site, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. **GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- 1. **Requirement of Prior Approval** – Firm may be allowed to charge a General and/or Administrative Markup on work completed if Firm can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Firm must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Firm to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. **GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- 1. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.
- 2. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Firm shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

END OF SECTION

EXHIBIT F
CITY OF ANNA CONTRACTOR INSURANCE GUIDELINES

I. Requirement of Insurance –

- A. All required insurance policies shall name the City, its past, present, and future officials, officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies
- C. Such policies shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. Insurance Company Qualification – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. Certificate of Insurance – A Certificate of Insurance and applicable endorsements evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance and applicable endorsements shall also be provided to the City prior to the date the contract is renewed or extended.

Insurance Checklist – "X" means that the following coverage is required for this Agreement. Copies of all endorsements for each policy required.

Coverage Required		Limits
<u> X </u> 1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u> 2.	General Liability	▪ Minimum \$ 1,000,000.00 each occurrence;
<u> </u> 3.	XCU Coverage	▪ Minimum \$ 1,000,000.00 per occurrence; ▪ Minimum \$ 2,000,000.00 aggregate.
<u> X </u> 4.	Professional Liability	▪ Minimum \$ 1,000,000.00 each occurrence; ▪ Minimum \$ 2,000,000.00 in the aggregate.
<u> X </u>	Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u> 6.	City and its past, present, and future officials, officers, agents, representatives, and employees named as additional insured on General Liability Policy and Umbrella or Excess Liability Coverage. This coverage is primary to all other coverage the City may possess.	

- X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X 8. Thirty (30) days notice of cancellation, non-renewal, or material change required.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. Each Policy and Certificate of Insurance must state the project title and Professional Service Project Order number.
- 11. Other Insurance Requirements (State Below):

END OF SECTION

EXHIBIT G
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a response to the solicitation and entering into a contract with the City, the Firm hereby verifies and certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

CERTIFICATION OF ELIGIBILITY

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Anna Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Anna Finance Department, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF ANNA, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF ANNA AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF ANNA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF ANNA THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA. NOTWITHSTANDING THE FOREGOING, IF THE AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN VENDOR'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, SUCH THAT THE VENDOR SHALL: (1) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL; AND (2) REIMBURSE THE CITY'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE VENDOR'S LIABILITY.

NO PROHIBITED INTEREST

EXHIBIT G
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

I, the undersigned, declare and affirm that no person or officer of the submitting firm or its partners are either employed by the City of Anna or is an elected official of the City of Anna and who has a financial interest, direct or indirect, in any contract with the City of Anna or has a financial interest, directly or indirectly, in the sale to the City of Anna of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Anna City Charter, interest represented by ownership of stock by a City of Anna employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Anna no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications and to this Agreement as Exhibit H.

DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL

Section 2271.002, Texas Government Code: the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Section 2252.153 or Section 2270.0201, Texas Government Code: provides that the City may not enter into a governmental contract with" (1) a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; or (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Authorized Representative:

Company Name: Jacobs Engineering Group Inc.

Date: September 9, 2021

Printed Name: Chad St.John

EXHIBIT G
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

Title: Manager of Projects

Signature: Chad Stille

SWORN AND SUBSCRIBED to before me this 9 day of September, 2021 to
certify with witness my hand and official seal.

Jane Manley
Notary Public in and for the State of Texas

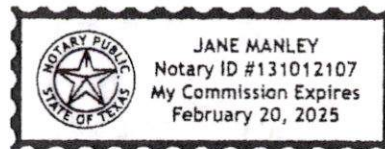


EXHIBIT H
CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. N/A	2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity		9/30/2021 Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution adopting a Street Naming Policy for the City of Anna. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Staff was directed earlier this year to develop a street naming policy for the City Council to consider. The attached policy is being proposed for use on all future requests for naming new streets and re-naming existing streets. The policy is only for major arterials, minor arterials, and collector roads as shown in the City of Anna Master Thoroughfare Plan. The policy will provide opportunities for honoring the special contributions and gifts of Anna neighbors throughout history and to also provide opportunities to enhance community spirit.

Local streets are not a part of this policy.

FINANCIAL IMPACT:

None at this time.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Street Naming Policy
2. Resolution and Policy - Street Naming Policy

APPROVALS:

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

Created/Initiated - 8/3/2022
Final Approval - 8/17/2022



Street Naming Policy

August 23, 2022

Overview

- Staff has prepared a Street Naming Policy for the City Council to consider adopting via Resolution.
- If adopted, staff will utilize the policy in the review, consideration, and recommendation of future street name changes or new street names.
- The policy is specifically related to major arterials, minor arterials, and collector roads shown in the City of Anna Master Thoroughfare Plan.
- The policy is not intended for use on local streets.
- The City Council may name or re-name without following these procedures.



Objectives

The objectives of this policy are to:

- Provide name identification for individual streets within the City of Anna to ensure that they are not in conflict with street names in neighboring communities.
- Provide criteria and procedure for naming streets to ensure that given names are consistent with the values and character of the Anna community.
- Assure that the quality of the chosen name/title, so that it will serve the purpose of the City in a permanent manner.
- Provide opportunities for honoring the special contributions and gifts of Anna neighbors throughout history and to also provide opportunities to enhance community spirit.



Naming Criteria

The following criteria may be used in determining the appropriateness of the naming designation:

- Geographical location
- Historically or culturally significant ideas, places, or entities
- Persons of outstanding service to the City, including:
 - Past Mayors and City Council Members who have successfully completed their full term(s) and served for extensive periods of time or during periods of significant community progress.
 - Key historical figures in the Anna community who should be recognized posthumously for their contributions to the creation and development of Anna.
 - Neighbors who, through individual or team excellence, functioned as a special representative of the Anna community to the State of Texas, United States of America, or world at large.
 - Neighbors or City representatives who gave their life in service to the Anna community, either locally as a first responder or overseas in military combat.
- Key organizations which provide significant community services or material contributions.



Naming Procedure

The following process shall be followed in naming or re-naming City streets:

- City residents, staff, community leaders, and community organizations interested in proposing a name for a City street shall submit a written recommendation to the City Manager or his/her designee. Recommendations shall describe in detail why the submitted name merits designation.
- The City Manager will consider all requests and review the requests with the appropriate City staff. The City will determine if the request meets the criteria and prepare a formal recommendation for names deemed worthy of consideration to the Mayor and the City Council.
- The City Council will name or re-name a City Street by Ordinance.
- The City Council has final approval and may reject any naming or re-naming request.
- The City Council may name or re-name without following these procedures.
- The process of naming new streets shall normally be done prior to any business or residence is constructed and given an address on the street.



Re-Naming Streets

The intent of naming is for permanent recognition. The re-naming of City streets within the City of Anna is generally discouraged. However, there may be specific instances where it is necessary to change a street name. Re-naming of existing City streets shall be discouraged except when:

- The existing street name is a number (County Road #, FM #, State Highway #) and has no alpha name designation.
- The existing street name causes significant concern in regard to the public easily locating the street or businesses and facilities located on the street.
- The City Council finds that an existing street name has become irrelevant or deems it necessary and in the interest of the community to re-name a City street.



Next Steps & Staff Recommendation

- If adopted, the City will begin utilizing this policy in the process of considering all new street names and any proposals to re-name streets.
- Staff recommends approval of the proposed policy.



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING A POLICY AND PROCEDURE FOR THE NAMING AND RE-NAMING OF
CITY STREETS.**

WHEREAS, the City Council has the authority to name and re-name streets located within the corporate limits of the City of Anna, Texas; and,

WHEREAS, the City has investigated and determined that the policy and procedures in Exhibit A attached hereto (the "Naming Policy") provides for a functional and beneficial manner for naming and re-naming City streets; and,

WHEREAS, the City Council of the City of Anna, Texas has determined that adoption of the Naming Policy will be of benefit to the City and its citizens; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Policy Guidelines

That the City Council of the City of Anna hereby approves and adopts the Naming Policy attached hereto as Exhibit A as guidelines for the naming of City streets.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit “A”

Purpose:

The purpose of this policy is to establish a systematic and consistent approach for the official naming of streets located within the corporate limits of the City of Anna, Texas.

Objectives:

The objectives of this policy are to:

- Provide name identification for individual streets within the City of Anna to ensure that they are not in conflict with street names in neighboring communities.
- Provide criteria and procedure for naming streets to ensure that given names are consistent with the values and character of the Anna community.
- Assure that the quality of the chosen name/title, so that it will serve the purpose of the City in a permanent manner.
- Provide opportunities for honoring the special contributions and gifts of Anna neighbors throughout history and to also provide opportunities to enhance community spirit.

Definitions:

The definition of City Street in this policy is specific to the major arterials, minor arterials, and collector roads located within the corporate limits of the City of Anna as shown on the City's Master Thoroughfare Plan, which may be revised from time to time.

Naming Criteria:

The following criteria may be used in determining the appropriateness of the naming designation:

- a. Geographical location
- b. Historically or culturally significant ideas, places, or entities
- c. Persons of outstanding service to the City, including:
 - i. Past Mayors and City Council Members who have successfully completed their full term(s) and served for extensive periods of time or during periods of significant community progress.
 - ii. Key historical figures in the Anna community who should be recognized posthumously for their contributions to the creation and development of Anna.
 - iii. Neighbors who, through individual or team excellence, functioned as a special representative of the Anna community to the State of Texas, United States of America, or world at large.
 - iv. Neighbors or City representatives who gave their life in service to the Anna community, either locally as a first responder or overseas in military combat.
- d. Key organizations which provide significant community services or material contributions.

Naming Procedure:

The following process shall be followed in naming or re-naming City streets:

1. City residents, staff, community leaders, and community organizations interested in proposing a name for a City street shall submit a written recommendation to the City Manager or his/her designee. Recommendations shall describe in detail why the submitted name merits designation.
2. The City Manager will consider all requests and review the requests with the appropriate City staff. The City will determine if the request meets the criteria and prepare a formal recommendation for names deemed worthy of consideration to the Mayor and the City Council.
3. The City Council will name or re-name a City Street by Ordinance.
4. The City Council has final approval and may reject any naming or re-naming request.
5. The City Council may name or re-name without following these procedures.
6. The process of naming new streets shall normally be done prior to any business or residence is constructed and given an address on the street.

Renaming:

The intent of naming is for permanent recognition. The re-naming of City streets within the City of Anna is generally discouraged. However, there may be specific instances where it is necessary to change a street name. Re-naming of existing City streets shall be discouraged except when:

1. The existing street name is a number (County Road #, FM #, State Highway #) and has no alpha name designation.
2. The existing street name causes significant concern in regard to the public easily locating the street or businesses and facilities located on the street.
3. The City Council finds that an existing street name has become irrelevant or deems it necessary and in the interest of the community to re-name a City street.



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on the adoption of ordinances implementing updated Roadway, Water, and Wastewater Impact Fees for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Impact Fees are governed by Chapter 395 of the Texas Local Government Code. The City of Anna charges impact fees for roadway, water, and sanitary sewer (wastewater) infrastructure which are paid for by new development at the time of building permit.

These one-time fees are used by the City to fund expansion projects to increase the roads, water systems, and sewer systems to accommodate the increased demand placed on the City's infrastructure.

The City contracted with Kimley Horn to provide the City with engineering services for updating the City's 10-year Capital Improvement Plan and completing an engineering study and report with recommendations for updated impact fees.

The CIAC committee voted unanimously in June to recommend approval of the proposed Impact Fees presented to the City Council last month. The City Council provided feedback indicating an interest in looking at setting the fees higher. As such, staff has increased the Roadway Impact Fee to the maximum allowed, and provided two options (A and B) for the Water and Wastewater Impact Fees. In addition, staff set the % of maximum fee by land use higher for the non-residential categories based on feedback provided by the City Council.

Staff will present the options for Council consideration.

FINANCIAL IMPACT:

Impact fees are critical to the funding of public infrastructure required to meet the growing needs of the community. Increasing the impact fees is necessary due to rising construction costs of public infrastructure. Staff is proposing increases to the impact fees as described in the attached presentation and depicted in the proposed ordinances.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of either ordinance option A or B, adopting the updated impact fees.

ATTACHMENTS:

1. 2022-07-26 Impact Fees Report
2. Ordinance - Roadway Impact Fees
3. Ord Water and Wastewater Impact Fees - Option A
4. Ord Water and Wastewater Impact Fees - Option B
5. Presentation - Impact Fee Adoption - City Council

APPROVALS:

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

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

PREPARED FOR

THE CITY OF
Anna

City of Anna

2022 Roadway, Water and Wastewater Impact Fee Study

PREPARED BY

Kimley»»Horn

Expect More. Experience Better.

JULY 2022



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Chapter 2 – Roadway Impact Fee Study

Chapter 3 – Water Impact Fee Study

Chapter 4 – Wastewater Impact Fee Study

Appendices

Appendix A – Conceptual Level Project Cost Projections

Appendix B – Capital Improvements Plan Units of Supply

Appendix C – Existing Roadway Facilities Inventory

Executive Summary
2022 Impact Fee Study



July 2022 Prepared for the City of Anna

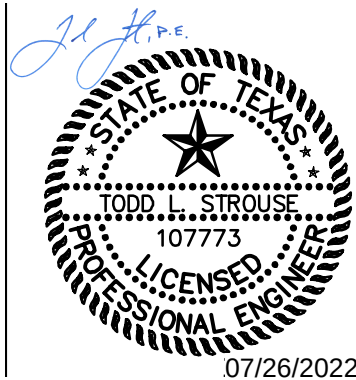
Prepared by:

Kimley»Horn

Kimley-Horn and Associates, Inc.
260 East Davis Street, Suite 100
McKinney, TX 75069
Phone: 469 301 2580

TBPE Firm Registration Number: F-928

Kimley-Horn Project Number: 064512909
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Executive Summary

Introduction

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads, and utilities. In Texas, the legislature has allowed their use for roadway and drainage, water, and wastewater facilities.

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development towards new infrastructure needs. Impact Fees are a mathematical calculation that determine a maximum fee that would be equivalent to growth paying for growth. This study's purpose is to calculate the maximum impact fee per service unit of new growth.

The Maximum Impact Fee is considered an appropriate measure of the impacts generated by a new unit of development on a City's infrastructure system. An impact fee program is anticipated to be designed so that it is predictable for both the development community and City. An impact fee program is transparent. This report describes in detail how the fee is calculated and how the Capital Improvements Advisory Committee (CIAC) monitors the Impact Fee program. An impact fee program is flexible in that funds can be used on priority projects and not just on projects adjacent to a specific development. An impact fee program is both equitable and proportional in that every new development pays an equal fee that is directly related to its systemwide impact.

Impact Fee Basics

Service Area

A service area is a geographical area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Roadway Impact Fees, the service area may not exceed a 6-mile diameter trip length. In Anna, this results in the creation of two separate Roadway Service Areas. The Water and Wastewater Impact Fee Service Area for the City of Anna is the Extra-Territorial Jurisdiction, this service area was determined based on where the City of Anna will provide service.

Land Use Assumptions

The Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2022-2032. The 10-year increase in residential units is projected to be 6,902 units within the city limits, the projected water and wastewater connections are 7,599 and 7,276 respectively. The 2032 projections show an increase of 19,141,000 square feet of non-residential land use over the 10-year window. These projections set the basis for determining loading and demands to serve new growth. The distribution of residential and non-residential growth utilized information from historical building permit data and input from city staff on known future development locations.

Service Units

The "service area" is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used to quantify the supply and demand for roads and utilities in the City. Service units are attributable to an individual unit of development and utilized to calculate the maximum impact fee of a development.

For roadway purposes, the service unit is defined as a vehicle-mile. A "vehicle-mile" refers to the capacity consumed in a single lane by a vehicle making a trip one mile in length during the PM peak hour. The PM peak hour is the one-hour period during the afternoon/evening when the highest vehicular volumes are observed. In accordance with the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, the PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

The service unit for water and wastewater impact fees is the "single family equivalent" (SFE), which is based on the

size of the individual water meters used to serve growth related development. The base water SFE is the water demand associated with the smallest water meter issued for a new single-family residence. The base wastewater SFE is the wastewater flow associated with the smallest water meter issued for a new single-family residence. The smallest water meter issued for a new single-family residence in the City of Anna is a 3/4-inch meter.

Capital Improvement Plan

The City and project staff have identified the Roadway, Water, and Wastewater projects needed to accommodate the projected growth over the next ten (10) years within the City of Anna. These projects include existing, proposed, and recently completed projects that were determined based on their current or anticipated impact on each defined Service Area and the City as a whole.

Roadway Impact Fee Capital Improvement Plan

The City of Anna Thoroughfare Plan is the ultimate plan for the roadway infrastructure within the City Limits. The projects on the Roadway Impact Fee Capital Improvement Plan were selected from the Thoroughfare Plan and cover existing, proposed, and completed roadway improvements, as well as intersection improvements with 10-year growth potential.

Water Impact Fee Capital Improvement Plan

The Water Impact Fee Capital Improvements Plan was developed for the City of Anna based on the growth patterns and trends from the Land Use Assumptions. The recommended improvements will provide the required capacity and reliability to meet projected water demand through 2032. Elements of the water system, including storage facilities, pumping facilities, and the distribution network were evaluated against industry standards as outlined in the Design Criteria section of Water Impact Fee Chapter of this report.

Wastewater Impact Fee Capital Improvement Plan

Similar to the Water Impact Fee Capital Improvements Plan, the Wastewater Impact Fee Capital Improvements Plan was developed to address system improvements driven by growth. Elements of the wastewater system, including gravity pipes, force mains, lift station and wastewater treatment facilities were evaluated against industry standards as outlined in the Design Criteria section of the Wastewater Impact Fee Chapter of this Report.

Recoverable Project Costs

Impact Fees are a one-time fee meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs within a ten-year window. With this consideration, the maximum assessable impact fee does not specifically cover the entire cost of a roadway, water, or wastewater project. The calculations that determine the percentage of a project's cost that is impact fee eligible are defined as the project's recoverable cost.

Roadway Recoverable Project Costs

The recoverable costs for roadway projects are calculated by first determining the net capacity of vehicle-miles supplied to support future growth within a 10-year window. This net capacity is then multiplied by the percentage of roadway capacity added attributable to this 10-year growth. This growth percentage is obtained through the derivation of a transportation demand factor (TDF), which computes the total vehicle-miles associated to a single land use development unit. The TDF is applied to both the net vehicle-miles supplied and the vehicle-mile growth projections to calculate the growth percentage needed to determine the total recoverable project costs, which total \$101,948,281

(pre-finance) over two (2) Roadway Service Areas. Per state law this recoverable cost is reduced by 50% to account for future ad valorem tax revenues from the new development.

Water Recoverable Project Costs

The recoverable costs for water projects are calculated by determining the increase in water demand due to growth over the 10-year window. The City's current and future populations were utilized to calculate the percent utilization of each identified impact fee eligible project. The change in utilization of each project is multiplied by the total project cost to determine total recoverable project cost. The total recoverable cost is then divided by the growth in additional SFEs to determine the maximum fee per SFE. The total recoverable costs for the water distribution system are \$232,036,389 (pre-finance). Per state law this recoverable cost is reduced by 50% to account for future ad valorem tax and utility revenues from the new development.

Wastewater Recoverable Project Costs

The process for calculating the recoverable wastewater costs is similar to the water financial analysis. The recoverable costs for wastewater projects are calculated by determining the increase in wastewater flows due to growth over the 10-year window. The City's current and future populations were utilized to calculate the percent utilization of each identified impact fee eligible project. The change in utilization of each project is multiplied by the total project cost to determine total recoverable project cost. The total recoverable cost is then divided by the growth in additional SFEs to determine the maximum fee per SFE. The total recoverable costs for the wastewater collection system are \$291,665,915 (pre-finance). Per state law this recoverable cost is reduced by 50% to account for future ad valorem tax and utility revenues from the new development.

Maximum Assessable Impact Fee Calculation

In simplest terms, the maximum impact fee allowable by law is calculated by dividing the recoverable cost of the Capital Improvement Plans by the number of new service units of development. In accordance with state law, both the cost of the Capital Improvement Plan and the number of new service units of development used in the equation are based on the growth and corresponding capacity needs projected to occur within a 10-year window. This calculation is performed for each service area individually; each service area has a stand-alone Capital Improvement Plan and 10-year growth projection.

In practice, there are many factors that complicate this calculation. The maximum impact fee allowable by law for each service area is shown below:

Roadway Service Area	Roadway Maximum Fee Per Service Unit (per Vehicle-Mile)	Water Maximum Fee Per Single Family Equivalent (3/4-inch Meter)	Wastewater Maximum Fee Per Single Family Equivalent (3/4-inch Meter)
1	\$1,845	\$9,285	\$11,671
2	\$1,423		

Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of impact fees. A Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and Capacity Plan used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. This CIAC also reviews the calculation and resulting maximum fees and provides its findings to the City Council. The composition of the CIAC is required to have adequate representation of the building and development communities. In Anna this is the Planning & Zoning Commission with an ETJ representative. The City Council then conducts a public

hearing on the Land Use Assumptions, Capacity Plan, and Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Capacity Plan at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

Chapter 1
Land Use Assumptions for the
2022 Impact Fee Study



June 2022 Prepared for the City of Anna

Prepared by:

Kimley»Horn

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TBPE Firm Registration Number: F-928

Kimley-Horn Project Number: 064512909
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1 Purpose

Chapter 395 of the Texas Local Government Code describes the procedure Texas political subdivisions must follow in order to assess impact fees for new development. The first step required in updating impact fees is the development of Land Use Assumptions. These Land Use Assumptions, which include both residential and non-residential estimates, form the basis for the development of impact fees for roadway, water, and wastewater facilities.

Reasonable future growth estimates are necessary in order to aid the City of Anna in establishing the need for capital improvements required to serve future development. In accordance with Chapter 395, Kimley-Horn has compiled the information required to complete the Land Use Assumptions using the following sources:

- City of Anna Future Land Use Plan
- Parcel Data Information from Collin Central Appraisal District
- Aerial Overview of City Development Potential
- City of Anna Staff

2 Components of Land Use Assumptions Chapter

Land Use Assumptions included the following components:

Land Use Assumption Methodology:

Overview of the general methodology used to generate land use assumptions

Impact Fee Service Areas:

Explanation of the divisions of Anna into service areas for roadway, water, and wastewater impact fees

10-Year Growth Assumptions:

Data on residential and non-residential growth within each service area from 2022-2032

Land Use Assumptions Summary:

Synopsis of the land use chapter

3 Land Use Assumptions Methodology

The residential and non-residential growth projections formulated in this chapter were done using reasonable and generally accepted planning principles. The following factors were considered in developing these projections:

- Existing development
- Known planned developments
- Location of vacant land
- Future Land Use Plan
- Buildout population projections

Existing residential and non-residential data was compiled using parcel data from Collin Central Appraisal District and aerial survey. For the remaining undeveloped area, assumptions were utilized based upon buildout population projections, future land use plan and known developments. Consultation with City staff helped with finalizing growth projections.

4 Impact Fee Service Areas

Service Area Definitions

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvements or facilities specified in the impact fee. Funds collected in the specific service areas must be spent in the service area collected.

Roadway Impact Fee Service Areas

The geographic boundary of the proposed impact fee service areas for roadway facilities are shown in **Exhibit 1.1**. The roadway service areas cover the entire corporate boundary of the City of Anna. Chapter 395 of the Texas Local Government Code specifies “the service area is limited to an area within the corporate boundaries of a political subdivision and shall not exceed six (6) miles.” The City of Anna is proposed to be divided into two service areas for roadway impact fee purposes, using State Highway 5 to divide the service area boundaries. For roadway facilities, the service areas are limited to those areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded.

Water and Wastewater Impact Fee Service Areas

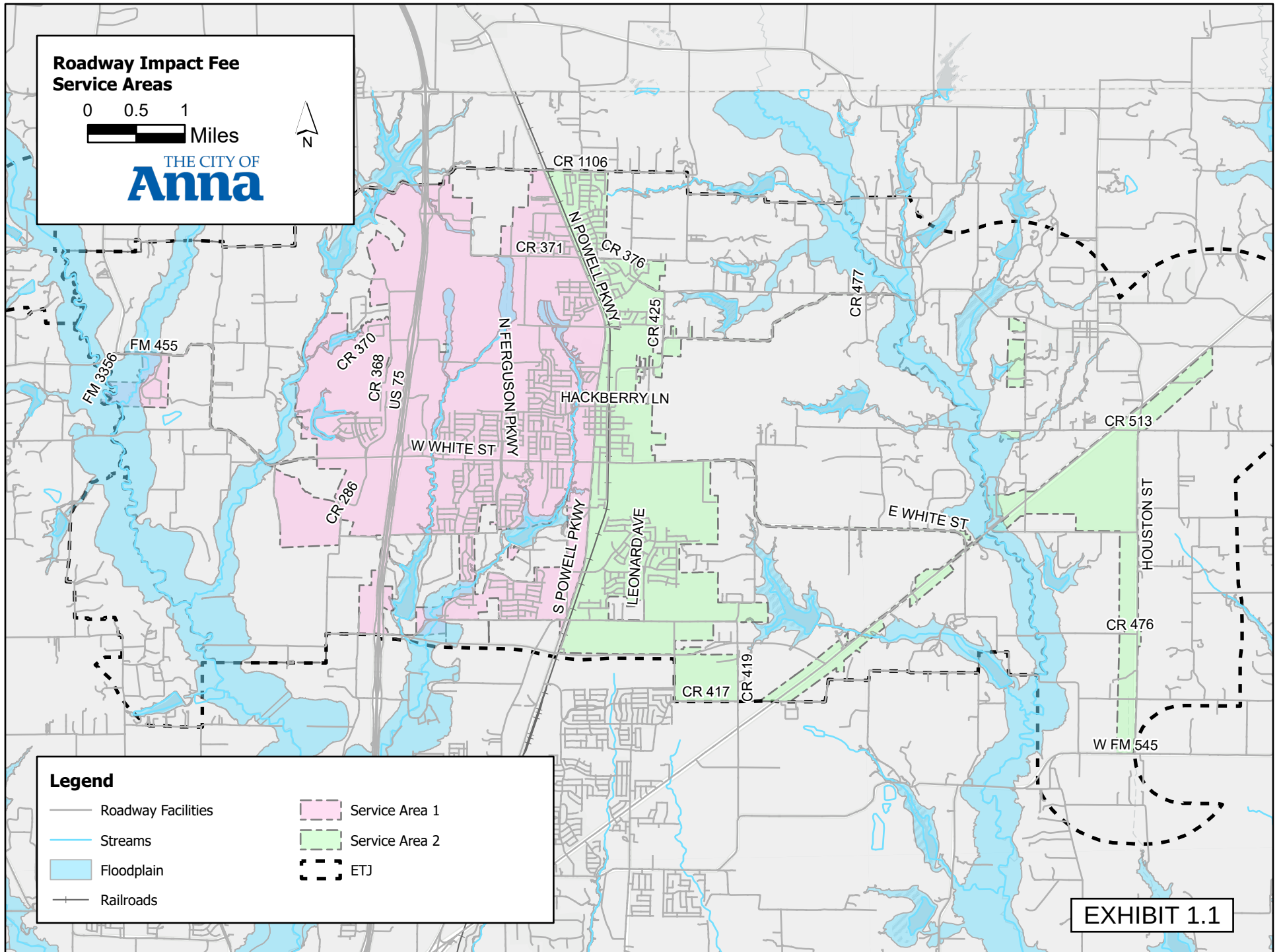
The geographic boundaries of the proposed impact fee service area for water and wastewater facilities are shown in **Exhibit 1.2**. The water and wastewater impact fee service areas include the area within the ETJ.

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**Roadway Impact Fee
Service Areas**

0 0.5 1
Miles

THE CITY OF
Anna



Legend

- | | |
|----------------------|----------------|
| — Roadway Facilities | Service Area 1 |
| — Streams | Service Area 2 |
| — Floodplain | ETJ |
| — Railroads | |

EXHIBIT 1.1

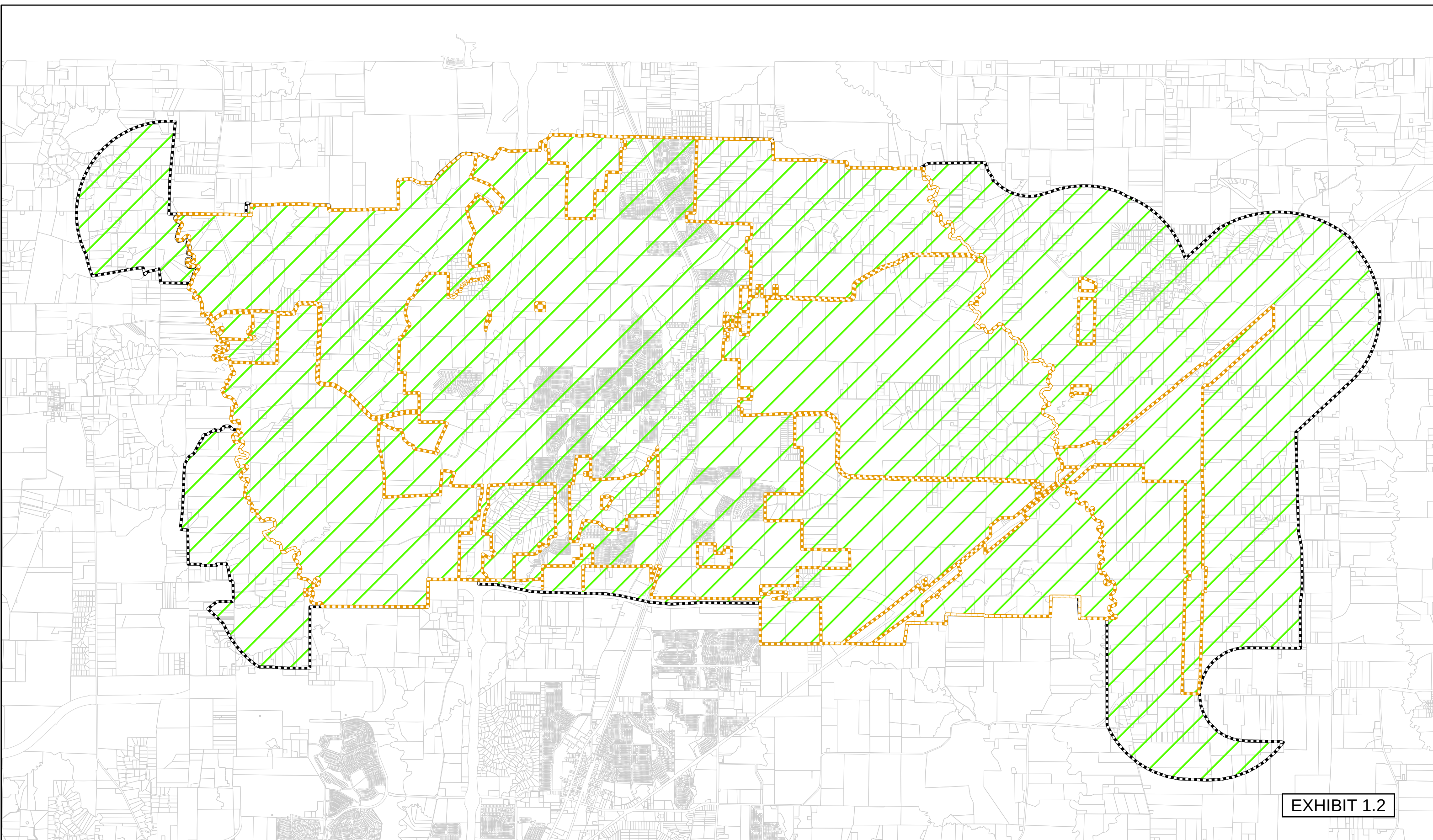
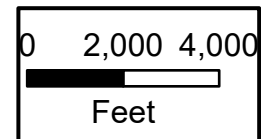


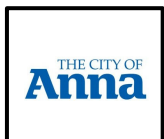
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Kimley-Horn and Associates, Inc.
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Date Saved: 5/11/2022 7:31 AM



Legend

Water & Wastewater Service Area	City Limits
---------------------------------	-------------



CITY OF ANNA
WATER & WASTEWATER SERVICE AREA

FIGURE

5 Data Format

The residential and non-residential estimates were all compiled in accordance with the following categories and format:

Impact Fee Service Areas:

Large zones, which correspond to proposed roadway, water, and wastewater facilities service areas (as described in previous section)

Residential Units:

Number of dwelling units or connections, including both single-family and multifamily

Non-residential:

Square footage of building area or number of connections based on three different classifications:

Retail:

Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented towards the household sector (i.e., grocery stores and restaurants)

Service:

Land use activities which provide personal and professional services such as government and other professional and administrative offices

Basic:

Land use activities that produce goods and services, including those exporting outside the local economy (i.e., manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses)

6 10- Year Growth Summary

Table 1.1 summarizes residential and non-residential 10-year growth projections within the roadway service areas. Projections for single-family and multifamily growth were made using planned development information provided by the City of Anna. Growth projections made for non-residential building square footage assumed an 8% growth of non-residential businesses per year for the next 10 years. These assumptions are consistent with the water and wastewater connection growth projections presented in **Table 1.2** and **Table 1.3**. Residential water and wastewater connections for the next 10 years were based on development information provided by the City of Anna and the non-residential connections were based on a growth of 8% per year for the next 10 years. Based on historical connection count information, approximately 95.7% of all water customers are also wastewater customers.

[Remainder of this page intentionally blank]

Table 1. Roadway Residential and Non-Residential Growth Projections (2022-2032)

Service Area	Year	Residential Units		Non-Residential Square Feet		
		Single-Family	Multifamily	Basic	Service	Retail
1	2022	5,500	24	380,205	445,328	1,932,411
	2032	8,261	2,074	1,201,039	1,406,758	6,104,341
	<u>Growth</u>	<u>2,761</u>	<u>2,050</u>	<u>820,834</u>	<u>961,430</u>	<u>4,171,930</u>
2	2022	1,913	120	319,499	18,164	5,063,079
	2032	4,004	120	1,009,273	57,379	5,954,227
	<u>Growth</u>	<u>2,091</u>	<u>0</u>	<u>689,774</u>	<u>39,215</u>	<u>891,148</u>
Overall City Growth		<u>4,852</u>	<u>2,050</u>	<u>1,511,000</u>	<u>1,001,000</u>	<u>5,063,000</u>

Table 2. Water Residential and Non-Residential Growth Projections (2022-2032)

Year	Residential Connections	Non-Residential Connections
2022	8,385	269
2032	15,984	499
<u>Growth</u>	<u>7,599</u>	<u>230</u>

Table 3. Wastewater Residential and Non-Residential Growth Projections (2022-2032)

Year	Residential Connections	Non-Residential Connections
2022	8,029	257
2032	15,305	477
<u>Growth</u>	<u>7,276</u>	<u>220</u>

[Remainder of this page intentionally blank]

7 Summary

The following is a summary of land use assumptions for the roadway, water, and wastewater impact fees. The roadway land use assumptions are confined to growth projected within the City Limits, while the water and wastewater land use assumptions are confined to growth projected within the ETJ. The roadway land use assumptions are quantified in terms of dwelling units and building square footage for residential and non-residential growth, respectively. The water and wastewater land use assumptions are quantified in terms of connections for both residential and non-residential growth.

- The 10 year (2022-2032) residential growth projection is approximately:
 - o Roadway Service Areas = 6,902 Dwelling Units
 - o Water Service Area = 7,599 Connections
 - o Wastewater Service Area = 7,276 Connections

- The 10-Year (2022-2032) non-residential growth projection is approximately:
 - o Roadway Service Areas = 7,574,000 ft²
 - o Water Service Area = 230 Connections
 - o Wastewater Service Area = 220 Connection

Chapter 2
Roadway Impact Fee Study for the
2022 Impact Fee Study



June 2022 Prepared for the City of Anna

Prepared by:

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TBPE Firm Registration Number: F-928

Kimley-Horn Project Number: 064512909
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6/28/22

Brandon Forsythe

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1 Introduction

Chapter 395 of the Texas Local Government Code describes the procedure political subdivisions must follow in order to create and implement impact fees. Chapter 395 defines an Impact Fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

Accordingly, the City of Anna has developed its Land Use Assumptions and Capital Improvements Plan with which to implement Roadway Impact Fees. The City has retained Kimley-Horn and Associates, Inc. to provide professional transportation engineering services for the 2022 Roadway Impact Fee Study Update. This chapter includes details of the Roadway Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the Capital Improvements Plan, and refinement of the Land Use Equivalency Table.

This report introduces and references two of the basic inputs to the Roadway Impact Fee:

1. **Land Use Assumptions**
2. **Capital Improvements Plan**

Information from the Land Use Assumptions and Capital Improvements Plan are used extensively throughout the remainder of the report.

There is a detailed discussion of the methodology for the computation of impact fees. This discussion is broken into three components:

1. **Methodology for Roadway Impact Fees**
2. **Roadway Impact Fee Calculation**
3. **Plan for the Roadway Impact Fee Credit**

The components of the **Methodology for Roadway Impact Fees** include development of:

- Service Areas
- Service Units
- Cost Per Service Unit
- Roadway Impact Fee Capital Improvements Plan Costing Methodology
- Summary of Roadway Impact Fee Capital Improvements Plan Costs
- Service Unit Calculation

The **Roadway Impact Fee Calculation** includes the calculation of the:

- Maximum Assessable Impact Fee Per Service Unit
- Service Unit Demand Per Unit of Development

The **Plan for the Roadway Impact Fee Credit** outlines a 50% reduction of the Capital Improvements Plan as outlined in Chapter 395 of the Texas Local Government Code.

The final section of the report is the Conclusion, which presents the findings of the analysis and summarizes the report.

2 Land Use Assumptions

2.1 Summary

The methodology for land use assumptions is presented in Chapter 1: Land Use Assumptions for the 2022 Impact Fee Study. The development of land use assumptions included establishing roadway impact fee service areas (SA), collection/determination of residential and non-residential data by SA, and projection of the 10-year residential and non-residential growth by SA. **Table 1** presents the growth projected for the City of Anna from 2022-2032 based on planned development information provided by the City of Anna and the future land use plan utilized in the 2050 Comprehensive Plan.

Table 1. Residential and Non-Residential Growth Projections (2022-2032)

Service Area	Year	Residential Units		Non-Residential Square Feet		
		Single-Family	Multifamily	Basic	Service	Retail
1	2022	5,500	24	380,205	445,328	1,932,411
	2032	8,261	2,074	1,201,039	1,406,758	6,104,341
	<u>Growth</u>	<u>2,761</u>	<u>2,050</u>	<u>820,834</u>	<u>961,430</u>	<u>4,171,930</u>
2	2022	1,913	120	319,499	18,164	5,063,079
	2032	4,004	120	1,009,273	57,379	5,954,227
	<u>Growth</u>	<u>2,091</u>	<u>0</u>	<u>689,774</u>	<u>39,215</u>	<u>891,148</u>
Overall City Growth		4,852	2,050	1,511,000	1,001,000	5,063,000

2.2 Roadway Impact Fee Service Areas

The geographic boundary of the proposed impact fee service areas for roadway facilities is shown in **Exhibit 2.1**. The City of Anna is proposed to be divided by State Highway 5 into two (2) service areas. For roadway facilities, the service areas are limited to those areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded from the study.

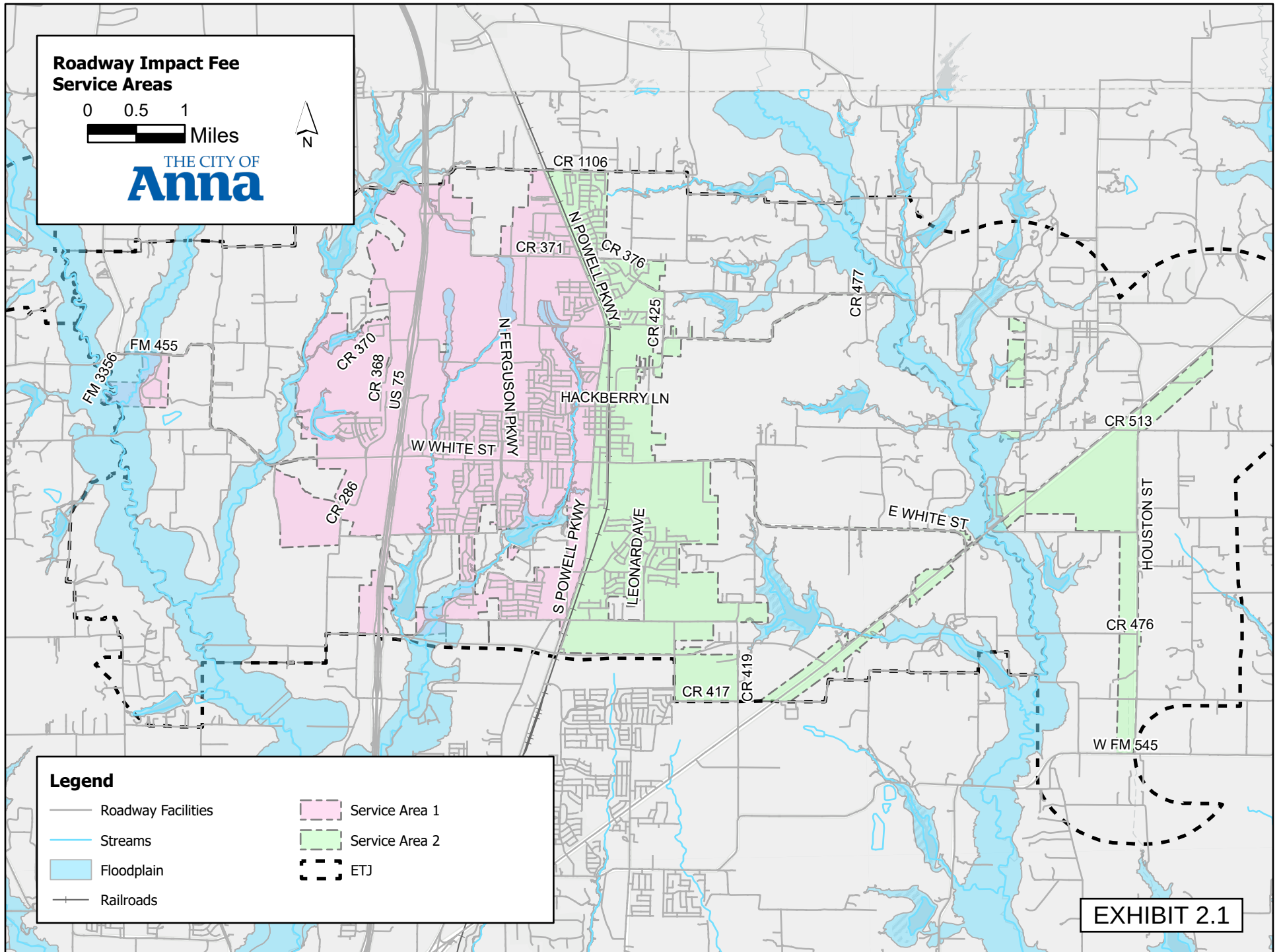
It should be noted that at locations where the service area boundary follows a thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway, such as State Highway 5. In cases where a service area boundary follows the City Limits, only those portions of the facility within the City Limits are included in the service area.

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**Roadway Impact Fee
Service Areas**

0 0.5 1
Miles

THE CITY OF
Anna



Legend

- | | |
|----------------------|----------------|
| — Roadway Facilities | Service Area 1 |
| — Streams | Service Area 2 |
| Floodplain | ETJ |
| — Railroads | |

EXHIBIT 2.1

3 Roadway Impact Fee Capital Improvements Plan

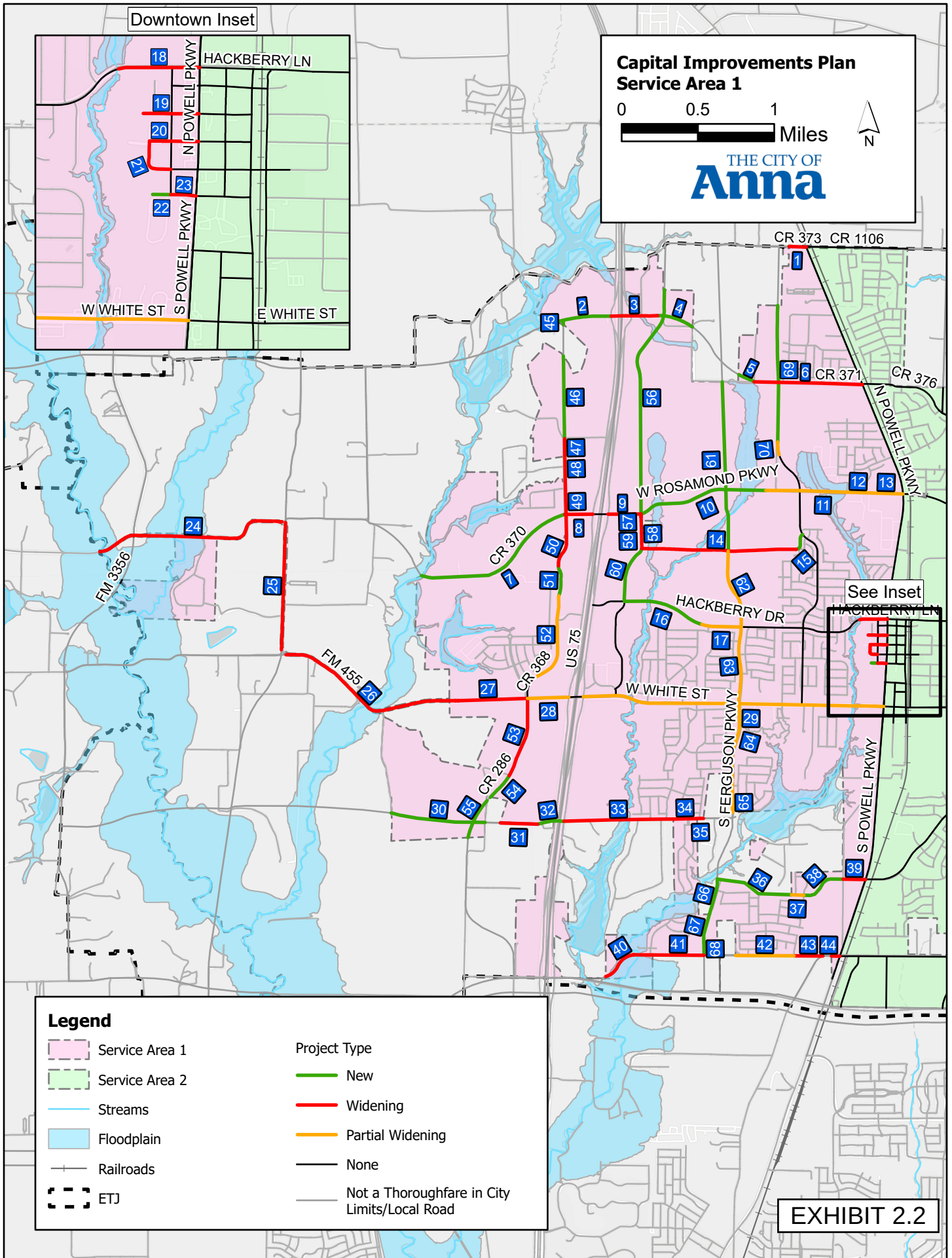
The City has identified the roadway projects needed to accommodate the projected growth within the City. The City of Anna Master Thoroughfare Plan is the ultimate plan for roadway infrastructure within City Limits. Only capacity improvements still needed to build out the Master Thoroughfare Plan to accommodate the expected growth within the next 10-years are included in the Capital Improvements Plan. The Capital Improvements Plan includes arterials, collectors, and Downtown class roadway facilities increasing the network capacity and consists of 5 categories of projects. They are as follows:

- New – Any future roadway identified by the City to be included in the Capital Improvements Plan
- Widening – Existing roadways not currently built to the ultimate classification in the Master Thoroughfare Plan and must be completely reconstructed
- 1/2 Widening – Existing roadways that only have half of the ultimate cross section to be built
- 1/3 Widening – Existing roadways that only have one-third of the ultimate cross section to be built
- 2/3 Widening – Existing roadways that only have two-thirds of the ultimate cross section to be built

All the roadway facilities identified are part of the currently adopted Master Thoroughfare Plan. The City uses six-lane and four-lane divided cross sections for their arterial facilities, four-lane and three-lane undivided cross sections for their collector facilities, and a two-lane undivided cross section for their Downtown facilities.

The Capital Improvements Plan is listed in **Table 2** and **Table 3** and mapped in **Exhibit 2.2** and **Exhibit 2.3**. The tables show the length of each project as well as the facility's Impact Fee classification. The Capital Improvements Plan was developed in conjunction with input from City of Anna staff and represents those projects that will be needed to accommodate the growth projected in Chapter 1: Land Use Assumptions for the 2022 Impact Fee Study.

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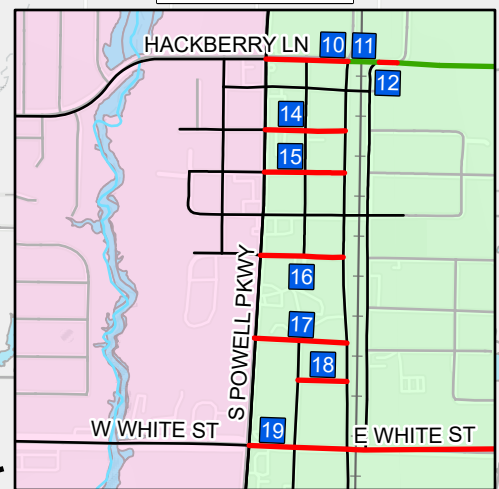
Capital Improvements Plan Service Area 2

0 0.5 1
Miles

THE CITY OF
Anna



Downtown Inset



CR 373 CR 1106

CR 371 CR 376

See Inset

HACKBERRY LN

W WHITE ST E WHITE ST

S POWELL PKWY

LEONARD AVE

CR 417

CR 419

CR 477

CR 513

CR 476

W FM 545

HOUSTON ST

Legend

Service Area 1

Service Area 2

Streams

Floodplain

Railroads

ETJ

Project Type

New

Widening

Partial Widening

None

Not a Thoroughfare in City
Limits/Local Road

EXHIBIT 2.3

Table 2. 10-Year Roadway Impact Fee Capital Improvements – Service Area 1

Service Area	Proj. #	Impact Fee Class	Roadway	Limits	Length (mi)	% In Service Area
SA 1	1	Minor Arterial	CR 373	595' W OF N POWELL PKWY to N POWELL PKWY	0.11	50%
	2	Major Arterial	CR 371 (1)	245' W OF CR 368 to CENTRAL EXPRESSWAY SB	0.36	100%
	3	Major Arterial	CR 371 (2)	CENTRAL EXPRESSWAY SB to 910' E OF CENTRAL EXPRESSWAY NB	0.30	100%
	4	Major Arterial	CR 371 (3)	910' E OF CENTRAL EXPRESSWAY NB to 1,075' E OF CR 374	0.24	100%
	5	Major Arterial	CR 371 (4)	595' W OF BRYANT FARM RD to BRYANT FARM RD	0.11	100%
	6	Major Arterial	CR 371 (5)	BRYANT FARM RD to N POWELL PKWY	0.71	100%
	7	Major Arterial	CR 370 (1)	5,795' W OF CR 368 to CR 368	1.10	100%
	8	Major Arterial	CR 370 (2)	CR 368 to CENTRAL EXPRESSWAY SB	0.18	100%
	9	Major Arterial	W ROSAMOND PKWY (1)	CENTRAL EXPRESSWAY NB to CR 374	0.22	100%
	10	Major Arterial	W ROSAMOND PKWY (2)	CR 374 to 1,170' W OF W CROSSING BLVD	0.86	100%
	11	Major Arterial (2/3)	W ROSAMOND PKWY (3)	1,170' W OF W CROSSING BLVD to LANGDON DR	0.53	100%
	12	Major Arterial (1/3)	W ROSAMOND PKWY (4)	LANGDON DR to 740' E OF LANGDON DR	0.14	100%
	13	Major Arterial (2/3)	W ROSAMOND PKWY (5)	740' E OF LANGDON DR to N POWELL PKWY	0.23	100%
	14	Minor Collector	ROLLINS RD (1)	CR 374 to 615' W OF W CROSSING BLVD	1.01	100%
	15	Minor Collector	ROLLINS RD (2)	615' W OF W CROSSING BLVD to W CROSSING BLVD	0.12	100%
	16	Minor Arterial	HACKBERRY DR (1)	CR 374 to 1,365' W OF N FERGUSON PKWY	0.54	100%
	17	Minor Arterial (1/2)	HACKBERRY DR (2)	1,365' W OF N FERGUSON PKWY to N FERGUSON PKWY	0.26	100%
	18	Minor Arterial	HACKBERRY LN (1)	640' W OF N JAMES ST to N POWELL PKWY	0.18	100%
	19	Downtown Type B	W 2ND ST (1)	340' W OF N JAMES DR to N POWELL PKWY	0.13	100%
	20	Downtown Type B	W 3RD ST (1)	HARPER DR to N POWELL PKWY	0.11	100%
	21	Downtown Type B	HARPER DR	W 3RD ST to N JAMES DR	0.11	100%
	22	Downtown Type B	W 5TH ST (1)	215' W OF S JAMES DR to S JAMES DR	0.04	100%
	23	Downtown Type B	W 5TH ST (2)	S JAMES DR to S POWELL PKWY	0.06	100%
	24	Major Arterial	FM 455 (1)	1,330' W OF FM 3356 to 140' W OF CR 289	1.28	100%
	25	Major Arterial	FM 455 (2)	80' S OF FM 290 to 180' N OF COWAN RD	0.83	100%
	26	Major Arterial	FM 455 (3)	180' E OF COWAN RD to W WHITE ST	1.21	100%
	27	Major Arterial	W WHITE ST (1)	FM 455 to CR 286	0.51	100%
	28	Major Arterial (1/3)	W WHITE ST (2)	CR 286 to CENTRAL EXPRESSWAY SB	0.27	100%
	29	Major Arterial (1/3)	W WHITE ST (3)	CENTRAL EXPRESSWAY NB to S POWELL PKWY	1.98	100%
	30	Major Collector	CR 284 (1)	2,860' W OF CR 286 to 415' E OF CR 286	0.62	100%
	31	Major Collector	CR 284 (2)	1,905' W OF CENTRAL EXPRESSWAY SB to 610' W OF CENTRAL EXPRESSWAY SB	0.25	50%
	32	Major Collector	CR 284 (3)	610' W OF CENTRAL EXPRESSWAY SB to CENTRAL EXPRESSWAY NB	0.18	100%
	33	Major Collector	TAYLOR BLVD (1)	CENTRAL EXPRESSWAY NB to 3,775' E OF CENTRAL EXPRESSWAY NB	0.71	50%
	34	Major Collector	TAYLOR BLVD (2)	3,775' E OF CENTRAL EXPRESSWAY NB to 4,600' E OF CENTRAL EXPRESSWAY NB	0.16	100%
	35	Major Collector	TAYLOR BLVD (3)	4,600' E OF CENTRAL EXPRESSWAY NB to 4,825' E OF CENTRAL EXPRESSWAY NB	0.04	50%
	36	Minor Collector (4D)	W FINLEY BLVD (1)	S FERGUSON PKWY to 2,700' E OF S FERGUSON PKWY	0.51	50%
	37	Minor Collector (4D) (1/2)	W FINLEY BLVD (2)	2,700' E OF S FERGUSON PKWY to SILVER LEAF LN	0.08	100%
	38	Minor Collector (4D)	W FINLEY BLVD (3)	SILVER LEAF LN to CR 423	0.30	100%
	39	Minor Collector	W FINLEY BLVD (4)	CR 423 to S POWELL PKWY	0.15	100%
	40	Major Collector	W FOSTER CROSSING RD (1)	3,740' W OF S FERGUSON PKWY to 1,780' W OF S FERGUSON PKWY	0.37	100%
	41	Major Collector	W FOSTER CROSSING RD (2)	1,780' W OF S FERGUSON PKWY to S FERGUSON PKWY	0.34	50%
	42	Major Collector (1/2)	W FOSTER CROSSING RD (3)	1,095' E OF S FERGUSON PKWY to ASPEN DR	0.38	50%
	43	Major Collector	W FOSTER CROSSING RD (4)	ASPEN DR to HIGHLAND RD	0.19	50%
	44	Major Collector	W FOSTER CROSSING RD (5)	295' W OF S POWELL PKWY to S POWELL PKWY	0.06	100%
	45	Minor Arterial	CR 368 (1)	CR 371 to 155' S OF CR 371	0.03	100%
	46	Minor Arterial	CR 368 (2)	2,865' N OF FAIRWAY LANE to FAIRWAY LANE	0.54	100%
	47	Minor Arterial	CR 368 (3)	FAIRWAY LANE to 625' S OF FAIRWAY LANE	0.12	100%
	48	Minor Arterial	CR 368 (4)	625' S OF FAIRWAY LANE to 1,150' N OF CR 370	0.16	50%
	49	Minor Arterial	CR 368 (5)	1,150' N OF CR 370 to 740' S OF CR 370	0.36	100%
	50	Minor Arterial	CR 368 (6)	740' S OF CR 370 to 1,855' S OF CR 370	0.21	50%
	51	Minor Arterial	CR 368 (7)	1,855' S OF CR 370 to 4,020' N OF W WHITE ST	0.20	100%
	52	Minor Arterial (1/2)	CR 368 (8)	4,020' N OF W WHITE ST to 880' N OF W WHITE ST	0.59	100%
	53	Minor Arterial	CR 286 (1)	W WHITE ST to 2,800' S OF W WHITE ST	0.53	100%
	54	Minor Arterial	CR 286 (2)	2,800' S OF W WHITE ST to 3,800' S OF W WHITE ST	0.19	100%
	55	Minor Arterial	CR 286 (3)	890' N OF CR 284 to 560' S OF CR 284	0.28	100%
	56	Major Collector	CR 374 (1)	900' N OF CR 371 to W ROSAMOND PKWY	1.52	100%
	57	Major Collector	CR 374 (2)	W ROSAMOND PKWY to 240' S OF W ROSAMOND PKWY	0.05	100%
	58	Major Collector	CR 374 (3)	240' S OF W ROSAMOND PKWY to 525' N OF ROLLINS RD	0.08	50%
	59	Major Collector	CR 374 (4)	525' N OF ROLLINS RD to ROLLINS RD	0.10	100%
	60	Major Collector	CR 374 (5)	ROLLINS RD to HACKBERRY DR	0.38	100%
	61	Major Arterial	N FERGUSON PKWY (1)	CR 371 to ROLLINS RD	1.11	100%
	62	Major Arterial (2/3)	N FERGUSON PKWY (2)	ROLLINS RD to HACKBERRY DR	0.52	100%
	63	Major Arterial (1/3)	N FERGUSON PKWY (3)	HACKBERRY DR to W WHITE ST	0.50	100%
	64	Major Arterial (1/3)	S FERGUSON PKWY (1)	W WHITE ST to 2,440' S OF W WHITE ST	0.46	100%
	65	Major Arterial (2/3)	S FERGUSON PKWY (2)	2,440' S OF W WHITE ST to 190' N OF TAYLOR BLVD	0.26	100%
	66	Major Arterial	S FERGUSON PKWY (3)	W FINLEY BLVD to 1,245' S OF W FINLEY BLVD	0.24	50%
	67	Major Arterial	S FERGUSON PKWY (4)	1,245' S OF FINLEY BLVD to 425' N OF W FOSTER CROSSING RD	0.19	100%
	68	Major Arterial	S FERGUSON PKWY (5)	425' N OF W FOSTER CROSSING RD to W FOSTER CROSSING RD	0.08	50%
	69	Major Collector	W CROSSING BLVD (1)	2,660' N OF CR 371 to 1,970' N OF W ROSAMOND PKWY	0.89	100%
	70	Major Collector (4D) (1/2)	W CROSSING BLVD (2)	1,970' N OF W ROSAMOND PKWY to 1,530' N OF W ROSAMOND PKWY	0.08	100%

Table 3. 10-Year Roadway Impact Fee Capital Improvements – Service Area 2

Service Area	Proj. #	Impact Fee Class	Roadway	Limits	Length (mi)	% In Service Area
SA 2	1	Minor Arterial	CR 1106 (1)	N POWELL PKWY to 1,080' E OF N POWELL PKWY	0.20	50%
	2	Minor Arterial (1/2)	CR 1106 (2)	1,080' E OF N POWELL PKWY to 3,505' E OF N POWELL PKWY	0.46	50%
	3	Major Arterial (2/3)	CR 376 (1)	N POWELL PKWY to 1,675' E OF N POWELL PKWY	0.32	100%
	4	Major Arterial	CR 376 (2)	1,675' E OF N POWELL PKWY to CR 427	0.29	100%
	5	Major Arterial	CR 376 (3)	CR 427 to 575' E OF CR 427	0.11	100%
	6	Major Arterial	E ROSAMOND PKWY (1)	N POWELL PKWY to 295' E OF N POWELL PKWY	0.06	100%
	7	Major Arterial	E ROSAMOND PKWY (2)	820' E OF N POWELL PKWY to 2,735' E OF N POWELL PKWY	0.36	100%
	8	Major Arterial	HOUSTON ST (1)	CR 425 to 5,850' E OF CR 425	1.11	100%
	9	Major Arterial	HOUSTON ST (2)	1,970' W OF CR 477 to 2,475' E OF CR 477	0.84	100%
	10	Minor Arterial	HACKBERRY LN (2)	N POWELL PKWY to N RIGGINS ST	0.12	100%
	11	Minor Arterial	HACKBERRY LN (3)	N RIGGINS ST to N SHERLEY AVE	0.05	100%
	12	Minor Arterial	HACKBERRY LN (4)	N SHERLEY AVE to 140' E OF N SHERLEY AVE	0.03	100%
	13	Minor Arterial	HACKBERRY LN (5)	140' E OF N SHERLEY AVE to 2,215' E OF N SHERLEY AVE	0.39	100%
	14	Downtown Type B	W 2ND ST (2)	N POWELL PKWY to N RIGGINS ST	0.12	100%
	15	Downtown Type B	W 3RD ST (2)	N POWELL PKWY to N RIGGINS ST	0.12	100%
	16	Downtown Type B	W 5TH ST (3)	S POWELL PKWY to S RIGGINS ST	0.12	100%
	17	Downtown Type B	W 7TH ST	S POWELL PKWY to S RIGGINS ST	0.14	100%
	18	Downtown Type B	W 8TH ST	S INTERURBAN ST to S RIGGINS ST	0.07	100%
	19	Major Arterial	W WHITE ST (4)	S POWELL PKWY to S INTERURBAN ST	0.07	100%
	20	Major Arterial	E WHITE ST (1)	S INTERURBAN ST to 1,640' E OF HOUSTON TO E WHITE CONNECTOR	1.52	100%
	21	Minor Arterial	CR 419 (1)	595' S OF E WHITE ST to 745' N OF E FINLEY BLVD	0.46	100%
	22	Major Collector	E FINLEY BLVD (1)	930' E OF CR 419 to E WHITE ST	1.05	100%
	23	Major Arterial	E WHITE ST (2)	E FINLEY BLVD to SAM RAYBURN MEMORIAL HWY	1.09	100%
	24	Major Collector (4D) (1/2)	E FINLEY BLVD (2)	345' E OF S POWELL PKWY to SHARP ST	0.16	100%
	25	Major Collector	E FINLEY BLVD (3)	LEONARD AVE to 3,410' E OF LEONARD AVE	0.65	100%
	26	Major Collector	E FOSTER CROSSING RD (1)	S POWELL PKWY to 260' E OF S POWELL PKWY	0.05	50%
	27	Major Collector	E FOSTER CROSSING RD (2)	260' E OF S POWELL PKWY to LEONARD AVE	0.76	100%
	28	Major Collector	E FOSTER CROSSING RD (3)	LEONARD AVE to 2,135' E OF LEONARD AVE	0.40	100%
	29	Major Collector	E FOSTER CROSSING RD (4)	375' W OF OUTER LOOP to CR 419	0.69	100%
	30	Major Arterial	CR 417	CR 418 to CR 419	0.65	50%
	31	Minor Collector	E FOSTER CROSSING TO OUTER LOOP CONNECTION	E FOSTER CROSSING RD to OUTER LOOP	0.36	100%
	32	Minor Collector	S VAIL ST	E FOSTER CROSSING RD to OUTER LOOP	0.34	100%
	33	Minor Collector	CR 427	880' N OF CR 376 to CR 376	0.17	100%
	34	Major Arterial	CR 425	1,540' N OF E ROSAMOND PKWY to E ROSAMOND PKWY	0.29	100%
	35	Major Arterial	HOUSTON ST (3)	E ROSAMOND PKWY to LEONARD AVE	0.27	100%
	36	Major Arterial	LEONARD AVE (1)	HOUSTON ST to 485' S OF HOUSTON ST	0.09	100%
	37	Major Arterial	LEONARD AVE (2)	1,565' N OF E WHITE ST to 930' N OF E WHITE ST	0.12	50%
	38	Major Arterial	LEONARD AVE (3)	E WHITE ST to E FINLEY BLVD	0.71	100%
	39	Major Arterial (1/3)	LEONARD AVE (4)	E FINLEY BLVD to 3,415' S OF E FINLEY BLVD	0.65	100%
	40	Major Arterial (2/3)	LEONARD AVE (5)	3,415' S OF E FINLEY BLVD to 1,135' N OF E FOSTER CROSSING RD	0.13	100%
	41	Major Arterial	LEONARD AVE (6)	1,135' N OF E FOSTER CROSSING RD to E FOSTER CROSSING RD	0.21	50%
	42	Major Arterial	LEONARD AVE (7)	E FOSTER CROSSING RD to OUTER LOOP	0.38	100%
	43	Minor Arterial	CR 419 (2)	3,965' S OF E FINLEY BLVD to 5,485' S OF E FINLEY BLVD	0.29	100%
	44	Minor Arterial	CR 419 (3)	1,030' N OF E FOSTER CROSSING RD to CR 417	0.48	50%

4 Methodology for Roadway Impact Fees

4.1 Service Areas

The two (2) service areas used in the 2022 Roadway Impact Fee Study are shown in the previously referenced **Exhibit 2.1**. These service areas cover the entire corporate boundary of the City of Anna. Chapter 395 of the Texas Local Government Code specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” The service areas in the 2022 Roadway Impact Fee Study are consistent with the specification of Chapter 395 of the Texas Local Government Code.

4.2 Service Units

The “service unit” is a measure of consumption or use of the roadway facilities by new development. In other words, it is the unit of measure used in the 2022 Roadway Impact Fee Study to quantify the supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. Below is the definition for vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length. The PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) (see **Appendix B**).

Total Vehicle-Miles of Demand: Based on the 10-year growth projections. The demand is equal to PM Trip Rate (trips) * Trip Length (miles).

The hourly service volumes used in the 2022 Roadway Impact Fee Study are based upon Thoroughfare Capacity Criteria published by the North Central Texas Council of Governments (NCTCOG) and generally accepted planning principles. **Table 4** and **Table 5** show the service volumes as a function of the Impact Fee classification and existing cross sections, respectively.

Table 4. Service Volumes for Proposed Facilities

Roadway Type (Impact Fee Classifications)	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
Major Arterial	Six-Lane Divided	775
Minor Arterial	Four-Lane Divided	725
Major Collector	Four-Lane Undivided	650
Minor Collector	Three-Lane Undivided	525
Downtown Type B	Two-Lane Undivided	425

Table 5. Service Volumes for Existing Facilities

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
6D	Six-Lane Divided	775
4D	Four-Lane Divided	725
4U	Four-Lane Undivided	650
3U	Three-Lane Undivided	525
2D	Two-Lane Divided	
2U	Two-Lane Undivided	425

4.3 Cost Per Service Units

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Roadway Impact Fee, this is the cost for each vehicle-mile of travel. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel. The cost per service unit is calculated for each service area based on the Capital Improvements Plan projects within that service area.

The second component of the cost per service unit is the determination of the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the 10-year period. Chapter 395 requires that Impact Fees be assessed only to pay for growth projected to occur in the City Limits within the next 10-years. As noted earlier, the units of demand are vehicle-miles of travel.

4.4 Roadway Impact Fee Capital Improvements Plan Costing Methodology

All of the project costs for a facility which serves the overall transportation system are eligible to be included in the Capital Improvements Plan. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "...including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;

Project Information

In order to correctly estimate the cost of a roadway project, several attributes are first identified:

- Project Number – Identifies each project with a corresponding number. The corresponding number does not represent any prioritizations and is used only to identify projects.
- Name – A unique identifier for each project.
- Limits – Represents the beginning and ending location for each project.
- Impact Fee Class – The costing class to be used in the analysis. The impact fee class provides the width for the various elements in the roadway. The construction costs are variable based on the proposed Master Thoroughfare Plan classification of the roadway. Additional classifications are utilized in cases where a portion of the facility currently exists and the road is only to be partially widened or the ultimate cross section is assumed to be different than the Master Thoroughfare Plan classification due to field conditions. The following notations are used for these projects:
 - o “(1/2)” for facilities where one-half the facility still needs to be constructed.
 - o “(1/3)” for facilities where one-third of the facility still needs to be constructed.
 - o “(2/3)” for facilities where two-thirds of the facility still needs to be constructed.
 - o “4D” for collector class facilities assuming a four-lane divided ultimate section in continuity with the adjacent cross sections.
- Length (ft) – The distance measured in feet that is used to cost out the project.
- Service Area – Represents the service area where the project is located.
- Description – Used to describe the project type assumed in the costing such as a widening or a new project.

Construction Pay Items

A typical roadway project consists of a number of costs, including planning, survey, design engineering, permitting, right-of-way acquisition, construction, and inspection. While the construction cost component of a project may actually consist of hundreds of various pay items, a simplified approach was used for developing the conceptual level project costs. The roadway construction components pay items are listed below:

- | | |
|-----------------------------------|-----------------|
| - Unclassified Roadway Excavation | - Curb & Gutter |
| - Lime-Treated Subgrade | - Topsoil |
| - Concrete Pavement | - Turn Lanes |
| - Concrete Sidewalk | |

Construction Component Allowances

A percentage of the paving construction cost is allotted for various major construction component allowances, as appropriate. These allowances include traffic control, pavement markings, roadway drainage, special drainage structures, utility adjustments, landscaping, irrigation, and illumination.

Lump sum dollar allowances are provided for special drainage structures and railroad crossings where needs are anticipated.

The paving and allowance subtotal is given a twenty percent (20%) contingency, five percent (5%) mobilization, and either five (5%) or one percent (1%) preparation of right-of-way (ROW) based on whether the project is new or existing to determine the construction cost total.

Summary of Costs and Allowances

To determine the total Impact Fee Project Cost, sixteen percent (16%) of the construction cost total is added for engineering, surveying, and testing.

Percentages are also allotted for ROW/easement acquisition. ROW/easement acquisition was based on whether the project was an existing alignment or future alignment. For an existing alignment, the ROW/easement acquisition cost was provided an allotment equal to ten percent (10%) of the construction cost total. For a new alignment, the ROW/easement acquisition cost was equal to twenty percent (20%) of the construction cost total. The value for ROW/easement acquisition is an estimated contribution allocation and does not represent actual ROW/easement acquisition needs. TxDOT facilities and partial widening projects assumed no ROW/easement acquisition.

The Impact Fee Project Cost Total is the Construction Cost Total plus engineering, surveying, testing, and inspection, plus ROW/easement acquisition. Based upon discussions with City of Anna staff, TxDOT facility projects were included with a projected contribution of twenty percent (20%) of the total project cost.

4.5 *Summary of Roadway Impact Fee Capital Improvements Plan Costs*

Table 6 and **Table 7** summarize the Roadway Impact Fee Capital Improvements Plan project list for the two (2) service areas with planning level project costs. Individual project cost worksheets can be seen in **Appendix A**, Conceptual Level Project Cost Projections. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are potentially recoverable through impact fees. Actual project costs are likely to change with time and are dependent on market and economic conditions that cannot be precisely predicted.

The Roadway Impact Fee Capital Improvements Plan establishes the list of projects for which Impact Fees may be utilized. Projects not included in the Capital Improvements Plan are not eligible to receive impact fee funding. The cost projections utilized in this study should not be utilized for the City's building program or construction CIP.

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**Table 6. 10-Year Roadway Impact Fee Capital Improvements Plan with
Conceptual Level Cost Projections – Service Area 1**

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA 1	1	Minor Arterial	CR 373	595' W OF N POWELL PKWY to N POWELL PKWY	0.11	50%	\$ 1,649,000	\$ 824,500
	2	Major Arterial	CR 371 (1)	245' W OF CR 368 to CENTRAL EXPRESSWAY SB	0.36	100%	\$ 7,132,000	\$ 7,132,000
	3	Major Arterial	CR 371 (2)	CENTRAL EXPRESSWAY SB to 910' E OF CENTRAL EXPRESSWAY NB	0.30	100%	\$ 7,980,000	\$ 7,980,000
	4	Major Arterial	CR 371 (3)	910' E OF CENTRAL EXPRESSWAY NB to 1,075' E OF CR 374	0.24	100%	\$ 4,799,000	\$ 4,799,000
	5	Major Arterial	CR 371 (4)	595' W OF BRYANT FARM RD to BRYANT FARM RD	0.11	100%	\$ 2,222,000	\$ 2,222,000
	6	Major Arterial	CR 371 (5)	BRYANT FARM RD to N POWELL PKWY	0.71	100%	\$ 14,208,000	\$ 14,208,000
	7	Major Arterial	CR 370 (1)	5,795' W OF CR 368 to CR 368	1.10	100%	\$ 21,639,000	\$ 21,639,000
	8	Major Arterial	CR 370 (2)	CR 368 to CENTRAL EXPRESSWAY SB	0.18	100%	\$ 3,575,000	\$ 3,575,000
	9	Major Arterial	W ROSAMOND PKWY (1)	CENTRAL EXPRESSWAY NB to CR 374	0.22	100%	\$ 4,201,000	\$ 4,201,000
	10	Major Arterial	W ROSAMOND PKWY (2)	CR 374 to 1,170' W OF W CROSSING BLVD	0.86	100%	\$ 17,734,000	\$ 17,734,000
	11	Major Arterial (2/3)	W ROSAMOND PKWY (3)	1,170' W OF W CROSSING BLVD to LANGDON DR	0.53	100%	\$ 5,317,000	\$ 5,317,000
	12	Major Arterial (1/3)	W ROSAMOND PKWY (4)	LANGDON DR to 740' E OF LANGDON DR	0.14	100%	\$ 1,337,000	\$ 1,337,000
	13	Major Arterial (2/3)	W ROSAMOND PKWY (5)	740' E OF LANGDON DR to N POWELL PKWY	0.23	100%	\$ 1,933,000	\$ 1,933,000
	14	Minor Collector	ROLLINS RD (1)	CR 374 to 615' W OF W CROSSING BLVD	1.01	100%	\$ 11,510,000	\$ 11,510,000
	15	Minor Collector	ROLLINS RD (2)	615' W OF W CROSSING BLVD to W CROSSING BLVD	0.12	100%	\$ 1,244,000	\$ 1,244,000
	16	Minor Arterial	HACKBERRY DR (1)	CR 374 to 1,365' W OF N FERGUSON PKWY	0.54	100%	\$ 8,486,000	\$ 8,486,000
	17	Minor Arterial (1/2)	HACKBERRY DR (2)	1,365' W OF N FERGUSON PKWY to N FERGUSON PKWY	0.26	100%	\$ 1,298,000	\$ 1,298,000
	18	Minor Arterial	HACKBERRY LN (1)	640' W OF N JAMES ST to N POWELL PKWY	0.18	100%	\$ 2,688,000	\$ 2,688,000
	19	Downtown Type B	W 2ND ST (1)	340' W OF N JAMES DR to N POWELL PKWY	0.13	100%	\$ 1,126,000	\$ 1,126,000
	20	Downtown Type B	W 3RD ST (1)	HARPER DR to N POWELL PKWY	0.11	100%	\$ 990,000	\$ 990,000
	21	Downtown Type B	HARPER DR	W 3RD ST to N JAMES DR	0.11	100%	\$ 956,000	\$ 956,000
	22	Downtown Type B	W 5TH ST (1)	215' W OF S JAMES DR to S JAMES DR	0.04	100%	\$ 370,000	\$ 370,000
	23	Downtown Type B	W 5TH ST (2)	S JAMES DR to S POWELL PKWY	0.06	100%	\$ 517,000	\$ 517,000
	24	Major Arterial	FM 455 (1)	1,330' W OF FM 3356 to 140' W OF CR 289	1.28	100%	\$ 5,347,000	\$ 5,347,000
	25	Major Arterial	FM 455 (2)	80' S OF FM 290 to 180' N OF COWAN RD	0.83	100%	\$ 3,437,000	\$ 3,437,000
	26	Major Arterial	FM 455 (3)	180' E OF COWAN RD to W WHITE ST	1.21	100%	\$ 5,020,000	\$ 5,020,000
	27	Major Arterial	W WHITE ST (1)	FM 455 to CR 286	0.51	100%	\$ 1,983,000	\$ 1,983,000
	28	Major Arterial (1/3)	W WHITE ST (2)	CR 286 to CENTRAL EXPRESSWAY SB	0.27	100%	\$ 225,000	\$ 225,000
	29	Major Arterial (1/3)	W WHITE ST (3)	CENTRAL EXPRESSWAY NB to S POWELL PKWY	1.98	100%	\$ 1,643,000	\$ 1,643,000
	30	Major Collector	CR 284 (1)	2,860' W OF CR 286 to 415' E OF CR 286	0.62	100%	\$ 7,961,000	\$ 7,961,000
	31	Major Collector	CR 284 (2)	1,905' W OF CENTRAL EXPRESSWAY SB to 610' W OF CENTRAL EXPRESSWAY SB	0.25	50%	\$ 3,515,000	\$ 1,757,500
	32	Major Collector	CR 284 (3)	610' W OF CENTRAL EXPRESSWAY SB to CENTRAL EXPRESSWAY NB	0.18	100%	\$ 4,832,000	\$ 4,832,000
	33	Major Collector	TAYLOR BLVD (1)	CENTRAL EXPRESSWAY NB to 3,775' E OF CENTRAL EXPRESSWAY NB	0.71	50%	\$ 11,511,000	\$ 5,755,500
	34	Major Collector	TAYLOR BLVD (2)	3,775' E OF CENTRAL EXPRESSWAY NB to 4,600' E OF CENTRAL EXPRESSWAY NB	0.16	100%	\$ 1,979,000	\$ 1,979,000
	35	Major Collector	TAYLOR BLVD (3)	4,600' E OF CENTRAL EXPRESSWAY NB to 4,825' E OF CENTRAL EXPRESSWAY NB	0.04	50%	\$ 541,000	\$ 270,500
	36	Minor Collector (4D)	W FINLEY BLVD (1)	S FERGUSON PKWY to 2,700' E OF S FERGUSON PKWY	0.51	50%	\$ 7,581,000	\$ 3,790,500
	37	Minor Collector (4D) (1/2)	W FINLEY BLVD (2)	2,700' E OF S FERGUSON PKWY to SILVER LEAF LN	0.08	100%	\$ 405,000	\$ 405,000
	38	Minor Collector (4D)	W FINLEY BLVD (3)	SILVER LEAF LN to CR 423	0.30	100%	\$ 4,521,000	\$ 4,521,000
	39	Minor Collector	W FINLEY BLVD (4)	CR 423 to S POWELL PKWY	0.15	100%	\$ 1,547,000	\$ 1,547,000
	40	Major Collector	W FOSTER CROSSING RD (1)	3,740' W OF S FERGUSON PKWY to 1,780' W OF S FERGUSON PKWY	0.37	100%	\$ 6,339,000	\$ 6,339,000
	41	Major Collector	W FOSTER CROSSING RD (2)	1,780' W OF S FERGUSON PKWY to S FERGUSON PKWY	0.34	50%	\$ 4,270,000	\$ 2,135,000
	42	Major Collector (1/2)	W FOSTER CROSSING RD (3)	1,095' E OF S FERGUSON PKWY to ASPEN DR	0.38	50%	\$ 1,793,000	\$ 896,500
	43	Major Collector	W FOSTER CROSSING RD (4)	ASPEN DR to HIGHLAND RD	0.19	50%	\$ 2,423,000	\$ 1,211,500
	44	Major Collector	W FOSTER CROSSING RD (5)	295' W OF S POWELL PKWY to S POWELL PKWY	0.06	100%	\$ 708,000	\$ 708,000
	45	Minor Arterial	CR 368 (1)	CR 371 to 155' S OF CR 371	0.03	100%	\$ 435,000	\$ 435,000
	46	Minor Arterial	CR 368 (2)	2,865' N OF FAIRWAY LANE to FAIRWAY LANE	0.54	100%	\$ 8,043,000	\$ 8,043,000
	47	Minor Arterial	CR 368 (3)	FAIRWAY LANE to 625' S OF FAIRWAY LANE	0.12	100%	\$ 1,731,000	\$ 1,731,000
	48	Minor Arterial	CR 368 (4)	625' S OF FAIRWAY LANE to 1,150' N OF CR 370	0.16	50%	\$ 2,300,000	\$ 1,150,000
	49	Minor Arterial	CR 368 (5)	1,150' N OF CR 370 to 740' S OF CR 370	0.36	100%	\$ 5,645,000	\$ 5,645,000
	50	Minor Arterial	CR 368 (6)	740' S OF CR 370 to 1,855' S OF CR 370	0.21	50%	\$ 3,090,000	\$ 1,545,000
	51	Minor Arterial	CR 368 (7)	1,855' S OF CR 370 to 4,020' N OF W WHITE ST	0.20	100%	\$ 2,976,000	\$ 2,976,000
	52	Minor Arterial (1/2)	CR 368 (8)	4,020' N OF W WHITE ST to 880' N OF W WHITE ST	0.59	100%	\$ 2,984,000	\$ 2,984,000
	53	Minor Arterial	CR 286 (1)	W WHITE ST to 2,800' S OF W WHITE ST	0.53	100%	\$ 7,757,000	\$ 7,757,000
	54	Minor Arterial	CR 286 (2)	2,800' S OF W WHITE ST to 3,800' S OF W WHITE ST	0.19	100%	\$ 2,808,000	\$ 2,808,000
	55	Minor Arterial	CR 286 (3)	890' N OF CR 284 to 560' S OF CR 284	0.28	100%	\$ 4,085,000	\$ 4,085,000
	56	Major Collector	CR 374 (1)	900' N OF CR 371 to W ROSAMOND PKWY	1.52	100%	\$ 19,996,000	\$ 19,996,000
	57	Major Collector	CR 374 (2)	W ROSAMOND PKWY to 240' S OF W ROSAMOND PKWY	0.05	100%	\$ 576,000	\$ 576,000
	58	Major Collector	CR 374 (3)	240' S OF W ROSAMOND PKWY to 525' N OF ROLLINS RD	0.08	50%	\$ 1,032,000	\$ 516,000
	59	Major Collector	CR 374 (4)	525' N OF ROLLINS RD to ROLLINS RD	0.10	100%	\$ 1,260,000	\$ 1,260,000
	60	Major Collector	CR 374 (5)	ROLLINS RD to HACKBERRY DR	0.38	100%	\$ 4,899,000	\$ 4,899,000
	61	Major Arterial	N FERGUSON PKWY (1)	CR 371 to ROLLINS RD	1.11	100%	\$ 22,328,000	\$ 22,328,000
	62	Major Arterial (2/3)	N FERGUSON PKWY (2)	ROLLINS RD to HACKBERRY DR	0.52	100%	\$ 4,482,000	\$ 4,482,000
	63	Major Arterial (1/3)	N FERGUSON PKWY (3)	HACKBERRY DR to W WHITE ST	0.50	100%	\$ 2,087,000	\$ 2,087,000
	64	Major Arterial (1/3)	S FERGUSON PKWY (1)	W WHITE ST to 2,440' S OF W WHITE ST	0.46	100%	\$ 1,922,000	\$ 1,922,000
	65	Major Arterial (2/3)	S FERGUSON PKWY (2)	2,440' S OF W WHITE ST to 190' N OF TAYLOR BLVD	0.26	100%	\$ 2,209,000	\$ 2,209,000
	66	Major Arterial	S FERGUSON PKWY (3)	W FINLEY BLVD to 1,245' S OF W FINLEY BLVD	0.24	50%	\$ 4,650,000	\$ 2,325,000
	67	Major Arterial	S FERGUSON PKWY (4)	1,245' S OF FINLEY BLVD to 425' N OF W FOSTER CROSSING RD	0.19	100%	\$ 3,828,000	\$ 3,828,000
	68	Major Arterial	S FERGUSON PKWY (5)	425' N OF W FOSTER CROSSING RD to W FOSTER CROSSING RD	0.08	50%	\$ 1,587,000	\$ 793,500
	69	Major Collector	W CROSSING BLVD (1)	2,660' N OF CR 371 to 1,570' N OF W ROSAMOND PKWY	0.89	100%	\$ 11,485,000	\$ 11,485,000
	70	Major Collector (4D) (1/2)	W CROSSING BLVD (2)	1,570' N OF W ROSAMOND PKWY to 1,530' N OF W ROSAMOND PKWY	0.08	100%	\$ 419,000	\$ 419,000
Service Area Project Cost Subtotal							\$ 302,135,000	\$ 302,135,000
Roadway Impact Fee Study Cost							\$ 28,167	\$ 28,167
Total Cost in Service Area 1							\$302,163,167	\$302,163,167

**Table 7. 10-Year Roadway Impact Fee Capital Improvements Plan with
Conceptual Level Cost Projections – Service Area 2**

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA 2	1	Minor Arterial	CR 1106 (1)	N POWELL PKWY to 1,080' E OF N POWELL PKWY	0.20	50%	\$ 3,812,000	\$ 1,906,000
	2	Minor Arterial (1/2)	CR 1106 (2)	1,080' E OF N POWELL PKWY to 3,505' E OF N POWELL PKWY	0.46	50%	\$ 3,059,000	\$ 1,529,500
	3	Major Arterial (2/3)	CR 376 (1)	N POWELL PKWY to 1,675' E OF N POWELL PKWY	0.32	100%	\$ 3,474,000	\$ 3,474,000
	4	Major Arterial	CR 376 (2)	1,675' E OF N POWELL PKWY to CR 427	0.29	100%	\$ 5,658,000	\$ 5,658,000
	5	Major Arterial	CR 376 (3)	CR 427 to 575' E OF CR 427	0.11	100%	\$ 2,119,000	\$ 2,119,000
	6	Major Arterial	E ROSAMOND PKWY (1)	N POWELL PKWY to 295' E OF N POWELL PKWY	0.06	100%	\$ 1,906,000	\$ 1,906,000
	7	Major Arterial	E ROSAMOND PKWY (2)	820' E OF N POWELL PKWY to 2,735' E OF N POWELL PKWY	0.36	100%	\$ 7,151,000	\$ 7,151,000
	8	Major Arterial	HOUSTON ST (1)	CR 425 to 5,850' E OF CR 425	1.11	100%	\$ 4,195,000	\$ 4,195,000
	9	Major Arterial	HOUSTON ST (2)	1,970' W OF CR 477 to 2,475' E OF CR 477	0.84	100%	\$ 3,317,000	\$ 3,317,000
	10	Minor Arterial	HACKBERRY LN (2)	N POWELL PKWY to N RIGGINS ST	0.12	100%	\$ 1,773,000	\$ 1,773,000
	11	Minor Arterial	HACKBERRY LN (3)	N RIGGINS ST to N SHERLEY AVE	0.05	100%	\$ 1,545,000	\$ 1,545,000
	12	Minor Arterial	HACKBERRY LN (4)	N SHERLEY AVE to 140' E OF N SHERLEY AVE	0.03	100%	\$ 71,000	\$ 71,000
	13	Minor Arterial	HACKBERRY LN (5)	140' E OF N SHERLEY AVE to 2,215' E OF N SHERLEY AVE	0.39	100%	\$ 5,826,000	\$ 5,826,000
	14	Downtown Type B	W 2ND ST (2)	N POWELL PKWY to N RIGGINS ST	0.12	100%	\$ 1,058,000	\$ 1,058,000
	15	Downtown Type B	W 3RD ST (2)	N POWELL PKWY to N RIGGINS ST	0.12	100%	\$ 1,067,000	\$ 1,067,000
	16	Downtown Type B	W 5TH ST (3)	S POWELL PKWY to S RIGGINS ST	0.12	100%	\$ 1,092,000	\$ 1,092,000
	17	Downtown Type B	W 7TH ST	S POWELL PKWY to S RIGGINS ST	0.14	100%	\$ 1,227,000	\$ 1,227,000
	18	Downtown Type B	W 8TH ST	S INTERURBAN ST to S RIGGINS ST	0.07	100%	\$ 653,000	\$ 653,000
	19	Major Arterial	W WHITE ST (4)	S POWELL PKWY to S INTERURBAN ST	0.07	100%	\$ 241,000	\$ 241,000
	20	Major Arterial	E WHITE ST (1)	S INTERURBAN ST to 1,640' E OF HOUSTON TO E WHITE CONNECTOR	1.52	100%	\$ 5,907,000	\$ 5,907,000
	21	Minor Arterial	CR 419 (1)	595' S OF E WHITE ST to 745' N OF E FINLEY BLVD	0.46	100%	\$ 1,239,000	\$ 1,239,000
	22	Major Collector	E FINLEY BLVD (1)	930' E OF CR 419 to E WHITE ST	1.05	100%	\$ 2,739,000	\$ 2,739,000
	23	Major Arterial	E WHITE ST (2)	E FINLEY BLVD to SAM RAYBURN MEMORIAL HWY	1.09	100%	\$ 4,189,000	\$ 4,189,000
	24	Major Collector (4D) (1/2)	E FINLEY BLVD (2)	345' E OF S POWELL PKWY to SHARP ST	0.16	100%	\$ 813,000	\$ 813,000
	25	Major Collector	E FINLEY BLVD (3)	LEONARD AVE to 3,410' E OF LEONARD AVE	0.65	100%	\$ 8,289,000	\$ 8,289,000
	26	Major Collector	E FOSTER CROSSING RD (1)	S POWELL PKWY to 260' E OF S POWELL PKWY	0.05	50%	\$ 1,443,000	\$ 721,500
	27	Major Collector	E FOSTER CROSSING RD (2)	260' E OF S POWELL PKWY to LEONARD AVE	0.76	100%	\$ 10,484,000	\$ 10,484,000
	28	Major Collector	E FOSTER CROSSING RD (3)	LEONARD AVE to 2,135' E OF LEONARD AVE	0.40	100%	\$ 5,190,000	\$ 5,190,000
	29	Major Collector	E FOSTER CROSSING RD (4)	375' W OF OUTER LOOP to CR 419	0.69	100%	\$ 8,897,000	\$ 8,897,000
	30	Major Arterial	CR 417	CR 418 to CR 419	0.65	50%	\$ 13,139,000	\$ 6,569,500
	31	Minor Collector	E FOSTER CROSSING TO OUTER LOOP CONNECTION	E FOSTER CROSSING RD to OUTER LOOP	0.36	100%	\$ 3,815,000	\$ 3,815,000
	32	Minor Collector	S VAIL ST	E FOSTER CROSSING RD to OUTER LOOP	0.34	100%	\$ 3,603,000	\$ 3,603,000
	33	Minor Collector	CR 427	880' N OF CR 376 to CR 376	0.17	100%	\$ 1,758,000	\$ 1,758,000
	34	Major Arterial	CR 425	1,540' N OF E ROSAMOND PKWY to E ROSAMOND PKWY	0.29	100%	\$ 6,085,000	\$ 6,085,000
	35	Major Arterial	HOUSTON ST (3)	E ROSAMOND PKWY to LEONARD AVE	0.27	100%	\$ 957,000	\$ 957,000
	36	Major Arterial	LEONARD AVE (1)	HOUSTON ST to 485' S OF HOUSTON ST	0.09	100%	\$ 1,812,000	\$ 1,812,000
	37	Major Arterial	LEONARD AVE (2)	1,565' N OF E WHITE ST to 930' N OF E WHITE ST	0.12	50%	\$ 2,372,000	\$ 1,186,000
	38	Major Arterial	LEONARD AVE (3)	E WHITE ST to E FINLEY BLVD	0.71	100%	\$ 13,947,000	\$ 13,947,000
	39	Major Arterial (1/3)	LEONARD AVE (4)	E FINLEY BLVD to 3,415' S OF E FINLEY BLVD	0.65	100%	\$ 2,690,000	\$ 2,690,000
	40	Major Arterial (2/3)	LEONARD AVE (5)	3,415' S OF E FINLEY BLVD to 1,135' N OF E FOSTER CROSSING RD	0.13	100%	\$ 1,096,000	\$ 1,096,000
	41	Major Arterial	LEONARD AVE (6)	1,135' N OF E FOSTER CROSSING RD to E FOSTER CROSSING RD	0.21	50%	\$ 4,182,000	\$ 2,091,000
	42	Major Arterial	LEONARD AVE (7)	E FOSTER CROSSING RD to OUTER LOOP	0.38	100%	\$ 7,431,000	\$ 7,431,000
	43	Minor Arterial	CR 419 (2)	3,965' S OF E FINLEY BLVD to 5,485' S OF E FINLEY BLVD	0.29	100%	\$ 4,268,000	\$ 4,268,000
	44	Minor Arterial	CR 419 (3)	1,030' N OF E FOSTER CROSSING RD to CR 417	0.48	50%	\$ 7,841,000	\$ 3,920,500
Service Area Project Cost Subtotal							\$ 155,506,000	
Roadway Impact Fee Study Cost							\$ 28,167	
Total Cost in Service Area 2							\$ 155,534,167	

4.6 Service Unit Calculation

The basic service unit for the computation of Anna's Roadway Impact Fee is the vehicle-mile of travel during the PM peak-hour. To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service areas for the 10-year period.

The growth in vehicle-miles from 2022 to 2032 is based upon projected changes in residential and non-residential growth for the period. These growth projections are discussed in Chapter 1: Land Use Assumptions for the 2022 Impact Fee Study.

The residential and non-residential statistics in the Land Use Assumptions provide the "independent variables" that are used to calculate the existing (2022) and projected (2032) transportation service units (vehicle-miles) used to establish the roadway impact fee maximum rates within each service area. The roadway demand service units (vehicle-miles) for the service area are the sum of the vehicle-miles "generated" by each category of land use in the service area.

For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the number of dwelling units in each service area is multiplied by a transportation demand factor to compute the vehicle-miles of travel that occur during the PM peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The transportation demand factor is discussed in more detail later in this section.

For non-residential land uses, the process is similar. The Land Use Assumptions provide the projected number of building square footages for three (3) categories of non-residential land uses – basic, service, and retail. These

categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. This characteristic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development, or development modification, that would require the assessment of an impact fee.

The existing and projected Land Use Assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a transportation demand factor is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for the service area.

The transportation demand factors are aggregate rates derived from two sources – the ITE Trip Generation Manual, 11th Edition and trip length information from the National Household Travel Survey (NHTS).

ITE's Trip Generation Manual, 11th Edition provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips.

The next component of the transportation demand factor accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics survey conducted by NHTS, requirements in Chapter 395, and other generally accepted planning principles.

The computation of the *transportation demand factor* is based on the following equation:

$$TDF = T * (1 - P_b) * L_{\max}$$

where... $L_{\max} = \min (L * OD \text{ or } SA_L)$

Variables:

- TDF = Transportation Demand Factor
- T = Trip Rate (peak hour trips / unit)
- P_b = Pass-By Discount (% of trips)
- L = Average Trip Length (miles)
- $L_{\max}$ = Maximum Trip Length (miles)
- OD = Origin-Destination Reduction (50%)
- SA_L = Maximum Service Area Trip Length

The maximum trip length was limited to three (3) miles, or the assumed radius of the service area. Chapter 395 of the Texas Local Government Code allows for a service area of six (6) miles in diameter.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Roadway Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Anna to both residential and non-residential land uses. To avoid counting these trips as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is

assessed to each land use, and the total trip is only counted once. This methodology is consistent with that used in the NHTS.

Table 8 shows the derivation of the Transportation Demand Factor for the two (2) residential land uses and the three (3) non-residential land use categories. The values utilized for all variables shown in the transportation demand factor equation are also shown in the table.

Table 8. Transportation Demand Factor Calculations

Variable	Residential		Basic	Service	Retail
	Single-Family	Multifamily			
T	0.94	0.51	0.65	1.44	3.40
P _b	0%	0%	0%	0%	29%
L _{Max} *	3.0	3.0	3.0	3.0	2.8
TDF	2.82	1.53	1.95	4.32	6.76

The application of the demographic projections and the transportation demand factors are presented in the 10-Year Growth Projections in **Table 9**. This table shows the total growth in total vehicle-miles by service area between the years 2022 and 2032. These estimates and projections lead to the Vehicle-Miles of Travel for the 10-year period.

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Table 9. 10-Year Growth Projections

2022 - 2032 Growth Projections¹

SERVICE AREA		RESIDENTIAL VEHICLE-MILES				NON-RESIDENTIAL SQUARE FEET ⁵				TRANS. DEMAND FACTOR ⁶			NON-RESIDENTIAL VEHICLE-MILES ¹⁰				TOTAL VEHICLE MILES ¹¹
		Single Family Units	Trip Rate TDF ²	Multi-Family Units	Trip Rate TDF ³	VEHICLE MILES ⁴	BASIC	SERVICE	RETAIL	BASIC ⁷	SERVICE ⁸	RETAIL ⁹	BASIC	SERVICE	RETAIL	TOTAL	
1	2,761	0.94	2,050	0.51	10,923	820,834	961,430	4,171,930	0.65	1.44	3.40	1,601	4,153	28,199	33,953	44,876	
2	2,091	2.82	0	1.53	5,896	689,774	39,215	891,148	1.95	4.32	6.76	1,345	169	6,023	7,537	13,433	
Totals		4,852	2,050	16,819	16,819	1,511,000	1,001,000	5,063,000				2,946	4,322	34,222	41,490	58,309	

VEHICLE-MILES OF INCREASE (2022 - 2032)

SERVICE AREA	VEH-MILES
1	44,876
2	13,433

Notes:

- ¹ From Chapter 1: Land Use Assumptions for 2022 Impact Fee Study
- ² Transportation Demand Factor for each Service Area (from LUVNET) using Single-Family Detached Housing land use and trip generation rate
- ³ Transportation Demand Factor for each Service Area (from LUVNET) using Multifamily Housing (Low-Rise) land use and trip generation rate
- ⁴ Calculated by multiplying TDF by the number of dwelling units
- ⁵ From Chapter 1: Land Use Assumptions for 2022 Impact Fee Study
- ⁶ Trip generation rate and Transportation Demand Factors from LUVNET for each land use
- ⁷ 'Basic' corresponds to General Light Industrial land use and trip generation rate
- ⁸ 'Service' corresponds to General Office Building land use and trip generation rate
- ⁹ 'Retail' corresponds to Shopping Center (>150k SF) land use and trip generation rate
- ¹⁰ Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use
- ¹¹ Residential plus non-residential vehicle-mile totals for each Service Area

5 Roadway Impact Fee Calculation

5.1 Maximum Assessable Impact Fee Per Service Unit

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Roadway Impact Fee Capital Improvements Plan costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this chapter. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed.

Table 10 illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation.

Table 10. Maximum Assessable Roadway Impact Fee Computation

Line	Title	Description
1	<i>Total Vehicle-Miles of Capacity Added by Capital Improvements Plan</i>	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from Appendix B – Capital Improvements Plan Units of Supply)
Each project identified in the Capital Improvements Plan will add a certain amount of capacity to the City's roadway network based on its length and classification. This line displays the total amount added within each service area.		
2	<i>Total Vehicle-Miles of Existing Demand</i>	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added (from Appendix B – Capital Improvements Plan Units of Supply)
A number of facilities identified in the Capital Improvements Plan have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.		
3	<i>Total Vehicle-Miles of Existing Deficiencies</i>	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix C – Existing Roadway Facilities Inventory)
In order to ensure that existing deficiencies on the City's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient, even those not identified on the Capital Improvements Plan, will have these additional vehicle-miles removed from the calculation.		
4	<i>Net Amount of Vehicle-Miles of Capacity Added</i>	A measurement of the amount of vehicle-miles added by the Capital Improvements Plan that will not be utilized by existing demand. (Line 1 – Line 2 – Line 3)
This calculation identifies the portion of the Capital Improvements Plan (in vehicle-miles) that may be recoverable through the collection of impact fees.		
5	<i>Total Cost of Capital Improvements Plan Within Service Area</i>	The total cost of the Capital Improvements Plan projects within each service area (from Table 6 and Table 7: 10-Year Roadway Impact Fee Capital Improvement Plan with Conceptual Level Cost Projections)

This line simply identifies the total cost of all of the roadway projects identified in each service area.

6	<i>Cost of Net Capacity Supplied</i>	The Total Cost of Capital Improvements Plan Within Service Area (Line 5) prorated by the ratio of Net Amount of Vehicle-Miles of Capacity Added (Line 4) to Total Vehicle-Miles of Capacity Added by Capital Improvements Plan (Line 1). [(Line 4 / Line 1) * (Line 5)]
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Using the ratio of vehicle-miles added by the Capital Improvements Plan available to serve future growth to the total vehicle-miles added, the total cost of the Capital Improvements Plan is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	<i>Cost to Meet Existing Needs and Usage</i>	The difference between the Total Cost of Capital Improvements Plan Within Service Area (Line 5) and the Cost of Net Capacity Supplied (Line 6). (Line 5 – Line 6)
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This line is provided for information purposes only – it is to present the portion of the total cost of the Capital Improvements Plan that is required to meet existing demand.

8	<i>Total Vehicle-Miles of New Demand Over 10 Years</i>	Based upon the growth projection provided in Chapter 1: Land Use Assumptions for the 2022 Impact Fee Study, an estimate of the number of new vehicle-miles within the service area over the next ten years (from Table 9: 10-Year Growth Projections)
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next 10-years.

9	<i>Percent of Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand Over 10 Years (Line 8) by the Net Amount of Vehicle-Miles of Capacity Added (Line 4), limited to 100%. This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth. (Line 8 / Line 4) < (100%)
10	<i>Chapter 395 Check</i>	

In order to ensure that the vehicle-miles added by the Capital Improvements Plan do not exceed the amount needed to accommodate growth beyond the 10-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Capital Improvements Plan exceeds the growth projected to occur in the next ten years, the Capital Improvements Plan cost is reduced accordingly.

11	<i>Cost of Capacity Added Attributable to New Growth</i>	The result of multiplying the Cost of Net Capacity Supplied (Line 6) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (Line 10). (Line 6 * Line 10)
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This value is the total Capital Improvements Plan project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

12	<i>Pre-Credit Maximum Fee Per Service Unit (without financing)</i>	Found by dividing the Cost of Capacity Added Attributable to New Growth by the Total Vehicle-Miles of New Demand Over 10 Years. (Line 11 / Line 8)
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This value is the total pre-credit maximum fee per service unit (without financing costs) that may be recovered through impact fees. This line is determined considering limitations to impact fee required by Texas Legislature.

5.2 Plan for the Roadway Impact Fee Credit

Chapter 395 of the Texas Local Government Code requires the Roadway Impact Fee Capital Improvement Plan to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

“(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan...”

The City of Anna has determined the maximum assessable impact fee per service unit shall be 50% of the total projected cost of implementing the Capital Improvements Plan. Therefore, the Credit Calculation (Line 13) is assumed to be half of the Cost of Capacity Added Attributable to Growth (Line 11). The sum of these values represents the Recoverable Cost of Capital Improvements Plan (Line 14). The Maximum Assessable Fee Per Service Unit (Line 15) is then found by dividing the Recoverable Cost of Capital Improvements Plan (Line 14) by the Total Vehicle-Miles of Demand Over 10 Years (Line 8).

Table 11 summarizes the additional computations carried out to provide the maximum assessable impact fee.

Table 11. Maximum Assessable Roadway Impact Fee Computation (Continued)

Line	Title	Description
13	<i>Credit Calculation</i>	Assumed to be 50% of the Cost of Capacity Added Attributable to New Growth (Line 11) as allowed by Chapter 395. (Line 11 * 50%)
14	<i>Recoverable Cost of Capital Improvements Plan</i>	The sum of the Cost of Capacity Added Attributable to New Growth (Line 11) and the Credit Calculation (Line 13). (Line 11 + Line 13)
15	<i>Maximum Assessable Fee Per Service Unit</i>	Found by dividing the Recoverable Cost of Capital Improvements Plan (Line 14) by the Total Vehicle-Miles of New Demand Over 10 Years (Line 8). (Line 14 / Line 8)

Table 12 summarizes the calculations walked through in **Table 10** and **Table 11** and provides the maximum assessable impact fee for each service area.

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Table 12. Maximum Assessable Roadway Impact Fee

SERVICE AREA:		SA 1	SA 2
1	TOTAL VEH-MI OF CAPACITY ADDED BY CIP (FROM CIP UNITS OF SUPPLY, APPENDIX B)	81,917	54,702
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP UNITS OF SUPPLY, APPENDIX B)	1,636	1,934
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING ROADWAY FACILITIES INVENTORY, APPENDIX C)	229	229
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	80,052	52,539
5	TOTAL COST OF CIP WITHIN SERVICE AREA (FROM TABLE 6 AND TABLE 7)	\$ 302,163,167	\$ 155,534,167
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	\$ 295,283,834	\$ 149,384,110
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$ 6,879,333	\$ 6,150,057
8	TOTAL VEH-MI OF NEW DEMAND OVER 10 YEARS (FROM TABLE 9 AND LAND USE ASSUMPTIONS)	44,876	13,433
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	56.1%	25.6%
10	CHAPTER 395 CHECK (IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE)	56.1%	25.6%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO NEW GROWTH (LINE 6 * LINE 10)	\$ 165,654,231	\$ 38,242,332
12	PRE-CREDIT MAX FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 11 / LINE 8)	\$ 3,691	\$ 2,846
13	CREDIT CALCULATION (50% OF LINE 11)	\$ (82,827,115)	\$ (19,121,166)
14	RECOVERABLE COST OF CIP (LINE 11 + LINE 13)	\$ 82,827,115	\$ 19,121,166
15	MAX ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 14 / LINE 8)	\$ 1,845	\$ 1,423

*Note: Financing Cost Not Included

5.3 *Service Unit Demand Per Unit of Development*

The Roadway Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City will utilize the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 13**. This table lists the predominant land uses that may occur within the City of Anna. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of local uses are found in this table. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, and industrial.

The trip rates presented for each land use are a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the PM peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The source of the trip generation and pass-by statistics is the ITE Trip Generation Manual, 11th Edition, the latest edition. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning. However, for land uses not contained within the 11th Edition of the ITE Trip Generation Manual, an alternative service unit demand could be calculated by completing a trip generation study based on the procedure identified in the ITE Trip Generation Handbook.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The trip length values are based on land use, as explained in Section 4.6 - Service Unit Calculation.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the Transportation Demand Factor, is used in the impact fee to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.

Table 13. Land Use/Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Average Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	14.65	50%	7.33	3.00	1.95
Industrial Park	130	1,000 SF GFA	0.34			0.34	14.65	50%	7.33	3.00	1.02
Warehousing	150	1,000 SF GFA	0.18			0.18	14.65	50%	7.33	3.00	0.54
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	14.65	50%	7.33	3.00	0.45
High-Cube Fulfillment Center Warehouse (Sort)	155	1,000 SF GFA	1.20			1.20	14.65	50%	7.33	3.00	3.60
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Units	0.94			0.94	15.50	50%	7.75	3.00	2.82
Single-Family Attached Housing	215	Dwelling Units	0.57			0.57	15.50	50%	7.75	3.00	1.71
Multifamily Housing (Low-Rise)	220	Dwelling Units	0.51			0.51	15.50	50%	7.75	3.00	1.53
Multifamily Housing (Mid-Rise)	221	Dwelling Units	0.39			0.39	15.50	50%	7.75	3.00	1.17
Multifamily Housing (High-Rise)	222	Dwelling Units	0.32			0.32	15.50	50%	7.75	3.00	0.96
Mobile Home Park	240	Dwelling Units	0.58			0.58	15.50	50%	7.75	3.00	1.74
Senior Adult Housing - Single-Family	251	Dwelling Units	0.30			0.30	15.50	50%	7.75	3.00	0.90
Senior Adult Housing - Multifamily	252	Dwelling Units	0.25			0.25	15.50	50%	7.75	3.00	0.75
Assisted Living	254	Beds	0.24			0.24	15.50	50%	7.75	3.00	0.72
LODGING											
Hotel	310	Rooms	0.59			0.59	6.43	50%	3.22	3.00	1.77
Motel	320	Rooms	0.36			0.36	6.43	50%	3.22	3.00	1.08
RECREATIONAL											
Golf Course	430	Holes	2.91			2.91	7.86	50%	3.93	3.00	8.73
Miniature Golf Course	431	Holes	0.33			0.33	7.86	50%	3.93	3.00	0.99
Golf Driving Range	432	Tees/Driving Positions	1.25			1.25	7.86	50%	3.93	3.00	3.75
Batting Cages	433	Cages	2.22			2.22	7.86	50%	3.93	3.00	6.66
Multipurpose Recreational Facility	435	1,000 SF GFA	3.58			3.58	7.86	50%	3.93	3.00	10.74
Trampoline Park	436	1,000 SF GFA	1.50			1.50	7.86	50%	3.93	3.00	4.50
Movie Theater	445	Movie Screens	13.96			13.96	7.86	50%	3.93	3.00	41.88
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.00	3.99
Racquet/Tennis Club	491	Tennis Courts	3.82			3.82	7.86	50%	3.93	3.00	11.46
Health/Fitness Club	492	1,000 SF GFA	3.45			3.45	7.86	50%	3.93	3.00	10.35
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.00	7.50
INSTITUTIONAL											
Private School (K-8)	530	Students	0.26			0.26	3.49	50%	1.75	1.75	0.46
Private High School	534	Students	0.19			0.19	3.49	50%	1.75	1.75	0.33
Charter Elementary School	536	Students	0.16			0.16	3.49	50%	1.75	1.75	0.28
Junior/Community College	540	Students	0.11			0.11	10.44	50%	5.22	3.00	0.33
University/College	550	Students	0.15			0.15	10.44	50%	5.22	3.00	0.45
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	3.00	1.47
Day Care Center	565	1,000 SF GFA	11.12	44%	C	6.23	3.49	50%	1.75	1.75	10.90
MEDICAL											
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.93	3.00	2.58
Nursing Home	620	Beds	0.14			0.14	9.85	50%	4.93	3.00	0.42
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.93	3.00	11.07
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.93	3.00	7.41
OFFICE											
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.33	3.00	4.32
Small Office Building	712	1,000 SF GFA	2.16			2.16	14.65	50%	7.33	3.00	6.48
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	3.00	3.90
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.33	3.00	5.28
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.93	3.00	11.79
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	3.00	3.90

Key to Sources of Pass-by Rates:

- A: ITE Trip Generation Handbook 3rd Edition (September 2017)
B: Estimated by Kimley-Horn based on ITE rates for similar categories
C: 2021 Pass-By Tables for ITETripGen Appendices

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Average Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
COMMERCIAL											
Automobile Related											
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	B	1.94	4.45	50%	2.23	2.23	4.32
Automobile Sales (Used)	841	1,000 SF GFA	3.75	20%	B	3.00	4.45	50%	2.23	2.23	6.69
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.23	2.23	6.23
Tire Store	848	1,000 SF GFA	3.75	25%	C	2.81	4.45	50%	2.23	2.23	6.27
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.49
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.16
Gasoline/Service Station	944	Vehicle Fueling Positions	13.91	57%	C	5.98	1.20	50%	0.60	0.60	3.59
Convenience Store/Gas Station	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.57
Self-Service Car Wash	947	Wash Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Car Wash and Detail Center	949	Wash Stalls	13.60	40%	B	8.16	1.20	50%	0.60	0.60	4.90
Dining											
Food Cart Pod	926	Food Carts	6.16	50%	B	3.08	5.64	50%	2.82	2.82	8.69
Fast Casual Restaurant	930	1,000 SF GFA	12.55	43%	A	7.15	6.07	50%	3.04	3.04	21.75
Fine Dining Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	6.07	50%	3.04	3.04	13.28
High-Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	6.07	50%	3.04	3.04	15.68
Fast-Food Restaurant without Drive-Through Window	933	1,000 SF GFA	33.21	50%	B	16.61	5.64	50%	2.82	2.82	46.83
Fast-Food Restaurant	934	1,000 SF GFA	33.03	50%	A	16.52	5.64	50%	2.82	2.82	46.57
Coffee/Donut Shop with Drive-Through Window	937	1,000 SF GFA	38.99	70%	A	11.70	4.53	50%	2.27	2.27	26.55
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.86	20%	C	3.89	5.60	50%	2.80	2.80	10.89
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.60
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	C	2.41	5.60	50%	2.80	2.80	6.76
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	40%	C	3.11	5.60	50%	2.80	2.80	8.72
Strip Retail Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	B	3.95	5.60	50%	2.80	2.80	11.07
Supermarket	850	1,000 SF GFA	8.95	24%	C	6.80	5.60	50%	2.80	2.80	19.05
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	A	1.33	5.60	50%	2.80	2.80	3.72
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.82
Pharmacy/Drugstore without Drive-Through Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore with Drive-Through Window	881	1,000 SF GFA	10.25	49%	A	5.23	5.60	50%	2.80	2.80	14.64
Medical Equipment Store	897	1,000 SF GFA	1.24	20%	B	0.99	5.60	50%	2.80	2.80	2.78
Wine Tasting Room	970	1,000 SF GFA	7.31			7.31	5.60	50%	2.80	2.80	20.47
SERVICES											
Walk-in Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.23
Drive-in Bank	912	Drive-in Lanes	27.07	35%	A	17.60	4.45	50%	2.23	2.23	39.24
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	4.45	50%	2.23	2.23	2.26

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: 2021 Pass-By Tables for ITETripGen Appendices

6 Sample Calculations

The following section details two (2) examples of maximum assessable Roadway Impact Fee calculations.

Example 1:

Development Type - One (1) Unit of Single-Family Detached Housing in Service Area 1

Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	From Table 13 [Land Use – Vehicle-Mile Equivalency Table] Development Type: 1 Dwelling Unit of Single-Family Detached Housing Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 2.82
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)
	From Table 12, Line 15 [Maximum Assessable Fee Per Service Unit] Service Area 1: \$1,845
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 2.82 * \$1,845 Maximum Assessable Impact Fee = \$5,203

Example 2:

Development Type - 150,000 Square Foot Home Improvement Store in Service Area 2

Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	From Table 13 [Land Use – Vehicle-Mile Equivalency Table] Development Type: 150,000 square feet of Home Improvement Superstore Development Units: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 3.72
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)
	From Table 12, Line 15 [Maximum Assessable Fee Per Service Unit] Service Area 2: \$1,423
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 150 * 3.72 * \$1,423 Maximum Assessable Impact Fee = \$794,034

7 *Adoption and Administration of Roadway Impact Fees*

7.1 *Adoption Process*

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of Roadway Impact Fees. A Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and Roadway Impact Fee Capital Improvements Plan used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. The CIAC also reviews the calculation and resulting maximum fees and provides its findings to the City Council. The composition of the CIAC is required to adequately represent the building and development communities. The City Council then conducts a public hearing on the Roadway Impact Fee Assumptions (Land Use and Capital Improvements Plan) and Roadway Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Roadway Impact Fee Capital Improvements Plan at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

7.2 *Collection and Use of Roadway Impact Fees*

Roadway Impact Fees are assessed when a final plat is recorded. The assessment defines the impact of each unit at the time of platting, according to land use, and may not exceed the maximum impact fee allowed by law. Roadway Impact Fees are collected when a building permit is issued. Therefore, funds are not collected until development-impacts are introduced to the transportation system. Funds collected within a service area can only be used within the same service area. Finally, fees must be utilized within 10 years of collection, or must be refunded with interest.

8 *Conclusions*

The City of Anna has established a process to implement the assessment and collection of Roadway Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable Roadway Impact Fee that could be assessed by the City of Anna, as shown in the previously referenced **Table 12**. This document serves as a guide to the assessment of Roadway Impact Fees pertaining to future development, and the City's need for transportation improvements to accommodate that growth. Following the public hearing process, the City Council may establish an impact fee amount to be collected, up to the calculated maximum and establish the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this analysis are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Roadway Impact Fee Capital Improvements Plan are appropriately incorporated into the development of the maximum assessable Roadway Impact Fee.

Table 14 below presents the 2022 Roadway Impact Fee Study's Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile) for the service areas:

Table 14. Maximum Assessable Roadway Impact Fee Per Service Unit (Vehicle-Mile)

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)
1	\$ 1,845
2	\$ 1,423

Chapter 3
Water Impact Fee Study for the
2022 Impact Fee Study



July 2022 Prepared for the City of Anna

Prepared by:

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Kimley-Horn Project Number: 064512909
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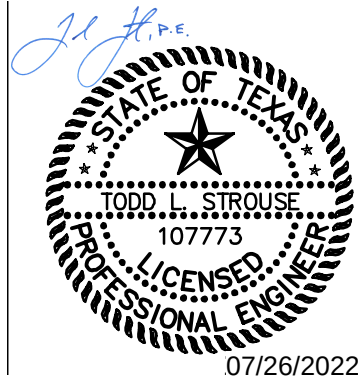


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1 Introduction

The City of Anna retained the services of Kimley-Horn and Associates, Inc., for the purpose of developing impact fees for water system improvements required to serve new development. These fees were developed in accordance with chapter 395 of the Local Government code (impact fees).

The purpose of this report is to satisfy the requirements of the law and provide the City with an impact fee capital improvement plan and associated fees.

For convenience and reference, the following is excerpted from Chapter 395 of the code:

(α) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

- (1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
- (2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
- (3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
- (4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to residential, commercial, and industrial;*
- (5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- (6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and*
- (7) plan for awarding:*
 - (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or*

(B) in the alternative, a credit equal to 50 percent of the total project cost of implementing the capital improvements plan.

This study was comprised of three tasks. These include land use assumptions, evaluation of the current water capital improvement plan and development of the impact fee capital improvement plan as well as impact fee analysis.

1.1 Land Use Assumptions

The development of land use assumptions included the following:

- Establishing impact fee service areas (SA) for water and wastewater
- Collection/determination of population and employment data by SA; and
- Projection of the 10-year population and employment by SA

This information was determined based on information provided from the City of Anna in regard to planned developments as well as the future land use plan utilized in the 2050 Comprehensive Plan. The geographic boundary of the proposed impact fee water service area is shown in **Exhibit 3.1**. Additional information regarding land use assumptions can be found in Chapter 1 of this report.

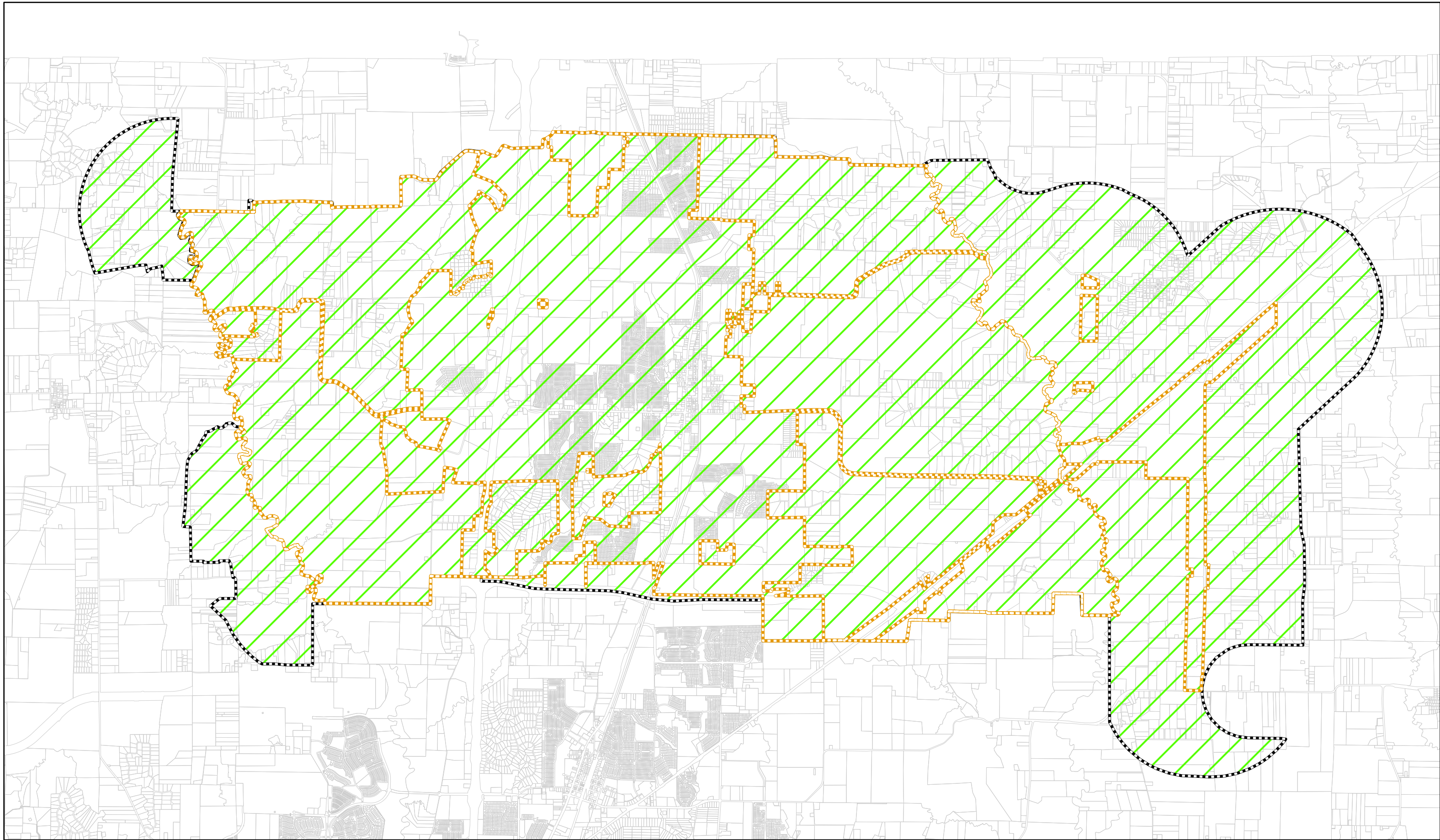
1.2 Evaluation of the Current Water Capital Improvement Plans and Development of the Impact Fee Capital Improvement Plan

This task involved reviewing the City's current capital improvement plan and identify the proposed water capital improvements that will be built in the next 10 years. Input from the City helped to develop the impact fee capital improvement plan. Water demand projections were then used to determine the additional single-family equivalents (SFE).

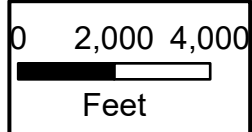
1.3 Impact Fee Analysis and Report

This task included calculating the additional single-family equivalent units and credit reduction. These values were then used to determine the impact fee per SFE and the maximum assessable impact fee by meter size.

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Water & Wastewater Service Area	City Limits
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CITY OF ANNA
WATER & WASTEWATER SERVICE AREA

2 Design Criteria

In accordance with Chapter 290 of the Texas Administrative Code (Public Drinking Water) and the American Water Works Associations (AWWA) requirements for the design and operation of potable water systems, as well as communication between Kimley-Horn and the City of Anna, the following design criteria was followed when planning for future water infrastructure.

2.1 Water Lines

The transmission system's function is to transfer water across the water system and fill the elevated storage tanks. There are three conditions for which the highest fluctuation in operational pressures is experienced:

- Peak Hour Demand – this is the maximum demand the system experiences. It is the condition under which lowest operational pressures are experienced.
- Tank Filling (minimum hour demand) – this is the period during which elevated tanks are replenished. This is the period of lowest demand during peak day. It normally occurs after midnight and is the condition under which highest operational pressures are experienced.
- Fire flow demand – during the maximum day demand, the local transmission lines are tested to ensure fire protection requirements are met. Pressures can fall below normal operational pressures but should not drop below 20 psi at any point in the system.

The transmission system should be sized to maintain a minimum pressure of 40 psi during normal operation conditions and a minimum of 20 psi during extreme operating conditions. The transmission system should also be sized to limit maximum velocity in the pipe to seven feet per second. The maximum pressure in extreme conditions should be limited to 120 psi because high operating pressure will result in increased system maintenance and increased operational cost.

2.2 Storage Tanks

The Texas Commission on Environmental Quality (TCEQ) and the State board of Insurance (SBI) have established criteria for the ground and elevated storage. These criteria address volume and height requirements only. The layout of the distribution system, location of the storage facilities, and the interaction with the high service and booster pumps affect the amount of storage necessary for the most efficient and reliable operation of the system.

Ground storage serves two purposes:

- Equalization for different feed rates between water supply and pumping to the system.
- Emergency capacity in the event of temporary loss of water supply.

Generally, ground storage facilities are located at water supply points or at each pump station within the water distribution system. Although ground and elevated storage facilities perform separate functions within the system, both are aimed at decreasing the impact of demand fluctuations. Their capacities are established based on knowledge of how demand varies seasonally and daily. Due to inaccuracies in estimating growth and occasional extremes in usage exceeding design values, ground storage must provide sufficient capacity to supply any differences. It is a recommendation from Kimley-Horn that a ground storage capacity requirement of 50% max day demand be maintained in the system.

Elevated storage serves three purposes:

- Functionally, elevated storage equalizes pumping rate to compensate for daily variation in demand and to maintain a constant pumping rate (usually referred to as operational storage), or a pumping rate that conforms to the requirements of the electrical rate structure.
- Provides pressure maintenance and protection against surges created by instantaneous demands, such as fire flow and main breaks, and instantaneous change in supply, such as pumps turning on and off.
- Maintains a reserve capacity for fire protection and pressure maintenance in case of power failure to one or more pump stations. Sufficient storage should be maintained to provide for four hours of fire flow demand during a loss of power to a pump station or water treatment plant.

Elevated storage is evaluated separately for each pressure plane. Because elevated storage is more expensive than ground storage, an economical balance between elevated storage and pumping should be sought. The design requirement, per TCEQ, for elevated storage capacity is 200 gallons per connection to qualify for the lower TCEQ requirement for pumping of 0.6 gpm per connection.

2.3 *Pump Stations*

Pumping capacity must be able to provide the peak hourly demand with the largest pump out of service at each station, also known as the firm pumping capacity. If 200 gallons of storage per connection is met, then 0.6 gpm per connection is required at each pump station. If 200 gallons of storage per connection cannot be provided, 2.0 gpm per connection must be met.

3 *Impact Fee Capital Improvement Plan*

The purpose of a capital improvement program is to provide the City with a logical strategy for upgrading and expanding its water distribution system to accommodate future growth and for addressing existing system deficiencies. The impact fee capital improvements plan is developed using projects identified during the capital improvement program planning process. State law only allows cost recovery associated with eligible projects in a ten-year planning window from the time of the impact fee study.

Twenty-four (24) existing and eighty-four (84) proposed projects identified in the water capital improvements plan are determined eligible for recoverable cost over the next 10 years. The City of Anna's total cost of these projects is \$185,629,111. The projected recoverable cost through impact fees is \$232,036,389. After debt service costs are added and the credit reduction calculation is complete, \$116,018,194 is recoverable through impact fees serving the 10-year system needs. A breakdown of these amounts is shown in **Table 6**. These impact fee capital improvements are shown in **Exhibit 3.2** and **Table 1**.

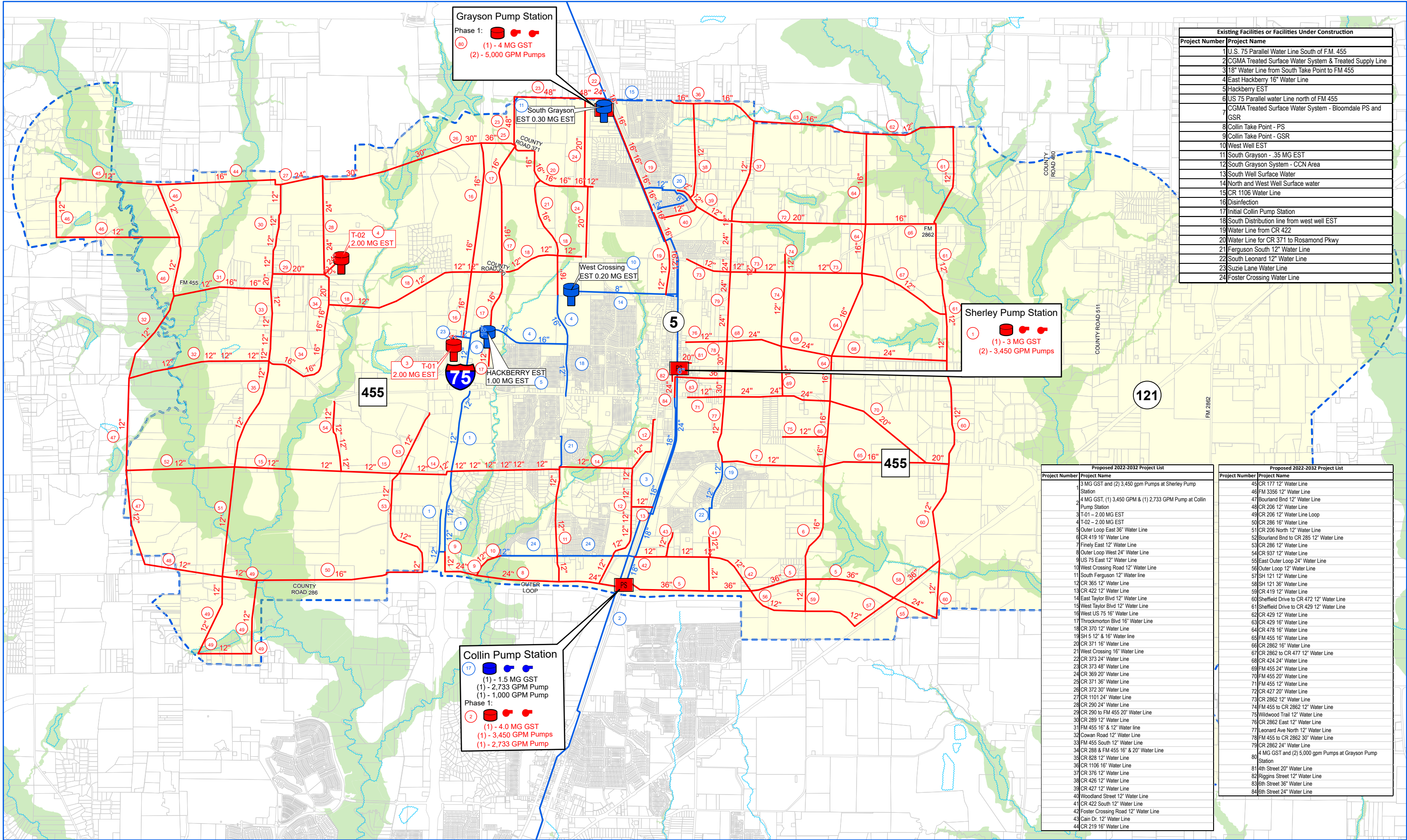


Table 1 – Water Impact Fee Capital Improvements Project Cost and 10-Year Recoverable Cost

Proj. #	Description	2022 Required Capacity (Percent Utilization)	2032 Required Capacity (Percent Utilization)	2022-2032 Required Capacity (Percent Utilization)	2032 Projected Recoverable Cost	Total Project Cost
PROPOSED 2022-2032 Project List						
1	3 MG GST and (2) 3,450 gpm Pumps at Sherley Pump Station	0%	100%	100%	\$ 5,600,000	\$ 5,600,000
2	4 MG GST, (1) 3,450 GPM & (1) 2,733 GPM Pump at Collin Pump Station	0%	100%	100%	\$ 6,970,000	\$ 6,970,000
3	T-01 – 2.00 MG EST	0%	41%	41%	\$ 4,548,649	\$ 11,220,000
4	T-02 – 2.00 MG EST	0%	63%	63%	\$ 6,537,500	\$ 10,460,000
5	Outer Loop East 36" Water Line	0%	26%	26%	\$ 3,675,759	\$ 14,240,000
6	CR 419 16" Water Line	0%	100%	100%	\$ 3,880,000	\$ 3,880,000
7	Finely East 12" Water Line	0%	33%	33%	\$ 1,053,144	\$ 3,170,000
8	Outer Loop West 24" Water Line	0%	72%	72%	\$ 5,810,211	\$ 8,110,000
9	US 75 East 12" Water Line	0%	100%	100%	\$ 690,000	\$ 690,000
10	West Crossing Road 12" Water Line	0%	100%	100%	\$ 1,080,000	\$ 1,080,000
11	South Ferguson 12" Water line	0%	87%	87%	\$ 2,756,007	\$ 3,170,000
12	CR 365 12" Water Line	0%	76%	76%	\$ 4,279,607	\$ 5,650,000
13	CR 422 12" Water Line	0%	32%	32%	\$ 234,808	\$ 740,000
14	East Taylor Blvd 12" Water Line	0%	60%	60%	\$ 3,991,496	\$ 6,670,000
15	West Taylor Blvd 12" Water Line	0%	55%	55%	\$ 2,777,197	\$ 5,070,000
16	West US 75 16" Water Line	0%	34%	34%	\$ 2,175,572	\$ 6,370,000
17	Throckmorton Blvd 16" Water Line	0%	43%	43%	\$ 3,123,835	\$ 7,340,000
18	CR 370 12" Water Line	0%	46%	46%	\$ 3,761,954	\$ 8,130,000
19	SH 5 12" & 16" Water line	0%	31%	31%	\$ 2,048,474	\$ 6,530,000
20	CR 371 16" Water Line	0%	41%	41%	\$ 1,409,638	\$ 3,420,000
21	West Crossing 16" Water Line	0%	34%	34%	\$ 1,387,864	\$ 4,030,000
22	CR 373 24" Water Line	0%	52%	52%	\$ 288,738	\$ 560,000
23	CR 373 48" Water Line	0%	34%	34%	\$ 2,793,376	\$ 8,100,000
24	CR 369 20" Water Line	0%	37%	37%	\$ 2,428,109	\$ 6,530,000
25	CR 371 36" Water Line	0%	42%	42%	\$ 795,994	\$ 1,900,000
26	CR 372 30" Water Line	0%	44%	44%	\$ 3,479,163	\$ 7,990,000
27	CR 1101 24" Water Line	0%	29%	29%	\$ 565,901	\$ 1,960,000
28	CR 290 24" Water Line	0%	46%	46%	\$ 2,481,078	\$ 5,390,000
29	CR 290 to FM 455 20" Water Line	0%	59%	59%	\$ 1,606,799	\$ 2,740,000
30	CR 289 12" Water Line	0%	39%	39%	\$ 1,106,188	\$ 2,820,000

Proj. #	Description	2022 Required Capacity (Percent Utilization)	2032 Required Capacity (Percent Utilization)	2022-2032 Required Capacity (Percent Utilization)	2032 Projected Recoverable Cost	Total Project Cost
31	FM 455 16" & 12" Water line	0%	48%	48%	\$ 1,515,153	\$ 3,140,000
32	Cowan Road 12" Water Line	0%	95%	95%	\$ 6,807,575	\$ 7,180,000
33	FM 455 South 12" Water Line	0%	57%	57%	\$ 1,296,672	\$ 2,270,000
34	CR 288 & FM 455 16" & 20" Water Line	0%	58%	58%	\$ 3,114,368	\$ 5,350,000
35	CR 828 12" Water Line	0%	54%	54%	\$ 1,980,836	\$ 3,690,000
36	CR 1106 16" Water Line	0%	48%	48%	\$ 1,428,306	\$ 2,980,000
37	CR 376 12" Water Line	0%	71%	71%	\$ 2,301,663	\$ 3,230,000
38	CR 426 12" Water Line	0%	67%	67%	\$ 1,994,488	\$ 2,980,000
39	CR 427 12" Water Line	0%	48%	48%	\$ 1,001,763	\$ 2,070,000
40	Woodland Street 12" Water Line	0%	49%	49%	\$ 612,661	\$ 1,260,000
41	CR 422 South 12" Water Line	0%	65%	65%	\$ 1,103,063	\$ 1,710,000
42	Foster Crossing Road 12" Water Line	0%	53%	53%	\$ 2,124,232	\$ 4,020,000
43	Cain Dr. 12" Water Line	0%	71%	71%	\$ 602,408	\$ 850,000
44	CR 219 16" Water Line	0%	37%	37%	\$ 1,548,290	\$ 4,200,000
45	CR 177 12" Water Line	0%	32%	32%	\$ 957,641	\$ 3,020,000
46	FM 3356 12" Water Line	0%	34%	34%	\$ 3,127,514	\$ 9,140,000
47	Bourland Bnd 12" Water Line	0%	48%	48%	\$ 2,762,500	\$ 5,780,000
48	CR 206 12" Water Line	0%	59%	59%	\$ 1,460,571	\$ 2,470,000
49	CR 206 12" Water Line Loop	0%	88%	88%	\$ 6,572,495	\$ 7,470,000
50	CR 286 16" Water Line	0%	36%	36%	\$ 1,985,569	\$ 5,470,000
51	CR 206 North 12" Water Line	0%	51%	51%	\$ 1,730,033	\$ 3,410,000
52	Bourland Bnd to CR 285 12" Water Line	0%	16%	16%	\$ 525,382	\$ 3,360,000
53	CR 286 12" Water Line	0%	85%	85%	\$ 4,811,437	\$ 5,660,000
54	CR 937 12" Water Line	0%	74%	74%	\$ 1,658,759	\$ 2,250,000
55	East Outer Loop 24" Water Line	0%	2%	2%	\$ 50,158	\$ 2,160,000
56	Outer Loop 12" Water Line	0%	19%	19%	\$ 364,000	\$ 1,960,000
57	SH 121 12" Water Line	0%	5%	5%	\$ 156,896	\$ 3,210,000
58	SH 121 36" Water Line	0%	7%	7%	\$ 212,070	\$ 3,130,000
59	CR 419 12" Water Line	0%	30%	30%	\$ 391,736	\$ 1,310,000
60	Sheffield Drive to CR 472 12" Water Line	0%	56%	56%	\$ 4,502,575	\$ 8,070,000
61	Sheffield Drive to CR 429 12" Water Line	0%	26%	26%	\$ 1,890,860	\$ 7,380,000
62	CR 429 12" Water Line	0%	17%	17%	\$ 477,920	\$ 2,750,000
63	CR 429 16" Water Line	0%	29%	29%	\$ 1,082,780	\$ 3,760,000
64	CR 478 16" Water Line	0%	100%	100%	\$ 8,900,000	\$ 8,900,000
65	FM 455 16" Water Line	0%	30%	30%	\$ 2,140,735	\$ 7,040,000
66	CR 2862 16" Water Line	0%	16%	16%	\$ 373,864	\$ 2,350,000
67	CR 2862 to CR 477 12" Water Line	0%	13%	13%	\$ 386,843	\$ 2,980,000

Proj. #	Description	2022 Required Capacity (Percent Utilization)	2032 Required Capacity (Percent Utilization)	2022-2032 Required Capacity (Percent Utilization)	2032 Projected Recoverable Cost	Total Project Cost
68	CR 424 24" Water Line	0%	16%	16%	\$ 1,567,860	\$ 9,730,000
69	FM 455 24" Water Line	0%	9%	9%	\$ 440,199	\$ 4,720,000
70	FM 455 20" Water Line	0%	6%	6%	\$ 351,066	\$ 5,620,000
71	FM 455 12" Water Line	0%	100%	100%	\$ 1,190,000	\$ 1,190,000
72	CR 427 20" Water Line	0%	14%	14%	\$ 768,928	\$ 5,410,000
73	CR 2862 12" Water Line	0%	51%	51%	\$ 2,767,076	\$ 5,460,000
74	FM 455 to CR 2862 12" Water Line	0%	37%	37%	\$ 1,600,642	\$ 4,380,000
75	Wildwood Trail 12" Water Line	0%	29%	29%	\$ 420,033	\$ 1,430,000
76	CR 2862 East 12" Water Line	0%	88%	88%	\$ 1,163,750	\$ 1,330,000
77	Leonard Ave North 12" Water Line	0%	41%	41%	\$ 857,534	\$ 2,090,000
78	FM 455 to CR 2862 30" Water Line	0%	18%	18%	\$ 476,405	\$ 2,720,000
79	CR 2862 24" Water Line	0%	47%	47%	\$ 2,439,992	\$ 5,220,000
80	4 MG GST and (2) 5,000 gpm Pumps at Grayson Pump Station	0%	5%	5%	\$ 361,000	\$ 7,220,000
81	4th Street 20" Water Line	0%	40%	40%	\$ 580,000	\$ 580,000
82	Riggins Street 12" Water Line	0%	40%	40%	\$ 420,000	\$ 420,000
83	6th Street 36" Water Line	0%	40%	40%	\$ 1,150,000	\$ 1,150,000
84	6th Street 24" Water Line	0%	40%	40%	\$ 2,270,000	\$ 2,270,000
Proposed Subtotal					\$ 176,115,362	\$ 369,430,000
Existing Facilities or Facilities Under Construction						
1	U.S. 75 Parallel Water Line South of F.M. 455	22%	26%	4%	\$ 522,500.00	\$ 1,900,000.00
2	CGMA Treated Surface Water System & Treated Supply Line	49%	51%	2%	\$ 387,600.00	\$ 760,000.00
3	18" Water Line from South Take Point to FM 455	20%	40%	20%	\$ 155,000.00	\$ 620,000.00
4	East Hackberry 16" Water Line	18%	22%	4%	\$ 266,539.50	\$ 1,184,620.00
5	Hackberry EST	82%	100%	18%	\$ 2,629,000.80	\$ 2,629,000.80
6	US 75 Parallel water Line north of FM 455	22%	26%	4%	\$ 90,420.00	\$ 328,800.00
7	CGMA Treated Surface Water System - Bloomdale PS and GSR	49%	51%	2%	\$ 357,000.00	\$ 700,000.00
8	Collin Take Point - PS	22%	24%	2%	\$ 467,500.00	\$ 1,700,000.00
9	Collin Take Point - GSR	21%	42%	21%	\$ 397,500.00	\$ 1,500,000.00
10	West Well EST	82%	100%	18%	\$ 500,000.00	\$ 500,000.00
11	South Grayson - .35 MG EST	82%	100%	18%	\$ 525,000.00	\$ 525,000.00
12	South Grayson system - CCN Area	19%	38%	19%	\$ 27,500.00	\$ 100,000.00
13	South Well Surface Water	40%	60%	20%	\$ 100,000.00	\$ 200,000.00
14	North and West Well Surface water	40%	60%	20%	\$ 425,000.00	\$ 850,000.00
15	CR 1106 Water Line	7%	14%	7%	\$ 37,912.50	\$ 303,300.00

Proj. #	Description	2022 Required Capacity (Percent Utilization)	2032 Required Capacity (Percent Utilization)	2022-2032 Required Capacity (Percent Utilization)	2032 Projected Recoverable Cost	Total Project Cost
16	Disinfection	4%	8%	4%	\$ 25,000.00	\$ 500,000.00
17	Initial Collin Pump Station	40%	44%	4%	\$ 375,000.00	\$ 750,000.00
18	South Distribution line from west well EST	20%	24%	4%	\$ 290,790.75	\$ 1,163,163.00
19	Water Line from CR 422	22%	26%	4%	\$ 347,943.75	\$ 1,265,250.00
20	Water Line for CR 371 to Rosamond Pkwy	22%	26%	4%	\$ 248,036.25	\$ 901,950.00
21	Existing Waterline Facility 20	18%	22%	4%	\$ 751,950.00	\$ 3,342,000.00
22	Existing Waterline facility 21	22%	26%	4%	\$ 75,487.50	\$ 274,500.00
23	Suzie Lane Water Line		25%	25%	\$ 81,083.51	\$ 319,003.00
24	Foster Crossing Water Line		55%	55%	\$ 343,651.41	\$ 622,712.92
Impact Fee and Master Plan Updates					\$ 86,333.00	\$ 86,333.00
Existing Subtotal					\$ 9,427,416	\$ 22,939,300
Total					\$ 185,629,111	\$ 392,455,633

4 Water Impact Fee Calculation

Chapter 395 of the Local Government Code defines a service unit as follows, “Service Unit means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.”

The service unit for the Anna’s wastewater impact fee is the “single family equivalent” (SFE), which is based on the size of the base water meter. An SFE is the water demand associated with the smallest water meter issued for a new single-family development in the system (3/4-inch meter). The ratio of each larger meter’s capacity to the capacity of the base meter determines the SFE multiplier applied to each large meter size. The current SFE equivalency factors are shown in **Table 2**.

Table 2 – Meter Capacity Ratios

Meter Size	Service Units/Meter
3/4"	1
1"	1.67
1-1/2"	3.33
2"	5.33
3"	23.33
4"	43.33
6"	93.33
8"	160
10"	233.33

Multiplying the number of existing connections for each meter size by the SFEs per meter yields the total SFEs for that meter size. Summing for all meter sizes yields the total number of water SFEs connected to the City's water system as shown in **Table 3**. The current population in the water service area is divided by the total number of SFEs yielding a Persons per SFE number.

Table 3 – Capita per Single-Family Equivalent (SFE)

Meter Size	Existing Connections	Service Units/Meter	Service Units
3/4"	8,135	1	8,135
1"	112	1.67	187
1-1/2"	25	3.33	83
2"	68	5.33	362
3"	34	23.33	793
4"	1	43.33	43
6"	1	93.33	93
8"	0	160	0
10"	0	233.33	0
Total Existing Connections:		Total Service Units:	9,696
		Total Population Served:	24,239
		Persons per Service Unit:	2.50

The City of Anna defines a single-family equivalent (SFE) based on historical water demand over the past 10 years. The single-family equivalent is the development type that predominately uses a 3/4-inch meter. The measure of consumption per SFE is based on a 3/4-inch meter, and the data shown in **Table 4**.

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Table 4 – SFE Consumption Calculation

Year	Population	Service Unit (2.50 capita/service unit)	Water Average Day Demand MGD	Demand per Service Unit (GPD)
2011	8,448	3,380	1.25	370
2012	8,567	3,427	1.17	343
2013	9,604	3,842	1.32	342
2014	10,615	4,246	0.99	233
2015	11,541	4,617	1.45	315
2016	12,171	4,869	1.42	292
2017	12,782	5,113	1.71	335
2018	14,243	5,698	1.94	340
2019	15,700	6,280	2.12	338
2020	19,750	7,900	2.67	338
Average Historical Demand per Service Unit				325

(1) Data Sources: TWDB Historical Estimates

Based on the City's 10-year growth projections and the resulting water demand projections, water service will be required for an additional 12,495 SFEs by the year 2032 as shown in **Table 5**. The calculation is as follows:

- A single-family equivalent, which is a unit of development that consumes approximately **325** gallons per day (GPD), is a typical residential connection that uses a 3/4-inch meter.

Table 5 – 10-year Additional Single-Family Equivalent Calculation

Year	Population	Persons per Service Unit	Projected Service Units
2022	24,239	2.50	9,740
2032	55,588	2.50	22,235
10-year Additional Service Units			12,495

Impact fee law allows for a credit calculation to credit back the development community based on the utility revenues or ad valorem taxes that are allocated for paying a portion of future capital improvements. The intent of this credit is to prevent the City from double charging development for future capital improvements via impact fees and utility rates. If the city chooses not to do a financial analysis to determine the credit value, they are required by law to reduce the recoverable cost by 50 percent. The city has chosen not to calculate the credit value. Therefore, the maximum recoverable cost for impact fee shown below is 50 percent of the Pre-Credit Recoverable Cost.

A breakdown of the 10-year recoverable costs and the associated impact fee per service unit is shown in **Table 6** and below.

Table 6 – Water 10-Year Recoverable Cost Breakdown

Recoverable Impact Fee CIP Costs	\$185,629,111
Debt Service*	\$46,407,278
Pre-Credit Recoverable Cost for Impact Fee	\$232,036,389
Credit for Utility Revenues	\$116,018,194
Maximum Recoverable Cost for Impact Fee	\$116,018,194

*Represents the interest costs associated with debt financing the new impact fee project costs

$$\text{Impact fee per SFE} = \frac{10 - \text{year recoverable costs}}{10 - \text{year additional SFEs}}$$

$$\text{Impact fee per SFE} = \frac{\$116,018,194}{12,495}$$

$$\text{Impact fee per SFE} = \$9,285$$

Therefore, the maximum assessable impact fee per SFE is **\$9,285**.

For a development that requires a different size meter, a service unit equivalent is established at a multiplier based on its capacity with respect to the 3/4-inch meter. The maximum impact fee that could be assessed for other meter sizes is based on the Equivalency Table (**Table 7**).

Table 7 – Maximum Assessable Water Impact Fee for Commonly Used Meters

Meter Size	Maximum Continuous Operating Capacity (GPM)**	Service Unit	Maximum Assessable Impact Fee
3/4"	15	1	\$9,285
1"	25	1.67	\$15,506
1-1/2"	50	3.33	\$30,919
2"	80	5.33	\$59,489
3"	350	23.33	\$216,619
4"	650	43.33	\$402,319
6"	1400	93.33	\$866,569
8"	2400	160	\$1,485,600
10"	3500	233.33	\$2,166,469

**Operating capacities obtained from American Water Works Association (AWWA) C-700-15 and C-701-15

Chapter 3
Wastewater Impact Fee Study for the
2022 Impact Fee Study



June 2022 Prepared for the City of Anna

Prepared by:

Kimley»Horn

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TBPE Firm Registration Number: F-928

Kimley-Horn Project Number: 064512909
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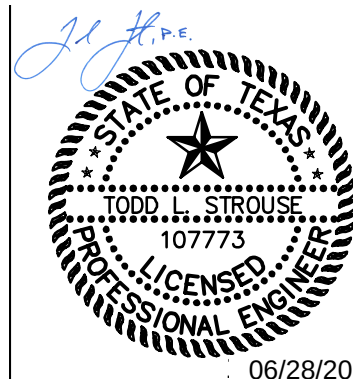


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1 Introduction

The City of Anna retained the services of Kimley-Horn and Associates, Inc., for the purpose of developing impact fees for wastewater system improvements required to serve new development. These fees were developed in accordance with chapter 395 of the Local Government code (impact fees).

The purpose of this report is to satisfy the requirements of the law and provide the City with an impact fee capital improvement plan and associated fees.

For convenience and reference, the following is excerpted from Chapter 395 of the code:

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

- (1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
- (2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
- (3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
- (4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to residential, commercial, and industrial;*
- (5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- (6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and*
- (7) plan for awarding:*
 - (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements,*

including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total project cost of implementing the capital improvements plan.

This study was comprised of three tasks. These include land use assumptions, evaluation of the current wastewater capital improvement plan and development of the impact fee capital improvement plan as well as impact fee analysis.

1.1 Land Use Assumptions

The development of land use assumptions included the following:

- Establishing impact fee service areas (SA) for water and wastewater
- Collection/determination of population and employment data by SA; and
- Projection of the 10-year population and employment by SA

This information was determined based on information provided from the City of Anna in regard to planned developments as well as the future land use plan utilized in the 2050 Comprehensive Plan. The geographic boundary of the proposed impact fee water service area is shown in **Exhibit 4.1**. Additional information regarding land use assumptions can be found in Chapter 1 of this report.

1.2 Evaluation of the Current Wastewater Capital Improvement Plans and Development of the Impact Fee Capital Improvement Plan

This task involved reviewing the City's current capital improvement plan and identify the proposed wastewater capital improvements that will be built in the next 10 years. Input from the City helped to develop the impact fee capital improvement plan. Wastewater demand projections were then used to determine the additional single-family equivalents (SFE).

1.3 Impact Fee Analysis and Report

This task included calculating the additional single-family equivalent units and credit reduction. These values were then used to determine the impact fee per SFE and the maximum assessable impact fee by meter size.

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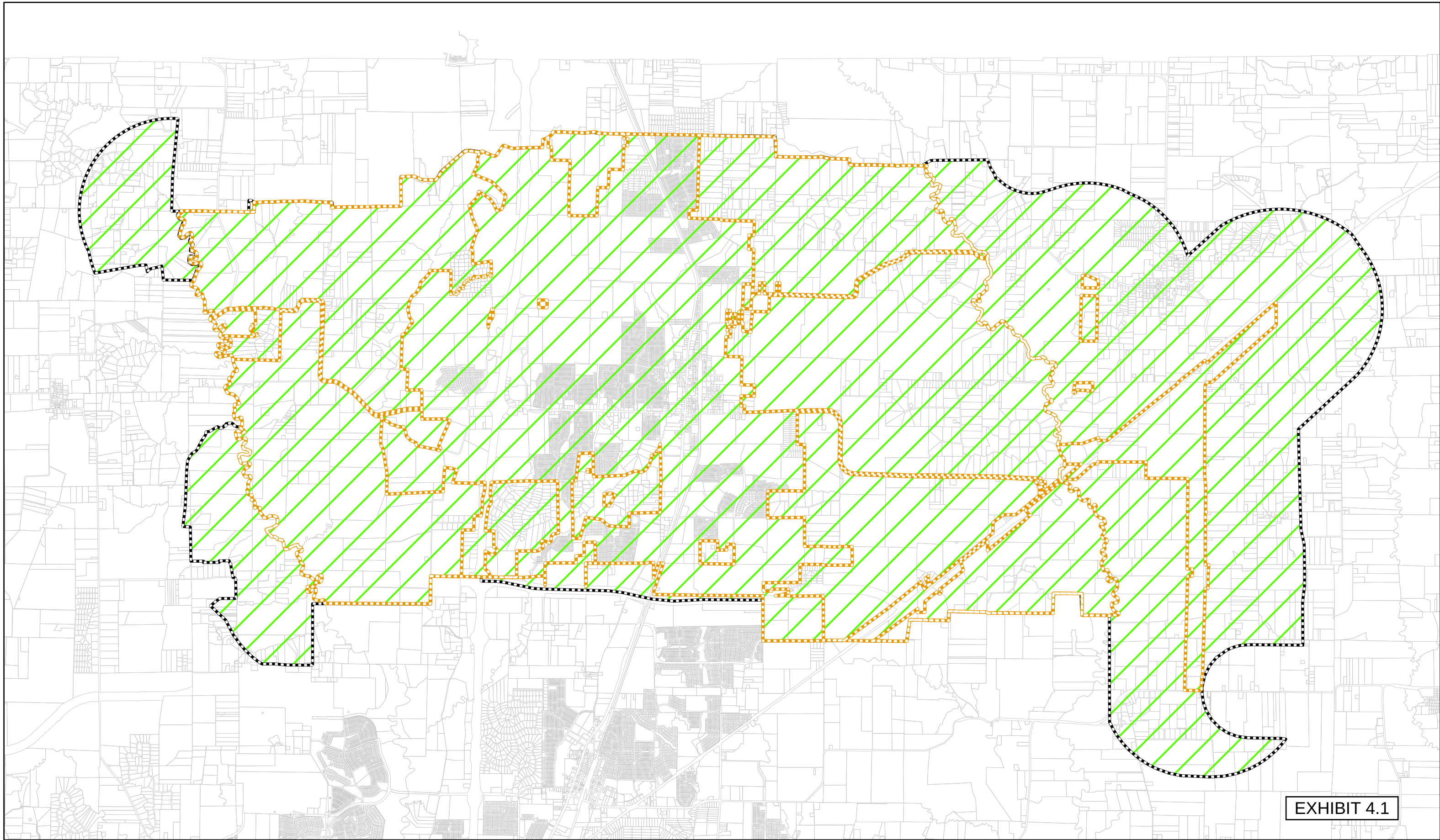
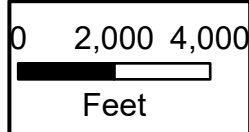


EXHIBIT 4.1



Legend

Water & Wastewater Service Area	City Limits
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CITY OF ANNA
WATER & WASTEWATER SERVICE AREA

2 Design Criteria

In accordance with Chapter 217 of the Texas Administrative Code (Design Criteria for Domestic Wastewater Systems), as well as communication between Kimley-Horn and the City of Anna, the following design criteria was followed when planning for future wastewater infrastructure. These criteria could change over time based on demand patterns and regulatory mandates. The assumptions used throughout this study are shown in **Table 1**.

Table 1 – Wastewater Criteria Used

Assumptions	Value	Units
Non-residential – Light Office	25	gpcd
Non-residential – Manufacturing	20	gpcd
Non-residential – School	20	gpcd
Non- Residential – Rural/ Open Space	150	gpad
Residential Demand	90	gpcd
Peaking Factor	4	
Single Family Residential Density	3.1	people/ unit
Multifamily Residential Density	1.8	people/ unit

2.1 Pipe Design

Table 2 shows the minimum slope requirements from the TCEQ. The design of the wastewater lines for the City of Anna utilized the TCEQ minimum slope unless the size of the line was larger than 36", then a slope was determined to maintain a velocity that satisfied the TCEQ requirements. All lines were sized based on the peak flow within each basin and subbasin.

Table 2 – Minimum Slopes

Pipe Size	Minimum Slope	Capacity
12	0.20	1.03
15	0.15	1.617
18	0.115	2.302
21	0.095	3.156
24	0.08	4.135
27	0.07	5.296
30	0.06	6.494

2.2 Lift Station and Force Main Design

The various proposed lift stations and force mains in the City of Anna allow for wastewater to be conveyed in areas where gravity flow cannot be achieved. Proposed lift stations are sized to meet peak day demands. The force mains are sized to be able to stay between 3-6 fps for peak day demands.

2.3 Water Reclamation Facility Design

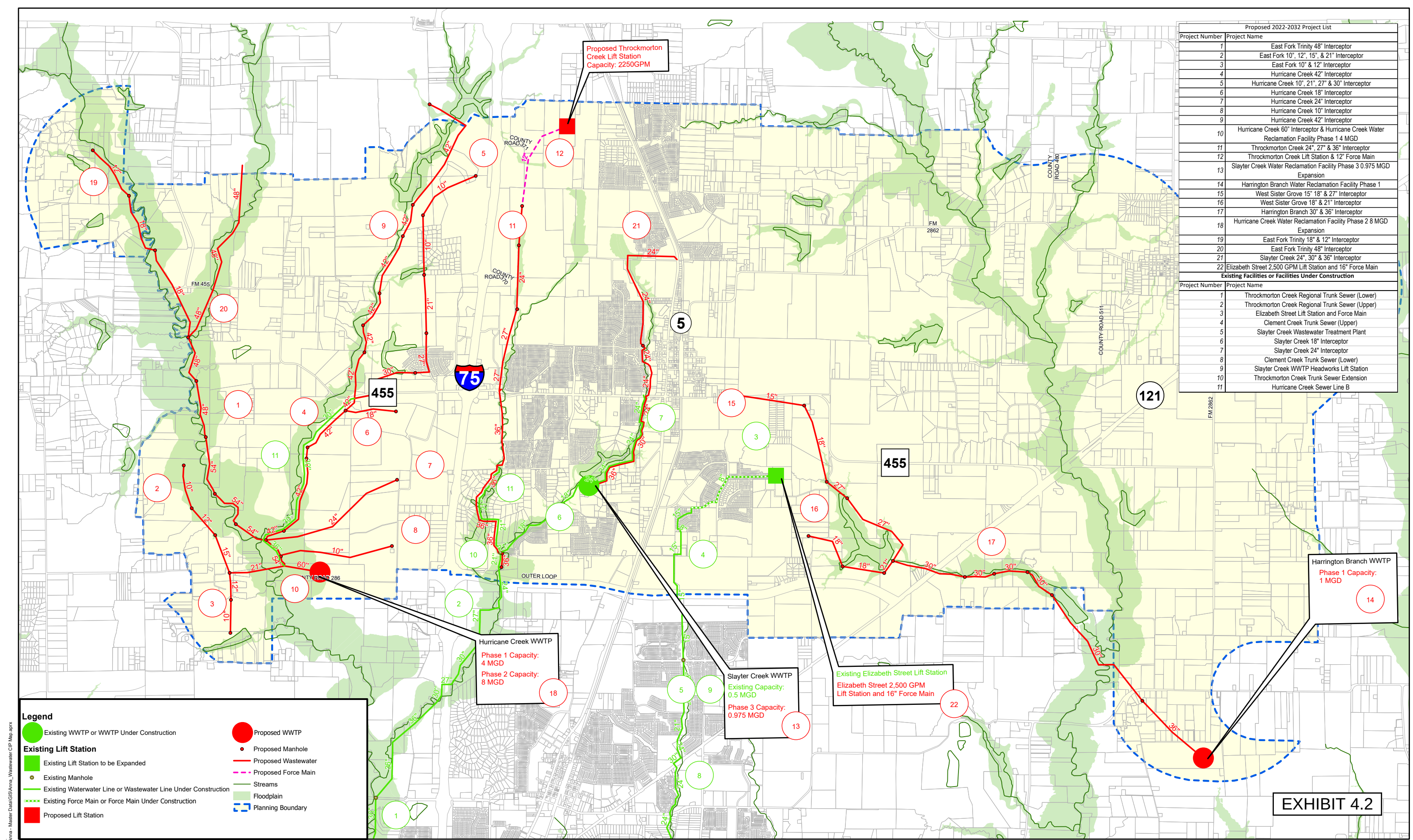
The proposed water reclamation facilities within the City of were sized based on average daily flow into the water reclamation facility.

3 Impact Fee Capital Improvement Plan

The purpose of a capital improvement program is to provide the City with a logical strategy for upgrading and expanding its wastewater distribution system to accommodate future growth and for addressing existing system deficiencies. The impact fee capital improvements plan is developed using projects identified during the capital improvement program planning process. State law only allows cost recovery associated with eligible projects in a 10-year planning window from the time of the impact fee study.

Eleven (11) existing and twenty-two (22) proposed projects identified in the wastewater capital improvements plan are determined eligible for recoverable cost over the next 10 years. The City of Anna's total cost of these projects is \$233,332,732. The projected recoverable cost through impact fees is \$291,665,915. After debt service costs are added and the credit reduction calculation is complete, \$145,832,957 is recoverable through impact fees serving the 10-year system needs. A breakdown of these amounts is shown in **Table 8**. These impact fee capital improvements are shown in **Table 3** and illustrated in **Exhibit 4.2**.

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Proposed 2022-2032 Project List	
Project Number	Project Name
1	East Fork Trinity 48" Interceptor
2	East Fork 10", 12", 15", & 21" Interceptor
3	East Fork 10" & 12" Interceptor
4	Hurricane Creek 42" Interceptor
5	Hurricane Creek 10", 21", 27" & 30" Interceptor
6	Hurricane Creek 18" Interceptor
7	Hurricane Creek 24" Interceptor
8	Hurricane Creek 10" Interceptor
9	Hurricane Creek 42" Interceptor
10	Hurricane Creek 60" Interceptor & Hurricane Creek Water Reclamation Facility Phase 1 4 MGD
11	Throckmorton Creek 24", 27" & 36" Interceptor
12	Throckmorton Creek Lift Station & 12" Force Main
13	Slayter Creek Water Reclamation Facility Phase 3 0.975 MGD Expansion
14	Harrington Branch Water Reclamation Facility Phase 1
15	West Sister Grove 15" 18" & 27" Interceptor
16	West Sister Grove 18" & 21" Interceptor
17	Harrington Branch 30" & 36" Interceptor
18	Hurricane Creek Water Reclamation Facility Phase 2 8 MGD Expansion
19	East Fork Trinity 18" & 12" Interceptor
20	East Fork Trinity 48" Interceptor
21	Slayter Creek 24", 30" & 36" Interceptor
22	Elizabeth Street 2,500 GPM Lift Station and 16" Force Main
Existing Facilities or Facilities Under Construction	
Project Number	Project Name
1	Throckmorton Creek Regional Trunk Sewer (Lower)
2	Throckmorton Creek Regional Trunk Sewer (Upper)
3	Elizabeth Street Lift Station and Force Main
4	Clement Creek Trunk Sewer (Upper)
5	Slayter Creek Wastewater Treatment Plant
6	Slayter Creek 18" Interceptor
7	Slayter Creek 24" Interceptor
8	Clement Creek Trunk Sewer (Lower)
9	Slayter Creek WWTP Headworks Lift Station
10	Throckmorton Creek Trunk Sewer Extension
11	Hurricane Creek Sewer Line B

Kimley-Horn and Associates, Inc.
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Table 3 – Wastewater Impact Fee Capital Improvements Project Cost and 10-Year Recoverable Cost

Proj. #	Description	2022 Required Capacity (Percent Utilization)	2032 Required Capacity (Percent Utilization)	2022-2032 Required Capacity (Percent Utilization)	2032 Projected Recoverable Cost	Total Project Cost
Proposed 2022-2032 Project List						
1	East Fork Trinity 30" Interceptor	0%	33%	33%	\$ 8,801,590	\$ 26,290,000
2	East Fork 10", 12", 15", & 21" Interceptor	0%	10%	10%	\$ 68,913	\$ 6,920,000
3	East Fork 10" & 12" Interceptor	0%	10%	10%	\$ 11,728	\$ 1,180,000
4	Hurricane Creek 54" Interceptor	0%	45%	45%	\$ 5,530,532	\$ 15,790,000
5	Hurricane Creek 10", 21", 27" & 30" Interceptor	0%	36%	36%	\$ 4,862,127	\$ 13,520,000
6	Hurricane Creek 18" Interceptor	0%	10%	10%	\$ 221,000	\$ 2,210,000
7	Hurricane Creek 24" Interceptor	0%	10%	10%	\$ 676,000	\$ 6,760,000
8	Hurricane Creek 10" Interceptor	0%	10%	10%	\$ 396,000	\$ 3,960,000
9	Hurricane Creek 48" Interceptor	0%	96%	96%	\$ 14,920,147	\$ 28,890,000
10	Hurricane Creek 60" Interceptor & Hurricane Creek Water Reclamation Facility Phase 1 4 MGD	0%	100%	100%	\$ 81,118,000	\$ 81,118,000
11	Throckmorton Creek 24", 27" & 36" Interceptor	0%	41%	41%	\$ 2,493,661	\$ 6,040,000
12	Throckmorton Creek Lift Station & 14" Force Main	0%	49%	49%	\$ 2,085,601	\$ 4,240,000
13	Slayter Creek Water Reclamation Facility Phase 3 0.975 MGD Expansion	0%	100%	100%	\$ 26,910,000	\$ 26,910,000
14	Harrington Branch Water Reclamation Facility Phase 1	0%	79%	79%	\$ 26,026,161	\$ 33,010,000
15	West Sister Grove 15" 18" & 27" Interceptor	0%	53%	53%	\$ 3,977,289	\$ 7,510,000
16	West Sister Grove 18" & 21" Interceptor	0%	60%	60%	\$ 2,585,397	\$ 4,300,000
17	Harrington Branch 30" & 36" Interceptor	0%	54%	54%	\$ 11,180,687	\$ 20,590,000
18	Hurricane Creek Water Reclamation Facility Phase 2 8 MGD Expansion	0%	69%	69%	\$ 19,502,042	\$ 28,422,000
19	East Fork Trinity 18" & 12" Interceptor	0%	8%	8%	\$ 692,301	\$ 9,050,000

Proj. #	Description	2022 Required Capacity (Percent Utilization)	2032 Required Capacity (Percent Utilization)	2022-2032 Required Capacity (Percent Utilization)	2032 Projected Recoverable Cost	Total Project Cost
20	East Fork Trinity 21" Interceptor	0%	13%	13%	\$ 1,039,137	\$ 8,070,000
21	Slayter Creek 24", 30" & 36" Interceptor	0%	56%	56%	\$ 7,548,465	\$ 13,390,000
22	Elizabeth Street 2,500 GPM Lift Station and 16" Force Main	0%	100%	100%	\$ 4,660,000	\$ 4,660,000
Proposed Subtotal					\$ 225,306,777	\$ 352,830,000
Existing Facilities or Facilities Under Construction						
1	Throckmorton Creek Regional Trunk Sewer (Lower)	7%	100%	93%	\$ 1,914,700	\$ 2,050,000
2	Throckmorton Creek Regional Trunk Sewer (Upper)	12%	100%	88%	\$ 954,840	\$ 1,090,000
3	Elizabeth Street Lift Station and Force Main	40%	100%	60%	\$ 600,000	\$ 1,000,000
4	Clement Creek Trunk Sewer (Upper)	87%	100%	13%	\$ 181,660	\$ 1,376,210
5	Slayter Creek Wastewater Treatment Plant	9%	100%	91%	\$ 1,784,975	\$ 1,965,832
6	Slayter Creek 18" Interceptor	13%	100%	87%	\$ 959,140	\$ 1,105,000
7	Slayter Creek 24" Interceptor	13%	43%	30%	\$ 270,000	\$ 900,000
8	Clement Creek Trunk Sewer (Lower)	13%	43%	30%	\$ 514,500	\$ 1,715,000
9	Slayter Creek WWTP Headworks Lift Station	82%	100%	18%	\$ 117,330	\$ 651,832
10	Throckmorton Creek Trunk Sewer Extension	25%	75%	50%	\$ 607,477	\$ 1,214,953
11	Hurricane Creek Sewer Line B	0%	100%	100%	\$ 4,842,538	\$ 4,842,538
Impact Fee and Master Plan Updates					\$ 121,333	\$ 121,333
Existing Subtotal					\$ 7,904,621	\$ 13,068,827
Total					\$ 233,332,732	\$ 366,020,160

4 Wastewater Impact Fee Calculation

Chapter 395 of the Local Government Code defines a service unit as follows, "Service Unit means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years."

The service unit for the Anna's wastewater impact fee is the "single family equivalent" (SFE), which is based on the size of the base water meter. A SFE is the wastewater flow associated with the smallest water meter issued for a new single-family development in the system (3/4-inch meter). The ratio of each larger meter's capacity to the capacity of the base meter determines the SFE multiplier applied to each large meter size. The current SFE equivalency factors are shown in **Table 4**.

Table 4 – Meter Capacity Ratios

Meter Size	Service Units/Meter
3/4"	1
1"	1.67
1-1/2"	3.33
2"	5.33
3"	23.33
4"	43.33
6"	93.33
8"	160
10"	233.33

Multiplying the number of existing connections for each meter size by the SFEs per meter yields the total SFEs for that meter size. Summing for all meter sizes yields the total number of wastewater SFEs connected to the City's wastewater system as shown in **Table 5**. The current population in the wastewater service area is divided by the total number of SFEs yielding a Persons per SFE number.

Table 5 – Capita per Single-Family Equivalent (SFE)

Meter Size	Existing Connections ¹	Service Units/Meter	Service Units
3/4"	7,941	1.0	7,941
1"	32	1.7	53
1-1/2"	12	3.3	40
2"	38	5.3	203
3"	2	23.3	47
4"	3	43.3	130
6"	1	93.3	93
8"		160.0	0
10"		233.3	0

Total Existing Connections:	8,029	Total Service Units:	8,507
		Total Population Served:	21,268
		Persons per Service Unit:	2.50

(1) Data Sources: City of Anna

The City of Anna defines a single-family equivalent (SFE) based on historical wastewater discharge over the past 10 years. The single-family equivalent is the development type that predominately uses a 3/4-inch meter. The measure of consumption per SFE is based on a 3/4-inch meter and the data shown in **Table 6**.

Table 6 – SFE Consumption Calculation

Year	Population ¹	Service Unit (2.50 capita/service unit)	Wastewater Average Day Flow (MGD)	Flow per Service Unit (GPD)
2011	8,448	3,379	1.09	323
2012	8,567	3,427	1.02	298
2013	9,604	3,842	1.15	299
2014	10,615	4,246	0.86	203
2015	11,541	4,616	1.26	273
2016	12,171	4,868	1.24	255
2017	12,782	5,113	1.49	291
2018	14,243	5,697	1.69	297
2019	15,700	6,280	1.85	295
2020	19,750	7,900	2.33	295
Average Historical Flow per Service Unit				296

Based on the City's 10-year growth projections and the resulting wastewater flow projections, wastewater service will be required for an additional 12,495 SFEs by the year 2032 as shown in **Table 7**. The calculation is as follows:

- A single-family equivalent, which is a unit of development that discharges approximately **296** gallons per day (GPD), is a typical residential connection that uses a 3/4-inch meter.

Table 7 – 10-year Additional Single-Family Equivalent Calculation

Year	Population	Persons per Service Unit	Projected Service Units
2022	24,350	2.50	9,740
2032	55,588	2.50	22,235
10-year Additional Service Units			12,495

Impact fee law allows for a credit calculation to credit back the development community based on the utility revenues or ad valorem taxes that are allocated for paying a portion of future capital improvements. The intent of this credit is to prevent the City from double charging development for future capital improvements via impact fees and utility rates. If the city chooses not to do a financial analysis to determine the credit value, they are required by law to reduce the recoverable cost by 50 percent. The city has chosen not to calculate the credit value. Therefore, the maximum recoverable cost for impact fee shown below is 50 percent of the Pre-Credit Recoverable Cost.

A breakdown of the 10-year recoverable costs and the associated impact fee per service unit is shown in **Table 8** and below.

Table 8 – Wastewater 10-Year Recoverable Cost Breakdown

Recoverable Impact Fee CIP Costs	\$ 233,332,732
Debt Service*	\$ 58,333,183
Pre-Credit Recoverable Cost for Impact Fee	\$ 291,665,915
Credit for Utility Revenues	\$ 145,832,957
Maximum Recoverable Cost for Impact Fee	\$ 145,832,957

*Represents the interest costs associated with debt financing the new impact fee project costs

$$\text{Impact fee per SFE} = \frac{10 \text{ year recoverable costs}}{10 \text{ year additional SFEs}}$$

$$\text{Impact fee per SFE} = \frac{\$145,832,957}{12,495}$$

$$\text{Impact fee per SFE} = \$11,671$$

Therefore, the maximum assessable impact fee per SFE is **\$11,671**.

For a development that requires a different size meter, a service unit equivalent is established at a multiplier based on its capacity with respect to the 3/4-inch meter. The maximum impact fee that could be assessed for other meter sizes is based on the Equivalency Table (**Table 9**).

Table 9 – Maximum Assessable Wastewater Impact Fee for Commonly Used Meters

Meter Size	Maximum Continuous Operating Capacity (GPM)	Service Unit	Maximum Assessable Impact Fee
3/4"	15	1	\$11,671
1"	25	1.67	\$19,491
1-1/2"	50	3.33	\$38,864
2"	80	5.33	\$62,206
3"	350	23.33	\$272,284
4"	650	43.33	\$505,704
6"	1400	93.33	\$1,089,254
8"	2400	160	\$1,867,360
10"	3500	233.33	\$2,723,194

**Operating capacities obtained from American Water Works Association (AWWA) C-700-20 and C-701-19

Appendices

Appendix A – Conceptual Level Project Cost Projections

Appendix B – Capital Improvements Plan Units of Supply

Appendix C – Existing Roadway Facilities Inventory

Appendix A – Conceptual Level Project Cost Projections

City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 1
Name:	CR 373	This project consists of widening the existing facility to a four-lane divided arterial.	
Limits:	595' W OF N POWELL PKWY to N POWELL PKWY		
Impact Fee Class:	Minor Arterial		
Length (lf):	595		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	1,851	cy	\$ 16.00	\$ 29,618
202	8" Lime-Treated Subgrade	3,570	sy	\$ 20.00	\$ 71,400
302	8" Concrete Pavement	3,173	sy	\$ 100.00	\$ 317,333
402	6' Concrete Sidewalk	7,140	sf	\$ 10.00	\$ 71,400
502	Curb & Gutter	2,380	lf	\$ 40.00	\$ 95,200
602	Topsoil	1,983	sy	\$ 10.00	\$ 19,833
702	Turn Lanes	201	sy	\$ 120.00	\$ 24,070
Paving Construction Cost Subtotal:					\$ 628,855

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 31,443
✓ Pavement Markings/Markers		3%	\$ 18,866
✓ Roadway Drainage	Standard Internal System	30%	\$ 188,656
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 31,443
✓ Sewer	Minor Adjustments	5%	\$ 31,443
✓ Landscaping and Irrigation		6%	\$ 37,731
✓ Illumination	Standard Illumination System	6%	\$ 37,731
Other:		\$0	\$ -
Allowance Subtotal:			\$ 377,313

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,006,168
Construction Contingency:	20% \$ 201,234
Mobilization	5% \$ 50,308
Prep ROW	5% \$ 50,308
Construction Cost TOTAL:	\$ 1,309,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,309,000
Engineering/Survey/Testing:		16%	\$ 209,440
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 130,900
Impact Fee Project Cost TOTAL:			\$ 1,649,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Anna.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	2
Name:	CR 371 (1)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	245' W OF CR 368 to CENTRAL EXPRESSWAY SB			
Impact Fee Class:	Major Arterial			
Length (lf):	1,910			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	8,489	cy	\$ 16.00	\$ 135,822
201	8" Lime-Treated Subgrade	16,553	sy	\$ 20.00	\$ 331,067
301	8" Concrete Pavement	15,280	sy	\$ 100.00	\$ 1,528,000
401	6' Concrete Sidewalk	22,920	sf	\$ 10.00	\$ 229,200
501	Curb & Gutter	7,640	lf	\$ 40.00	\$ 305,600
601	Topsoil	7,640	sy	\$ 10.00	\$ 76,400
701	Turn Lanes	658	sy	\$ 120.00	\$ 79,005
Paving Construction Cost Subtotal:					\$ 2,685,093
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
Traffic Control		None Anticipated	0%	\$ -	
✓	Pavement Markings/Markers		3%	\$ 80,553	
✓	Roadway Drainage	Standard Internal System	30%	\$ 805,528	
Special Drainage Structures		None Anticipated	-	\$ -	
✓	Water	Minor Adjustments	5%	\$ 134,255	
✓	Sewer	Minor Adjustments	5%	\$ 134,255	
✓	Landscaping and Irrigation		6%	\$ 161,106	
✓	Illumination	Standard Illumination System	6%	\$ 161,106	
Other:			\$0	\$ -	
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$ 1,476,801	
				Paving and Allowance Subtotal:	\$ 4,161,895
				Construction Contingency:	20% \$ 832,379
				Mobilization	5% \$ 208,095
				Prep ROW	1% \$ 41,619
				Construction Cost TOTAL:	\$ 5,244,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,244,000
Engineering/Survey/Testing:		16%	\$ 839,040
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,048,800
Impact Fee Project Cost TOTAL:			\$ 7,132,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Anna.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 3
Name:	CR 371 (2)	This project consists of widening the existing facility to a six-lane divided arterial.	
Limits:	CENTRAL EXPRESSWAY SB to 910' E OF CENTRAL EXPRESSWAY NB		
Impact Fee Class:	Major Arterial		
Length (lf):	1,610		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	7,156	cy	\$ 16.00	\$ 114,489
201	8" Lime-Treated Subgrade	13,953	sy	\$ 20.00	\$ 279,067
301	8" Concrete Pavement	12,880	sy	\$ 100.00	\$ 1,288,000
401	6' Concrete Sidewalk	19,320	sf	\$ 10.00	\$ 193,200
501	Curb & Gutter	6,440	lf	\$ 40.00	\$ 257,600
601	Topsoil	6,440	sy	\$ 10.00	\$ 64,400
701	Turn Lanes	555	sy	\$ 120.00	\$ 66,595
Paving Construction Cost Subtotal:					\$ 2,263,351

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 113,168
✓ Pavement Markings/Markers		3%	\$ 67,901
✓ Roadway Drainage	Standard Internal System	30%	\$ 679,005
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 113,168
✓ Sewer	Minor Adjustments	5%	\$ 113,168
✓ Landscaping and Irrigation		6%	\$ 135,801
✓ Illumination	Standard Illumination System	6%	\$ 135,801
✓ Other:	Grade Separated Crossing	\$1,000,000	\$ 1,000,000
Allowance Subtotal:			\$ 2,608,011

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 4,871,362
Construction Contingency:	20% \$ 974,272
Mobilization	5% \$ 243,568
Prep ROW	5% \$ 243,568
Construction Cost TOTAL:	\$ 6,333,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,333,000
Engineering/Survey/Testing:		16%	\$ 1,013,280
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 633,300
Impact Fee Project Cost TOTAL:			\$ 7,980,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Anna.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	4
Name:	CR 371 (3)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	910' E OF CENTRAL EXPRESSWAY NB to 1,075' E OF CR 374			
Impact Fee Class:	Major Arterial			
Length (lf):	1,285			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	5,711	cy	\$ 16.00	\$ 91,378
201	8" Lime-Treated Subgrade	11,137	sy	\$ 20.00	\$ 222,733
301	8" Concrete Pavement	10,280	sy	\$ 100.00	\$ 1,028,000
401	6' Concrete Sidewalk	15,420	sf	\$ 10.00	\$ 154,200
501	Curb & Gutter	5,140	lf	\$ 40.00	\$ 205,600
601	Topsoil	5,140	sy	\$ 10.00	\$ 51,400
701	Turn Lanes	443	sy	\$ 120.00	\$ 53,152
Paving Construction Cost Subtotal:					\$ 1,806,463

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 54,194
✓ Roadway Drainage	Standard Internal System	30%	\$ 541,939
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 90,323
✓ Sewer	Minor Adjustments	5%	\$ 90,323
✓ Landscaping and Irrigation		6%	\$ 108,388
✓ Illumination	Standard Illumination System	6%	\$ 108,388
Other:		\$0	\$ -
Allowance Subtotal:			\$ 993,555

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,800,018
Construction Contingency:	20% \$ 560,004
Mobilization	5% \$ 140,001
Prep ROW	1% \$ 28,000
Construction Cost TOTAL:	\$ 3,529,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,529,000
Engineering/Survey/Testing:		16%	\$ 564,640
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 705,800
Impact Fee Project Cost TOTAL:			\$ 4,799,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	5
Name:	CR 371 (4)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	595' W OF BRYANT FARM RD to BRYANT FARM RD			
Impact Fee Class:	Major Arterial			
Length (lf):	595			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	2,644	cy	\$ 16.00	\$ 42,311
201	8" Lime-Treated Subgrade	5,157	sy	\$ 20.00	\$ 103,133
301	8" Concrete Pavement	4,760	sy	\$ 100.00	\$ 476,000
401	6' Concrete Sidewalk	7,140	sf	\$ 10.00	\$ 71,400
501	Curb & Gutter	2,380	lf	\$ 40.00	\$ 95,200
601	Topsoil	2,380	sy	\$ 10.00	\$ 23,800
701	Turn Lanes	205	sy	\$ 120.00	\$ 24,611
Paving Construction Cost Subtotal:					\$ 836,456

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 25,094
✓ Roadway Drainage	Standard Internal System	30%	\$ 250,937
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 41,823
✓ Sewer	Minor Adjustments	5%	\$ 41,823
✓ Landscaping and Irrigation		6%	\$ 50,187
✓ Illumination	Standard Illumination System	6%	\$ 50,187
Other:		\$0	\$ -
Allowance Subtotal:			\$ 460,051

Paving and Allowance Subtotal:		\$ 1,296,507
Construction Contingency:	20%	\$ 259,301
Mobilization	5%	\$ 64,825
Prep ROW	1%	\$ 12,965
Construction Cost TOTAL:		\$ 1,634,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,634,000
Engineering/Survey/Testing:		16%	\$ 261,440
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 326,800
Impact Fee Project Cost TOTAL:			\$ 2,222,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	6
Name:	CR 371 (5)	This project consists of widening the existing facility to a six-lane divided arterial.		
Limits:	BRYANT FARM RD to N POWELL PKWY			
Impact Fee Class:	Major Arterial			
Length (lf):	3,745			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	16,644	cy	\$ 16.00	\$ 266,311
201	8" Lime-Treated Subgrade	32,457	sy	\$ 20.00	\$ 649,133
301	8" Concrete Pavement	29,960	sy	\$ 100.00	\$ 2,996,000
401	6' Concrete Sidewalk	44,940	sf	\$ 10.00	\$ 449,400
501	Curb & Gutter	14,980	lf	\$ 40.00	\$ 599,200
601	Topsoil	14,980	sy	\$ 10.00	\$ 149,800
701	Turn Lanes	1,291	sy	\$ 120.00	\$ 154,907
Paving Construction Cost Subtotal:					\$ 5,264,751

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 263,238
✓ Pavement Markings/Markers		3%	\$ 157,943
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,579,425
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 263,238
✓ Sewer	Minor Adjustments	5%	\$ 263,238
✓ Landscaping and Irrigation		6%	\$ 315,885
✓ Illumination	Standard Illumination System	6%	\$ 315,885
Other:		\$0	\$ -
Allowance Subtotal:			\$ 3,408,851

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 8,673,602
Construction Contingency:	20% \$ 1,734,720
Mobilization	5% \$ 433,680
Prep ROW	5% \$ 433,680
Construction Cost TOTAL:	\$ 11,276,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 11,276,000
Engineering/Survey/Testing:		16%	\$ 1,804,160
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 1,127,600
Impact Fee Project Cost TOTAL:			\$ 14,208,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	7
Name:	CR 370 (1)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	5,795' W OF CR 368 to CR 368			
Impact Fee Class:	Major Arterial			
Length (lf):	5,795			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	25,756	cy	\$ 16.00	\$ 412,089
201	8" Lime-Treated Subgrade	50,223	sy	\$ 20.00	\$ 1,004,467
301	8" Concrete Pavement	46,360	sy	\$ 100.00	\$ 4,636,000
401	6' Concrete Sidewalk	69,540	sf	\$ 10.00	\$ 695,400
501	Curb & Gutter	23,180	lf	\$ 40.00	\$ 927,200
601	Topsoil	23,180	sy	\$ 10.00	\$ 231,800
701	Turn Lanes	1,998	sy	\$ 120.00	\$ 239,702
Paving Construction Cost Subtotal:					\$ 8,146,658

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 244,400
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,443,997
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 407,333
✓ Sewer	Minor Adjustments	5%	\$ 407,333
✓ Landscaping and Irrigation		6%	\$ 488,799
✓ Illumination	Standard Illumination System	6%	\$ 488,799
Other:		\$0	\$ -
Allowance Subtotal:			\$ 4,480,662

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 12,627,320
Construction Contingency:	20% \$ 2,525,464
Mobilization	5% \$ 631,366
Prep ROW	1% \$ 126,273
Construction Cost TOTAL:	\$ 15,911,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 15,911,000
Engineering/Survey/Testing:		16%	\$ 2,545,760
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 3,182,200
Impact Fee Project Cost TOTAL:			\$ 21,639,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 8
Name:	CR 370 (2)	This project consists of widening the existing facility to a six-lane divided arterial.	
Limits:	CR 368 to CENTRAL EXPRESSWAY SB		
Impact Fee Class:	Major Arterial		
Length (lf):	970		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	4,311	cy	\$ 16.00	\$ 68,978
201	8" Lime-Treated Subgrade	8,407	sy	\$ 20.00	\$ 168,133
301	8" Concrete Pavement	7,760	sy	\$ 100.00	\$ 776,000
401	6' Concrete Sidewalk	11,640	sf	\$ 10.00	\$ 116,400
501	Curb & Gutter	3,880	lf	\$ 40.00	\$ 155,200
601	Topsoil	3,880	sy	\$ 10.00	\$ 38,800
701	Turn Lanes	334	sy	\$ 120.00	\$ 40,123
Paving Construction Cost Subtotal:					\$ 1,363,634

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 68,182
✓ Pavement Markings/Markers		3%	\$ 40,909
✓ Roadway Drainage	Standard Internal System	30%	\$ 409,090
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 68,182
✓ Sewer	Minor Adjustments	5%	\$ 68,182
✓ Landscaping and Irrigation		6%	\$ 81,818
✓ Illumination	Standard Illumination System	6%	\$ 81,818
Other:		\$0	\$ -

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 2,181,814
Construction Contingency:	20%	\$ 436,363
Mobilization	5%	\$ 109,091
Prep ROW	5%	\$ 109,091
Construction Cost TOTAL:		\$ 2,837,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,837,000
Engineering/Survey/Testing:		16%	\$ 453,920
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 283,700
Impact Fee Project Cost TOTAL:			\$ 3,575,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 9
Name:	W ROSAMOND PKWY (1)	This project consists of widening the existing facility to a six-lane divided arterial.	
Limits:	CENTRAL EXPRESSWAY NB to CR 374		
Impact Fee Class:	Major Arterial		
Length (lf):	1,140		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	5,067	cy	\$ 16.00	\$ 81,067
201	8" Lime-Treated Subgrade	9,880	sy	\$ 20.00	\$ 197,600
301	8" Concrete Pavement	9,120	sy	\$ 100.00	\$ 912,000
401	6' Concrete Sidewalk	13,680	sf	\$ 10.00	\$ 136,800
501	Curb & Gutter	4,560	lf	\$ 40.00	\$ 182,400
601	Topsoil	4,560	sy	\$ 10.00	\$ 45,600
701	Turn Lanes	393	sy	\$ 120.00	\$ 47,155
Paving Construction Cost Subtotal:					\$ 1,602,621

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 80,131
✓ Pavement Markings/Markers		3%	\$ 48,079
✓ Roadway Drainage	Standard Internal System	30%	\$ 480,786
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 80,131
✓ Sewer	Minor Adjustments	5%	\$ 80,131
✓ Landscaping and Irrigation		6%	\$ 96,157
✓ Illumination	Standard Illumination System	6%	\$ 96,157
Other:		\$0	\$ -
Allowance Subtotal:			\$ 961,573

**Allowances based on % of Paving Construction Cost Subtotal	
Paving and Allowance Subtotal:	\$ 2,564,194
Construction Contingency:	20% \$ 512,839
Mobilization	5% \$ 128,210
Prep ROW	5% \$ 128,210
Construction Cost TOTAL:	\$ 3,334,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,334,000
Engineering/Survey/Testing:		16%	\$ 533,440
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 333,400
Impact Fee Project Cost TOTAL:			\$ 4,201,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	10
Name:	W ROSAMOND PKWY (2)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	CR 374 to 1,170' W OF W CROSSING BLVD			
Impact Fee Class:	Major Arterial			
Length (lf):	4,520			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	20,089	cy	\$ 16.00	\$ 321,422
201	8" Lime-Treated Subgrade	39,173	sy	\$ 20.00	\$ 783,467
301	8" Concrete Pavement	36,160	sy	\$ 100.00	\$ 3,616,000
401	6' Concrete Sidewalk	54,240	sf	\$ 10.00	\$ 542,400
501	Curb & Gutter	18,080	lf	\$ 40.00	\$ 723,200
601	Topsoil	18,080	sy	\$ 10.00	\$ 180,800
701	Turn Lanes	1,558	sy	\$ 120.00	\$ 186,964
Paving Construction Cost Subtotal:					\$ 6,354,253

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 190,628
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,906,276
✓ Special Drainage Structures	Minor Stream Crossing (2)	-	\$ 500,000
✓ Water	Minor Adjustments	5%	\$ 317,713
✓ Sewer	Minor Adjustments	5%	\$ 317,713
✓ Landscaping and Irrigation		6%	\$ 381,255
✓ Illumination	Standard Illumination System	6%	\$ 381,255
Other:		\$0	\$ -
Allowance Subtotal:			\$ 3,994,839

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 10,349,091
Construction Contingency:	20% \$ 2,069,818
Mobilization	5% \$ 517,455
Prep ROW	1% \$ 103,491
Construction Cost TOTAL:	\$ 13,040,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 13,040,000
Engineering/Survey/Testing:		16%	\$ 2,086,400
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 2,608,000
Impact Fee Project Cost TOTAL:			\$ 17,734,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 11
Name:	W ROSAMOND PKWY (3)	This project consists of the construction of the additional four lanes of the ultimate six-lane divided arterial.	
Limits:	1,170' W OF W CROSSING BLVD to LANGDON DR		
Impact Fee Class:	Major Arterial (2/3)		
Length (lf):	2,810		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Roadway Excavation	8,430	cy	\$ 16.00	\$ 134,880
208	8" Lime-Treated Subgrade	16,392	sy	\$ 20.00	\$ 327,833
308	8" Concrete Pavement	14,987	sy	\$ 100.00	\$ 1,498,667
408	6' Concrete Sidewalk	16,860	sf	\$ 10.00	\$ 168,600
508	Curb & Gutter	8,430	lf	\$ 40.00	\$ 337,200
608	Topsoil	8,118	sy	\$ 10.00	\$ 81,178
708	Turn Lanes	880	sy	\$ 120.00	\$ 105,588
Paving Construction Cost Subtotal:					\$ 2,653,946
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 132,697
✓	Pavement Markings/Markers			3%	\$ 79,618
	Roadway Drainage	None Anticipated		0%	\$ -
✓	Special Drainage Structures	Major Stream Crossing		-	\$ 500,000
	Water	None Anticipated		0%	\$ -
	Sewer	None Anticipated		0%	\$ -
✓	Landscaping and Irrigation			6%	\$ 159,237
	Illumination	None Anticipated		0%	\$ -
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 871,552
				Paving and Allowance Subtotal:	\$ 3,525,498
				Construction Contingency:	20% \$ 705,100
				Mobilization	5% \$ 176,275
				Prep ROW	5% \$ 176,275
				Construction Cost TOTAL:	\$ 4,584,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,584,000
Engineering/Survey/Testing:		16%	\$ 733,440
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 5,317,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No. 12
Name:	W ROSAMOND PKWY (4)	This project consists of the construction of the additional two lanes of the ultimate six-lane divided arterial.	
Limits:	LANGDON DR to 740' E OF LANGDON DR		
Impact Fee Class:	Major Arterial (1/3)		
Length (lf):	740		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Roadway Excavation	1,151	cy	\$ 16.00	\$ 18,418
207	8" Lime-Treated Subgrade	2,220	sy	\$ 20.00	\$ 44,400
307	8" Concrete Pavement	1,973	sy	\$ 100.00	\$ 197,333
407	6' Concrete Sidewalk	0	sf	\$ 10.00	\$ -
507	Curb & Gutter	1,480	lf	\$ 40.00	\$ 59,200
607	Topsoil	0	sy	\$ 10.00	\$ -
707	Turn Lanes	164	sy	\$ 120.00	\$ 19,621
Paving Construction Cost Subtotal:					\$ 338,972

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 16,949
✓ Pavement Markings/Markers		3%	\$ 10,169
Roadway Drainage	None Anticipated	0%	\$ -
✓ Special Drainage Structures	Major Stream Crossing	-	\$ 500,000
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 20,338
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 547,456

**Allowances based on % of Paving Construction Cost Subtotal	
Paving and Allowance Subtotal:	\$ 886,428
Construction Contingency:	20% \$ 177,286
Mobilization	5% \$ 44,321
Prep ROW	5% \$ 44,321
Construction Cost TOTAL:	\$ 1,153,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,153,000
Engineering/Survey/Testing:		16%	\$ 184,480
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 1,337,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 13
Name:	W ROSAMOND PKWY (5)	This project consists of the construction of the additional four lanes of the ultimate six-lane divided arterial.	
Limits:	740' E OF LANGDON DR to N POWELL PKWY		
Impact Fee Class:	Major Arterial (2/3)		
Length (lf):	1,190		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Roadway Excavation	3,570	cy	\$ 16.00	\$ 57,120
208	8" Lime-Treated Subgrade	6,942	sy	\$ 20.00	\$ 138,833
308	8" Concrete Pavement	6,347	sy	\$ 100.00	\$ 634,667
408	6' Concrete Sidewalk	7,140	sf	\$ 10.00	\$ 71,400
508	Curb & Gutter	3,570	lf	\$ 40.00	\$ 142,800
608	Topsoil	3,438	sy	\$ 10.00	\$ 34,378
708	Turn Lanes	373	sy	\$ 120.00	\$ 44,715
Paving Construction Cost Subtotal:					\$ 1,123,913

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 56,196
✓ Pavement Markings/Markers		3%	\$ 33,717
Roadway Drainage	None Anticipated	0%	-
Special Drainage Structures	None Anticipated	-	-
Water	None Anticipated	0%	-
Sewer	None Anticipated	0%	-
✓ Landscaping and Irrigation		6%	\$ 67,435
Illumination	None Anticipated	0%	-
Other:		\$0	-
Allowance Subtotal:			\$ 157,348

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,281,261
Construction Contingency: 20%	\$ 256,252
Mobilization: 5%	\$ 64,063
Prep ROW: 5%	\$ 64,063
Construction Cost TOTAL:	\$ 1,666,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,666,000
Engineering/Survey/Testing:		16%	\$ 266,560
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	-
Impact Fee Project Cost TOTAL:			\$ 1,933,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 14
Name:	ROLLINS RD (1)	This project consists of widening the existing facility to a three-lane undivided collector.	
Limits:	CR 374 to 615' W OF W CROSSING BLVD		
Impact Fee Class:	Minor Collector		
Length (lf):	5,355		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Roadway Excavation	12,495	cy	\$ 16.00	\$ 199,920
204	8" Lime-Treated Subgrade	24,395	sy	\$ 20.00	\$ 487,900
304	8" Concrete Pavement	22,610	sy	\$ 100.00	\$ 2,261,000
404	6' Concrete Sidewalk	64,260	sf	\$ 10.00	\$ 642,600
504	Curb & Gutter	10,710	lf	\$ 40.00	\$ 428,400
604	Topsoil	5,950	sy	\$ 10.00	\$ 59,500
704	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 4,079,320
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 203,966
✓	Pavement Markings/Markers			3%	\$ 122,380
✓	Roadway Drainage	Standard Internal System		30%	\$ 1,223,796
✓	Special Drainage Structures	Minor Stream Crossing (2)		-	\$ 500,000
✓	Water	Minor Adjustments		5%	\$ 203,966
✓	Sewer	Minor Adjustments		5%	\$ 203,966
✓	Landscaping and Irrigation			6%	\$ 244,759
✓	Illumination	Standard Illumination System		6%	\$ 244,759
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 2,947,592
				Paving and Allowance Subtotal:	\$ 7,026,912
				Construction Contingency:	20% \$ 1,405,382
				Mobilization	5% \$ 351,346
				Prep ROW	5% \$ 351,346
				Construction Cost TOTAL:	\$ 9,135,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 9,135,000
Engineering/Survey/Testing:		16%	\$ 1,461,600
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 913,500
Impact Fee Project Cost TOTAL:			\$ 11,510,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 15
Name:	ROLLINS RD (2)	This project consists of the construction of a new three-lane undivided collector.	
Limits:	615' W OF W CROSSING BLVD to W CROSSING BLVD		
Impact Fee Class:	Minor Collector		
Length (lf):	615		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Roadway Excavation	1,435	cy	\$ 16.00	\$ 22,960
204	8" Lime-Treated Subgrade	2,802	sy	\$ 20.00	\$ 56,033
304	8" Concrete Pavement	2,597	sy	\$ 100.00	\$ 259,667
404	6' Concrete Sidewalk	7,380	sf	\$ 10.00	\$ 73,800
504	Curb & Gutter	1,230	lf	\$ 40.00	\$ 49,200
604	Topsoil	683	sy	\$ 10.00	\$ 6,833
704	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 468,493
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
	Traffic Control	None Anticipated		0%	\$ -
✓	Pavement Markings/Markers			3%	\$ 14,055
✓	Roadway Drainage	Standard Internal System		30%	\$ 140,548
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 23,425
✓	Sewer	Minor Adjustments		5%	\$ 23,425
✓	Landscaping and Irrigation			6%	\$ 28,110
✓	Illumination	Standard Illumination System		6%	\$ 28,110
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 257,671
				Paving and Allowance Subtotal:	\$ 726,165
				Construction Contingency:	20% \$ 145,233
				Mobilization	5% \$ 36,308
				Prep ROW	1% \$ 7,262
				Construction Cost TOTAL:	\$ 915,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 915,000
Engineering/Survey/Testing:		16%	\$ 146,400
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 183,000
Impact Fee Project Cost TOTAL:			\$ 1,244,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	16
Name:	HACKBERRY DR (1)	This project consists of the construction of a new four-lane divided arterial.		
Limits:	CR 374 to 1,365' W OF N FERGUSON PKWY			
Impact Fee Class:	Minor Arterial			
Length (lf):	2,870			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	8,929	cy	\$ 16.00	\$ 142,862
202	8" Lime-Treated Subgrade	17,220	sy	\$ 20.00	\$ 344,400
302	8" Concrete Pavement	15,307	sy	\$ 100.00	\$ 1,530,667
402	6' Concrete Sidewalk	34,440	sf	\$ 10.00	\$ 344,400
502	Curb & Gutter	11,480	lf	\$ 40.00	\$ 459,200
602	Topsoil	9,567	sy	\$ 10.00	\$ 95,667
702	Turn Lanes	968	sy	\$ 120.00	\$ 116,105
Paving Construction Cost Subtotal:					\$ 3,033,300

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 90,999
✓ Roadway Drainage	Standard Internal System	30%	\$ 909,990
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 151,665
✓ Sewer	Minor Adjustments	5%	\$ 151,665
✓ Landscaping and Irrigation		6%	\$ 181,998
✓ Illumination	Standard Illumination System	6%	\$ 181,998
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,918,315
Paving and Allowance Subtotal:			\$ 4,951,615
Construction Contingency:			20% \$ 990,323
Mobilization			5% \$ 247,581
Prep ROW			1% \$ 49,516
Construction Cost TOTAL:			\$ 6,240,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,240,000
Engineering/Survey/Testing:		16%	\$ 998,400
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,248,000
Impact Fee Project Cost TOTAL:			\$ 8,486,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No. 17
Name:	HACKBERRY DR (2)	This project consists of the construction of the additional two lanes of the ultimate four-lane divided arterial.	
Limits:	1,365' W OF N FERGUSON PKWY to N FERGUSON PKWY		
Impact Fee Class:	Minor Arterial (1/2)		
Length (lf):	1,365		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
109	Unclassified Roadway Excavation	2,123	cy	\$ 16.00	\$ 33,973
209	8" Lime-Treated Subgrade	4,095	sy	\$ 20.00	\$ 81,900
309	8" Concrete Pavement	3,640	sy	\$ 100.00	\$ 364,000
409	6' Concrete Sidewalk	8,190	sf	\$ 10.00	\$ 81,900
509	Curb & Gutter	2,730	lf	\$ 40.00	\$ 109,200
609	Topsoil	3,337	sy	\$ 10.00	\$ 33,367
709	Turn Lanes	417	sy	\$ 120.00	\$ 50,050
Paving Construction Cost Subtotal:					\$ 754,390
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 37,720
✓	Pavement Markings/Markers			3%	\$ 22,632
	Roadway Drainage	None Anticipated		0%	\$ -
	Special Drainage Structures	None Anticipated		-	\$ -
	Water	None Anticipated		0%	\$ -
	Sewer	None Anticipated		0%	\$ -
✓	Landscaping and Irrigation			6%	\$ 45,263
	Illumination	None Anticipated		0%	\$ -
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 105,615
Paving and Allowance Subtotal:					\$ 860,005
Construction Contingency:				20%	\$ 172,001
Mobilization				5%	\$ 43,000
Prep ROW				5%	\$ 43,000
Construction Cost TOTAL:					\$ 1,119,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,119,000
Engineering/Survey/Testing:		16%	\$ 179,040
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 1,298,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 18
Name:	HACKBERRY LN (1)	This project consists of widening the existing facility to a four-lane divided arterial.	
Limits:	640' W OF N JAMES ST to N POWELL PKWY		
Impact Fee Class:	Minor Arterial		
Length (lf):	970		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	3,018	cy	\$ 16.00	\$ 48,284
202	8" Lime-Treated Subgrade	5,820	sy	\$ 20.00	\$ 116,400
302	8" Concrete Pavement	5,173	sy	\$ 100.00	\$ 517,333
402	6' Concrete Sidewalk	11,640	sf	\$ 10.00	\$ 116,400
502	Curb & Gutter	3,880	lf	\$ 40.00	\$ 155,200
602	Topsoil	3,233	sy	\$ 10.00	\$ 32,333
702	Turn Lanes	327	sy	\$ 120.00	\$ 39,241
Paving Construction Cost Subtotal:					\$ 1,025,192

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 51,260
✓ Pavement Markings/Markers		3%	\$ 30,756
✓ Roadway Drainage	Standard Internal System	30%	\$ 307,558
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 51,260
✓ Sewer	Minor Adjustments	5%	\$ 51,260
✓ Landscaping and Irrigation		6%	\$ 61,512
✓ Illumination	Standard Illumination System	6%	\$ 61,512
Other:		\$0	\$ -
Allowance Subtotal:			\$ 615,115

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,640,307
Construction Contingency:	20% \$ 328,061
Mobilization	5% \$ 82,015
Prep ROW	5% \$ 82,015
Construction Cost TOTAL:	\$ 2,133,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,133,000
Engineering/Survey/Testing:		16%	\$ 341,280
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 213,300
Impact Fee Project Cost TOTAL:			\$ 2,688,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 19
Name:	W 2ND ST (1)	This project consists of widening the existing facility to a two-lane undivided Downtown street.	
Limits:	340' W OF N JAMES DR to N POWELL PKWY		
Impact Fee Class:	Downtown Type B		
Length (lf):	665		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,256	cy	\$ 16.00	\$ 20,098
205	8" Lime-Treated Subgrade	2,438	sy	\$ 20.00	\$ 48,767
305	8" Concrete Pavement	2,217	sy	\$ 100.00	\$ 221,667
405	6' Concrete Sidewalk	7,980	sf	\$ 10.00	\$ 79,800
505	Curb & Gutter	1,330	lf	\$ 40.00	\$ 53,200
605	Topsoil	591	sy	\$ 10.00	\$ 5,911
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 429,442
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 21,472
✓	Pavement Markings/Markers			3%	\$ 12,883
✓	Roadway Drainage	Standard Internal System		30%	\$ 128,833
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 21,472
✓	Sewer	Minor Adjustments		5%	\$ 21,472
✓	Landscaping and Irrigation			6%	\$ 25,767
✓	Illumination	Standard Illumination System		6%	\$ 25,767
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 257,665
				Paving and Allowance Subtotal:	\$ 687,108
				Construction Contingency:	20% \$ 137,422
				Mobilization	5% \$ 34,355
				Prep ROW	5% \$ 34,355
				Construction Cost TOTAL:	\$ 894,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 894,000
Engineering/Survey/Testing:		16%	\$ 143,040
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 89,400
Impact Fee Project Cost TOTAL:			\$ 1,126,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No.	20
Name:	W 3RD ST (1)	This project consists of widening the existing facility to a two-lane undivided Downtown street.		
Limits:	HARPER DR to N POWELL PKWY			
Impact Fee Class:	Downtown Type B			
Length (lf):	585			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,105	cy	\$ 16.00	\$ 17,680
205	8" Lime-Treated Subgrade	2,145	sy	\$ 20.00	\$ 42,900
305	8" Concrete Pavement	1,950	sy	\$ 100.00	\$ 195,000
405	6' Concrete Sidewalk	7,020	sf	\$ 10.00	\$ 70,200
505	Curb & Gutter	1,170	lf	\$ 40.00	\$ 46,800
605	Topsoil	520	sy	\$ 10.00	\$ 5,200
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 377,780

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 18,889
✓ Pavement Markings/Markers		3%	\$ 11,333
✓ Roadway Drainage	Standard Internal System	30%	\$ 113,334
✓ Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 18,889
✓ Sewer	Minor Adjustments	5%	\$ 18,889
✓ Landscaping and Irrigation		6%	\$ 22,667
✓ Illumination	Standard Illumination System	6%	\$ 22,667
Other:		\$0	\$ -
Allowance Subtotal:			\$ 226,668

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 604,448
Construction Contingency: 20%	\$ 120,890
Mobilization: 5%	\$ 30,222
Prep ROW: 5%	\$ 30,222
Construction Cost TOTAL:	\$ 786,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 786,000
Engineering/Survey/Testing:		16%	\$ 125,760
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 78,600
Impact Fee Project Cost TOTAL:			\$ 990,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 21
Name:	HARPER DR	This project consists of widening the existing facility to a two-lane undivided Downtown street.	
Limits:	W 3RD ST to N JAMES DR		
Impact Fee Class:	Downtown Type B		
Length (lf):	565		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,067	cy	\$ 16.00	\$ 17,076
205	8" Lime-Treated Subgrade	2,072	sy	\$ 20.00	\$ 41,433
305	8" Concrete Pavement	1,883	sy	\$ 100.00	\$ 188,333
405	6' Concrete Sidewalk	6,780	sf	\$ 10.00	\$ 67,800
505	Curb & Gutter	1,130	lf	\$ 40.00	\$ 45,200
605	Topsoil	502	sy	\$ 10.00	\$ 5,022
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 364,864

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 18,243
✓ Pavement Markings/Markers		3%	\$ 10,946
✓ Roadway Drainage	Standard Internal System	30%	\$ 109,459
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 18,243
✓ Sewer	Minor Adjustments	5%	\$ 18,243
✓ Landscaping and Irrigation		6%	\$ 21,892
✓ Illumination	Standard Illumination System	6%	\$ 21,892
Other:		\$0	\$ -
Allowance Subtotal:			\$ 218,919

**Allowances based on % of Paving Construction Cost Subtotal	
Paving and Allowance Subtotal:	\$ 583,783
Construction Contingency:	20% \$ 116,757
Mobilization	5% \$ 29,189
Prep ROW	5% \$ 29,189
Construction Cost TOTAL:	\$ 759,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 759,000
Engineering/Survey/Testing:		16%	\$ 121,440
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 75,900
Impact Fee Project Cost TOTAL:			\$ 956,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	22
Name:	W 5TH ST (1)	This project consists of the construction of a new two-lane undivided Downtown street.		
Limits:	215' W OF S JAMES DR to S JAMES DR			
Impact Fee Class:	Downtown Type B			
Length (lf):	215			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	406	cy	\$ 16.00	\$ 6,498
205	8" Lime-Treated Subgrade	788	sy	\$ 20.00	\$ 15,767
305	8" Concrete Pavement	717	sy	\$ 100.00	\$ 71,667
405	6' Concrete Sidewalk	2,580	sf	\$ 10.00	\$ 25,800
505	Curb & Gutter	430	lf	\$ 40.00	\$ 17,200
605	Topsoil	191	sy	\$ 10.00	\$ 1,911
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 138,842
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
	Traffic Control	None Anticipated		0%	\$ -
✓	Pavement Markings/Markers			3%	\$ 4,165
✓	Roadway Drainage	Standard Internal System		30%	\$ 41,653
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 6,942
✓	Sewer	Minor Adjustments		5%	\$ 6,942
✓	Landscaping and Irrigation			6%	\$ 8,331
✓	Illumination	Standard Illumination System		6%	\$ 8,331
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 76,363
				Paving and Allowance Subtotal:	\$ 215,205
				Construction Contingency:	20% \$ 43,041
				Mobilization	5% \$ 10,760
				Prep ROW	1% \$ 2,152
				Construction Cost TOTAL:	\$ 272,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 272,000
Engineering/Survey/Testing:		16%	\$ 43,520
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 54,400
Impact Fee Project Cost TOTAL:			\$ 370,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No. 23
Name:	W 5TH ST (2)	This project consists of widening the existing facility to a two-lane undivided Downtown street.	
Limits:	S JAMES DR to S POWELL PKWY		
Impact Fee Class:	Downtown Type B		
Length (lf):	305		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	576	cy	\$ 16.00	\$ 9,218
205	8" Lime-Treated Subgrade	1,118	sy	\$ 20.00	\$ 22,367
305	8" Concrete Pavement	1,017	sy	\$ 100.00	\$ 101,667
405	6' Concrete Sidewalk	3,660	sf	\$ 10.00	\$ 36,600
505	Curb & Gutter	610	lf	\$ 40.00	\$ 24,400
605	Topsoil	271	sy	\$ 10.00	\$ 2,711
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 196,962
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 9,848
✓	Pavement Markings/Markers			3%	\$ 5,909
✓	Roadway Drainage	Standard Internal System		30%	\$ 59,089
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 9,848
✓	Sewer	Minor Adjustments		5%	\$ 9,848
✓	Landscaping and Irrigation			6%	\$ 11,818
✓	Illumination	Standard Illumination System		6%	\$ 11,818
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 118,177
				Paving and Allowance Subtotal:	\$ 315,140
				Construction Contingency:	20% \$ 63,028
				Mobilization	5% \$ 15,757
				Prep ROW	5% \$ 15,757
				Construction Cost TOTAL:	\$ 410,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 410,000
Engineering/Survey/Testing:		16%	\$ 65,600
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 41,000
Impact Fee Project Cost TOTAL:			\$ 517,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	24
Name:	FM 455 (1)	This project consists of widening the existing facility to a six-lane divided TxDOT arterial.		
Limits:	1,330' W OF FM 3356 to 140' W OF CR 289			
Impact Fee Class:	Major Arterial			
Length (lf):	6,770			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	30,089	cy	\$ 16.00	\$ 481,422
201	8" Lime-Treated Subgrade	58,673	sy	\$ 20.00	\$ 1,173,467
301	8" Concrete Pavement	54,160	sy	\$ 100.00	\$ 5,416,000
401	6' Concrete Sidewalk	81,240	sf	\$ 10.00	\$ 812,400
501	Curb & Gutter	27,080	lf	\$ 40.00	\$ 1,083,200
601	Topsoil	27,080	sy	\$ 10.00	\$ 270,800
701	Turn Lanes	2,334	sy	\$ 120.00	\$ 280,032
Paving Construction Cost Subtotal:					\$ 9,517,321

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 475,866
✓ Pavement Markings/Markers		3%	\$ 285,520
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,855,196
✓ Special Drainage Structures	Bridge Crossing (4)	-	\$ 2,500,000
✓ Water	Minor Adjustments	5%	\$ 475,866
✓ Sewer	Minor Adjustments	5%	\$ 475,866
✓ Landscaping and Irrigation		6%	\$ 571,039
✓ Illumination	Standard Illumination System	6%	\$ 571,039
Other:		\$0	\$ -
Allowance Subtotal:			\$ 8,210,392

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 17,727,713
Construction Contingency:	20% \$ 3,545,543
Mobilization	5% \$ 886,386
Prep ROW	5% \$ 886,386
Construction Cost TOTAL:	\$ 23,047,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 23,047,000
Engineering/Survey/Testing:		16%	\$ 3,687,520
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 5,347,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	25
Name:	FM 455 (2)	This project consists of widening the existing facility to a six-lane divided TxDOT arterial.		
Limits:	80' S OF FM 290 to 180' N OF COWAN RD			
Impact Fee Class:	Major Arterial			
Length (lf):	4,400			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	19,556	cy	\$ 16.00	\$ 312,889
201	8" Lime-Treated Subgrade	38,133	sy	\$ 20.00	\$ 762,667
301	8" Concrete Pavement	35,200	sy	\$ 100.00	\$ 3,520,000
401	6' Concrete Sidewalk	52,800	sf	\$ 10.00	\$ 528,000
501	Curb & Gutter	17,600	lf	\$ 40.00	\$ 704,000
601	Topsoil	17,600	sy	\$ 10.00	\$ 176,000
701	Turn Lanes	1,517	sy	\$ 120.00	\$ 182,000
Paving Construction Cost Subtotal:					\$ 6,185,556

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 309,278
✓ Pavement Markings/Markers		3%	\$ 185,567
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,855,667
✓ Special Drainage Structures	Major Stream Crossing (3)	-	\$ 1,500,000
✓ Water	Minor Adjustments	5%	\$ 309,278
✓ Sewer	Minor Adjustments	5%	\$ 309,278
✓ Landscaping and Irrigation		6%	\$ 371,133
✓ Illumination	Standard Illumination System	6%	\$ 371,133
Other:		\$0	\$ -
Allowance Subtotal:			\$ 5,211,333

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 11,396,889
Construction Contingency:	20% \$ 2,279,378
Mobilization	5% \$ 569,844
Prep ROW	5% \$ 569,844
Construction Cost TOTAL:	\$ 14,816,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 14,816,000
Engineering/Survey/Testing:		16%	\$ 2,370,560
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 3,437,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	26
Name:	FM 455 (3)	This project consists of widening the existing facility to a six-lane divided TxDOT arterial.		
Limits:	180' E OF COWAN RD to W WHITE ST			
Impact Fee Class:	Major Arterial			
Length (lf):	6,400			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	28,444	cy	\$ 16.00	\$ 455,111
201	8" Lime-Treated Subgrade	55,467	sy	\$ 20.00	\$ 1,109,333
301	8" Concrete Pavement	51,200	sy	\$ 100.00	\$ 5,120,000
401	6' Concrete Sidewalk	76,800	sf	\$ 10.00	\$ 768,000
501	Curb & Gutter	25,600	lf	\$ 40.00	\$ 1,024,000
601	Topsoil	25,600	sy	\$ 10.00	\$ 256,000
701	Turn Lanes	2,206	sy	\$ 120.00	\$ 264,727
Paving Construction Cost Subtotal:					\$ 8,997,172

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 449,859
✓ Pavement Markings/Markers		3%	\$ 269,915
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,699,152
✓ Special Drainage Structures	Minor Stream Crossing (3), Major Stream Crossing, Bridge Crossing	-	\$ 2,250,000
✓ Water	Minor Adjustments	5%	\$ 449,859
✓ Sewer	Minor Adjustments	5%	\$ 449,859
✓ Landscaping and Irrigation		6%	\$ 539,830
✓ Illumination	Standard Illumination System	6%	\$ 539,830
Other:		\$0	\$ -
Allowance Subtotal:			\$ 7,648,303

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 16,645,475
Construction Contingency: 20%	\$ 3,329,095
Mobilization: 5%	\$ 832,274
Prep ROW: 5%	\$ 832,274
Construction Cost TOTAL:	\$ 21,640,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 21,640,000
Engineering/Survey/Testing:		16%	\$ 3,462,400
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 5,020,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 27
Name:	W WHITE ST (1)	This project consists of widening the existing facility to a six-lane divided TxDOT arterial.	
Limits:	FM 455 to CR 286		
Impact Fee Class:	Major Arterial		
Length (lf):	2,700		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	12,000	cy	\$ 16.00	\$ 192,000
201	8" Lime-Treated Subgrade	23,400	sy	\$ 20.00	\$ 468,000
301	8" Concrete Pavement	21,600	sy	\$ 100.00	\$ 2,160,000
401	6' Concrete Sidewalk	32,400	sf	\$ 10.00	\$ 324,000
501	Curb & Gutter	10,800	lf	\$ 40.00	\$ 432,000
601	Topsoil	10,800	sy	\$ 10.00	\$ 108,000
701	Turn Lanes	931	sy	\$ 120.00	\$ 111,682
Paving Construction Cost Subtotal:					\$ 3,795,682

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 189,784
✓ Pavement Markings/Markers		3%	\$ 113,870
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,138,705
✓ Special Drainage Structures	Major Stream Crossing	-	\$ 500,000
✓ Water	Minor Adjustments	5%	\$ 189,784
✓ Sewer	Minor Adjustments	5%	\$ 189,784
✓ Landscaping and Irrigation		6%	\$ 227,741
✓ Illumination	Standard Illumination System	6%	\$ 227,741
Other:		\$0	\$ -
Allowance Subtotal:			\$ 2,777,409

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 6,573,091
Construction Contingency:	20% \$ 1,314,618
Mobilization	5% \$ 328,655
Prep ROW	5% \$ 328,655
Construction Cost TOTAL:	\$ 8,546,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 8,546,000
Engineering/Survey/Testing:		16%	\$ 1,367,360
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 1,983,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	28
Name:	W WHITE ST (2)	This project consists of the construction of the additional two lanes of the ultimate six-lane divided TxDOT arterial.		
Limits:	CR 286 to CENTRAL EXPRESSWAY SB			
Impact Fee Class:	Major Arterial (1/3)			
Length (lf):	1,430			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Roadway Excavation	2,224	cy	\$ 16.00	\$ 35,591
207	8" Lime-Treated Subgrade	4,290	sy	\$ 20.00	\$ 85,800
307	8" Concrete Pavement	3,813	sy	\$ 100.00	\$ 381,333
407	6' Concrete Sidewalk	0	sf	\$ 10.00	\$ -
507	Curb & Gutter	2,860	lf	\$ 40.00	\$ 114,400
607	Topsoil	0	sy	\$ 10.00	\$ -
707	Turn Lanes	316	sy	\$ 120.00	\$ 37,917
Paving Construction Cost Subtotal:					\$ 655,041

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 32,752
✓ Pavement Markings/Markers		3%	\$ 19,651
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 39,302
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 91,706

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 746,747
Construction Contingency: 20%	\$ 149,349
Mobilization: 5%	\$ 37,337
Prep ROW: 5%	\$ 37,337
Construction Cost TOTAL:	\$ 971,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 971,000
Engineering/Survey/Testing:		16%	\$ 155,360
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 225,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	29
Name:	W WHITE ST (3)	This project consists of the construction of the additional two lanes of the ultimate six-lane divided TxDOT arterial.		
Limits:	CENTRAL EXPRESSWAY NB to S POWELL PKWY			
Impact Fee Class:	Major Arterial (1/3)			
Length (lf):	10,435			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Roadway Excavation	16,232	cy	\$ 16.00	\$ 259,716
207	8" Lime-Treated Subgrade	31,305	sy	\$ 20.00	\$ 626,100
307	8" Concrete Pavement	27,827	sy	\$ 100.00	\$ 2,782,667
407	6' Concrete Sidewalk	0	sf	\$ 10.00	\$ -
507	Curb & Gutter	20,870	lf	\$ 40.00	\$ 834,800
607	Topsoil	0	sy	\$ 10.00	\$ -
707	Turn Lanes	2,306	sy	\$ 120.00	\$ 276,686
Paving Construction Cost Subtotal:					\$ 4,779,968

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 238,998
✓ Pavement Markings/Markers		3%	\$ 143,399
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 286,798
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 669,195

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 5,449,163
Construction Contingency:	20% \$ 1,089,833
Mobilization	5% \$ 272,458
Prep ROW	5% \$ 272,458
Construction Cost TOTAL:	\$ 7,084,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 7,084,000
Engineering/Survey/Testing:		16%	\$ 1,133,440
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 1,643,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	30
Name:	CR 284 (1)	This project consists of the construction of a new four-lane undivided collector.		
Limits:	2,860' W OF CR 286 to 415' E OF CR 286			
Impact Fee Class:	Major Collector			
Length (lf):	3,275			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	9,461	cy	\$ 16.00	\$ 151,378
203	8" Lime-Treated Subgrade	18,558	sy	\$ 20.00	\$ 371,167
303	8" Concrete Pavement	17,467	sy	\$ 100.00	\$ 1,746,667
403	6' Concrete Sidewalk	39,300	sf	\$ 10.00	\$ 393,000
503	Curb & Gutter	6,550	lf	\$ 40.00	\$ 262,000
603	Topsoil	7,278	sy	\$ 10.00	\$ 72,778
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 2,996,989

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 89,910
✓ Roadway Drainage	Standard Internal System	30%	\$ 899,097
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 149,849
✓ Sewer	Minor Adjustments	5%	\$ 149,849
✓ Landscaping and Irrigation		6%	\$ 179,819
✓ Illumination	Standard Illumination System	6%	\$ 179,819
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,648,344

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 4,645,333
Construction Contingency:	20% \$ 929,067
Mobilization	5% \$ 232,267
Prep ROW	1% \$ 46,453
Construction Cost TOTAL:	\$ 5,854,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,854,000
Engineering/Survey/Testing:		16%	\$ 936,640
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,170,800
Impact Fee Project Cost TOTAL:			\$ 7,961,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 31
Name:	CR 284 (2)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	1,905' W OF CENTRAL EXPRESSWAY SB to 610' W OF CENTRAL EXPRESSWAY SB		
Impact Fee Class:	Major Collector		
Length (lf):	1,295		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	3,741	cy	\$ 16.00	\$ 59,858
203	8" Lime-Treated Subgrade	7,338	sy	\$ 20.00	\$ 146,767
303	8" Concrete Pavement	6,907	sy	\$ 100.00	\$ 690,667
403	6' Concrete Sidewalk	15,540	sf	\$ 10.00	\$ 155,400
503	Curb & Gutter	2,590	lf	\$ 40.00	\$ 103,600
603	Topsoil	2,878	sy	\$ 10.00	\$ 28,778
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,185,069

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 59,253
✓ Pavement Markings/Markers		3%	\$ 35,552
✓ Roadway Drainage	Standard Internal System	30%	\$ 355,521
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 59,253
✓ Sewer	Minor Adjustments	5%	\$ 59,253
✓ Landscaping and Irrigation		6%	\$ 71,104
✓ Illumination	Standard Illumination System	6%	\$ 71,104
Other:		\$0	\$ -
Allowance Subtotal:			\$ 961,041

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,146,110
Construction Contingency:	20% \$ 429,222
Mobilization	5% \$ 107,306
Prep ROW	5% \$ 107,306
Construction Cost TOTAL:	\$ 2,790,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,790,000
Engineering/Survey/Testing:		16%	\$ 446,400
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 279,000
Impact Fee Project Cost TOTAL:			\$ 3,515,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	32
Name:	CR 284 (3)	This project consists of the construction of a new four-lane undivided collector.		
Limits:	610' W OF CENTRAL EXPRESSWAY SB to CENTRAL EXPRESSWAY NB			
Impact Fee Class:	Major Collector			
Length (lf):	930			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	2,687	cy	\$ 16.00	\$ 42,987
203	8" Lime-Treated Subgrade	5,270	sy	\$ 20.00	\$ 105,400
303	8" Concrete Pavement	4,960	sy	\$ 100.00	\$ 496,000
403	6' Concrete Sidewalk	11,160	sf	\$ 10.00	\$ 111,600
503	Curb & Gutter	1,860	lf	\$ 40.00	\$ 74,400
603	Topsoil	2,067	sy	\$ 10.00	\$ 20,667
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 851,053

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 25,532
✓ Roadway Drainage	Standard Internal System	30%	\$ 255,316
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 42,553
✓ Sewer	Minor Adjustments	5%	\$ 42,553
✓ Landscaping and Irrigation		6%	\$ 51,063
✓ Illumination	Standard Illumination System	6%	\$ 51,063
✓ Other:	Grade Separated Crossing	\$1,500,000	\$ 1,500,000
Allowance Subtotal:			\$ 1,968,079

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,819,133
Construction Contingency:	20% \$ 563,827
Mobilization	5% \$ 140,957
Prep ROW	1% \$ 28,191
Construction Cost TOTAL:	\$ 3,553,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,553,000
Engineering/Survey/Testing:		16%	\$ 568,480
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 710,600
Impact Fee Project Cost TOTAL:			\$ 4,832,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 33
Name:	TAYLOR BLVD (1)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	CENTRAL EXPRESSWAY NB to 3,775' E OF CENTRAL EXPRESSWAY NB		
Impact Fee Class:	Major Collector		
Length (lf):	3,775		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	10,906	cy	\$ 16.00	\$ 174,489
203	8" Lime-Treated Subgrade	21,392	sy	\$ 20.00	\$ 427,833
303	8" Concrete Pavement	20,133	sy	\$ 100.00	\$ 2,013,333
403	6' Concrete Sidewalk	45,300	sf	\$ 10.00	\$ 453,000
503	Curb & Gutter	7,550	lf	\$ 40.00	\$ 302,000
603	Topsoil	8,389	sy	\$ 10.00	\$ 83,889
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 3,454,544

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 172,727
✓ Pavement Markings/Markers		3%	\$ 103,636
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,036,363
✓ Special Drainage Structures	Minor Stream Crossing (2), Bridge Crossing	-	\$ 1,500,000
✓ Water	Minor Adjustments	5%	\$ 172,727
✓ Sewer	Minor Adjustments	5%	\$ 172,727
✓ Landscaping and Irrigation		6%	\$ 207,273
✓ Illumination	Standard Illumination System	6%	\$ 207,273
Other:		\$0	\$ -
Allowance Subtotal:			\$ 3,572,727

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 7,027,271
Construction Contingency:	20% \$ 1,405,454
Mobilization	5% \$ 351,364
Prep ROW	5% \$ 351,364
Construction Cost TOTAL:	\$ 9,136,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 9,136,000
Engineering/Survey/Testing:		16%	\$ 1,461,760
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 913,600
Impact Fee Project Cost TOTAL:			\$ 11,511,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 34
Name:	TAYLOR BLVD (2)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	3,775' E OF CENTRAL EXPRESSWAY NB to 4,600' E OF CENTRAL EXPRESSWAY NB		
Impact Fee Class:	Major Collector		
Length (lf):	825		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	2,383	cy	\$ 16.00	\$ 38,133
203	8" Lime-Treated Subgrade	4,675	sy	\$ 20.00	\$ 93,500
303	8" Concrete Pavement	4,400	sy	\$ 100.00	\$ 440,000
403	6' Concrete Sidewalk	9,900	sf	\$ 10.00	\$ 99,000
503	Curb & Gutter	1,650	lf	\$ 40.00	\$ 66,000
603	Topsoil	1,833	sy	\$ 10.00	\$ 18,333
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 754,967
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 37,748
✓	Pavement Markings/Markers			3%	\$ 22,649
✓	Roadway Drainage	Standard Internal System		30%	\$ 226,490
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 37,748
✓	Sewer	Minor Adjustments		5%	\$ 37,748
✓	Landscaping and Irrigation			6%	\$ 45,298
✓	Illumination	Standard Illumination System		6%	\$ 45,298
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 452,980
				Paving and Allowance Subtotal:	\$ 1,207,947
				Construction Contingency:	20% \$ 241,589
				Mobilization	5% \$ 60,397
				Prep ROW	5% \$ 60,397
				Construction Cost TOTAL:	\$ 1,571,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,571,000
Engineering/Survey/Testing:		16%	\$ 251,360
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 157,100
Impact Fee Project Cost TOTAL:			\$ 1,979,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 35
Name:	TAYLOR BLVD (3)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	4,600' E OF CENTRAL EXPRESSWAY NB to 4,825' E OF CENTRAL EXPRESSWAY NB		
Impact Fee Class:	Major Collector		
Length (lf):	225		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	650	cy	\$ 16.00	\$ 10,400
203	8" Lime-Treated Subgrade	1,275	sy	\$ 20.00	\$ 25,500
303	8" Concrete Pavement	1,200	sy	\$ 100.00	\$ 120,000
403	6' Concrete Sidewalk	2,700	sf	\$ 10.00	\$ 27,000
503	Curb & Gutter	450	lf	\$ 40.00	\$ 18,000
603	Topsoil	500	sy	\$ 10.00	\$ 5,000
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 205,900

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 10,295
✓ Pavement Markings/Markers		3%	\$ 6,177
✓ Roadway Drainage	Standard Internal System	30%	\$ 61,770
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 10,295
✓ Sewer	Minor Adjustments	5%	\$ 10,295
✓ Landscaping and Irrigation		6%	\$ 12,354
✓ Illumination	Standard Illumination System	6%	\$ 12,354
Other:		\$0	\$ -
Allowance Subtotal:			\$ 123,540

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 329,440
Construction Contingency:	20% \$ 65,888
Mobilization	5% \$ 16,472
Prep ROW	5% \$ 16,472
Construction Cost TOTAL:	\$ 429,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 429,000
Engineering/Survey/Testing:		16%	\$ 68,640
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 42,900
Impact Fee Project Cost TOTAL:			\$ 541,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	36
Name:	W FINLEY BLVD (1)	This project consists of the construction of a new four-lane divided collector. The costing assumes a four-lane divided ultimate section in continuity with the adjacent cross-sections.		
Limits:	S FERGUSON PKWY to 2,700' E OF S FERGUSON PKWY			
Impact Fee Class:	Minor Collector (4D)			
Length (lf):	2,700			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
111	Unclassified Roadway Excavation	8,400	cy	\$ 16.00	\$ 134,400
211	8" Lime-Treated Subgrade	16,200	sy	\$ 20.00	\$ 324,000
311	8" Concrete Pavement	14,400	sy	\$ 100.00	\$ 1,440,000
411	6' Concrete Sidewalk	32,400	sf	\$ 10.00	\$ 324,000
511	Curb & Gutter	10,800	lf	\$ 40.00	\$ 432,000
611	Topsoil	9,000	sy	\$ 10.00	\$ 90,000
711	Turn Lanes	910	sy	\$ 120.00	\$ 109,227
Paving Construction Cost Subtotal:					\$ 2,853,627

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 85,609
✓ Roadway Drainage	Standard Internal System	30%	\$ 856,088
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 142,681
✓ Sewer	Minor Adjustments	5%	\$ 142,681
✓ Landscaping and Irrigation		6%	\$ 171,218
✓ Illumination	Standard Illumination System	6%	\$ 171,218
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,569,495

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 4,423,122
Construction Contingency:	20% \$ 884,624
Mobilization	5% \$ 221,156
Prep ROW	1% \$ 44,231
Construction Cost TOTAL:	\$ 5,574,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,574,000
Engineering/Survey/Testing:		16%	\$ 891,840
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,114,800
Impact Fee Project Cost TOTAL:			\$ 7,581,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No. 37
Name:	W FINLEY BLVD (2)	This project consists of the construction of the additional two lanes of the four-lane collector. The costing assumes a four-lane divided ultimate section in continuity with the adjacent cross-sections.	
Limits:	2,700' E OF S FERGUSON PKWY to SILVER LEAF LN		
Impact Fee Class:	Minor Collector (4D) (1/2)		
Length (lf):	425		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
112	Unclassified Roadway Excavation	661	cy	\$ 16.00	\$ 10,578
212	8" Lime-Treated Subgrade	1,275	sy	\$ 20.00	\$ 25,500
312	8" Concrete Pavement	1,133	sy	\$ 100.00	\$ 113,333
412	6' Concrete Sidewalk	2,550	sf	\$ 10.00	\$ 25,500
512	Curb & Gutter	850	lf	\$ 40.00	\$ 34,000
612	Topsoil	1,039	sy	\$ 10.00	\$ 10,389
712	Turn Lanes	130	sy	\$ 120.00	\$ 15,583
Paving Construction Cost Subtotal:					\$ 234,883
Major Construction Component Allowances**:					
	Item Description	Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 11,744
✓	Pavement Markings/Markers			3%	\$ 7,047
	Roadway Drainage	None Anticipated		0%	\$ -
	Special Drainage Structures	None Anticipated		-	\$ -
	Water	None Anticipated		0%	\$ -
	Sewer	None Anticipated		0%	\$ -
✓	Landscaping and Irrigation			6%	\$ 14,093
	Illumination	None Anticipated		0%	\$ -
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 32,884
Paving and Allowance Subtotal:					\$ 267,767
Construction Contingency:				20%	\$ 53,553
Mobilization				5%	\$ 13,388
Prep ROW				5%	\$ 13,388
Construction Cost TOTAL:					\$ 349,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 349,000
Engineering/Survey/Testing:		16%	\$ 55,840
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 405,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	38
Name:	W FINLEY BLVD (3)	This project consists of the construction of a new four-lane divided collector. The costing assumes a four-lane divided ultimate section in continuity with the adjacent cross-sections.		
Limits:	SILVER LEAF LN to CR 423			
Impact Fee Class:	Minor Collector (4D)			
Length (lf):	1,610			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
111	Unclassified Roadway Excavation	5,009	cy	\$ 16.00	\$ 80,142
211	8" Lime-Treated Subgrade	9,660	sy	\$ 20.00	\$ 193,200
311	8" Concrete Pavement	8,587	sy	\$ 100.00	\$ 858,667
411	6' Concrete Sidewalk	19,320	sf	\$ 10.00	\$ 193,200
511	Curb & Gutter	6,440	lf	\$ 40.00	\$ 257,600
611	Topsoil	5,367	sy	\$ 10.00	\$ 53,667
711	Turn Lanes	543	sy	\$ 120.00	\$ 65,132
Paving Construction Cost Subtotal:					\$ 1,701,607

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 51,048
✓ Roadway Drainage	Standard Internal System	30%	\$ 510,482
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 85,080
✓ Sewer	Minor Adjustments	5%	\$ 85,080
✓ Landscaping and Irrigation		6%	\$ 102,096
✓ Illumination	Standard Illumination System	6%	\$ 102,096
Other:		\$0	\$ -
Allowance Subtotal:			\$ 935,884

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,637,491
Construction Contingency:	20% \$ 527,498
Mobilization	5% \$ 131,875
Prep ROW	1% \$ 26,375
Construction Cost TOTAL:	\$ 3,324,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,324,000
Engineering/Survey/Testing:		16%	\$ 531,840
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 664,800
Impact Fee Project Cost TOTAL:			\$ 4,521,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 39
Name:	W FINLEY BLVD (4)	This project consists of widening the existing facility to a three-lane undivided collector.	
Limits:	CR 423 to S POWELL PKWY		
Impact Fee Class:	Minor Collector		
Length (lf):	775		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Roadway Excavation	1,808	cy	\$ 16.00	\$ 28,933
204	8" Lime-Treated Subgrade	3,531	sy	\$ 20.00	\$ 70,611
304	8" Concrete Pavement	3,272	sy	\$ 100.00	\$ 327,222
404	6' Concrete Sidewalk	9,300	sf	\$ 10.00	\$ 93,000
504	Curb & Gutter	1,550	lf	\$ 40.00	\$ 62,000
604	Topsoil	861	sy	\$ 10.00	\$ 8,611
704	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 590,378
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 29,519
✓	Pavement Markings/Markers			3%	\$ 17,711
✓	Roadway Drainage	Standard Internal System		30%	\$ 177,113
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 29,519
✓	Sewer	Minor Adjustments		5%	\$ 29,519
✓	Landscaping and Irrigation			6%	\$ 35,423
✓	Illumination	Standard Illumination System		6%	\$ 35,423
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 354,227
					Paving and Allowance Subtotal: \$ 944,604
					Construction Contingency: 20% \$ 188,921
					Mobilization 5% \$ 47,230
					Prep ROW 5% \$ 47,230
					Construction Cost TOTAL: \$ 1,228,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,228,000
Engineering/Survey/Testing:		16%	\$ 196,480
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 122,800
Impact Fee Project Cost TOTAL:			\$ 1,547,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	40
Name:	W FOSTER CROSSING RD (1)	This project consists of widening the existing facility to a four-lane undivided collector.		
Limits:	3,740' W OF S FERGUSON PKWY to 1,780' W OF S FERGUSON PKWY			
Impact Fee Class:	Major Collector			
Length (lf):	1,960			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	5,662	cy	\$ 16.00	\$ 90,596
203	8" Lime-Treated Subgrade	11,107	sy	\$ 20.00	\$ 222,133
303	8" Concrete Pavement	10,453	sy	\$ 100.00	\$ 1,045,333
403	6' Concrete Sidewalk	23,520	sf	\$ 10.00	\$ 235,200
503	Curb & Gutter	3,920	lf	\$ 40.00	\$ 156,800
603	Topsoil	4,356	sy	\$ 10.00	\$ 43,556
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,793,618

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 89,681
✓ Pavement Markings/Markers		3%	\$ 53,809
✓ Roadway Drainage	Standard Internal System	30%	\$ 538,085
✓ Special Drainage Structures	Bridge Crossing	-	\$ 1,000,000
✓ Water	Minor Adjustments	5%	\$ 89,681
✓ Sewer	Minor Adjustments	5%	\$ 89,681
✓ Landscaping and Irrigation		6%	\$ 107,617
✓ Illumination	Standard Illumination System	6%	\$ 107,617
Other:		\$0	\$ -
Allowance Subtotal:			\$ 2,076,171

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 3,869,788
Construction Contingency:	20% \$ 773,958
Mobilization	5% \$ 193,489
Prep ROW	5% \$ 193,489
Construction Cost TOTAL:	\$ 5,031,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,031,000
Engineering/Survey/Testing:		16%	\$ 804,960
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 503,100
Impact Fee Project Cost TOTAL:			\$ 6,339,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 41
Name:	W FOSTER CROSSING RD (2)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	1,780' W OF S FERGUSON PKWY to S FERGUSON PKWY		
Impact Fee Class:	Major Collector		
Length (lf):	1,780		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	5,142	cy	\$ 16.00	\$ 82,276
203	8" Lime-Treated Subgrade	10,087	sy	\$ 20.00	\$ 201,733
303	8" Concrete Pavement	9,493	sy	\$ 100.00	\$ 949,333
403	6' Concrete Sidewalk	21,360	sf	\$ 10.00	\$ 213,600
503	Curb & Gutter	3,560	lf	\$ 40.00	\$ 142,400
603	Topsoil	3,956	sy	\$ 10.00	\$ 39,556
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,628,898

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 81,445
✓ Pavement Markings/Markers		3%	\$ 48,867
✓ Roadway Drainage	Standard Internal System	30%	\$ 488,669
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 81,445
✓ Sewer	Minor Adjustments	5%	\$ 81,445
✓ Landscaping and Irrigation		6%	\$ 97,734
✓ Illumination	Standard Illumination System	6%	\$ 97,734
Other:		\$0	\$ -
Allowance Subtotal:			\$ 977,339

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,606,236
Construction Contingency:	20% \$ 521,247
Mobilization	5% \$ 130,312
Prep ROW	5% \$ 130,312
Construction Cost TOTAL:	\$ 3,389,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,389,000
Engineering/Survey/Testing:		16%	\$ 542,240
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 338,900
Impact Fee Project Cost TOTAL:			\$ 4,270,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 42
Name:	W FOSTER CROSSING RD (3)	This project consists of the construction of the additional two lanes of the four-lane undivided collector.	
Limits:	1,095' E OF S FERGUSON PKWY to ASPEN DR		
Impact Fee Class:	Major Collector (1/2)		
Length (lf):	2,015		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
113	Unclassified Roadway Excavation	2,911	cy	\$ 16.00	\$ 46,569
213	8" Lime-Treated Subgrade	5,709	sy	\$ 20.00	\$ 114,183
313	8" Concrete Pavement	5,373	sy	\$ 100.00	\$ 537,333
413	6' Concrete Sidewalk	24,180	sf	\$ 10.00	\$ 241,800
513	Curb & Gutter	2,015	lf	\$ 40.00	\$ 80,600
613	Topsoil	2,239	sy	\$ 10.00	\$ 22,389
713	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,042,874

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 52,144
✓ Pavement Markings/Markers		3%	\$ 31,286
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 62,572
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 146,002

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,188,877
Construction Contingency:	20% \$ 237,775
Mobilization	5% \$ 59,444
Prep ROW	5% \$ 59,444
Construction Cost TOTAL:	\$ 1,546,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,546,000
Engineering/Survey/Testing:		16%	\$ 247,360
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 1,793,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No. 43
Name:	W FOSTER CROSSING RD (4)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	ASPEN DR to HIGHLAND RD		
Impact Fee Class:	Major Collector		
Length (lf):	1,010		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	2,918	cy	\$ 16.00	\$ 46,684
203	8" Lime-Treated Subgrade	5,723	sy	\$ 20.00	\$ 114,467
303	8" Concrete Pavement	5,387	sy	\$ 100.00	\$ 538,667
403	6' Concrete Sidewalk	12,120	sf	\$ 10.00	\$ 121,200
503	Curb & Gutter	2,020	lf	\$ 40.00	\$ 80,800
603	Topsoil	2,244	sy	\$ 10.00	\$ 22,444
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 924,262

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 46,213
✓ Pavement Markings/Markers		3%	\$ 27,728
✓ Roadway Drainage	Standard Internal System	30%	\$ 277,279
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 46,213
✓ Sewer	Minor Adjustments	5%	\$ 46,213
✓ Landscaping and Irrigation		6%	\$ 55,456
✓ Illumination	Standard Illumination System	6%	\$ 55,456
Other:		\$0	\$ -
Allowance Subtotal:			\$ 554,557

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,478,820
Construction Contingency:	20% \$ 295,764
Mobilization	5% \$ 73,941
Prep ROW	5% \$ 73,941
Construction Cost TOTAL:	\$ 1,923,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,923,000
Engineering/Survey/Testing:		16%	\$ 307,680
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 192,300
Impact Fee Project Cost TOTAL:			\$ 2,423,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 44
Name:	W FOSTER CROSSING RD (5)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	295' W OF S POWELL PKWY to S POWELL PKWY		
Impact Fee Class:	Major Collector		
Length (lf):	295		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	852	cy	\$ 16.00	\$ 13,636
203	8" Lime-Treated Subgrade	1,672	sy	\$ 20.00	\$ 33,433
303	8" Concrete Pavement	1,573	sy	\$ 100.00	\$ 157,333
403	6' Concrete Sidewalk	3,540	sf	\$ 10.00	\$ 35,400
503	Curb & Gutter	590	lf	\$ 40.00	\$ 23,600
603	Topsoil	656	sy	\$ 10.00	\$ 6,556
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 269,958

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 13,498
✓ Pavement Markings/Markers		3%	\$ 8,099
✓ Roadway Drainage	Standard Internal System	30%	\$ 80,987
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 13,498
✓ Sewer	Minor Adjustments	5%	\$ 13,498
✓ Landscaping and Irrigation		6%	\$ 16,197
✓ Illumination	Standard Illumination System	6%	\$ 16,197
Other:		\$0	\$ -
Allowance Subtotal:			\$ 161,975

Paving and Allowance Subtotal:		\$ 431,932
Construction Contingency:	20%	\$ 86,386
Mobilization	5%	\$ 21,597
Prep ROW	5%	\$ 21,597
Construction Cost TOTAL:		\$ 562,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 562,000
Engineering/Survey/Testing:		16%	\$ 89,920
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 56,200
Impact Fee Project Cost TOTAL:			\$ 708,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	45
Name:	CR 368 (1)	This project consists of the construction of a new four-lane divided arterial.		
Limits:	CR 371 to 155' S OF CR 371			
Impact Fee Class:	Minor Arterial			
Length (lf):	155			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	482	cy	\$ 16.00	\$ 7,716
202	8" Lime-Treated Subgrade	930	sy	\$ 20.00	\$ 18,600
302	8" Concrete Pavement	827	sy	\$ 100.00	\$ 82,667
402	6' Concrete Sidewalk	1,860	sf	\$ 10.00	\$ 18,600
502	Curb & Gutter	620	lf	\$ 40.00	\$ 24,800
602	Topsoil	517	sy	\$ 10.00	\$ 5,167
702	Turn Lanes	52	sy	\$ 120.00	\$ 6,270
Paving Construction Cost Subtotal:					\$ 163,819

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 4,915
✓ Roadway Drainage	Standard Internal System	30%	\$ 49,146
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 8,191
✓ Sewer	Minor Adjustments	5%	\$ 8,191
✓ Landscaping and Irrigation		6%	\$ 9,829
✓ Illumination	Standard Illumination System	6%	\$ 9,829
Other:		\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal		Allowance Subtotal:	\$ 90,101

Paving and Allowance Subtotal:	\$ 253,920
Construction Contingency:	20% \$ 50,784
Mobilization	5% \$ 12,696
Prep ROW	1% \$ 2,539
Construction Cost TOTAL:	\$ 320,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 320,000
Engineering/Survey/Testing:		16%	\$ 51,200
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 64,000
Impact Fee Project Cost TOTAL:			\$ 435,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	46
Name:	CR 368 (2)	This project consists of the construction of a new four-lane divided arterial.		
Limits:	2,865' N OF FAIRWAY LANE to FAIRWAY LANE			
Impact Fee Class:	Minor Arterial			
Length (lf):	2,865			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	8,913	cy	\$ 16.00	\$ 142,613
202	8" Lime-Treated Subgrade	17,190	sy	\$ 20.00	\$ 343,800
302	8" Concrete Pavement	15,280	sy	\$ 100.00	\$ 1,528,000
402	6' Concrete Sidewalk	34,380	sf	\$ 10.00	\$ 343,800
502	Curb & Gutter	11,460	lf	\$ 40.00	\$ 458,400
602	Topsoil	9,550	sy	\$ 10.00	\$ 95,500
702	Turn Lanes	966	sy	\$ 120.00	\$ 115,902
Paving Construction Cost Subtotal:					\$ 3,028,016

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 90,840
✓ Roadway Drainage	Standard Internal System	30%	\$ 908,405
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 151,401
✓ Sewer	Minor Adjustments	5%	\$ 151,401
✓ Landscaping and Irrigation		6%	\$ 181,681
✓ Illumination	Standard Illumination System	6%	\$ 181,681
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,665,409
Paving and Allowance Subtotal:			\$ 4,693,424
Construction Contingency:			20% \$ 938,685
Mobilization			5% \$ 234,671
Prep ROW			1% \$ 46,934
Construction Cost TOTAL:			\$ 5,914,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,914,000
Engineering/Survey/Testing:		16%	\$ 946,240
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,182,800
Impact Fee Project Cost TOTAL:			\$ 8,043,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 47
Name:	CR 368 (3)	This project consists of widening the existing facility to a four-lane divided arterial.	
Limits:	FAIRWAY LANE to 625' S OF FAIRWAY LANE		
Impact Fee Class:	Minor Arterial		
Length (lf):	625		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	1,944	cy	\$ 16.00	\$ 31,111
202	8" Lime-Treated Subgrade	3,750	sy	\$ 20.00	\$ 75,000
302	8" Concrete Pavement	3,333	sy	\$ 100.00	\$ 333,333
402	6' Concrete Sidewalk	7,500	sf	\$ 10.00	\$ 75,000
502	Curb & Gutter	2,500	lf	\$ 40.00	\$ 100,000
602	Topsoil	2,083	sy	\$ 10.00	\$ 20,833
702	Turn Lanes	211	sy	\$ 120.00	\$ 25,284
Paving Construction Cost Subtotal:					\$ 660,562

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 33,028
✓ Pavement Markings/Markers		3%	\$ 19,817
✓ Roadway Drainage	Standard Internal System	30%	\$ 198,169
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 33,028
✓ Sewer	Minor Adjustments	5%	\$ 33,028
✓ Landscaping and Irrigation		6%	\$ 39,634
✓ Illumination	Standard Illumination System	6%	\$ 39,634
Other:		\$0	\$ -
Allowance Subtotal:			\$ 396,337

Paving and Allowance Subtotal:		\$ 1,056,899
Construction Contingency:	20%	\$ 211,380
Mobilization	5%	\$ 52,845
Prep ROW	5%	\$ 52,845
Construction Cost TOTAL:		\$ 1,374,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,374,000
Engineering/Survey/Testing:		16%	\$ 219,840
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 137,400
Impact Fee Project Cost TOTAL:			\$ 1,731,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 48
Name:	CR 368 (4)	This project consists of widening the existing facility to a four-lane divided arterial.	
Limits:	625' S OF FAIRWAY LANE to 1,150' N OF CR 370		
Impact Fee Class:	Minor Arterial		
Length (lf):	830		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	2,582	cy	\$ 16.00	\$ 41,316
202	8" Lime-Treated Subgrade	4,980	sy	\$ 20.00	\$ 99,600
302	8" Concrete Pavement	4,427	sy	\$ 100.00	\$ 442,667
402	6' Concrete Sidewalk	9,960	sf	\$ 10.00	\$ 99,600
502	Curb & Gutter	3,320	lf	\$ 40.00	\$ 132,800
602	Topsoil	2,767	sy	\$ 10.00	\$ 27,667
702	Turn Lanes	280	sy	\$ 120.00	\$ 33,577
Paving Construction Cost Subtotal:					\$ 877,226

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 43,861
✓ Pavement Markings/Markers		3%	\$ 26,317
✓ Roadway Drainage	Standard Internal System	30%	\$ 263,168
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 43,861
✓ Sewer	Minor Adjustments	5%	\$ 43,861
✓ Landscaping and Irrigation		6%	\$ 52,634
✓ Illumination	Standard Illumination System	6%	\$ 52,634
Other:		\$0	\$ -
Allowance Subtotal:			\$ 526,336

**Allowances based on % of Paving Construction Cost Subtotal	
Paving and Allowance Subtotal:	\$ 1,403,562
Construction Contingency:	20% \$ 280,712
Mobilization	5% \$ 70,178
Prep ROW	5% \$ 70,178
Construction Cost TOTAL:	\$ 1,825,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,825,000
Engineering/Survey/Testing:		16%	\$ 292,000
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 182,500
Impact Fee Project Cost TOTAL:			\$ 2,300,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 49
Name:	CR 368 (5)	This project consists of widening the existing facility to a four-lane divided arterial.	
Limits:	1,150' N OF CR 370 to 740' S OF CR 370		
Impact Fee Class:	Minor Arterial		
Length (lf):	1,890		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	5,880	cy	\$ 16.00	\$ 94,080
202	8" Lime-Treated Subgrade	11,340	sy	\$ 20.00	\$ 226,800
302	8" Concrete Pavement	10,080	sy	\$ 100.00	\$ 1,008,000
402	6' Concrete Sidewalk	22,680	sf	\$ 10.00	\$ 226,800
502	Curb & Gutter	7,560	lf	\$ 40.00	\$ 302,400
602	Topsoil	6,300	sy	\$ 10.00	\$ 63,000
702	Turn Lanes	637	sy	\$ 120.00	\$ 76,459
Paving Construction Cost Subtotal:					\$ 1,997,539

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 99,877
✓ Pavement Markings/Markers		3%	\$ 59,926
✓ Roadway Drainage	Standard Internal System	30%	\$ 599,262
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 99,877
✓ Sewer	Minor Adjustments	5%	\$ 99,877
✓ Landscaping and Irrigation		6%	\$ 119,852
✓ Illumination	Standard Illumination System	6%	\$ 119,852
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,448,523

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 3,446,063
Construction Contingency:	20% \$ 689,213
Mobilization	5% \$ 172,303
Prep ROW	5% \$ 172,303
Construction Cost TOTAL:	\$ 4,480,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,480,000
Engineering/Survey/Testing:		16%	\$ 716,800
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 448,000
Impact Fee Project Cost TOTAL:			\$ 5,645,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	50
Name:	CR 368 (6)	This project consists of widening the existing facility to a four-lane divided arterial.		
Limits:	740' S OF CR 370 to 1,855' S OF CR 370			
Impact Fee Class:	Minor Arterial			
Length (lf):	1,115			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	3,469	cy	\$ 16.00	\$ 55,502
202	8" Lime-Treated Subgrade	6,690	sy	\$ 20.00	\$ 133,800
302	8" Concrete Pavement	5,947	sy	\$ 100.00	\$ 594,667
402	6' Concrete Sidewalk	13,380	sf	\$ 10.00	\$ 133,800
502	Curb & Gutter	4,460	lf	\$ 40.00	\$ 178,400
602	Topsoil	3,717	sy	\$ 10.00	\$ 37,167
702	Turn Lanes	376	sy	\$ 120.00	\$ 45,107
Paving Construction Cost Subtotal:					\$ 1,178,442

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 58,922
✓ Pavement Markings/Markers		3%	\$ 35,353
✓ Roadway Drainage	Standard Internal System	30%	\$ 353,533
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 58,922
✓ Sewer	Minor Adjustments	5%	\$ 58,922
✓ Landscaping and Irrigation		6%	\$ 70,707
✓ Illumination	Standard Illumination System	6%	\$ 70,707
Other:		\$0	\$ -
Allowance Subtotal:			\$ 707,065

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,885,508
Construction Contingency:	20% \$ 377,102
Mobilization	5% \$ 94,275
Prep ROW	5% \$ 94,275
Construction Cost TOTAL:	\$ 2,452,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,452,000
Engineering/Survey/Testing:		16%	\$ 392,320
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 245,200
Impact Fee Project Cost TOTAL:			\$ 3,090,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	51
Name:	CR 368 (7)	This project consists of the construction of a new four-lane divided arterial.		
Limits:	1,855' S OF CR 370 to 4,020' N OF W WHITE ST			
Impact Fee Class:	Minor Arterial			
Length (lf):	1,060			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	3,298	cy	\$ 16.00	\$ 52,764
202	8" Lime-Treated Subgrade	6,360	sy	\$ 20.00	\$ 127,200
302	8" Concrete Pavement	5,653	sy	\$ 100.00	\$ 565,333
402	6' Concrete Sidewalk	12,720	sf	\$ 10.00	\$ 127,200
502	Curb & Gutter	4,240	lf	\$ 40.00	\$ 169,600
602	Topsoil	3,533	sy	\$ 10.00	\$ 35,333
702	Turn Lanes	357	sy	\$ 120.00	\$ 42,882
Paving Construction Cost Subtotal:					\$ 1,120,313

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 33,609
✓ Roadway Drainage	Standard Internal System	30%	\$ 336,094
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 56,016
✓ Sewer	Minor Adjustments	5%	\$ 56,016
✓ Landscaping and Irrigation		6%	\$ 67,219
✓ Illumination	Standard Illumination System	6%	\$ 67,219
Other:		\$0	\$ -
Allowance Subtotal:			\$ 616,172

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,736,485
Construction Contingency: 20%	\$ 347,297
Mobilization: 5%	\$ 86,824
Prep ROW: 1%	\$ 17,365
Construction Cost TOTAL:	\$ 2,188,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,188,000
Engineering/Survey/Testing:		16%	\$ 350,080
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 437,600
Impact Fee Project Cost TOTAL:			\$ 2,976,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	52
Name:	CR 368 (8)	This project consists of the construction of the additional two lanes of the ultimate four-lane divided arterial.		
Limits:	4,020' N OF W WHITE ST to 880' N OF W WHITE ST			
Impact Fee Class:	Minor Arterial (1/2)			
Length (lf):	3,140			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
109	Unclassified Roadway Excavation	4,884	cy	\$ 16.00	\$ 78,151
209	8" Lime-Treated Subgrade	9,420	sy	\$ 20.00	\$ 188,400
309	8" Concrete Pavement	8,373	sy	\$ 100.00	\$ 837,333
409	6' Concrete Sidewalk	18,840	sf	\$ 10.00	\$ 188,400
509	Curb & Gutter	6,280	lf	\$ 40.00	\$ 251,200
609	Topsoil	7,676	sy	\$ 10.00	\$ 76,756
709	Turn Lanes	959	sy	\$ 120.00	\$ 115,133
Paving Construction Cost Subtotal:					\$ 1,735,373
Major Construction Component Allowances**:					
	Item Description	Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 86,769
✓	Pavement Markings/Markers			3%	\$ 52,061
	Roadway Drainage	None Anticipated		0%	\$ -
	Special Drainage Structures	None Anticipated		-	\$ -
	Water	None Anticipated		0%	\$ -
	Sewer	None Anticipated		0%	\$ -
✓	Landscaping and Irrigation			6%	\$ 104,122
	Illumination	None Anticipated		0%	\$ -
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 242,952
Paving and Allowance Subtotal:					\$ 1,978,326
Construction Contingency:				20%	\$ 395,665
Mobilization				5%	\$ 98,916
Prep ROW				5%	\$ 98,916
Construction Cost TOTAL:					\$ 2,572,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,572,000
Engineering/Survey/Testing:		16%	\$ 411,520
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 2,984,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 53
Name:	CR 286 (1)	This project consists of widening the existing facility to a four-lane divided arterial.	
Limits:	W WHITE ST to 2,800' S OF W WHITE ST		
Impact Fee Class:	Minor Arterial		
Length (lf):	2,800		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	8,711	cy	\$ 16.00	\$ 139,378
202	8" Lime-Treated Subgrade	16,800	sy	\$ 20.00	\$ 336,000
302	8" Concrete Pavement	14,933	sy	\$ 100.00	\$ 1,493,333
402	6' Concrete Sidewalk	33,600	sf	\$ 10.00	\$ 336,000
502	Curb & Gutter	11,200	lf	\$ 40.00	\$ 448,000
602	Topsoil	9,333	sy	\$ 10.00	\$ 93,333
702	Turn Lanes	944	sy	\$ 120.00	\$ 113,273
Paving Construction Cost Subtotal:					\$ 2,959,317

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 147,966
✓ Pavement Markings/Markers		3%	\$ 88,780
✓ Roadway Drainage	Standard Internal System	30%	\$ 887,795
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 147,966
✓ Sewer	Minor Adjustments	5%	\$ 147,966
✓ Landscaping and Irrigation		6%	\$ 177,559
✓ Illumination	Standard Illumination System	6%	\$ 177,559
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,775,590

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 4,734,907
Construction Contingency:	20% \$ 946,981
Mobilization	5% \$ 236,745
Prep ROW	5% \$ 236,745
Construction Cost TOTAL:	\$ 6,156,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,156,000
Engineering/Survey/Testing:		16%	\$ 984,960
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 615,600
Impact Fee Project Cost TOTAL:			\$ 7,757,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	54
Name:	CR 286 (2)	This project consists of the construction of a new four-lane divided arterial.		
Limits:	2,800' S OF W WHITE ST to 3,800' S OF W WHITE ST			
Impact Fee Class:	Minor Arterial			
Length (lf):	1,000			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	3,111	cy	\$ 16.00	\$ 49,778
202	8" Lime-Treated Subgrade	6,000	sy	\$ 20.00	\$ 120,000
302	8" Concrete Pavement	5,333	sy	\$ 100.00	\$ 533,333
402	6' Concrete Sidewalk	12,000	sf	\$ 10.00	\$ 120,000
502	Curb & Gutter	4,000	lf	\$ 40.00	\$ 160,000
602	Topsoil	3,333	sy	\$ 10.00	\$ 33,333
702	Turn Lanes	337	sy	\$ 120.00	\$ 40,455
Paving Construction Cost Subtotal:					\$ 1,056,899

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 31,707
✓ Roadway Drainage	Standard Internal System	30%	\$ 317,070
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 52,845
✓ Sewer	Minor Adjustments	5%	\$ 52,845
✓ Landscaping and Irrigation		6%	\$ 63,414
✓ Illumination	Standard Illumination System	6%	\$ 63,414
Other:		\$0	\$ -
Allowance Subtotal:			\$ 581,294

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,638,193
Construction Contingency:	20% \$ 327,639
Mobilization	5% \$ 81,910
Prep ROW	1% \$ 16,382
Construction Cost TOTAL:	\$ 2,065,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,065,000
Engineering/Survey/Testing:		16%	\$ 330,400
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 413,000
Impact Fee Project Cost TOTAL:			\$ 2,808,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	55
Name:	CR 286 (3)	This project consists of the construction of a new four-lane divided arterial.		
Limits:	890' N OF CR 284 to 560' S OF CR 284			
Impact Fee Class:	Minor Arterial			
Length (lf):	1,455			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	4,527	cy	\$ 16.00	\$ 72,427
202	8" Lime-Treated Subgrade	8,730	sy	\$ 20.00	\$ 174,600
302	8" Concrete Pavement	7,760	sy	\$ 100.00	\$ 776,000
402	6' Concrete Sidewalk	17,460	sf	\$ 10.00	\$ 174,600
502	Curb & Gutter	5,820	lf	\$ 40.00	\$ 232,800
602	Topsoil	4,850	sy	\$ 10.00	\$ 48,500
702	Turn Lanes	491	sy	\$ 120.00	\$ 58,861
Paving Construction Cost Subtotal:					\$ 1,537,788

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 46,134
✓ Roadway Drainage	Standard Internal System	30%	\$ 461,336
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 76,889
✓ Sewer	Minor Adjustments	5%	\$ 76,889
✓ Landscaping and Irrigation		6%	\$ 92,267
✓ Illumination	Standard Illumination System	6%	\$ 92,267
Other:		\$0	\$ -
Allowance Subtotal:			\$ 845,783

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,383,571
Construction Contingency: 20%	\$ 476,714
Mobilization: 5%	\$ 119,179
Prep ROW: 1%	\$ 23,836
Construction Cost TOTAL:	\$ 3,004,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,004,000
Engineering/Survey/Testing:		16%	\$ 480,640
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 600,800
Impact Fee Project Cost TOTAL:			\$ 4,085,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	56
Name:	CR 374 (1)	This project consists of the construction of a new four-lane undivided collector.		
Limits:	900' N OF CR 371 to W ROSAMOND PKWY			
Impact Fee Class:	Major Collector			
Length (lf):	8,050			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	23,256	cy	\$ 16.00	\$ 372,089
203	8" Lime-Treated Subgrade	45,617	sy	\$ 20.00	\$ 912,333
303	8" Concrete Pavement	42,933	sy	\$ 100.00	\$ 4,293,333
403	6' Concrete Sidewalk	96,600	sf	\$ 10.00	\$ 966,000
503	Curb & Gutter	16,100	lf	\$ 40.00	\$ 644,000
603	Topsoil	17,889	sy	\$ 10.00	\$ 178,889
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 7,366,644

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 220,999
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,209,993
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 368,332
✓ Sewer	Minor Adjustments	5%	\$ 368,332
✓ Landscaping and Irrigation		6%	\$ 441,999
✓ Illumination	Standard Illumination System	6%	\$ 441,999
Other:		\$0	\$ -
Allowance Subtotal:			\$ 4,301,654

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 11,668,299
Construction Contingency: 20%	\$ 2,333,660
Mobilization: 5%	\$ 583,415
Prep ROW: 1%	\$ 116,683
Construction Cost TOTAL:	\$ 14,703,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 14,703,000
Engineering/Survey/Testing:		16%	\$ 2,352,480
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 2,940,600
Impact Fee Project Cost TOTAL:			\$ 19,996,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 57
Name:	CR 374 (2)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	W ROSAMOND PKWY to 240' S OF W ROSAMOND PKWY		
Impact Fee Class:	Major Collector		
Length (lf):	240		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	693	cy	\$ 16.00	\$ 11,093
203	8" Lime-Treated Subgrade	1,360	sy	\$ 20.00	\$ 27,200
303	8" Concrete Pavement	1,280	sy	\$ 100.00	\$ 128,000
403	6' Concrete Sidewalk	2,880	sf	\$ 10.00	\$ 28,800
503	Curb & Gutter	480	lf	\$ 40.00	\$ 19,200
603	Topsoil	533	sy	\$ 10.00	\$ 5,333
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 219,627
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 10,981
✓	Pavement Markings/Markers			3%	\$ 6,589
✓	Roadway Drainage	Standard Internal System		30%	\$ 65,888
	Special Drainage Structures	None Anticipated		-	\$ -
✓	Water	Minor Adjustments		5%	\$ 10,981
✓	Sewer	Minor Adjustments		5%	\$ 10,981
✓	Landscaping and Irrigation			6%	\$ 13,178
✓	Illumination	Standard Illumination System		6%	\$ 13,178
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 131,776
Paving and Allowance Subtotal:					\$ 351,403
Construction Contingency:				20%	\$ 70,281
Mobilization				5%	\$ 17,570
Prep ROW				5%	\$ 17,570
Construction Cost TOTAL:					\$ 457,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 457,000
Engineering/Survey/Testing:		16%	\$ 73,120
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 45,700
Impact Fee Project Cost TOTAL:			\$ 576,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 58
Name:	CR 374 (3)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	240' S OF W ROSAMOND PKWY to 525' N OF ROLLINS RD		
Impact Fee Class:	Major Collector		
Length (lf):	430		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	1,242	cy	\$ 16.00	\$ 19,876
203	8" Lime-Treated Subgrade	2,437	sy	\$ 20.00	\$ 48,733
303	8" Concrete Pavement	2,293	sy	\$ 100.00	\$ 229,333
403	6' Concrete Sidewalk	5,160	sf	\$ 10.00	\$ 51,600
503	Curb & Gutter	860	lf	\$ 40.00	\$ 34,400
603	Topsoil	956	sy	\$ 10.00	\$ 9,556
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 393,498

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 19,675
✓ Pavement Markings/Markers		3%	\$ 11,805
✓ Roadway Drainage	Standard Internal System	30%	\$ 118,049
✓ Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 19,675
✓ Sewer	Minor Adjustments	5%	\$ 19,675
✓ Landscaping and Irrigation		6%	\$ 23,610
✓ Illumination	Standard Illumination System	6%	\$ 23,610
Other:		\$0	\$ -
Allowance Subtotal:			\$ 236,099

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 629,596
Construction Contingency: 20%	\$ 125,919
Mobilization: 5%	\$ 31,480
Prep ROW: 5%	\$ 31,480
Construction Cost TOTAL:	\$ 819,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 819,000
Engineering/Survey/Testing:		16%	\$ 131,040
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 81,900
Impact Fee Project Cost TOTAL:			\$ 1,032,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 59
Name:	CR 374 (4)	This project consists of widening the existing facility to a four-lane undivided collector.	
Limits:	525' N OF ROLLINS RD to ROLLINS RD		
Impact Fee Class:	Major Collector		
Length (lf):	525		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	1,517	cy	\$ 16.00	\$ 24,267
203	8" Lime-Treated Subgrade	2,975	sy	\$ 20.00	\$ 59,500
303	8" Concrete Pavement	2,800	sy	\$ 100.00	\$ 280,000
403	6' Concrete Sidewalk	6,300	sf	\$ 10.00	\$ 63,000
503	Curb & Gutter	1,050	lf	\$ 40.00	\$ 42,000
603	Topsoil	1,167	sy	\$ 10.00	\$ 11,667
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 480,433

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 24,022
✓ Pavement Markings/Markers		3%	\$ 14,413
✓ Roadway Drainage	Standard Internal System	30%	\$ 144,130
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 24,022
✓ Sewer	Minor Adjustments	5%	\$ 24,022
✓ Landscaping and Irrigation		6%	\$ 28,826
✓ Illumination	Standard Illumination System	6%	\$ 28,826
Other:		\$0	\$ -
Allowance Subtotal:			\$ 288,260

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 768,693
Construction Contingency:	20% \$ 153,739
Mobilization	5% \$ 38,435
Prep ROW	5% \$ 38,435
Construction Cost TOTAL:	\$ 1,000,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,000,000
Engineering/Survey/Testing:		16%	\$ 160,000
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 100,000
Impact Fee Project Cost TOTAL:			\$ 1,260,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	60
Name:	CR 374 (5)	This project consists of the construction of a new four-lane undivided collector.		
Limits:	ROLLINS RD to HACKBERRY DR			
Impact Fee Class:	Major Collector			
Length (lf):	2,015			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	5,821	cy	\$ 16.00	\$ 93,138
203	8" Lime-Treated Subgrade	11,418	sy	\$ 20.00	\$ 228,367
303	8" Concrete Pavement	10,747	sy	\$ 100.00	\$ 1,074,667
403	6' Concrete Sidewalk	24,180	sf	\$ 10.00	\$ 241,800
503	Curb & Gutter	4,030	lf	\$ 40.00	\$ 161,200
603	Topsoil	4,478	sy	\$ 10.00	\$ 44,778
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,843,949

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 55,318
✓ Roadway Drainage	Standard Internal System	30%	\$ 553,185
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 92,197
✓ Sewer	Minor Adjustments	5%	\$ 92,197
✓ Landscaping and Irrigation		6%	\$ 110,637
✓ Illumination	Standard Illumination System	6%	\$ 110,637
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,014,172

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,858,121
Construction Contingency: 20%	\$ 571,624
Mobilization: 5%	\$ 142,906
Prep ROW: 1%	\$ 28,581
Construction Cost TOTAL:	\$ 3,602,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,602,000
Engineering/Survey/Testing:		16%	\$ 576,320
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 720,400
Impact Fee Project Cost TOTAL:			\$ 4,899,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	61
Name:	N FERGUSON PKWY (1)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	CR 371 to ROLLINS RD			
Impact Fee Class:	Major Arterial			
Length (lf):	5,865			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	26,067	cy	\$ 16.00	\$ 417,067
201	8" Lime-Treated Subgrade	50,830	sy	\$ 20.00	\$ 1,016,600
301	8" Concrete Pavement	46,920	sy	\$ 100.00	\$ 4,692,000
401	6' Concrete Sidewalk	70,380	sf	\$ 10.00	\$ 703,800
501	Curb & Gutter	23,460	lf	\$ 40.00	\$ 938,400
601	Topsoil	23,460	sy	\$ 10.00	\$ 234,600
701	Turn Lanes	2,022	sy	\$ 120.00	\$ 242,598
Paving Construction Cost Subtotal:					\$ 8,245,064

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 247,352
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,473,519
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 412,253
✓ Sewer	Minor Adjustments	5%	\$ 412,253
✓ Landscaping and Irrigation		6%	\$ 494,704
✓ Illumination	Standard Illumination System	6%	\$ 494,704
Other:		\$0	\$ -
Allowance Subtotal:			\$ 4,784,785

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 13,029,850
Construction Contingency:	20% \$ 2,605,970
Mobilization	5% \$ 651,492
Prep ROW	1% \$ 130,298
Construction Cost TOTAL:	\$ 16,418,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 16,418,000
Engineering/Survey/Testing:		16%	\$ 2,626,880
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 3,283,600
Impact Fee Project Cost TOTAL:			\$ 22,328,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	62
Name:	N FERGUSON PKWY (2)	This project consists of the construction of the additional four lanes of the ultimate six-lane divided arterial.		
Limits:	ROLLINS RD to HACKBERRY DR			
Impact Fee Class:	Major Arterial (2/3)			
Length (lf):	2,760			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Roadway Excavation	8,280	cy	\$ 16.00	\$ 132,480
208	8" Lime-Treated Subgrade	16,100	sy	\$ 20.00	\$ 322,000
308	8" Concrete Pavement	14,720	sy	\$ 100.00	\$ 1,472,000
408	6' Concrete Sidewalk	16,560	sf	\$ 10.00	\$ 165,600
508	Curb & Gutter	8,280	lf	\$ 40.00	\$ 331,200
608	Topsoil	7,973	sy	\$ 10.00	\$ 79,733
708	Turn Lanes	864	sy	\$ 120.00	\$ 103,709
Paving Construction Cost Subtotal:					\$ 2,606,722

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 130,336
✓ Pavement Markings/Markers		3%	\$ 78,202
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 156,403
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 364,941

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,971,664
Construction Contingency: 20%	\$ 594,333
Mobilization: 5%	\$ 148,583
Prep ROW: 5%	\$ 148,583
Construction Cost TOTAL:	\$ 3,864,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,864,000
Engineering/Survey/Testing:		16%	\$ 618,240
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 4,482,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No. 63
Name:	N FERGUSON PKWY (3)	This project consists of the construction of the additional two lanes of the ultimate six-lane divided arterial.	
Limits:	HACKBERRY DR to W WHITE ST		
Impact Fee Class:	Major Arterial (1/3)		
Length (lf):	2,650		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Roadway Excavation	4,122	cy	\$ 16.00	\$ 65,956
207	8" Lime-Treated Subgrade	7,950	sy	\$ 20.00	\$ 159,000
307	8" Concrete Pavement	7,067	sy	\$ 100.00	\$ 706,667
407	6' Concrete Sidewalk	0	sf	\$ 10.00	\$ -
507	Curb & Gutter	5,300	lf	\$ 40.00	\$ 212,000
607	Topsoil	0	sy	\$ 10.00	\$ -
707	Turn Lanes	586	sy	\$ 120.00	\$ 70,265
Paving Construction Cost Subtotal:					\$ 1,213,887

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 60,694
✓ Pavement Markings/Markers		3%	\$ 36,417
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 72,833
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 169,944

Paving and Allowance Subtotal:			\$ 1,383,832
Construction Contingency:	20%	\$	276,766
Mobilization	5%	\$	69,192
Prep ROW	5%	\$	69,192
Construction Cost TOTAL:			\$ 1,799,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,799,000
Engineering/Survey/Testing:		16%	\$ 287,840
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 2,087,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/28/2022

Project Information:		Description:	Project No.	64
Name:	S FERGUSON PKWY (1)	This project consists of the construction of the additional two lanes of the ultimate six-lane divided arterial.		
Limits:	W WHITE ST to 2,440' S OF W WHITE ST			
Impact Fee Class:	Major Arterial (1/3)			
Length (lf):	2,440			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Roadway Excavation	3,796	cy	\$ 16.00	\$ 60,729
207	8" Lime-Treated Subgrade	7,320	sy	\$ 20.00	\$ 146,400
307	8" Concrete Pavement	6,507	sy	\$ 100.00	\$ 650,667
407	6' Concrete Sidewalk	0	sf	\$ 10.00	\$ -
507	Curb & Gutter	4,880	lf	\$ 40.00	\$ 195,200
607	Topsoil	0	sy	\$ 10.00	\$ -
707	Turn Lanes	539	sy	\$ 120.00	\$ 64,697
Paving Construction Cost Subtotal:					\$ 1,117,693

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 55,885
✓ Pavement Markings/Markers		3%	\$ 33,531
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 67,062
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 156,477

Paving and Allowance Subtotal:		\$ 1,274,169
Construction Contingency:	20%	\$ 254,834
Mobilization	5%	\$ 63,708
Prep ROW	5%	\$ 63,708
Construction Cost TOTAL:		\$ 1,657,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,657,000
Engineering/Survey/Testing:		16%	\$ 265,120
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 1,922,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	65
Name:	S FERGUSON PKWY (2)	This project consists of the construction of the additional four lanes of the ultimate six-lane divided arterial.		
Limits:	2,440' S OF W WHITE ST to 190' N OF TAYLOR BLVD			
Impact Fee Class:	Major Arterial (2/3)			
Length (lf):	1,360			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Roadway Excavation	4,080	cy	\$ 16.00	\$ 65,280
208	8" Lime-Treated Subgrade	7,933	sy	\$ 20.00	\$ 158,667
308	8" Concrete Pavement	7,253	sy	\$ 100.00	\$ 725,333
408	6' Concrete Sidewalk	8,160	sf	\$ 10.00	\$ 81,600
508	Curb & Gutter	4,080	lf	\$ 40.00	\$ 163,200
608	Topsoil	3,929	sy	\$ 10.00	\$ 39,289
708	Turn Lanes	426	sy	\$ 120.00	\$ 51,103
Paving Construction Cost Subtotal:					\$ 1,284,472

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 64,224
✓ Pavement Markings/Markers		3%	\$ 38,534
Roadway Drainage	None Anticipated	0%	-
Special Drainage Structures	None Anticipated	-	-
Water	None Anticipated	0%	-
Sewer	None Anticipated	0%	-
✓ Landscaping and Irrigation		6%	\$ 77,068
Illumination	None Anticipated	0%	-
Other:		\$0	-
Allowance Subtotal:			\$ 179,826

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,464,298
Construction Contingency: 20%	\$ 292,860
Mobilization: 5%	\$ 73,215
Prep ROW: 5%	\$ 73,215
Construction Cost TOTAL:	\$ 1,904,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,904,000
Engineering/Survey/Testing:		16%	\$ 304,640
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	-
Impact Fee Project Cost TOTAL:			\$ 2,209,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	66
Name:	S FERGUSON PKWY (3)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	W FINLEY BLVD to 1,245' S OF W FINLEY BLVD			
Impact Fee Class:	Major Arterial			
Length (lf):	1,245			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	5,533	cy	\$ 16.00	\$ 88,533
201	8" Lime-Treated Subgrade	10,790	sy	\$ 20.00	\$ 215,800
301	8" Concrete Pavement	9,960	sy	\$ 100.00	\$ 996,000
401	6' Concrete Sidewalk	14,940	sf	\$ 10.00	\$ 149,400
501	Curb & Gutter	4,980	lf	\$ 40.00	\$ 199,200
601	Topsoil	4,980	sy	\$ 10.00	\$ 49,800
701	Turn Lanes	429	sy	\$ 120.00	\$ 51,498
Paving Construction Cost Subtotal:					\$ 1,750,231

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 52,507
✓ Roadway Drainage	Standard Internal System	30%	\$ 525,069
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 87,512
✓ Sewer	Minor Adjustments	5%	\$ 87,512
✓ Landscaping and Irrigation		6%	\$ 105,014
✓ Illumination	Standard Illumination System	6%	\$ 105,014
Other:		\$0	\$ -
Allowance Subtotal:			\$ 962,627

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,712,858
Construction Contingency:	20% \$ 542,572
Mobilization	5% \$ 135,643
Prep ROW	1% \$ 27,129
Construction Cost TOTAL:	\$ 3,419,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,419,000
Engineering/Survey/Testing:		16%	\$ 547,040
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 683,800
Impact Fee Project Cost TOTAL:			\$ 4,650,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No. 67
Name:	S FERGUSON PKWY (4)	This project consists of the construction of a new six-lane divided arterial.	
Limits:	1,245' S OF FINLEY BLVD to 425' N OF W FOSTER CROSSING RD		
Impact Fee Class:	Major Arterial		
Length (lf):	1,025		
Service Area(s):	Service Area 1		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	4,556	cy	\$ 16.00	\$ 72,889
201	8" Lime-Treated Subgrade	8,883	sy	\$ 20.00	\$ 177,667
301	8" Concrete Pavement	8,200	sy	\$ 100.00	\$ 820,000
401	6' Concrete Sidewalk	12,300	sf	\$ 10.00	\$ 123,000
501	Curb & Gutter	4,100	lf	\$ 40.00	\$ 164,000
601	Topsoil	4,100	sy	\$ 10.00	\$ 41,000
701	Turn Lanes	353	sy	\$ 120.00	\$ 42,398
Paving Construction Cost Subtotal:					\$ 1,440,953

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 43,229
✓ Roadway Drainage	Standard Internal System	30%	\$ 432,286
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 72,048
✓ Sewer	Minor Adjustments	5%	\$ 72,048
✓ Landscaping and Irrigation		6%	\$ 86,457
✓ Illumination	Standard Illumination System	6%	\$ 86,457
Other:		\$0	\$ -
Allowance Subtotal:			\$ 792,524

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,233,478
Construction Contingency:	20% \$ 446,696
Mobilization	5% \$ 111,674
Prep ROW	1% \$ 22,335
Construction Cost TOTAL:	\$ 2,815,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,815,000
Engineering/Survey/Testing:		16%	\$ 450,400
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 563,000
Impact Fee Project Cost TOTAL:			\$ 3,828,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	68
Name:	S FERGUSON PKWY (5)	This project consists of the construction of a new six-lane divided arterial.		
Limits:	425' N OF W FOSTER CROSSING RD to W FOSTER CROSSING RD			
Impact Fee Class:	Major Arterial			
Length (lf):	425			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	1,889	cy	\$ 16.00	\$ 30,222
201	8" Lime-Treated Subgrade	3,683	sy	\$ 20.00	\$ 73,667
301	8" Concrete Pavement	3,400	sy	\$ 100.00	\$ 340,000
401	6' Concrete Sidewalk	5,100	sf	\$ 10.00	\$ 51,000
501	Curb & Gutter	1,700	lf	\$ 40.00	\$ 68,000
601	Topsoil	1,700	sy	\$ 10.00	\$ 17,000
701	Turn Lanes	146	sy	\$ 120.00	\$ 17,580
Paving Construction Cost Subtotal:					\$ 597,468

Major Construction Component Allowances**:			
Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 17,924
✓ Roadway Drainage	Standard Internal System	30%	\$ 179,241
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 29,873
✓ Sewer	Minor Adjustments	5%	\$ 29,873
✓ Landscaping and Irrigation		6%	\$ 35,848
✓ Illumination	Standard Illumination System	6%	\$ 35,848
Other:		\$0	\$ -
Allowance Subtotal:			\$ 328,608

**Allowances based on % of Paving Construction Cost Subtotal			
Paving and Allowance Subtotal:			\$ 926,076
Construction Contingency:	20%	\$	185,215
Mobilization	5%	\$	46,304
Prep ROW	1%	\$	9,261
Construction Cost TOTAL:			\$ 1,167,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,167,000
Engineering/Survey/Testing:		16%	\$ 186,720
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 233,400
Impact Fee Project Cost TOTAL:			\$ 1,587,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	69
Name:	W CROSSING BLVD (1)	This project consists of the construction of a new four-lane undivided collector.		
Limits:	2,660' N OF CR 371 to 1,970' N OF W ROSAMOND PKWY			
Impact Fee Class:	Major Collector			
Length (lf):	4,725			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	13,650	cy	\$ 16.00	\$ 218,400
203	8" Lime-Treated Subgrade	26,775	sy	\$ 20.00	\$ 535,500
303	8" Concrete Pavement	25,200	sy	\$ 100.00	\$ 2,520,000
403	6' Concrete Sidewalk	56,700	sf	\$ 10.00	\$ 567,000
503	Curb & Gutter	9,450	lf	\$ 40.00	\$ 378,000
603	Topsoil	10,500	sy	\$ 10.00	\$ 105,000
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 4,323,900

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 129,717
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,297,170
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 216,195
✓ Sewer	Minor Adjustments	5%	\$ 216,195
✓ Landscaping and Irrigation		6%	\$ 259,434
✓ Illumination	Standard Illumination System	6%	\$ 259,434
Other:		\$0	\$ -
Allowance Subtotal:			\$ 2,378,145

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 6,702,045
Construction Contingency: 20%	\$ 1,340,409
Mobilization: 5%	\$ 335,102
Prep ROW: 1%	\$ 67,020
Construction Cost TOTAL:	\$ 8,445,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 8,445,000
Engineering/Survey/Testing:		16%	\$ 1,351,200
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,689,000
Impact Fee Project Cost TOTAL:			\$ 11,485,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:		Description:	Project No.	70
Name:	W CROSSING BLVD (2)	This project consists of the construction of the additional two lanes of the four-lane collector. The costing assumes a four-lane divided ultimate section in continuity with the adjacent cross-sections.		
Limits:	1,970' N OF W ROSAMOND PKWY to 1,530' N OF W ROSAMOND PKWY			
Impact Fee Class:	Major Collector (4D) (1/2)			
Length (lf):	440			
Service Area(s):	Service Area 1			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
110	Unclassified Roadway Excavation	684	cy	\$ 16.00	\$ 10,951
210	8" Lime-Treated Subgrade	1,320	sy	\$ 20.00	\$ 26,400
310	8" Concrete Pavement	1,173	sy	\$ 100.00	\$ 117,333
410	6' Concrete Sidewalk	2,640	sf	\$ 10.00	\$ 26,400
510	Curb & Gutter	880	lf	\$ 40.00	\$ 35,200
610	Topsoil	1,076	sy	\$ 10.00	\$ 10,756
710	Turn Lanes	134	sy	\$ 120.00	\$ 16,133
Paving Construction Cost Subtotal:					\$ 243,173
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control		5%	\$ 12,159
✓	Pavement Markings/Markers			3%	\$ 7,295
	Roadway Drainage	None Anticipated		0%	\$ -
	Special Drainage Structures	None Anticipated		-	\$ -
	Water	None Anticipated		0%	\$ -
	Sewer	None Anticipated		0%	\$ -
✓	Landscaping and Irrigation			6%	\$ 14,590
	Illumination	None Anticipated		0%	\$ -
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 34,044
Paving and Allowance Subtotal:					\$ 277,218
Construction Contingency:				20%	\$ 55,444
Mobilization				5%	\$ 13,861
Prep ROW				5%	\$ 13,861
Construction Cost TOTAL:					\$ 361,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 361,000
Engineering/Survey/Testing:		16%	\$ 57,760
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 419,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 1106 (1)
Limits: N POWELL PKWY to 1,080' E OF N POWELL PKWY
Impact Fee Class: Minor Arterial
Length (lf): 1,080
Service Area(s): Service Area 2

Description: **Project No. 1**

This project consists of widening the existing facility to a four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	3,360	cy	\$ 16.00	\$ 53,760
202	8" Lime-Treated Subgrade	6,480	sy	\$ 20.00	\$ 129,600
302	8" Concrete Pavement	5,760	sy	\$ 100.00	\$ 576,000
402	6' Concrete Sidewalk	12,960	sf	\$ 10.00	\$ 129,600
502	Curb & Gutter	4,320	lf	\$ 40.00	\$ 172,800
602	Topsoil	3,600	sy	\$ 10.00	\$ 36,000
702	Turn Lanes	364	sy	\$ 120.00	\$ 43,691
Paving Construction Cost Subtotal:					\$ 1,141,451

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 57,073
✓ Pavement Markings/Markers		3%	\$ 34,244
✓ Roadway Drainage	Standard Internal System	30%	\$ 342,435
✓ Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 57,073
✓ Sewer	Minor Adjustments	5%	\$ 57,073
✓ Landscaping and Irrigation		6%	\$ 68,487
✓ Illumination	Standard Illumination System	6%	\$ 68,487
✓ Other:	Railroad Crossing	\$500,000	\$ 500,000
Allowance Subtotal:			\$ 1,184,871

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 2,326,321
Construction Contingency:	20%	\$ 465,264
Mobilization	5%	\$ 116,316
Prep ROW	5%	\$ 116,316
Construction Cost TOTAL:		\$ 3,025,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,025,000
Engineering/Survey/Testing:		16%	\$ 484,000
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 302,500
Impact Fee Project Cost TOTAL:			\$ 3,812,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 1106 (2)
Limits: 1,080' E OF N POWELL PKWY to 3,505' E OF N POWELL PKWY
Impact Fee Class: Minor Arterial (1/2)
Length (lf): 2,425
Service Area(s): Service Area 2

Description: **Project No.** **2**

This project consists of the construction of the additional two lanes of the ultimate four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
109	Unclassified Roadway Excavation	3,772	cy	\$ 16.00	\$ 60,356
209	8" Lime-Treated Subgrade	7,275	sy	\$ 20.00	\$ 145,500
309	8" Concrete Pavement	6,467	sy	\$ 100.00	\$ 646,667
409	6' Concrete Sidewalk	14,550	sf	\$ 10.00	\$ 145,500
509	Curb & Gutter	4,850	lf	\$ 40.00	\$ 194,000
609	Topsoil	5,928	sy	\$ 10.00	\$ 59,278
709	Turn Lanes	741	sy	\$ 120.00	\$ 88,917
Paving Construction Cost Subtotal:					\$ 1,340,217

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 67,011
✓ Pavement Markings/Markers		3%	\$ 40,207
Roadway Drainage	None Anticipated	0%	\$ -
✓ Special Drainage Structures	Major Stream Crossing	-	\$ 500,000
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 80,413
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 687,630

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,027,847
Construction Contingency:	20% \$ 405,569
Mobilization	5% \$ 101,392
Prep ROW	5% \$ 101,392
Construction Cost TOTAL:	\$ 2,637,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,637,000
Engineering/Survey/Testing:		16%	\$ 421,920
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 3,059,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 376 (1)
Limits: N POWELL PKWY to 1,675' E OF N POWELL PKWY
Impact Fee Class: Major Arterial (2/3)
Length (lf): 1,675
Service Area(s): Service Area 2

Description: **Project No. 3**

This project consists of the construction of the additional four lanes of the ultimate six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Roadway Excavation	5,025	cy	\$ 16.00	\$ 80,400
208	8" Lime-Treated Subgrade	9,771	sy	\$ 20.00	\$ 195,417
308	8" Concrete Pavement	8,933	sy	\$ 100.00	\$ 893,333
408	6' Concrete Sidewalk	10,050	sf	\$ 10.00	\$ 100,500
508	Curb & Gutter	5,025	lf	\$ 40.00	\$ 201,000
608	Topsoil	4,839	sy	\$ 10.00	\$ 48,389
708	Turn Lanes	524	sy	\$ 120.00	\$ 62,939
Paving Construction Cost Subtotal:					\$ 1,581,978

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 79,099
✓ Pavement Markings/Markers		3%	\$ 47,459
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 94,919
Illumination	None Anticipated	0%	\$ -
✓ Other:	Railroad Crossing	\$500,000	\$ 500,000
Allowance Subtotal:			\$ 721,477

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,303,455
Construction Contingency:	20% \$ 460,691
Mobilization	5% \$ 115,173
Prep ROW	5% \$ 115,173
Construction Cost TOTAL:	\$ 2,995,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,995,000
Engineering/Survey/Testing:		16%	\$ 479,200
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 3,474,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 376 (2)
Limits: 1,675' E OF N POWELL PKWY to CR 427
Impact Fee Class: Major Arterial
Length (lf): 1,515
Service Area(s): Service Area 2

Description: **Project No.** **4**

This project consists of the construction of a new six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	6,733	cy	\$ 16.00	\$ 107,733
201	8" Lime-Treated Subgrade	13,130	sy	\$ 20.00	\$ 262,600
301	8" Concrete Pavement	12,120	sy	\$ 100.00	\$ 1,212,000
401	6' Concrete Sidewalk	18,180	sf	\$ 10.00	\$ 181,800
501	Curb & Gutter	6,060	lf	\$ 40.00	\$ 242,400
601	Topsoil	6,060	sy	\$ 10.00	\$ 60,600
701	Turn Lanes	522	sy	\$ 120.00	\$ 62,666
Paving Construction Cost Subtotal:					\$ 2,129,799

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 63,894
✓ Roadway Drainage	Standard Internal System	30%	\$ 638,940
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 106,490
✓ Sewer	Minor Adjustments	5%	\$ 106,490
✓ Landscaping and Irrigation		6%	\$ 127,788
✓ Illumination	Standard Illumination System	6%	\$ 127,788
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,171,390

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 3,301,189
Construction Contingency:	20% \$ 660,238
Mobilization	5% \$ 165,059
Prep ROW	1% \$ 33,012
Construction Cost TOTAL:	\$ 4,160,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,160,000
Engineering/Survey/Testing:		16%	\$ 665,600
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 832,000
Impact Fee Project Cost TOTAL:			\$ 5,658,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 376 (3)
Limits: CR 427 to 575' E OF CR 427
Impact Fee Class: Major Arterial
Length (lf): 575
Service Area(s): Service Area 2

Description: Project No. **5**

This project consists of widening the existing facility to a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	2,556	cy	\$ 16.00	\$ 40,889
201	8" Lime-Treated Subgrade	4,983	sy	\$ 20.00	\$ 99,667
301	8" Concrete Pavement	4,600	sy	\$ 100.00	\$ 460,000
401	6' Concrete Sidewalk	6,900	sf	\$ 10.00	\$ 69,000
501	Curb & Gutter	2,300	lf	\$ 40.00	\$ 92,000
601	Topsoil	2,300	sy	\$ 10.00	\$ 23,000
701	Turn Lanes	198	sy	\$ 120.00	\$ 23,784
Paving Construction Cost Subtotal:					\$ 808,340

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 40,417
✓ Pavement Markings/Markers		3%	\$ 24,250
✓ Roadway Drainage	Standard Internal System	30%	\$ 242,502
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 40,417
✓ Sewer	Minor Adjustments	5%	\$ 40,417
✓ Landscaping and Irrigation		6%	\$ 48,500
✓ Illumination	Standard Illumination System	6%	\$ 48,500
Other:		\$0	\$ -
Allowance Subtotal:			\$ 485,004

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,293,343
Construction Contingency:	20% \$ 258,669
Mobilization	5% \$ 64,667
Prep ROW	5% \$ 64,667
Construction Cost TOTAL:	\$ 1,682,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,682,000
Engineering/Survey/Testing:		16%	\$ 269,120
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 168,200
Impact Fee Project Cost TOTAL:			\$ 2,119,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E ROSAMOND PKWY (1)
Limits: N POWELL PKWY to 295' E OF N POWELL PKWY
Impact Fee Class: Major Arterial
Length (lf): 295
Service Area(s): Service Area 2

Description: **Project No. 6**

This project consists of widening the existing facility to a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	1,311	cy	\$ 16.00	\$ 20,978
201	8" Lime-Treated Subgrade	2,557	sy	\$ 20.00	\$ 51,133
301	8" Concrete Pavement	2,360	sy	\$ 100.00	\$ 236,000
401	6' Concrete Sidewalk	3,540	sf	\$ 10.00	\$ 35,400
501	Curb & Gutter	1,180	lf	\$ 40.00	\$ 47,200
601	Topsoil	1,180	sy	\$ 10.00	\$ 11,800
701	Turn Lanes	102	sy	\$ 120.00	\$ 12,202
Paving Construction Cost Subtotal:					\$ 414,713

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 20,736
✓ Pavement Markings/Markers		3%	\$ 12,441
✓ Roadway Drainage	Standard Internal System	30%	\$ 124,414
✓ Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 20,736
✓ Sewer	Minor Adjustments	5%	\$ 20,736
✓ Landscaping and Irrigation		6%	\$ 24,883
✓ Illumination	Standard Illumination System	6%	\$ 24,883
✓ Other:	Railroad Crossing	\$500,000	\$ 500,000
Allowance Subtotal:			\$ 748,828

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,163,541
Construction Contingency:	20% \$ 232,708
Mobilization	5% \$ 58,177
Prep ROW	5% \$ 58,177
Construction Cost TOTAL:	\$ 1,513,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,513,000
Engineering/Survey/Testing:		16%	\$ 242,080
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 151,300
Impact Fee Project Cost TOTAL:			\$ 1,906,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E ROSAMOND PKWY (2)
Limits: 820' E OF N POWELL PKWY to 2,735' E OF N POWELL PKWY
Impact Fee Class: Major Arterial
Length (lf): 1,915
Service Area(s): Service Area 2

Description: **Project No. 7**

This project consists of the construction of a new six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	8,511	cy	\$ 16.00	\$ 136,178
201	8" Lime-Treated Subgrade	16,597	sy	\$ 20.00	\$ 331,933
301	8" Concrete Pavement	15,320	sy	\$ 100.00	\$ 1,532,000
401	6' Concrete Sidewalk	22,980	sf	\$ 10.00	\$ 229,800
501	Curb & Gutter	7,660	lf	\$ 40.00	\$ 306,400
601	Topsoil	7,660	sy	\$ 10.00	\$ 76,600
701	Turn Lanes	660	sy	\$ 120.00	\$ 79,211
Paving Construction Cost Subtotal:					\$ 2,692,122

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 80,764
✓ Roadway Drainage	Standard Internal System	30%	\$ 807,637
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 134,606
✓ Sewer	Minor Adjustments	5%	\$ 134,606
✓ Landscaping and Irrigation		6%	\$ 161,527
✓ Illumination	Standard Illumination System	6%	\$ 161,527
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,480,667

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 4,172,790
Construction Contingency:	20%	\$ 834,558
Mobilization	5%	\$ 208,639
Prep ROW	1%	\$ 41,728
Construction Cost TOTAL:		\$ 5,258,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,258,000
Engineering/Survey/Testing:		16%	\$ 841,280
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,051,600
Impact Fee Project Cost TOTAL:			\$ 7,151,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: HOUSTON ST (1)
Limits: CR 425 to 5,850' E OF CR 425
Impact Fee Class: Major Arterial
Length (lf): 5,850
Service Area(s): Service Area 2

Description: **Project No. 8**
This project consists of widening the existing facility to a six-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	26,000	cy	\$ 16.00	\$ 416,000
201	8" Lime-Treated Subgrade	50,700	sy	\$ 20.00	\$ 1,014,000
301	8" Concrete Pavement	46,800	sy	\$ 100.00	\$ 4,680,000
401	6' Concrete Sidewalk	70,200	sf	\$ 10.00	\$ 702,000
501	Curb & Gutter	23,400	lf	\$ 40.00	\$ 936,000
601	Topsoil	23,400	sy	\$ 10.00	\$ 234,000
701	Turn Lanes	2,016	sy	\$ 120.00	\$ 241,977
Paving Construction Cost Subtotal:					\$ 8,223,977

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 411,199
✓ Pavement Markings/Markers		3%	\$ 246,719
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,467,193
✓ Special Drainage Structures	Minor Stream Crossing (3)	-	\$ 750,000
✓ Water	Minor Adjustments	5%	\$ 411,199
✓ Sewer	Minor Adjustments	5%	\$ 411,199
✓ Landscaping and Irrigation		6%	\$ 493,439
✓ Illumination	Standard Illumination System	6%	\$ 493,439
Other:		\$0	\$ -
Allowance Subtotal:			\$ 5,684,386

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 13,908,364
Construction Contingency:	20% \$ 2,781,673
Mobilization	5% \$ 695,418
Prep ROW	5% \$ 695,418
Construction Cost TOTAL:	\$ 18,081,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 18,081,000
Engineering/Survey/Testing:		16%	\$ 2,892,960
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 4,195,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: HOUSTON ST (2)
Limits: 1,970' W OF CR 477 to 2,475' E OF CR 477
Impact Fee Class: Major Arterial
Length (lf): 4,445
Service Area(s): Service Area 2

Description: **Project No. 9**

This project consists of widening the existing facility to a six-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	19,756	cy	\$ 16.00	\$ 316,089
201	8" Lime-Treated Subgrade	38,523	sy	\$ 20.00	\$ 770,467
301	8" Concrete Pavement	35,560	sy	\$ 100.00	\$ 3,556,000
401	6' Concrete Sidewalk	53,340	sf	\$ 10.00	\$ 533,400
501	Curb & Gutter	17,780	lf	\$ 40.00	\$ 711,200
601	Topsoil	17,780	sy	\$ 10.00	\$ 177,800
701	Turn Lanes	1,532	sy	\$ 120.00	\$ 183,861
Paving Construction Cost Subtotal:					\$ 6,248,817

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 312,441
✓ Pavement Markings/Markers		3%	\$ 187,465
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,874,645
✓ Special Drainage Structures	Bridge Crossing	-	\$ 1,000,000
✓ Water	Minor Adjustments	5%	\$ 312,441
✓ Sewer	Minor Adjustments	5%	\$ 312,441
✓ Landscaping and Irrigation		6%	\$ 374,929
✓ Illumination	Standard Illumination System	6%	\$ 374,929
Other:		\$0	\$ -
Allowance Subtotal:			\$ 4,749,290

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 10,998,107
Construction Contingency:	20%	\$ 2,199,621
Mobilization	5%	\$ 549,905
Prep ROW	5%	\$ 549,905
Construction Cost TOTAL:		\$ 14,298,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 14,298,000
Engineering/Survey/Testing:		16%	\$ 2,287,680
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 3,317,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: HACKBERRY LN (2)
Limits: N POWELL PKWY to N RIGGINS ST
Impact Fee Class: Minor Arterial
Length (lf): 640
Service Area(s): Service Area 2

Description: **Project No. 10**

This project consists of widening the existing facility to a four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	1,991	cy	\$ 16.00	\$ 31,858
202	8" Lime-Treated Subgrade	3,840	sy	\$ 20.00	\$ 76,800
302	8" Concrete Pavement	3,413	sy	\$ 100.00	\$ 341,333
402	6' Concrete Sidewalk	7,680	sf	\$ 10.00	\$ 76,800
502	Curb & Gutter	2,560	lf	\$ 40.00	\$ 102,400
602	Topsoil	2,133	sy	\$ 10.00	\$ 21,333
702	Turn Lanes	216	sy	\$ 120.00	\$ 25,891
Paving Construction Cost Subtotal:					\$ 676,415

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 33,821
✓ Pavement Markings/Markers		3%	\$ 20,292
✓ Roadway Drainage	Standard Internal System	30%	\$ 202,925
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 33,821
✓ Sewer	Minor Adjustments	5%	\$ 33,821
✓ Landscaping and Irrigation		6%	\$ 40,585
✓ Illumination	Standard Illumination System	6%	\$ 40,585
Other:		\$0	\$ -
Allowance Subtotal:			\$ 405,849

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 1,082,265
Construction Contingency:	20%	\$ 216,453
Mobilization	5%	\$ 54,113
Prep ROW	5%	\$ 54,113
Construction Cost TOTAL:		\$ 1,407,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,407,000
Engineering/Survey/Testing:		16%	\$ 225,120
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 140,700
Impact Fee Project Cost TOTAL:			\$ 1,773,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: HACKBERRY LN (3)
Limits: N RIGGINS ST to N SHERLEY AVE
Impact Fee Class: Minor Arterial
Length (lf): 245
Service Area(s): Service Area 2

Description: **Project No.** **11**

This project consists of the construction of a new four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	762	cy	\$ 16.00	\$ 12,196
202	8" Lime-Treated Subgrade	1,470	sy	\$ 20.00	\$ 29,400
302	8" Concrete Pavement	1,307	sy	\$ 100.00	\$ 130,667
402	6' Concrete Sidewalk	2,940	sf	\$ 10.00	\$ 29,400
502	Curb & Gutter	980	lf	\$ 40.00	\$ 39,200
602	Topsoil	817	sy	\$ 10.00	\$ 8,167
702	Turn Lanes	83	sy	\$ 120.00	\$ 9,911
Paving Construction Cost Subtotal:					\$ 258,940

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 7,768
✓ Roadway Drainage	Standard Internal System	30%	\$ 77,682
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 12,947
✓ Sewer	Minor Adjustments	5%	\$ 12,947
✓ Landscaping and Irrigation		6%	\$ 15,536
✓ Illumination	Standard Illumination System	6%	\$ 15,536
✓ Other:	Railroad Crossing	\$500,000	\$ 500,000
Allowance Subtotal:			\$ 642,417

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 901,357
Construction Contingency:	20% \$ 180,271
Mobilization	5% \$ 45,068
Prep ROW	1% \$ 9,014
Construction Cost TOTAL:	\$ 1,136,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,136,000
Engineering/Survey/Testing:		16%	\$ 181,760
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 227,200
Impact Fee Project Cost TOTAL:			\$ 1,545,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: HACKBERRY LN (4)
Limits: N SHERLEY AVE to 140' E OF N SHERLEY AVE
Impact Fee Class: Minor Arterial
Length (lf): 140
Service Area(s): Service Area 2

Description: **Project No.** 12

This project consists of widening the existing facility to a four-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	436	cy	\$ 16.00	\$ 6,969
202	8" Lime-Treated Subgrade	840	sy	\$ 20.00	\$ 16,800
302	8" Concrete Pavement	747	sy	\$ 100.00	\$ 74,667
402	6' Concrete Sidewalk	1,680	sf	\$ 10.00	\$ 16,800
502	Curb & Gutter	560	lf	\$ 40.00	\$ 22,400
602	Topsoil	467	sy	\$ 10.00	\$ 4,667
702	Turn Lanes	47	sy	\$ 120.00	\$ 5,664
Paving Construction Cost Subtotal:					\$ 147,966

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 7,398
✓ Pavement Markings/Markers		3%	\$ 4,439
✓ Roadway Drainage	Standard Internal System	30%	\$ 44,390
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 7,398
✓ Sewer	Minor Adjustments	5%	\$ 7,398
✓ Landscaping and Irrigation		6%	\$ 8,878
✓ Illumination	Standard Illumination System	6%	\$ 8,878
Other:		\$0	\$ -
Allowance Subtotal:			\$ 88,780

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 236,745
Construction Contingency: 20%	\$ 47,349
Mobilization: 5%	\$ 11,837
Prep ROW: 5%	\$ 11,837
Construction Cost TOTAL:	\$ 308,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 308,000
Engineering/Survey/Testing:		16%	\$ 49,280
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 71,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: HACKBERRY LN (5)
Limits: 140' E OF N SHERLEY AVE to 2,215' E OF N SHERLEY AVE
Impact Fee Class: Minor Arterial
Length (lf): 2,075
Service Area(s): Service Area 2

Description: **Project No. 13**

This project consists of the construction of a new four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	6,456	cy	\$ 16.00	\$ 103,289
202	8" Lime-Treated Subgrade	12,450	sy	\$ 20.00	\$ 249,000
302	8" Concrete Pavement	11,067	sy	\$ 100.00	\$ 1,106,667
402	6' Concrete Sidewalk	24,900	sf	\$ 10.00	\$ 249,000
502	Curb & Gutter	8,300	lf	\$ 40.00	\$ 332,000
602	Topsoil	6,917	sy	\$ 10.00	\$ 69,167
702	Turn Lanes	700	sy	\$ 120.00	\$ 83,943
Paving Construction Cost Subtotal:					\$ 2,193,065

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 65,792
✓ Roadway Drainage	Standard Internal System	30%	\$ 657,920
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 109,653
✓ Sewer	Minor Adjustments	5%	\$ 109,653
✓ Landscaping and Irrigation		6%	\$ 131,584
✓ Illumination	Standard Illumination System	6%	\$ 131,584
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,206,186

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 3,399,251
Construction Contingency:	20%	\$ 679,850
Mobilization	5%	\$ 169,963
Prep ROW	1%	\$ 33,993
Construction Cost TOTAL:		\$ 4,284,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,284,000
Engineering/Survey/Testing:		16%	\$ 685,440
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 856,800
Impact Fee Project Cost TOTAL:			\$ 5,826,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: W 2ND ST (2)
Limits: N POWELL PKWY to N RIGGINS ST
Impact Fee Class: Downtown Type B
Length (lf): 625
Service Area(s): Service Area 2

Description: **Project No. 14**

This project consists of widening the existing facility to a two-lane undivided Downtown street.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,181	cy	\$ 16.00	\$ 18,889
205	8" Lime-Treated Subgrade	2,292	sy	\$ 20.00	\$ 45,833
305	8" Concrete Pavement	2,083	sy	\$ 100.00	\$ 208,333
405	6' Concrete Sidewalk	7,500	sf	\$ 10.00	\$ 75,000
505	Curb & Gutter	1,250	lf	\$ 40.00	\$ 50,000
605	Topsoil	556	sy	\$ 10.00	\$ 5,556
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 403,611

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 20,181
✓ Pavement Markings/Markers		3%	\$ 12,108
✓ Roadway Drainage	Standard Internal System	30%	\$ 121,083
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 20,181
✓ Sewer	Minor Adjustments	5%	\$ 20,181
✓ Landscaping and Irrigation		6%	\$ 24,217
✓ Illumination	Standard Illumination System	6%	\$ 24,217
Other:		\$0	\$ -
Allowance Subtotal:			\$ 242,167

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 645,778
Construction Contingency:	20% \$ 129,156
Mobilization	5% \$ 32,289
Prep ROW	5% \$ 32,289
Construction Cost TOTAL:	\$ 840,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 840,000
Engineering/Survey/Testing:		16%	\$ 134,400
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 84,000
Impact Fee Project Cost TOTAL:			\$ 1,058,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: W 3RD ST (2)
Limits: N POWELL PKWY to N RIGGINS ST
Impact Fee Class: Downtown Type B
Length (lf): 630
Service Area(s): Service Area 2

Description: **Project No. 15**

This project consists of widening the existing facility to a two-lane undivided Downtown street.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,190	cy	\$ 16.00	\$ 19,040
205	8" Lime-Treated Subgrade	2,310	sy	\$ 20.00	\$ 46,200
305	8" Concrete Pavement	2,100	sy	\$ 100.00	\$ 210,000
405	6' Concrete Sidewalk	7,560	sf	\$ 10.00	\$ 75,600
505	Curb & Gutter	1,260	lf	\$ 40.00	\$ 50,400
605	Topsoil	560	sy	\$ 10.00	\$ 5,600
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 406,840

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 20,342
✓ Pavement Markings/Markers		3%	\$ 12,205
✓ Roadway Drainage	Standard Internal System	30%	\$ 122,052
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 20,342
✓ Sewer	Minor Adjustments	5%	\$ 20,342
✓ Landscaping and Irrigation		6%	\$ 24,410
✓ Illumination	Standard Illumination System	6%	\$ 24,410
Other:		\$0	\$ -
Allowance Subtotal:			\$ 244,104

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 650,944
Construction Contingency:	20% \$ 130,189
Mobilization	5% \$ 32,547
Prep ROW	5% \$ 32,547
Construction Cost TOTAL:	\$ 847,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 847,000
Engineering/Survey/Testing:		16%	\$ 135,520
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 84,700
Impact Fee Project Cost TOTAL:			\$ 1,067,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: W 5TH ST (3)
Limits: S POWELL PKWY to S RIGGINS ST
Impact Fee Class: Downtown Type B
Length (lf): 645
Service Area(s): Service Area 2

Description: **Project No. 16**

This project consists of widening the existing facility to a two-lane undivided Downtown street.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,218	cy	\$ 16.00	\$ 19,493
205	8" Lime-Treated Subgrade	2,365	sy	\$ 20.00	\$ 47,300
305	8" Concrete Pavement	2,150	sy	\$ 100.00	\$ 215,000
405	6' Concrete Sidewalk	7,740	sf	\$ 10.00	\$ 77,400
505	Curb & Gutter	1,290	lf	\$ 40.00	\$ 51,600
605	Topsoil	573	sy	\$ 10.00	\$ 5,733
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 416,527

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 20,826
✓ Pavement Markings/Markers		3%	\$ 12,496
✓ Roadway Drainage	Standard Internal System	30%	\$ 124,958
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 20,826
✓ Sewer	Minor Adjustments	5%	\$ 20,826
✓ Landscaping and Irrigation		6%	\$ 24,992
✓ Illumination	Standard Illumination System	6%	\$ 24,992
Other:		\$0	\$ -
Allowance Subtotal:			\$ 249,916

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 666,443
Construction Contingency:	20% \$ 133,289
Mobilization	5% \$ 33,322
Prep ROW	5% \$ 33,322
Construction Cost TOTAL:	\$ 867,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 867,000
Engineering/Survey/Testing:		16%	\$ 138,720
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 86,700
Impact Fee Project Cost TOTAL:			\$ 1,092,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: W 7TH ST
Limits: S POWELL PKWY to S RIGGINS ST
Impact Fee Class: Downtown Type B
Length (lf): 725
Service Area(s): Service Area 2

Description: **Project No. 17**
This project consists of widening the existing facility to a two-lane undivided Downtown street.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	1,369	cy	\$ 16.00	\$ 21,911
205	8" Lime-Treated Subgrade	2,658	sy	\$ 20.00	\$ 53,167
305	8" Concrete Pavement	2,417	sy	\$ 100.00	\$ 241,667
405	6' Concrete Sidewalk	8,700	sf	\$ 10.00	\$ 87,000
505	Curb & Gutter	1,450	lf	\$ 40.00	\$ 58,000
605	Topsoil	644	sy	\$ 10.00	\$ 6,444
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 468,189

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 23,409
✓ Pavement Markings/Markers		3%	\$ 14,046
✓ Roadway Drainage	Standard Internal System	30%	\$ 140,457
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 23,409
✓ Sewer	Minor Adjustments	5%	\$ 23,409
✓ Landscaping and Irrigation		6%	\$ 28,091
✓ Illumination	Standard Illumination System	6%	\$ 28,091
Other:		\$0	\$ -
Allowance Subtotal:			\$ 280,913

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 749,102
Construction Contingency:	20% \$ 149,820
Mobilization	5% \$ 37,455
Prep ROW	5% \$ 37,455
Construction Cost TOTAL:	\$ 974,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 974,000
Engineering/Survey/Testing:		16%	\$ 155,840
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 97,400
Impact Fee Project Cost TOTAL:			\$ 1,227,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: W 8TH ST
Limits: S INTERURBAN ST to S RIGGINS ST
Impact Fee Class: Downtown Type B
Length (lf): 385
Service Area(s): Service Area 2

Description: **Project No. 18**

This project consists of widening the existing facility to a two-lane undivided Downtown street.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Roadway Excavation	727	cy	\$ 16.00	\$ 11,636
205	8" Lime-Treated Subgrade	1,412	sy	\$ 20.00	\$ 28,233
305	8" Concrete Pavement	1,283	sy	\$ 100.00	\$ 128,333
405	6' Concrete Sidewalk	4,620	sf	\$ 10.00	\$ 46,200
505	Curb & Gutter	770	lf	\$ 40.00	\$ 30,800
605	Topsoil	342	sy	\$ 10.00	\$ 3,422
705	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 248,624

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 12,431
✓ Pavement Markings/Markers		3%	\$ 7,459
✓ Roadway Drainage	Standard Internal System	30%	\$ 74,587
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 12,431
✓ Sewer	Minor Adjustments	5%	\$ 12,431
✓ Landscaping and Irrigation		6%	\$ 14,917
✓ Illumination	Standard Illumination System	6%	\$ 14,917
Other:		\$0	\$ -
Allowance Subtotal:			\$ 149,175

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 397,799
Construction Contingency:	20% \$ 79,560
Mobilization	5% \$ 19,890
Prep ROW	5% \$ 19,890
Construction Cost TOTAL:	\$ 518,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 518,000
Engineering/Survey/Testing:		16%	\$ 82,880
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 51,800
Impact Fee Project Cost TOTAL:			\$ 653,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: W WHITE ST (4)
Limits: S POWELL PKWY to S INTERURBAN ST
Impact Fee Class: Major Arterial
Length (lf): 355
Service Area(s): Service Area 2

Description: **Project No. 19**

This project consists of widening the existing facility to a six-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	1,578	cy	\$ 16.00	\$ 25,244
201	8" Lime-Treated Subgrade	3,077	sy	\$ 20.00	\$ 61,533
301	8" Concrete Pavement	2,840	sy	\$ 100.00	\$ 284,000
401	6' Concrete Sidewalk	4,260	sf	\$ 10.00	\$ 42,600
501	Curb & Gutter	1,420	lf	\$ 40.00	\$ 56,800
601	Topsoil	1,420	sy	\$ 10.00	\$ 14,200
701	Turn Lanes	122	sy	\$ 120.00	\$ 14,684
Paving Construction Cost Subtotal:					\$ 499,062

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 24,953
✓ Pavement Markings/Markers		3%	\$ 14,972
✓ Roadway Drainage	Standard Internal System	30%	\$ 149,719
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 24,953
✓ Sewer	Minor Adjustments	5%	\$ 24,953
✓ Landscaping and Irrigation		6%	\$ 29,944
✓ Illumination	Standard Illumination System	6%	\$ 29,944
Other:		\$0	\$ -
Allowance Subtotal:			\$ 299,437

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 798,499
Construction Contingency:	20% \$ 159,700
Mobilization	5% \$ 39,925
Prep ROW	5% \$ 39,925
Construction Cost TOTAL:	\$ 1,039,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,039,000
Engineering/Survey/Testing:		16%	\$ 166,240
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 241,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E WHITE ST (1)
Limits: S INTERURBAN ST to 1,640' E OF HOUSTON TO E WHITE CONNECTOR
Impact Fee Class: Major Arterial
Length (lf): 8,040
Service Area(s): Service Area 2

Description: **Project No.** 20

This project consists of widening the existing facility to a six-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	35,733	cy	\$ 16.00	\$ 571,733
201	8" Lime-Treated Subgrade	69,680	sy	\$ 20.00	\$ 1,393,600
301	8" Concrete Pavement	64,320	sy	\$ 100.00	\$ 6,432,000
401	6' Concrete Sidewalk	96,480	sf	\$ 10.00	\$ 964,800
501	Curb & Gutter	32,160	lf	\$ 40.00	\$ 1,286,400
601	Topsoil	32,160	sy	\$ 10.00	\$ 321,600
701	Turn Lanes	2,771	sy	\$ 120.00	\$ 332,564

Paving Construction Cost Subtotal: \$ 11,302,697

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 565,135
✓ Pavement Markings/Markers		3%	\$ 339,081
✓ Roadway Drainage	Standard Internal System	30%	\$ 3,390,809
✓ Special Drainage Structures	Major Stream Crossing (2)	-	\$ 1,000,000
✓ Water	Minor Adjustments	5%	\$ 565,135
✓ Sewer	Minor Adjustments	5%	\$ 565,135
✓ Landscaping and Irrigation		6%	\$ 678,162
✓ Illumination	Standard Illumination System	6%	\$ 678,162
✓ Other:	Railroad Crossing	\$500,000	\$ 500,000
Allowance Subtotal:			\$ 8,281,618

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal: \$ 19,584,315

Construction Contingency: 20% \$ 3,916,863

Mobilization 5% \$ 979,216

Prep ROW 5% \$ 979,216

Construction Cost TOTAL: \$ 25,460,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 25,460,000
Engineering/Survey/Testing:		16%	\$ 4,073,600
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -

Impact Fee Project Cost TOTAL (20% City Contribution) \$ 5,907,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 419 (1)
Limits: 595' S OF E WHITE ST to 745' N OF E FINLEY BLVD
Impact Fee Class: Minor Arterial
Length (lf): 2,430
Service Area(s): Service Area 2

Description: **Project No.** **21**

This project consists of widening the existing facility to a four-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	7,560	cy	\$ 16.00	\$ 120,960
202	8" Lime-Treated Subgrade	14,580	sy	\$ 20.00	\$ 291,600
302	8" Concrete Pavement	12,960	sy	\$ 100.00	\$ 1,296,000
402	6' Concrete Sidewalk	29,160	sf	\$ 10.00	\$ 291,600
502	Curb & Gutter	9,720	lf	\$ 40.00	\$ 388,800
602	Topsoil	8,100	sy	\$ 10.00	\$ 81,000
702	Turn Lanes	819	sy	\$ 120.00	\$ 98,305
Paving Construction Cost Subtotal:					\$ 2,568,265

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 128,413
✓ Pavement Markings/Markers		3%	\$ 77,048
✓ Roadway Drainage	Standard Internal System	30%	\$ 770,479
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 128,413
✓ Sewer	Minor Adjustments	5%	\$ 128,413
✓ Landscaping and Irrigation		6%	\$ 154,096
✓ Illumination	Standard Illumination System	6%	\$ 154,096
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,540,959

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 4,109,223
Construction Contingency:	20%	\$ 821,845
Mobilization	5%	\$ 205,461
Prep ROW	5%	\$ 205,461
Construction Cost TOTAL:		\$ 5,342,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,342,000
Engineering/Survey/Testing:		16%	\$ 854,720
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 1,239,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E FINLEY BLVD (1)
Limits: 930' E OF CR 419 to E WHITE ST
Impact Fee Class: Major Collector
Length (lf): 5,520
Service Area(s): Service Area 2

Description: **Project No.** **22**
This project consists of widening the existing facility to a four-lane undivided TxDOT collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	15,947	cy	\$ 16.00	\$ 255,147
203	8" Lime-Treated Subgrade	31,280	sy	\$ 20.00	\$ 625,600
303	8" Concrete Pavement	29,440	sy	\$ 100.00	\$ 2,944,000
403	6' Concrete Sidewalk	66,240	sf	\$ 10.00	\$ 662,400
503	Curb & Gutter	11,040	lf	\$ 40.00	\$ 441,600
603	Topsoil	12,267	sy	\$ 10.00	\$ 122,667
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 5,051,413

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 252,571
✓ Pavement Markings/Markers		3%	\$ 151,542
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,515,424
✓ Special Drainage Structures	Major Stream Crossing (2)	-	\$ 1,000,000
✓ Water	Minor Adjustments	5%	\$ 252,571
✓ Sewer	Minor Adjustments	5%	\$ 252,571
✓ Landscaping and Irrigation		6%	\$ 303,085
✓ Illumination	Standard Illumination System	6%	\$ 303,085
Other:		\$0	\$ -
Allowance Subtotal:			\$ 4,030,848

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 9,082,261
Construction Contingency:	20% \$ 1,816,452
Mobilization	5% \$ 454,113
Prep ROW	5% \$ 454,113
Construction Cost TOTAL:	\$ 11,807,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 11,807,000
Engineering/Survey/Testing:		16%	\$ 1,889,120
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 2,739,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: E WHITE ST (2)
Limits: E FINLEY BLVD to SAM RAYBURN MEMORIAL HWY
Impact Fee Class: Major Arterial
Length (lf): 5,730
Service Area(s): Service Area 2

Description: **Project No. 23**

This project consists of widening the existing facility to a six-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	25,467	cy	\$ 16.00	\$ 407,467
201	8" Lime-Treated Subgrade	49,660	sy	\$ 20.00	\$ 993,200
301	8" Concrete Pavement	45,840	sy	\$ 100.00	\$ 4,584,000
401	6' Concrete Sidewalk	68,760	sf	\$ 10.00	\$ 687,600
501	Curb & Gutter	22,920	lf	\$ 40.00	\$ 916,800
601	Topsoil	22,920	sy	\$ 10.00	\$ 229,200
701	Turn Lanes	1,975	sy	\$ 120.00	\$ 237,014
Paving Construction Cost Subtotal:					\$ 8,055,280

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 402,764
✓ Pavement Markings/Markers		3%	\$ 241,658
✓ Roadway Drainage	Standard Internal System	30%	\$ 2,416,584
✓ Special Drainage Structures	Minor Stream Crossing (2), Major Stream Crossing	-	\$ 1,000,000
✓ Water	Minor Adjustments	5%	\$ 402,764
✓ Sewer	Minor Adjustments	5%	\$ 402,764
✓ Landscaping and Irrigation		6%	\$ 483,317
✓ Illumination	Standard Illumination System	6%	\$ 483,317
Other:		\$0	\$ -
Allowance Subtotal:			\$ 5,833,168

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 13,888,448
Construction Contingency: 20%	\$ 2,777,690
Mobilization: 5%	\$ 694,422
Prep ROW: 5%	\$ 694,422
Construction Cost TOTAL:	\$ 18,055,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 18,055,000
Engineering/Survey/Testing:		16%	\$ 2,888,800
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 4,189,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: E FINLEY BLVD (2)
Limits: 345' E OF S POWELL PKWY to SHARP ST
Impact Fee Class: Major Collector (4D) (1/2)
Length (lf): 855
Service Area(s): Service Area 2

Description: **Project No. 24**

This project consists of the construction of the additional two lanes of the four-lane collector. The costing assumes a four-lane divided ultimate section in continuity with the adjacent cross-sections.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
110	Unclassified Roadway Excavation	1,330	cy	\$ 16.00	\$ 21,280
210	8" Lime-Treated Subgrade	2,565	sy	\$ 20.00	\$ 51,300
310	8" Concrete Pavement	2,280	sy	\$ 100.00	\$ 228,000
410	6' Concrete Sidewalk	5,130	sf	\$ 10.00	\$ 51,300
510	Curb & Gutter	1,710	lf	\$ 40.00	\$ 68,400
610	Topsoil	2,090	sy	\$ 10.00	\$ 20,900
710	Turn Lanes	261	sy	\$ 120.00	\$ 31,350
Paving Construction Cost Subtotal:					\$ 472,530

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 23,627
✓ Pavement Markings/Markers		3%	\$ 14,176
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 28,352
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 66,154

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 538,684
Construction Contingency:	20% \$ 107,737
Mobilization	5% \$ 26,934
Prep ROW	5% \$ 26,934
Construction Cost TOTAL:	\$ 701,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 701,000
Engineering/Survey/Testing:		16%	\$ 112,160
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 813,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E FINLEY BLVD (3)
Limits: LEONARD AVE to 3,410' E OF LEONARD AVE
Impact Fee Class: Major Collector
Length (lf): 3,410
Service Area(s): Service Area 2

Description: **Project No.** **25**

This project consists of the construction of a new four-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	9,851	cy	\$ 16.00	\$ 157,618
203	8" Lime-Treated Subgrade	19,323	sy	\$ 20.00	\$ 386,467
303	8" Concrete Pavement	18,187	sy	\$ 100.00	\$ 1,818,667
403	6' Concrete Sidewalk	40,920	sf	\$ 10.00	\$ 409,200
503	Curb & Gutter	6,820	lf	\$ 40.00	\$ 272,800
603	Topsoil	7,578	sy	\$ 10.00	\$ 75,778
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 3,120,529

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 93,616
✓ Roadway Drainage	Standard Internal System	30%	\$ 936,159
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 156,026
✓ Sewer	Minor Adjustments	5%	\$ 156,026
✓ Landscaping and Irrigation		6%	\$ 187,232
✓ Illumination	Standard Illumination System	6%	\$ 187,232
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,716,291

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 4,836,820
Construction Contingency:	20%	\$ 967,364
Mobilization	5%	\$ 241,841
Prep ROW	1%	\$ 48,368
Construction Cost TOTAL:		\$ 6,095,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,095,000
Engineering/Survey/Testing:		16%	\$ 975,200
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,219,000
Impact Fee Project Cost TOTAL:			\$ 8,289,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E FOSTER CROSSING RD (1)
Limits: S POWELL PKWY to 260' E OF S POWELL PKWY
Impact Fee Class: Major Collector
Length (lf): 260
Service Area(s): Service Area 2

Description: **Project No. 26**

This project consists of widening the existing facility to a four-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	751	cy	\$ 16.00	\$ 12,018
203	8" Lime-Treated Subgrade	1,473	sy	\$ 20.00	\$ 29,467
303	8" Concrete Pavement	1,387	sy	\$ 100.00	\$ 138,667
403	6' Concrete Sidewalk	3,120	sf	\$ 10.00	\$ 31,200
503	Curb & Gutter	520	lf	\$ 40.00	\$ 20,800
603	Topsoil	578	sy	\$ 10.00	\$ 5,778
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 237,929

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 11,896
✓ Pavement Markings/Markers		3%	\$ 7,138
✓ Roadway Drainage	Standard Internal System	30%	\$ 71,379
✓ Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 11,896
✓ Sewer	Minor Adjustments	5%	\$ 11,896
✓ Landscaping and Irrigation		6%	\$ 14,276
✓ Illumination	Standard Illumination System	6%	\$ 14,276
✓ Other:	Railroad Crossing	\$500,000	\$ 500,000
Allowance Subtotal:			\$ 642,757

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 880,686
Construction Contingency:	20% \$ 176,137
Mobilization	5% \$ 44,034
Prep ROW	5% \$ 44,034
Construction Cost TOTAL:	\$ 1,145,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,145,000
Engineering/Survey/Testing:		16%	\$ 183,200
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 114,500
Impact Fee Project Cost TOTAL:			\$ 1,443,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E FOSTER CROSSING RD (2)
Limits: 260' E OF S POWELL PKWY to LEONARD AVE
Impact Fee Class: Major Collector
Length (lf): 4,030
Service Area(s): Service Area 2

Description: **Project No.** 27
This project consists of widening the existing facility to a four-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	11,642	cy	\$ 16.00	\$ 186,276
203	8" Lime-Treated Subgrade	22,837	sy	\$ 20.00	\$ 456,733
303	8" Concrete Pavement	21,493	sy	\$ 100.00	\$ 2,149,333
403	6' Concrete Sidewalk	48,360	sf	\$ 10.00	\$ 483,600
503	Curb & Gutter	8,060	lf	\$ 40.00	\$ 322,400
603	Topsoil	8,956	sy	\$ 10.00	\$ 89,556
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 3,687,898

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 184,395
✓ Pavement Markings/Markers		3%	\$ 110,637
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,106,369
✓ Special Drainage Structures	Major Stream Crossing	-	\$ 500,000
✓ Water	Minor Adjustments	5%	\$ 184,395
✓ Sewer	Minor Adjustments	5%	\$ 184,395
✓ Landscaping and Irrigation		6%	\$ 221,274
✓ Illumination	Standard Illumination System	6%	\$ 221,274
Other:		\$0	\$ -
Allowance Subtotal:			\$ 2,712,739

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 6,400,636
Construction Contingency:	20% \$ 1,280,127
Mobilization	5% \$ 320,032
Prep ROW	5% \$ 320,032
Construction Cost TOTAL:	\$ 8,321,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 8,321,000
Engineering/Survey/Testing:		16%	\$ 1,331,360
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 832,100
Impact Fee Project Cost TOTAL:			\$ 10,484,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E FOSTER CROSSING RD (3)
Limits: LEONARD AVE to 2,135' E OF LEONARD AVE
Impact Fee Class: Major Collector
Length (lf): 2,135
Service Area(s): Service Area 2

Description: **Project No.** **28**

This project consists of the construction of a new four-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	6,168	cy	\$ 16.00	\$ 98,684
203	8" Lime-Treated Subgrade	12,098	sy	\$ 20.00	\$ 241,967
303	8" Concrete Pavement	11,387	sy	\$ 100.00	\$ 1,138,667
403	6' Concrete Sidewalk	25,620	sf	\$ 10.00	\$ 256,200
503	Curb & Gutter	4,270	lf	\$ 40.00	\$ 170,800
603	Topsoil	4,744	sy	\$ 10.00	\$ 47,444
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,953,762

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 58,613
✓ Roadway Drainage	Standard Internal System	30%	\$ 586,129
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 97,688
✓ Sewer	Minor Adjustments	5%	\$ 97,688
✓ Landscaping and Irrigation		6%	\$ 117,226
✓ Illumination	Standard Illumination System	6%	\$ 117,226
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,074,569

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 3,028,331
Construction Contingency:	20%	\$ 605,666
Mobilization	5%	\$ 151,417
Prep ROW	1%	\$ 30,283
Construction Cost TOTAL:		\$ 3,816,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,816,000
Engineering/Survey/Testing:		16%	\$ 610,560
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 763,200
Impact Fee Project Cost TOTAL:			\$ 5,190,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: E FOSTER CROSSING RD (4)
Limits: 375' W OF OUTER LOOP to CR 419
Impact Fee Class: Major Collector
Length (lf): 3,660
Service Area(s): Service Area 2

Description: **Project No.** **29**

This project consists of the construction of a new four-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Roadway Excavation	10,573	cy	\$ 16.00	\$ 169,173
203	8" Lime-Treated Subgrade	20,740	sy	\$ 20.00	\$ 414,800
303	8" Concrete Pavement	19,520	sy	\$ 100.00	\$ 1,952,000
403	6' Concrete Sidewalk	43,920	sf	\$ 10.00	\$ 439,200
503	Curb & Gutter	7,320	lf	\$ 40.00	\$ 292,800
603	Topsoil	8,133	sy	\$ 10.00	\$ 81,333
703	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 3,349,307

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 100,479
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,004,792
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 167,465
✓ Sewer	Minor Adjustments	5%	\$ 167,465
✓ Landscaping and Irrigation		6%	\$ 200,958
✓ Illumination	Standard Illumination System	6%	\$ 200,958
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,842,119

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 5,191,425
Construction Contingency:	20%	\$ 1,038,285
Mobilization	5%	\$ 259,571
Prep ROW	1%	\$ 51,914
Construction Cost TOTAL:		\$ 6,542,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,542,000
Engineering/Survey/Testing:		16%	\$ 1,046,720
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,308,400
Impact Fee Project Cost TOTAL:			\$ 8,897,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 417
Limits: CR 418 to CR 419
Impact Fee Class: Major Arterial
Length (lf): 3,455
Service Area(s): Service Area 2

Description: **Project No.** **30**

This project consists of widening the existing facility to a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	15,356	cy	\$ 16.00	\$ 245,689
201	8" Lime-Treated Subgrade	29,943	sy	\$ 20.00	\$ 598,867
301	8" Concrete Pavement	27,640	sy	\$ 100.00	\$ 2,764,000
401	6' Concrete Sidewalk	41,460	sf	\$ 10.00	\$ 414,600
501	Curb & Gutter	13,820	lf	\$ 40.00	\$ 552,800
601	Topsoil	13,820	sy	\$ 10.00	\$ 138,200
701	Turn Lanes	1,191	sy	\$ 120.00	\$ 142,911
Paving Construction Cost Subtotal:					\$ 4,857,067

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 242,853
✓ Pavement Markings/Markers		3%	\$ 145,712
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,457,120
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 242,853
✓ Sewer	Minor Adjustments	5%	\$ 242,853
✓ Landscaping and Irrigation		6%	\$ 291,424
✓ Illumination	Standard Illumination System	6%	\$ 291,424
Other:		\$0	\$ -
Allowance Subtotal:			\$ 3,164,240

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 8,021,307
Construction Contingency:	20%	\$ 1,604,261
Mobilization	5%	\$ 401,065
Prep ROW	5%	\$ 401,065
Construction Cost TOTAL:		\$ 10,428,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 10,428,000
Engineering/Survey/Testing:		16%	\$ 1,668,480
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 1,042,800
Impact Fee Project Cost TOTAL:			\$ 13,139,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: E FOSTER CROSSING TO OUTER LOOP CONNECTION
Limits: E FOSTER CROSSING RD to OUTER LOOP
Impact Fee Class: Minor Collector
Length (lf): 1,885
Service Area(s): Service Area 2

Description: **Project No. 31**

This project consists of the construction of a new three-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Roadway Excavation	4,398	cy	\$ 16.00	\$ 70,373
204	8" Lime-Treated Subgrade	8,587	sy	\$ 20.00	\$ 171,744
304	8" Concrete Pavement	7,959	sy	\$ 100.00	\$ 795,889
404	6' Concrete Sidewalk	22,620	sf	\$ 10.00	\$ 226,200
504	Curb & Gutter	3,770	lf	\$ 40.00	\$ 150,800
604	Topsoil	2,094	sy	\$ 10.00	\$ 20,944
704	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,435,951

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 43,079
✓ Roadway Drainage	Standard Internal System	30%	\$ 430,785
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 71,798
✓ Sewer	Minor Adjustments	5%	\$ 71,798
✓ Landscaping and Irrigation		6%	\$ 86,157
✓ Illumination	Standard Illumination System	6%	\$ 86,157
Other:		\$0	\$ -
Allowance Subtotal:			\$ 789,773

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,225,724
Construction Contingency:	20%
Mobilization	5%
Prep ROW	1%
Construction Cost TOTAL:	\$ 2,805,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,805,000
Engineering/Survey/Testing:		16%	\$ 448,800
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 561,000
Impact Fee Project Cost TOTAL:			\$ 3,815,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: S VAIL ST
Limits: E FOSTER CROSSING RD to OUTER LOOP
Impact Fee Class: Minor Collector
Length (lf): 1,780
Service Area(s): Service Area 2

Description: **Project No.** **32**

This project consists of the construction of a new three-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Roadway Excavation	4,153	cy	\$ 16.00	\$ 66,453
204	8" Lime-Treated Subgrade	8,109	sy	\$ 20.00	\$ 162,178
304	8" Concrete Pavement	7,516	sy	\$ 100.00	\$ 751,556
404	6' Concrete Sidewalk	21,360	sf	\$ 10.00	\$ 213,600
504	Curb & Gutter	3,560	lf	\$ 40.00	\$ 142,400
604	Topsoil	1,978	sy	\$ 10.00	\$ 19,778
704	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,355,964

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 40,679
✓ Roadway Drainage	Standard Internal System	30%	\$ 406,789
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 67,798
✓ Sewer	Minor Adjustments	5%	\$ 67,798
✓ Landscaping and Irrigation		6%	\$ 81,358
✓ Illumination	Standard Illumination System	6%	\$ 81,358
Other:		\$0	\$ -
Allowance Subtotal:			\$ 745,780

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,101,745
Construction Contingency:	20% \$ 420,349
Mobilization	5% \$ 105,087
Prep ROW	1% \$ 21,017
Construction Cost TOTAL:	\$ 2,649,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,649,000
Engineering/Survey/Testing:		16%	\$ 423,840
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 529,800
Impact Fee Project Cost TOTAL:			\$ 3,603,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 427
Limits: 880' N OF CR 376 to CR 376
Impact Fee Class: Minor Collector
Length (lf): 880
Service Area(s): Service Area 2

Description: **Project No.** **33**

This project consists of widening the existing facility to a three-lane undivided collector.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Roadway Excavation	2,053	cy	\$ 16.00	\$ 32,853
204	8" Lime-Treated Subgrade	4,009	sy	\$ 20.00	\$ 80,178
304	8" Concrete Pavement	3,716	sy	\$ 100.00	\$ 371,556
404	6' Concrete Sidewalk	10,560	sf	\$ 10.00	\$ 105,600
504	Curb & Gutter	1,760	lf	\$ 40.00	\$ 70,400
604	Topsoil	978	sy	\$ 10.00	\$ 9,778
704	Turn Lanes	0	sy	\$ 120.00	\$ -
Paving Construction Cost Subtotal:					\$ 670,364

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 33,518
✓ Pavement Markings/Markers		3%	\$ 20,111
✓ Roadway Drainage	Standard Internal System	30%	\$ 201,109
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 33,518
✓ Sewer	Minor Adjustments	5%	\$ 33,518
✓ Landscaping and Irrigation		6%	\$ 40,222
✓ Illumination	Standard Illumination System	6%	\$ 40,222
Other:		\$0	\$ -
Allowance Subtotal:			\$ 402,219

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,072,583
Construction Contingency:	20% \$ 214,517
Mobilization	5% \$ 53,629
Prep ROW	5% \$ 53,629
Construction Cost TOTAL:	\$ 1,395,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,395,000
Engineering/Survey/Testing:		16%	\$ 223,200
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 139,500
Impact Fee Project Cost TOTAL:			\$ 1,758,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 425
Limits: 1,540' N OF E ROSAMOND PKWY to E ROSAMOND PKWY
Impact Fee Class: Major Arterial
Length (lf): 1,540
Service Area(s): Service Area 2

Description: **Project No.** **34**

This project consists of widening the existing facility to a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	6,844	cy	\$ 16.00	\$ 109,511
201	8" Lime-Treated Subgrade	13,347	sy	\$ 20.00	\$ 266,933
301	8" Concrete Pavement	12,320	sy	\$ 100.00	\$ 1,232,000
401	6' Concrete Sidewalk	18,480	sf	\$ 10.00	\$ 184,800
501	Curb & Gutter	6,160	lf	\$ 40.00	\$ 246,400
601	Topsoil	6,160	sy	\$ 10.00	\$ 61,600
701	Turn Lanes	531	sy	\$ 120.00	\$ 63,700
Paving Construction Cost Subtotal:					\$ 2,164,944

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 108,247
✓ Pavement Markings/Markers		3%	\$ 64,948
✓ Roadway Drainage	Standard Internal System	30%	\$ 649,483
✓ Special Drainage Structures	Minor Stream Crossing	-	\$ 250,000
✓ Water	Minor Adjustments	5%	\$ 108,247
✓ Sewer	Minor Adjustments	5%	\$ 108,247
✓ Landscaping and Irrigation		6%	\$ 129,897
✓ Illumination	Standard Illumination System	6%	\$ 129,897
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,548,967

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 3,713,911
Construction Contingency:	20%	\$ 742,782
Mobilization	5%	\$ 185,696
Prep ROW	5%	\$ 185,696
Construction Cost TOTAL:		\$ 4,829,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,829,000
Engineering/Survey/Testing:		16%	\$ 772,640
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 482,900
Impact Fee Project Cost TOTAL:			\$ 6,085,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: HOUSTON ST (3)
Limits: E ROSAMOND PKWY to LEONARD AVE
Impact Fee Class: Major Arterial
Length (lf): 1,410
Service Area(s): Service Area 2

Description: **Project No. 35**

This project consists of widening the existing facility to a six-lane divided TxDOT arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	6,267	cy	\$ 16.00	\$ 100,267
201	8" Lime-Treated Subgrade	12,220	sy	\$ 20.00	\$ 244,400
301	8" Concrete Pavement	11,280	sy	\$ 100.00	\$ 1,128,000
401	6' Concrete Sidewalk	16,920	sf	\$ 10.00	\$ 169,200
501	Curb & Gutter	5,640	lf	\$ 40.00	\$ 225,600
601	Topsoil	5,640	sy	\$ 10.00	\$ 56,400
701	Turn Lanes	486	sy	\$ 120.00	\$ 58,323
Paving Construction Cost Subtotal:					\$ 1,982,189

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 99,109
✓ Pavement Markings/Markers		3%	\$ 59,466
✓ Roadway Drainage	Standard Internal System	30%	\$ 594,657
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 99,109
✓ Sewer	Minor Adjustments	5%	\$ 99,109
✓ Landscaping and Irrigation		6%	\$ 118,931
✓ Illumination	Standard Illumination System	6%	\$ 118,931
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,189,314

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 3,171,503
Construction Contingency:	20%	\$ 634,301
Mobilization	5%	\$ 158,575
Prep ROW	5%	\$ 158,575
Construction Cost TOTAL:		\$ 4,123,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,123,000
Engineering/Survey/Testing:		16%	\$ 659,680
ROW/Easement Acquisition:	TxDOT Roadway	0%	\$ -
Impact Fee Project Cost TOTAL (20% City Contribution)			\$ 957,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: LEONARD AVE (1)
Limits: HOUSTON ST to 485' S OF HOUSTON ST
Impact Fee Class: Major Arterial
Length (lf): 485
Service Area(s): Service Area 2

Description: **Project No.** **36**

This project consists of the construction of a new six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	2,156	cy	\$ 16.00	\$ 34,489
201	8" Lime-Treated Subgrade	4,203	sy	\$ 20.00	\$ 84,067
301	8" Concrete Pavement	3,880	sy	\$ 100.00	\$ 388,000
401	6' Concrete Sidewalk	5,820	sf	\$ 10.00	\$ 58,200
501	Curb & Gutter	1,940	lf	\$ 40.00	\$ 77,600
601	Topsoil	1,940	sy	\$ 10.00	\$ 19,400
701	Turn Lanes	167	sy	\$ 120.00	\$ 20,061
Paving Construction Cost Subtotal:					\$ 681,817

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 20,455
✓ Roadway Drainage	Standard Internal System	30%	\$ 204,545
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 34,091
✓ Sewer	Minor Adjustments	5%	\$ 34,091
✓ Landscaping and Irrigation		6%	\$ 40,909
✓ Illumination	Standard Illumination System	6%	\$ 40,909
Other:		\$0	\$ -
Allowance Subtotal:			\$ 374,999

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 1,056,816
Construction Contingency:	20%	\$ 211,363
Mobilization	5%	\$ 52,841
Prep ROW	1%	\$ 10,568
Construction Cost TOTAL:		\$ 1,332,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,332,000
Engineering/Survey/Testing:		16%	\$ 213,120
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 266,400
Impact Fee Project Cost TOTAL:			\$ 1,812,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: LEONARD AVE (2)
Limits: 1,565' N OF E WHITE ST to 930' N OF E WHITE ST
Impact Fee Class: Major Arterial
Length (lf): 635
Service Area(s): Service Area 2

Description: **Project No.** **37**

This project consists of the construction of a new six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	2,822	cy	\$ 16.00	\$ 45,156
201	8" Lime-Treated Subgrade	5,503	sy	\$ 20.00	\$ 110,067
301	8" Concrete Pavement	5,080	sy	\$ 100.00	\$ 508,000
401	6' Concrete Sidewalk	7,620	sf	\$ 10.00	\$ 76,200
501	Curb & Gutter	2,540	lf	\$ 40.00	\$ 101,600
601	Topsoil	2,540	sy	\$ 10.00	\$ 25,400
701	Turn Lanes	219	sy	\$ 120.00	\$ 26,266
Paving Construction Cost Subtotal:					\$ 892,688

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 26,781
✓ Roadway Drainage	Standard Internal System	30%	\$ 267,806
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 44,634
✓ Sewer	Minor Adjustments	5%	\$ 44,634
✓ Landscaping and Irrigation		6%	\$ 53,561
✓ Illumination	Standard Illumination System	6%	\$ 53,561
Other:		\$0	\$ -
Allowance Subtotal:			\$ 490,978

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 1,383,667
Construction Contingency:	20% \$ 276,733
Mobilization	5% \$ 69,183
Prep ROW	1% \$ 13,837
Construction Cost TOTAL:	\$ 1,744,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,744,000
Engineering/Survey/Testing:		16%	\$ 279,040
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 348,800
Impact Fee Project Cost TOTAL:			\$ 2,372,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: LEONARD AVE (3)
Limits: E WHITE ST to E FINLEY BLVD
Impact Fee Class: Major Arterial
Length (lf): 3,735
Service Area(s): Service Area 2

Description: **Project No.** **38**

This project consists of the construction of a new six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	16,600	cy	\$ 16.00	\$ 265,600
201	8" Lime-Treated Subgrade	32,370	sy	\$ 20.00	\$ 647,400
301	8" Concrete Pavement	29,880	sy	\$ 100.00	\$ 2,988,000
401	6' Concrete Sidewalk	44,820	sf	\$ 10.00	\$ 448,200
501	Curb & Gutter	14,940	lf	\$ 40.00	\$ 597,600
601	Topsoil	14,940	sy	\$ 10.00	\$ 149,400
701	Turn Lanes	1,287	sy	\$ 120.00	\$ 154,493
Paving Construction Cost Subtotal:					\$ 5,250,693

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 157,521
✓ Roadway Drainage	Standard Internal System	30%	\$ 1,575,208
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 262,535
✓ Sewer	Minor Adjustments	5%	\$ 262,535
✓ Landscaping and Irrigation		6%	\$ 315,042
✓ Illumination	Standard Illumination System	6%	\$ 315,042
Other:		\$0	\$ -
Allowance Subtotal:			\$ 2,887,881

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 8,138,574
Construction Contingency:	20%	\$ 1,627,715
Mobilization	5%	\$ 406,929
Prep ROW	1%	\$ 81,386
Construction Cost TOTAL:		\$ 10,255,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 10,255,000
Engineering/Survey/Testing:		16%	\$ 1,640,800
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 2,051,000
Impact Fee Project Cost TOTAL:			\$ 13,947,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: LEONARD AVE (4)
Limits: E FINLEY BLVD to 3,415' S OF E FINLEY BLVD
Impact Fee Class: Major Arterial (1/3)
Length (lf): 3,415
Service Area(s): Service Area 2

Description: **Project No.** **39**

This project consists of the construction of the additional two lanes of the ultimate six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Roadway Excavation	5,312	cy	\$ 16.00	\$ 84,996
207	8" Lime-Treated Subgrade	10,245	sy	\$ 20.00	\$ 204,900
307	8" Concrete Pavement	9,107	sy	\$ 100.00	\$ 910,667
407	6' Concrete Sidewalk	0	sf	\$ 10.00	\$ -
507	Curb & Gutter	6,830	lf	\$ 40.00	\$ 273,200
607	Topsoil	0	sy	\$ 10.00	\$ -
707	Turn Lanes	755	sy	\$ 120.00	\$ 90,549
Paving Construction Cost Subtotal:					\$ 1,564,311

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 78,216
✓ Pavement Markings/Markers		3%	\$ 46,929
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 93,859
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 219,004

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 1,783,315
Construction Contingency:	20%	\$ 356,663
Mobilization	5%	\$ 89,166
Prep ROW	5%	\$ 89,166
Construction Cost TOTAL:		\$ 2,319,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,319,000
Engineering/Survey/Testing:		16%	\$ 371,040
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 2,690,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: LEONARD AVE (5)
Limits: 3,415' S OF E FINLEY BLVD to 1,135' N OF E FOSTER CROSSING RD
Impact Fee Class: Major Arterial (2/3)
Length (lf): 675
Service Area(s): Service Area 2

Description: **Project No.** **40**

This project consists of the construction of the additional four lanes of the ultimate six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Roadway Excavation	2,025	cy	\$ 16.00	\$ 32,400
208	8" Lime-Treated Subgrade	3,938	sy	\$ 20.00	\$ 78,750
308	8" Concrete Pavement	3,600	sy	\$ 100.00	\$ 360,000
408	6' Concrete Sidewalk	4,050	sf	\$ 10.00	\$ 40,500
508	Curb & Gutter	2,025	lf	\$ 40.00	\$ 81,000
608	Topsoil	1,950	sy	\$ 10.00	\$ 19,500
708	Turn Lanes	211	sy	\$ 120.00	\$ 25,364
Paving Construction Cost Subtotal:					\$ 637,514

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 31,876
✓ Pavement Markings/Markers		3%	\$ 19,125
Roadway Drainage	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	-	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation		6%	\$ 38,251
Illumination	None Anticipated	0%	\$ -
Other:		\$0	\$ -
Allowance Subtotal:			\$ 89,252

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 726,766
Construction Contingency:	20% \$ 145,353
Mobilization	5% \$ 36,338
Prep ROW	5% \$ 36,338
Construction Cost TOTAL:	\$ 945,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 945,000
Engineering/Survey/Testing:		16%	\$ 151,200
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 1,096,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: LEONARD AVE (6)
Limits: 1,135' N OF E FOSTER CROSSING RD to E FOSTER CROSSING RD
Impact Fee Class: Major Arterial
Length (lf): 1,135
Service Area(s): Service Area 2

Description: **Project No. 41**

This project consists of widening the existing facility to a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	5,044	cy	\$ 16.00	\$ 80,711
201	8" Lime-Treated Subgrade	9,837	sy	\$ 20.00	\$ 196,733
301	8" Concrete Pavement	9,080	sy	\$ 100.00	\$ 908,000
401	6' Concrete Sidewalk	13,620	sf	\$ 10.00	\$ 136,200
501	Curb & Gutter	4,540	lf	\$ 40.00	\$ 181,600
601	Topsoil	4,540	sy	\$ 10.00	\$ 45,400
701	Turn Lanes	391	sy	\$ 120.00	\$ 46,948
Paving Construction Cost Subtotal:					\$ 1,595,592

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 79,780
✓ Pavement Markings/Markers		3%	\$ 47,868
✓ Roadway Drainage	Standard Internal System	30%	\$ 478,678
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 79,780
✓ Sewer	Minor Adjustments	5%	\$ 79,780
✓ Landscaping and Irrigation		6%	\$ 95,736
✓ Illumination	Standard Illumination System	6%	\$ 95,736
Other:		\$0	\$ -
Allowance Subtotal:			\$ 957,355

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:	\$ 2,552,947
Construction Contingency:	20% \$ 510,589
Mobilization	5% \$ 127,647
Prep ROW	5% \$ 127,647
Construction Cost TOTAL:	\$ 3,319,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,319,000
Engineering/Survey/Testing:		16%	\$ 531,040
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 331,900
Impact Fee Project Cost TOTAL:			\$ 4,182,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: LEONARD AVE (7)
Limits: E FOSTER CROSSING RD to OUTER LOOP
Impact Fee Class: Major Arterial
Length (lf): 1,990
Service Area(s): Service Area 2

Description: **Project No.** **42**

This project consists of the construction of a new six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Roadway Excavation	8,844	cy	\$ 16.00	\$ 141,511
201	8" Lime-Treated Subgrade	17,247	sy	\$ 20.00	\$ 344,933
301	8" Concrete Pavement	15,920	sy	\$ 100.00	\$ 1,592,000
401	6' Concrete Sidewalk	23,880	sf	\$ 10.00	\$ 238,800
501	Curb & Gutter	7,960	lf	\$ 40.00	\$ 318,400
601	Topsoil	7,960	sy	\$ 10.00	\$ 79,600
701	Turn Lanes	686	sy	\$ 120.00	\$ 82,314
Paving Construction Cost Subtotal:					\$ 2,797,558

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 83,927
✓ Roadway Drainage	Standard Internal System	30%	\$ 839,267
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 139,878
✓ Sewer	Minor Adjustments	5%	\$ 139,878
✓ Landscaping and Irrigation		6%	\$ 167,853
✓ Illumination	Standard Illumination System	6%	\$ 167,853
Other:		\$0	\$ -
Allowance Subtotal:			\$ 1,538,657

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 4,336,215
Construction Contingency:	20%	\$ 867,243
Mobilization	5%	\$ 216,811
Prep ROW	1%	\$ 43,362
Construction Cost TOTAL:		\$ 5,464,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 5,464,000
Engineering/Survey/Testing:		16%	\$ 874,240
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 1,092,800
Impact Fee Project Cost TOTAL:			\$ 7,431,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Anna.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated:

6/28/2022

Project Information:

Name: CR 419 (2)
Limits: 3,965' S OF E FINLEY BLVD to 5,485' S OF E FINLEY BLVD
Impact Fee Class: Minor Arterial
Length (lf): 1,520
Service Area(s): Service Area 2

Description: **Project No. 43**

This project consists of the construction of a new four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	4,729	cy	\$ 16.00	\$ 75,662
202	8" Lime-Treated Subgrade	9,120	sy	\$ 20.00	\$ 182,400
302	8" Concrete Pavement	8,107	sy	\$ 100.00	\$ 810,667
402	6' Concrete Sidewalk	18,240	sf	\$ 10.00	\$ 182,400
502	Curb & Gutter	6,080	lf	\$ 40.00	\$ 243,200
602	Topsoil	5,067	sy	\$ 10.00	\$ 50,667
702	Turn Lanes	512	sy	\$ 120.00	\$ 61,491
Paving Construction Cost Subtotal:					\$ 1,606,486

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	0%	\$ -
✓ Pavement Markings/Markers		3%	\$ 48,195
✓ Roadway Drainage	Standard Internal System	30%	\$ 481,946
Special Drainage Structures	None Anticipated	-	\$ -
✓ Water	Minor Adjustments	5%	\$ 80,324
✓ Sewer	Minor Adjustments	5%	\$ 80,324
✓ Landscaping and Irrigation		6%	\$ 96,389
✓ Illumination	Standard Illumination System	6%	\$ 96,389
Other:		\$0	\$ -
Allowance Subtotal:			\$ 883,568

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 2,490,054
Construction Contingency:	20%	\$ 498,011
Mobilization	5%	\$ 124,503
Prep ROW	1%	\$ 24,901
Construction Cost TOTAL:		\$ 3,138,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,138,000
Engineering/Survey/Testing:		16%	\$ 502,080
ROW/Easement Acquisition:	New Roadway Alignment	20%	\$ 627,600
Impact Fee Project Cost TOTAL:			\$ 4,268,000

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City of Anna
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/28/2022

Project Information:

Name: CR 419 (3)
Limits: 1,030' N OF E FOSTER CROSSING RD to CR 417
Impact Fee Class: Minor Arterial
Length (lf): 2,535
Service Area(s): Service Area 2

Description: **Project No.** **44**

This project consists of widening the existing facility to a four-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Roadway Excavation	7,887	cy	\$ 16.00	\$ 126,187
202	8" Lime-Treated Subgrade	15,210	sy	\$ 20.00	\$ 304,200
302	8" Concrete Pavement	13,520	sy	\$ 100.00	\$ 1,352,000
402	6' Concrete Sidewalk	30,420	sf	\$ 10.00	\$ 304,200
502	Curb & Gutter	10,140	lf	\$ 40.00	\$ 405,600
602	Topsoil	8,450	sy	\$ 10.00	\$ 84,500
702	Turn Lanes	855	sy	\$ 120.00	\$ 102,552
Paving Construction Cost Subtotal:					\$ 2,679,239

Major Construction Component Allowances:**

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 133,962
✓ Pavement Markings/Markers		3%	\$ 80,377
✓ Roadway Drainage	Standard Internal System	30%	\$ 803,772
✓ Special Drainage Structures	Minor Stream Crossing (2)	-	\$ 500,000
✓ Water	Minor Adjustments	5%	\$ 133,962
✓ Sewer	Minor Adjustments	5%	\$ 133,962
✓ Landscaping and Irrigation		6%	\$ 160,754
✓ Illumination	Standard Illumination System	6%	\$ 160,754
Other:		\$0	\$ -
Allowance Subtotal:			\$ 2,107,543

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		\$ 4,786,782
Construction Contingency:	20%	\$ 957,356
Mobilization	5%	\$ 239,339
Prep ROW	5%	\$ 239,339
Construction Cost TOTAL:		\$ 6,223,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,223,000
Engineering/Survey/Testing:		16%	\$ 995,680
ROW/Easement Acquisition:	Existing Alignment	10%	\$ 622,300
Impact Fee Project Cost TOTAL:			\$ 7,841,000

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Appendix B – Capital Improvements Plan Units of Supply

City of Anna - 2022 Roadway Impact Fee Study

Capital Improvements Plan Plan Units of Supply

Service Area 1

6/28/2022

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME*	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
1	CR 373	595' W OF N POWELL PKWY TO N POWELL PKWY	0.11	4	Minor Arterial	92	50%	725	160	5	154	\$ 1,649,000	\$ 824,500
2	CR 371 (1)	245' W OF CR 368 TO CENTRAL EXPRESSWAY SB	0.36	6	Major Arterial	New	100%	775	1,674	0	1,674	\$ 7,132,000	\$ 7,132,000
3	CR 371 (2)	CENTRAL EXPRESSWAY SB TO 910' E OF CENTRAL EXPRESSWAY NB	0.30	6	Major Arterial	298	100%	775	1,395	89	1,306	\$ 7,980,000	\$ 7,980,000
4	CR 371 (3)	910' E OF CENTRAL EXPRESSWAY NB TO 1,075' E OF CR 374	0.24	6	Major Arterial	New	100%	775	1,116	0	1,116	\$ 4,799,000	\$ 4,799,000
5	CR 371 (4)	595' W OF BRYANT FARM RD TO BRYANT FARM RD	0.11	6	Major Arterial	New	100%	775	512	0	512	\$ 2,222,000	\$ 2,222,000
6	CR 371 (5)	BRYANT FARM RD TO N POWELL PKWY	0.71	6	Major Arterial	124	100%	775	3,302	88	3,213	\$ 14,208,000	\$ 14,208,000
7	CR 370 (1)	5,795' W OF CR 368 TO CR 368	1.10	6	Major Arterial	New	100%	775	5,115	0	5,115	\$ 21,639,000	\$ 21,639,000
8	CR 370 (2)	CR 368 TO CENTRAL EXPRESSWAY SB	0.18	6	Major Arterial	119	100%	775	837	21	816	\$ 3,575,000	\$ 3,575,000
9	W ROSAMOND PKWY (1)	CENTRAL EXPRESSWAY NB TO CR 374	0.22	6	Major Arterial	6	100%	775	1,023	1	1,022	\$ 4,201,000	\$ 4,201,000
10	W ROSAMOND PKWY (2)	CR 374 TO 1,170' W OF W CROSSING BLVD	0.86	6	Major Arterial	New	100%	775	3,999	0	3,999	\$ 17,734,000	\$ 17,734,000
11	W ROSAMOND PKWY (3)	1,170' W OF W CROSSING BLVD TO LANGDON DR	0.53	4	Major Arterial (2/3)	N/A	100%	775	1,643	0	1,643	\$ 5,317,000	\$ 5,317,000
12	W ROSAMOND PKWY (4)	LANGDON DR TO 740' E OF LANGDON DR	0.14	2	Major Arterial (1/3)	N/A	100%	775	217	0	217	\$ 1,337,000	\$ 1,337,000
13	W ROSAMOND PKWY (5)	740' E OF LANGDON DR TO N POWELL PKWY	0.23	4	Major Arterial (2/3)	N/A	100%	775	713	0	713	\$ 1,933,000	\$ 1,933,000
14	ROLLINS RD (1)	CR 374 TO 615' W OF W CROSSING BLVD	1.01	3	Minor Collector	6	100%	525	1,591	6	1,585	\$ 11,510,000	\$ 11,510,000
15	ROLLINS RD (2)	615' W OF W CROSSING BLVD TO W CROSSING BLVD	0.12	3	Minor Collector	New	100%	525	189	0	189	\$ 1,244,000	\$ 1,244,000
16	HACKBERRY DR (1)	CR 374 TO 1,365' W OF N FERGUSON PKWY	0.54	4	Minor Arterial	New	100%	725	1,566	0	1,566	\$ 8,486,000	\$ 8,486,000
17	HACKBERRY DR (2)	1,365' W OF N FERGUSON PKWY TO N FERGUSON PKWY	0.26	2	Minor Arterial (1/2)	N/A	100%	725	377	0	377	\$ 1,298,000	\$ 1,298,000
18	HACKBERRY LN (1)	640' W OF N JAMES ST TO N POWELL PKWY	0.18	4	Minor Arterial	200	100%	725	522	36	486	\$ 2,688,000	\$ 2,688,000
19	W 2ND ST (1)	340' W OF N JAMES DR TO N POWELL PKWY	0.13	2	Downtown Type B	50	100%	425	111	7	104	\$ 1,126,000	\$ 1,126,000
20	W 3RD ST (1)	HARPER DR TO N POWELL PKWY	0.11	2	Downtown Type B	50	100%	425	94	6	88	\$ 990,000	\$ 990,000
21	HARPER DR	W 3RD ST TO N JAMES DR	0.11	2	Downtown Type B	50	100%	425	94	6	88	\$ 956,000	\$ 956,000
22	W 5TH ST (1)	215' W OF S JAMES DR TO S JAMES DR	0.04	2	Downtown Type B	New	100%	425	34	0	34	\$ 370,000	\$ 370,000
23	W 5TH ST (2)	S JAMES DR TO S POWELL PKWY	0.06	2	Downtown Type B	50	100%	425	51	3	48	\$ 517,000	\$ 517,000
24	FM 455 (1)	1,330' W OF FM 3356 TO 140' W OF CR 289	1.28	6	Major Arterial	186	100%	775	5,952	238	5,714	\$ 5,347,000	\$ 5,347,000
25	FM 455 (2)	80' S OF FM 290 TO 180' N OF COWAN RD	0.83	6	Major Arterial	302	100%	775	3,860	251	3,609	\$ 3,437,000	\$ 3,437,000
26	FM 455 (3)	180' E OF COWAN RD TO W WHITE ST	1.21	6	Major Arterial	302	100%	775	5,627	365	5,261	\$ 5,020,000	\$ 5,020,000
27	W WHITE ST (1)	FM 455 TO CR 286	0.51	6	Major Arterial	302	100%	775	2,372	154	2,217	\$ 1,983,000	\$ 1,983,000
28	W WHITE ST (2)	CR 286 TO CENTRAL EXPRESSWAY SB	0.27	2	Major Arterial (1/3)	N/A	100%	775	419	0	419	\$ 225,000	\$ 225,000
29	W WHITE ST (3)	CENTRAL EXPRESSWAY NB TO S POWELL PKWY	1.98	2	Major Arterial (1/3)	N/A	100%	775	3,069	0	3,069	\$ 1,643,000	\$ 1,643,000
30	CR 284 (1)	2,860' W OF CR 286 TO 415' E OF CR 286	0.62	4	Major Collector	New	100%	650	1,612	0	1,612	\$ 7,961,000	\$ 7,961,000
31	CR 284 (2)	1,905' W OF CENTRAL EXPRESSWAY SB TO 610' W OF CENTRAL EXPRESSWAY NB	0.25	4	Major Collector	6	50%	650	325	1	324	\$ 3,515,000	\$ 1,757,500
32	CR 284 (3)	610' W OF CENTRAL EXPRESSWAY SB TO CENTRAL EXPRESSWAY NB	0.18	4	Major Collector	New	100%	650	468	0	468	\$ 4,832,000	\$ 4,832,000
33	TAYLOR BLVD (1)	CENTRAL EXPRESSWAY NB TO 3,775' E OF CENTRAL EXPRESSWAY NB	0.71	4	Major Collector	202	50%	650	923	72	851	\$ 11,511,000	\$ 5,755,500
34	TAYLOR BLVD (2)	3,775' E OF CENTRAL EXPRESSWAY NB TO 4,600' E OF CENTRAL EXPRESSWAY NB	0.16	4	Major Collector	150	100%	650	416	24	392	\$ 1,979,000	\$ 1,979,000
35	TAYLOR BLVD (3)	4,600' E OF CENTRAL EXPRESSWAY NB TO 4,825' E OF CENTRAL EXPRESSWAY NB	0.04	4	Major Collector	150	50%	650	52	3	49	\$ 541,000	\$ 270,500
36	W FINLEY BLVD (1)	S FERGUSON PKWY TO 2,700' E OF S FERGUSON PKWY	0.51	4	Minor Collector (4D)	N/A	50%	725	740	0	740	\$ 7,581,000	\$ 3,790,500
37	W FINLEY BLVD (2)	2,700' E OF S FERGUSON PKWY TO SILVER LEAF LN	0.08	2	Minor Collector (4D) (1/2)	N/A	100%	725	116	0	116	\$ 405,000	\$ 405,000
38	W FINLEY BLVD (3)	SILVER LEAF LN TO CR 423	0.30	4	Minor Collector (4D)	N/A	100%	725	870	0	870	\$ 4,521,000	\$ 4,521,000
39	W FINLEY BLVD (4)	CR 423 TO S POWELL PKWY	0.15	3	Minor Collector	3	100%	525	236	0	236	\$ 1,547,000	\$ 1,547,000
40	W FOSTER CROSSING RD (1)	3,740' W OF S FERGUSON PKWY TO 1,780' W OF S FERGUSON PKWY	0.37	4	Major Collector	269	100%	650	962	100	862	\$ 6,339,000	\$ 6,339,000
41	W FOSTER CROSSING RD (2)	1,780' W OF S FERGUSON PKWY TO S FERGUSON PKWY	0.34	4	Major Collector	269	50%	650	442	46	396	\$ 4,270,000	\$ 2,135,000
42	W FOSTER CROSSING RD (3)	1,095' E OF S FERGUSON PKWY TO ASPEN DR	0.38	2	Major Collector (1/2)	N/A	50%	650	247	0	247	\$ 1,793,000	\$ 896,500
43	W FOSTER CROSSING RD (4)	ASPEN DR TO HIGHLAND RD	0.19	4	Major Collector	269	50%	650	247	26	221	\$ 2,423,000	\$ 1,211,500
44	W FOSTER CROSSING RD (5)	295' W OF S POWELL PKWY TO S POWELL PKWY	0.06	4	Major Collector	269	100%	650	156	16	140	\$ 708,000	\$ 708,000
45	CR 368 (1)	CR 371 TO 155' S OF CR 371	0.03	4	Minor Arterial	New	100%	725	87	0	87	\$ 435,000	\$ 435,000
46	CR 368 (2)	2,865' N OF FAIRWAY LANE TO FAIRWAY LANE	0.54	4	Minor Arterial	New	100%	725	1,566	0	1,566	\$ 8,043,000	\$ 8,043,000
47	CR 368 (3)	FAIRWAY LANE TO 625' S OF FAIRWAY LANE	0.12	4	Minor Arterial	119	100%	725	348	14	334	\$ 1,731,000	\$ 1,731,000
48	CR 368 (4)	625' S OF FAIRWAY LANE TO 1,150' N OF CR 370	0.16	4	Minor Arterial	119	50%	725	232	10	222	\$ 2,300,000	\$ 1,150,000
49	CR 368 (5)	1,150' N OF CR 370 TO 740' S OF CR 370	0.36	4	Minor Arterial	119	100%	725	1,044	43	1,001	\$ 5,645,000	\$ 5,645,000
50	CR 368 (6)	740' S OF CR 370 TO 1,855' S OF CR 370	0.21	4	Minor Arterial	New	50%	725	305	0	305	\$ 3,090,000	\$ 1,545,000
51	CR 368 (7)	1,855' S OF CR 370 TO 4,020' N OF W WHITE ST	0.20	4	Minor Arterial	New	100%	725	580	0	580	\$ 2,976,000	\$ 2,976,000
52	CR 368 (8)	4,020' N OF W WHITE ST TO 880' N OF W WHITE ST	0.59	2	Minor Arterial (1/2)	N/A	100%	725	856	0	856	\$ 2,984,000	\$ 2,984,000
53	CR 286 (1)	W WHITE ST TO 2,800' S OF W WHITE ST	0.53	4	Minor Arterial	10	100%	725	1,537	5	1,532	\$ 7,757,000	\$ 7,757,000
54	CR 286 (2)	2,800' S OF W WHITE ST TO 3,800' S OF W WHITE ST	0.19	4	Minor Arterial	New	100%	725	551	0	551	\$ 2,808,000	\$ 2,808,000
55	CR 286 (3)	890' N OF CR 284 TO 560' S OF CR 284	0.28	4	Minor Arterial	New	100%	725	812	0	812	\$ 4,085,000	\$ 4,085,000
56	CR 374 (1)	900' N OF CR 371 TO W ROSAMOND PKWY	1.52	4	Major Collector	New	100%	650	3,952	0	3,952	\$ 19,996,000	\$ 19,996,000
57	CR 374 (2)	W ROSAMOND PKWY TO 240' S OF W ROSAMOND PKWY	0.05	4	Major Collector	6	100%	650	130	0	130	\$ 576,000	\$ 576,000
58	CR 374 (3)	240' S OF W ROSAMOND PKWY TO 525' N OF ROLLINS RD	0.08	4	Major Collector	6	50%	650	104	0	104	\$ 1,032,000	\$ 516,000
59	CR 374 (4)	525' N OF ROLLINS RD TO ROLLINS RD	0.10	4	Major Collector	6	100%	650	260	1	259	\$ 1,260,000	\$ 1,260,000
60	CR 374 (5)	ROLLINS RD TO HACKBERRY DR	0.38	4	Major Collector	New	100%	650	988	0	988	\$ 4,899,000	\$ 4,899,000
61	N FERGUSON PKWY (1)	CR 371 TO ROLLINS RD	1.11	6	Major Arterial	New	100%	775	5,162	0	5,162	\$ 22,328,000	\$ 22,328,000
62	N FERGUSON PKWY (2)	ROLLINS RD TO HACKBERRY DR	0.52	4	Major Arterial (2/3)	N/A	100%	775	1,612	0	1,612	\$ 4,482,000	\$ 4,482,000
63	N FERGUSON PKWY (3)	HACKBERRY DR TO W WHITE ST	0.50	2	Major Arterial (1/3)	N/A	100%	775	775	0	775	\$ 2,087,000	\$ 2,087,000
64	S FERGUSON PKWY (1)	W WHITE ST TO 2,440' S OF W WHITE ST	0.46	2	Major Arterial (1/3)	N/A	100%	775	713	0	713	\$ 1,922,000	\$ 1,922,000
65	S FERGUSON PKWY (2)	2,440' S OF W WHITE ST TO 190' N OF TAYLOR BLVD	0.26	4	Major Arterial (2/3)	N/A	100%	775	806	0	806	\$ 2,209,000	\$ 2,209,000
66	S FERGUSON PKWY (3)	W FINLEY BLVD TO 1,245' S OF W FINLEY BLVD	0.24	6	Major Arterial	New	50%	775	558	0	558	\$ 4,650,000	\$ 2,325,000
67	S FERGUSON PKWY (4)	1,245' S OF FINLEY BLVD TO 425' N OF W FOSTER CROSSING RD	0.19	6	Major Arterial	New	100%	775	884	0	884	\$ 3,828,000	\$ 3,828,000
68	S FERGUSON PKWY (5)	425' N OF W FOSTER CROSSING RD TO W FOSTER CROSSING RD	0.08	6	Major Arterial	New	50%	775	186	0	186	\$ 1,587,000	\$ 793,500
69	W CROSSING BLVD (1)	2,660' N OF CR 371 TO 1,970' N OF W ROSAMOND PKWY	0.89	4	Major Collector	New	100%	650	2,314	0	2,314	\$ 11,485,000	\$ 11,485,000
70	W CROSSING BLVD (2)	1,970' N OF W ROSAMOND PKWY TO 1,530' N OF W ROSAMOND PKWY	0.08	2	Major Collector (4D) (1/2)	N/A	100%	725	116	0	116	\$ 419,000	\$ 419,000
SUBTOTAL									81,917	1,636	80,281	\$ 325,106,000	\$ 302,135,000

*Note: If existing data unavailable for widening projects, the following assumptions were made:

Downtown Streets: 25 vphpl

Roadway Impact Fee Study Cost \$ 28,167
TOTAL COST IN SERVICE AREA 1 \$ 302,163,167

City of Anna - 2022 Roadway Impact Fee Study

Capital Improvements Plan Plan Units of Supply

Service Area 2

6/28/2022

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME*	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
1	CR 1106 (1)	N POWELL PKWY to 1,080' E OF N POWELL PKWY	0.20	4	Minor Arterial	152	50%	725	290	15	275	\$ 3,812,000	\$ 1,906,000
2	CR 1106 (2)	1,080' E OF N POWELL PKWY to 3,505' E OF N POWELL PKWY	0.46	2	Minor Arterial (1/2)	N/A	50%	725	334	0	334	\$ 3,059,000	\$ 1,529,500
3	CR 376 (1)	N POWELL PKWY to 1,675' E OF N POWELL PKWY	0.32	4	Major Arterial (2/3)	N/A	100%	775	992	0	992	\$ 3,474,000	\$ 3,474,000
4	CR 376 (2)	1,675' E OF N POWELL PKWY to CR 427	0.29	6	Major Arterial	New	100%	775	1,349	0	1,349	\$ 5,658,000	\$ 5,658,000
5	CR 376 (3)	CR 427 to 575' E OF CR 427	0.11	6	Major Arterial	24	100%	775	512	3	509	\$ 2,119,000	\$ 2,119,000
6	E ROSAMOND PKWY (1)	N POWELL PKWY to 295' E OF N POWELL PKWY	0.06	6	Major Arterial	148	100%	775	279	9	270	\$ 1,906,000	\$ 1,906,000
7	E ROSAMOND PKWY (2)	820' E OF N POWELL PKWY to 2,735' E OF N POWELL PKWY	0.36	6	Major Arterial	New	100%	775	1,674	0	1,674	\$ 7,151,000	\$ 7,151,000
8	HOUSTON ST (1)	CR 425 to 5,850' E OF CR 425	1.11	6	Major Arterial	82	100%	775	5,162	91	5,070	\$ 4,195,000	\$ 4,195,000
9	HOUSTON ST (2)	1,970' W OF CR 477 to 2,475' E OF CR 477	0.84	6	Major Arterial	90	100%	775	3,906	76	3,830	\$ 3,317,000	\$ 3,317,000
10	HACKBERRY LN (2)	N POWELL PKWY to N RIGGINS ST	0.12	4	Minor Arterial	200	100%	725	348	24	324	\$ 1,773,000	\$ 1,773,000
11	HACKBERRY LN (3)	N RIGGINS ST to N SHERLEY AVE	0.05	4	Minor Arterial	New	100%	725	145	0	145	\$ 1,545,000	\$ 1,545,000
12	HACKBERRY LN (4)	N SHERLEY AVE to 140' E OF N SHERLEY AVE	0.03	4	Minor Arterial	112	100%	725	87	3	84	\$ 71,000	\$ 71,000
13	HACKBERRY LN (5)	140' E OF N SHERLEY AVE to 2,215' E OF N SHERLEY AVE	0.39	4	Minor Arterial	New	100%	725	1,131	0	1,131	\$ 5,826,000	\$ 5,826,000
14	W 2ND ST (2)	N POWELL PKWY to N RIGGINS ST	0.12	2	Downtown Type B	50	100%	425	102	6	96	\$ 1,058,000	\$ 1,058,000
15	W 3RD ST (2)	N POWELL PKWY to N RIGGINS ST	0.12	2	Downtown Type B	50	100%	425	102	6	96	\$ 1,067,000	\$ 1,067,000
16	W 5TH ST (3)	S POWELL PKWY to N RIGGINS ST	0.12	2	Downtown Type B	50	100%	425	102	6	96	\$ 1,092,000	\$ 1,092,000
17	W 7TH ST	S POWELL PKWY to S RIGGINS ST	0.14	2	Downtown Type B	14	100%	425	119	2	117	\$ 1,227,000	\$ 1,227,000
18	W 8TH ST	S INTERURBAN ST to S RIGGINS ST	0.07	2	Downtown Type B	50	100%	425	60	4	56	\$ 653,000	\$ 653,000
19	W WHITE ST (4)	S POWELL PKWY to S INTERURBAN ST	0.07	6	Major Arterial	516	100%	775	326	36	289	\$ 241,000	\$ 241,000
20	E WHITE ST (1)	S INTERURBAN ST to 1,640' E OF HOUSTON TO E WHITE CONNECTOR	1.52	6	Major Arterial	556	100%	775	7,068	845	6,223	\$ 5,907,000	\$ 5,907,000
21	CR 419 (1)	595' S OF E WHITE ST to 745' N OF E FINLEY BLVD	0.46	4	Minor Arterial	280	100%	725	1,334	129	1,205	\$ 1,239,000	\$ 1,239,000
22	E FINLEY BLVD (1)	930' E OF CR 419 to E WHITE ST	1.05	4	Major Collector	280	100%	650	2,730	294	2,436	\$ 2,739,000	\$ 2,739,000
23	E WHITE ST (2)	E FINLEY BLVD to SAM RAYBURN MEMORIAL HWY	1.09	6	Major Arterial	280	100%	775	5,069	305	4,763	\$ 4,189,000	\$ 4,189,000
24	E FINLEY BLVD (2)	345' E OF S POWELL PKWY to SHARP ST	0.16	2	Major Collector (4D) (1/2)	N/A	100%	725	232	0	232	\$ 813,000	\$ 813,000
25	E FINLEY BLVD (3)	LEONARD AVE to 3,410' E OF LEONARD AVE	0.65	4	Major Collector	New	100%	650	1,690	0	1,690	\$ 8,289,000	\$ 8,289,000
26	E FOSTER CROSSING RD (1)	S POWELL PKWY to 260' E OF S POWELL PKWY	0.05	4	Major Collector	24	50%	650	65	1	64	\$ 1,443,000	\$ 721,500
27	E FOSTER CROSSING RD (2)	260' E OF S POWELL PKWY to LEONARD AVE	0.76	4	Major Collector	24	100%	650	1,976	18	1,958	\$ 10,484,000	\$ 10,484,000
28	E FOSTER CROSSING RD (3)	LEONARD AVE to 2,135' E OF LEONARD AVE	0.40	4	Major Collector	New	100%	650	1,040	0	1,040	\$ 5,190,000	\$ 5,190,000
29	E FOSTER CROSSING RD (4)	375' W OF OUTER LOOP to CR 419	0.69	4	Major Collector	New	100%	650	1,794	0	1,794	\$ 8,897,000	\$ 8,897,000
30	CR 417	CR 418 to CR 419	0.65	6	Major Arterial	18	50%	775	1,511	6	1,505	\$ 13,139,000	\$ 6,569,500
31	STER CROSSING TO OUTER LOOP CONNECTOR	E FOSTER CROSSING RD to OUTER LOOP	0.36	3	Minor Collector	New	100%	525	567	0	567	\$ 3,815,000	\$ 3,815,000
32	S VAIL ST	E FOSTER CROSSING RD to OUTER LOOP	0.34	3	Minor Collector	New	100%	525	536	0	536	\$ 3,603,000	\$ 3,603,000
33	CR 427	880' N OF CR 376 to CR 376	0.17	3	Minor Collector	24	100%	525	268	4	264	\$ 1,758,000	\$ 1,758,000
34	CR 425	1,540' N OF E ROSAMOND PKWY to E ROSAMOND PKWY	0.29	6	Major Arterial	40	100%	775	1,349	12	1,337	\$ 6,085,000	\$ 6,085,000
35	HOUSTON ST (3)	E ROSAMOND PKWY to LEONARD AVE	0.27	6	Major Arterial	112	100%	775	1,256	30	1,225	\$ 957,000	\$ 957,000
36	LEONARD AVE (1)	HOUSTON ST to 485' S OF HOUSTON ST	0.09	6	Major Arterial	New	100%	775	419	0	419	\$ 1,812,000	\$ 1,812,000
37	LEONARD AVE (2)	1,565' N OF E WHITE ST to 930' N OF E WHITE ST	0.12	6	Major Arterial	New	50%	775	279	0	279	\$ 2,372,000	\$ 1,186,000
38	LEONARD AVE (3)	E WHITE ST to E FINLEY BLVD	0.71	6	Major Arterial	New	100%	775	3,302	0	3,302	\$ 13,947,000	\$ 13,947,000
39	LEONARD AVE (4)	E FINLEY BLVD to 3,415' S OF E FINLEY BLVD	0.65	2	Major Arterial (1/3)	N/A	100%	775	1,008	0	1,008	\$ 2,690,000	\$ 2,690,000
40	LEONARD AVE (5)	3,415' S OF E FINLEY BLVD to 1,135' N OF E FOSTER CROSSING RD	0.13	4	Major Arterial (2/3)	N/A	100%	775	403	0	403	\$ 1,096,000	\$ 1,096,000
41	LEONARD AVE (6)	1,135' N OF E FOSTER CROSSING RD to E FOSTER CROSSING RD	0.21	6	Major Arterial	18	50%	775	488	2	486	\$ 4,182,000	\$ 2,091,000
42	LEONARD AVE (7)	E FOSTER CROSSING RD to OUTER LOOP	0.38	6	Major Arterial	New	100%	775	1,767	0	1,767	\$ 7,431,000	\$ 7,431,000
43	CR 419 (2)	3,965' S OF E FINLEY BLVD to 5,485' S OF E FINLEY BLVD	0.29	4	Minor Arterial	New	100%	725	841	0	841	\$ 4,268,000	\$ 4,268,000
44	CR 419 (3)	1,030' N OF E FOSTER CROSSING RD to CR 417	0.48	4	Minor Arterial	34	50%	725	696	8	688	\$ 7,841,000	\$ 3,920,500
SUBTOTAL									54,702	1,934	52,768	\$ 173,430,000	\$ 155,506,000

*Note: If existing data unavailable for widening projects, the following assumptions were made:

Downtown Streets: 25 vphpl

Roadway Impact Fee Study Cost \$ 28,167
TOTAL COST IN SERVICE AREA 2 \$ 155,534,167

Appendix C – Existing Roadway Facilities Inventory

City of Anna - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

6/23/2022

Service Area 1

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXISTING LANES		EXISTING SECTION	PM PEAK HOUR VOL	% IN SERVICE AREA	VEH-MI	VEH-MI	VEH-MI	EXCESS	EXISTING						
					CAPACITY PK-HR TOTAL	SUPPLY PK-HR TOTAL				DEMAND PK-HR TOTAL	CAPACITY PK-HR TOTAL	DEFICIENCIES PK-HR TOTAL								
													NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
CR 284	1,905' W OF CENTRAL EXPRESSWAY SB	610' W OF CENTRAL EXPRESSWAY SB	1293	0.24			2U		50%	425	425	52	0	52						
CR 286	W WHITE ST	2,800' S OF W WHITE ST	2800	0.53	1	1	2U	5	5	100%	425	425	225	225	3	223	223			
CR 368	FAIRWAY LANE	625' S OF FAIRWAY LANE	627	0.12	1	1	2U	69	50	100%	425	425	50	50	8	6	42	45		
CR 368	1,150' N OF CR 370	CR 370	1152	0.22	1	1	2U	69	50	100%	425	425	93	93	15	11	78	82		
CR 368	625' S OF FAIRWAY LANE	1,150' N OF CR 370	832	0.16	1	1	2U	69	50	50%	425	425	33	33	5	4	28	30		
CR 368	CR 370	740' S OF CR 370	740	0.14	1	1	2U	0	0	100%	425	425	60	60	0	0	60	60		
CR 368	740' S OF CR 370	1,855' S OF CR 370	1115	0.21	1	1	2U	0	0	50%	425	425	45	45	0	0	45	45		
CR 368	880' N OF W WHITE ST	W WHITE ST	878	0.17	2	2	4D	46	27	100%	725	725	241	241	8	4	234	237		
CR 368	4,020' N OF W WHITE ST	880' N OF W WHITE ST	3140	0.59	1	1	2U	7	11	100%	425	425	253	253	4	7	249	246		
CR 370	CR 368	CENTRAL EXPRESSWAY SB	971	0.18	1	1	2U	50	69	100%	425	425	78	78	9	13	69	65		
CR 370	CENTRAL EXPRESSWAY SB	US 75	298	0.06	1	1	2D	50	69	100%	525	525	30	30	3	4	27	26		
CR 370	US 75	CENTRAL EXPRESSWAY NB	230	0.04	1	1	2D	50	69	100%	525	525	23	23	2	3	21	20		
CR 371	W CROSSING BLVD	N POWELL PKWY	2902	0.55	1	1	2U	62	62	100%	425	425	234	234	34	34	200	200		
CR 371	CENTRAL EXPRESSWAY SB	US 75	382	0.07	1	1	2U	63	63	100%	425	425	31	31	5	5	26	26		
CR 371	CENTRAL EXPRESSWAY NB	910' E OF CENTRAL EXPRESSWAY NB	911	0.17	1	1	2U	149	149	100%	425	425	73	73	26	26	48	48		
CR 371	US 75	CENTRAL EXPRESSWAY NB	319	0.06	1	1	2U	63	63	100%	425	425	26	26	4	4	22	22		
CR 371	BRYANT FARM RD	W CROSSING BLVD	845	0.16	1	1	2U	62	62	100%	425	425	68	68	10	10	58	58		
CR 373	595' W OF N POWELL PKWY	N POWELL PKWY	594	0.11	1	1	2U	46	46	50%	425	425	24	24	3	3	21	21		
CR 374	240' S OF W ROSAMOND PKWY	525' N OF ROLLINS RD	428	0.08	1	1	2U	3	3	50%	425	425	17	17	0	0	17	17		
CR 374	525' N OF ROLLINS RD	ROLLINS RD	523	0.10	1	1	2U	3	3	100%	425	425	42	42	0	0	42	42		
CR 374	W ROSAMOND PKWY	240' S OF W ROSAMOND PKWY	239	0.05	1	1	2U	3	3	100%	425	425	19	19	0	0	19	19		
FM 3356	30' N OF FM 455	FM 455	32	0.01	1	1	2U	48	48	100%	425	425	3	3	0	0	2	2		
FM 455	80' S OF FM 290	180' N OF COWAN RD	4401	0.83	1	1	2U	151	151	100%	425	425	354	354	126	126	228	228		
FM 455	180' E OF COWAN RD	W WHITE ST	6398	1.21	1	1	2U	151	151	100%	425	425	515	515	183	183	332	332		
FM 455	FM 3356	140' W OF CR 289	5440	1.03	1	1	2U	90	90	100%	425	425	438	438	93	93	345	345		
FM 455	1,330' W OF FM 3356	FM 3356	1330	0.25	1	1	2U	93	93	100%	425	425	107	107	23	23	84	84		
HACKBERRY DR	W CROSSING BLVD	640' W OF N JAMES ST	2115	0.40	2	2	4D	46	58	100%	725	725	581	581	18	23	562	557		
HACKBERRY DR	CENTRAL EXPRESSWAY NB	CR 374	1128	0.21	2	2	4D	100	100	100%	725	725	310	310	21	21	288	288		
HACKBERRY DR	N FERGUSON PKWY	BANKHURST DR	1441	0.27	1	1	2U	100	100	100%	425	425	116	116	27	27	89	89		
HACKBERRY DR	1,365' W OF N FERGUSON PKWY	N FERGUSON PKWY	1365	0.26	1	1	2U	100	100	100%	425	425	110	110	26	26	84	84		
HACKBERRY DR	BANKHURST DR	W CROSSING BLVD	710	0.13	2	2	4D	100	100	100%	725	725	195	195	13	13	182	182		
HACKBERRY LN	N JAMES ST	N POWELL PKWY	328	0.06	1	1	2U	100	100	100%	425	425	26	26	6	6	20	20		
HACKBERRY LN	640' W OF N JAMES ST	N JAMES ST	642	0.12	1	1	2U	46	58	100%	425	425	52	52	6	7	46	45		
HARPER DR	W 3RD ST	N JAMES DR	567	0.11	1	1	2U	25	25	100%	425	425	46	46	3	3	43	43		
N FERGUSON PKWY	HACKBERRY DR	W WHITE ST	2649	0.50	2	2	4D	100	100	100%	725	725	727	727	50	50	677	677		
N JAMES DR	W 3RD ST	W 4TH ST	335	0.06	1	1	2U	25	25	100%	425	425	27	27	2	2	25	25		
N JAMES DR	HACKBERRY LN	W 1ST ST	218	0.04	1	1	2U	25	25	100%	425	425	18	18	1	1	17	17		
N JAMES DR	W 1ST ST	W 2ND ST	335	0.06	1	1	2U	25	25	100%	425	425	27	27	2	2	25	25		
N JAMES DR	W 2ND ST	W 3RD ST	327	0.06	1	1	2U	25	25	100%	425	425	26	26	2	2	25	25		
N POWELL PKWY	CR 371	CR 371	5140	0.97	1	1	2U	220	220	50%	425	425	207	207	107	107	100	100		
N POWELL PKWY	W ROSAMOND PKWY	HACKBERRY LN	4354	0.82	1	1	2U	621	410	50%	425	425	175	175	256	169	-81	6	81	
N POWELL PKWY	CR 371	W ROSAMOND PKWY	4050	0.77	1	1	2U	536	389	50%	425	425	163	163	206	149	-43	14	43	
N POWELL PKWY	HACKBERRY LN	W 1ST ST	238	0.05	1	1	2U	498	498	50%	425	425	10	10	11	11	-2	-2	2	2
N POWELL PKWY	W 1ST ST	W 2ND ST	335	0.06	1	1	2U	498	498	50%	425	425	13	13	16	16	-2	-2	2	2
N POWELL PKWY	W 2ND ST	W 3RD ST	331	0.06	1	1	2U	498	498	50%	425	425	13	13	16	16	-2	-2	2	2
N POWELL PKWY	W 3RD ST	W 4TH ST	335	0.06	1	1	2U	441	441	50%	425	425	13	13	14	14	-1	-1	1	1
N THROCKMORTON BLVD	HACKBERRY DR	S THROCKMORTON BLVD	914	0.17	2	2	4U	100	100	100%	650	650	225	225	17	17	208	208		
ROLLINS RD	CR 374	N FERGUSON PKWY	2996	0.57	1	1	2U	3	3	100%	425	425	241	241	2	2	239	239		
ROLLINS RD	N FERGUSON PKWY	615' W OF W CROSSING BLVD	2359	0.45	1	1	2U	3	3	100%	425	425	190	190	1	1	189	189		
S FERGUSON PKWY	W WHITE ST	2,440' S OF W WHITE ST	2439	0.46	2	2	4D	101	101	100%	725	725	670	670	47	47	623	623		
S FERGUSON PKWY	465' N OF TAYLOR BLVD	W 1ST ST	273	0.05	1	1	2U	101	101	100%	425	425	22	22	5	5	17	17		
S FERGUSON PKWY	595' N OF TAYLOR BLVD	465' N OF TAYLOR BLVD	132	0.02	1	1	2U	101	101	100%	425	425	11	11	3	3	8	8		
S FERGUSON PKWY	2,440' S OF W WHITE ST	595' N OF TAYLOR BLVD	955	0.18	1	1	2U	101	101	100%	425	425	77	77	18	18	59	59		
S JAMES DR	W 4TH ST	W 5TH ST	303	0.06	1	1	2U	25	25	100%	425	425	24	24	1	1	23	23		
S POWELL PKWY	W WHITE ST	W FINLEY BLVD	6024	1.14	1	1	2U	424	424	50%	425	425	242	242	242	242	1	1		
S POWELL PKWY	W FINLEY BLVD	W FOSTER CROSSING RD	2806	0.53	1	1	2U	627	526	50%	425	425	113	113	167	140	-27	54	27	
S POWELL PKWY	W 4TH ST	W 5TH ST	316	0.06	1	1	2U	459	459	50%	425	425	13	13	14	14	-1	-1	1	1
S POWELL PKWY	W 5TH ST	W 7TH ST	649	0.12	1	1	2U	459	459	50%	425	425	26	26	28	28	-2	-2	2	2
S POWELL PKWY	W 7TH ST	W WHITE ST	839	0.16	1	1	2U	459	459	50%	425	425	34	34	36	36	-3	-3	3	3
S POWELL PKWY	W FOSTER CROSSING RD	820' S OF W FOSTER CROSSING RD	821	0.16	1	1	2U	385	385	50%	425	425	33	33	30	30	3	3		
S THROCKMORTON BLVD	N THROCKMORTON BLVD	WALMART DR	2360	0.45	2	2	4U	100	100	100%	650	650	581	581	45	45	536	536		
TAYLOR BLVD	CENTRAL EXPRESSWAY NB	3,775' E OF CENTRAL EXPRESSWAY NB	3777	0.72	1	1	2U	101	101	50%	425	425	152	152	36	36	116	116		
TAYLOR BLVD	3,775' E OF CENTRAL EXPRESSWAY NB	4,600' E OF CENTRAL EXPRESSWAY NB	824	0.16	1	1	2U	75	75	100%	425	425	66	66	12	12	55	55		
TAYLOR BLVD	4,600' E OF CENTRAL EXPRESSWAY NB	W 1ST ST	223	0.04	1	1	2U	75	75	100%	425	425	9	9	2	2	7	7		
W 1ST ST	N JAMES DR	N POWELL PKWY	330	0.06	1	1	2U	25	25	100%	425	425	27	27	2	2	25	25		
W 2ND ST	340' W OF N JAMES DR	N JAMES DR	339	0.06	1	1	2U													

City of Anna - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

6/23/2022

Service Area 2

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXISTING LANES		EXISTING SECTION	PM PEAK HOUR VOL	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI		
					NB/EB	SB/WB				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB			
4TH ST	N SHERLEY AVE	280' E OF N SHERLEY AVE	281	0.05			2U	25	25	100%	425	425	23	23	1	21	21			
4TH ST	N RIGGINS ST	N SHERLEY AVE	183	0.03	1	1	2U	59	59	100%	425	425	15	15	2	13	13			
CR 1106	1,080' E OF N POWELL PKWY	3,505' E OF N POWELL PKWY	2425	0.46			2U	76	76	50%	425	425	98	98	17	17	80	80		
CR 1106	N POWELL PKWY	1,080' E OF N POWELL PKWY	1080	0.20	1	1	2U	76	76	50%	425	425	43	43	8	8	36	36		
CR 376	N POWELL PKWY	1,675' E OF N POWELL PKWY	1674	0.32	1	1	2U	149	149	100%	425	425	135	135	47	47	88	88		
CR 376	CR 427	575' E OF CR 376	573	0.11	1	1	2U	12	12	100%	425	425	46	46	1	1	45	45		
CR 417	CR 418	CR 419	3456	0.65	1	1	2U	9	9	50%	425	425	139	139	3	3	136	136		
CR 419	E FOSTER CROSSING RD	CR 417	1505	0.29	1	1	2U	17	17	50%	425	425	61	61	2	2	58	58		
CR 419	1,030' N OF E FOSTER CROSSING RD	E FOSTER CROSSING RD	1032	0.20	1	1	2U	17	17	50%	425	425	42	42	2	2	40	40		
CR 419	595' S OF E WHITE ST	745' N OF E FINLEY BLVD	2432	0.46	1	1	2U	140	140	100%	425	425	196	196	64	64	131	131		
CR 425	1,540' N OF E ROSAMOND PKWY	E ROSAMOND PKWY	1540	0.29	1	1	2U	20	20	100%	425	425	124	124	6	6	118	118		
CR 427	880' N OF CR 376	CR 376	882	0.17	1	1	2U	12	12	100%	425	425	71	71	2	2	69	69		
CR 476	960' W OF HOUSTON ST	HOUSTON ST	961	0.18	1	1	2U	2	2	100%	425	425	77	77	0	0	77	77		
CR 477	HOUSTON ST	65' S OF HOUSTON ST	63	0.01	1	1	2U	7	7	100%	425	425	5	5	0	0	5	5		
CR 513	SAM RAYBURN MEMORIAL HWY	HOUSTON ST	1405	0.27	1	1	2U	5	5	100%	425	425	113	113	1	1	112	112		
CR 513	HOUSTON ST	100' E OF HOUSTON ST	101	0.02	1	1	2U	30	30	100%	425	425	8	8	1	1	8	8		
CR 513	100' E OF HOUSTON ST	375' E OF HOUSTON ST	274	0.05	1	1	2U	30	30	50%	425	425	11	11	1	1	10	10		
E FINLEY BLVD	SHARP ST	1,865' W OF LEONARD AVE	2008	0.38	1	1	4D	335	268	100%	725	725	276	276	127	102	148	174		
E FINLEY BLVD	930' E OF CR 419	E WHITE ST	5520	1.05	1	1	2U	140	140	100%	425	425	444	444	146	146	298	298		
E FINLEY BLVD	1,865' W OF LEONARD AVE	LEONARD AVE	1866	0.35	2	2	4D	335	268	100%	725	725	512	512	118	95	394	418		
E FINLEY BLVD	S POWELL PKWY	345' E OF S POWELL PKWY	346	0.07	2	2	4D	335	268	100%	725	725	95	95	22	18	73	77		
E FINLEY BLVD	345' E OF S POWELL PKWY	SHARP ST	855	0.16	1	1	2U	335	268	100%	425	425	69	69	54	43	15	25		
E FOSTER CROSSING RD	S VAIL ST	LEONARD AVE	2678	0.51	1	1	2U	12	12	100%	425	425	216	216	6	6	209	209		
E FOSTER CROSSING RD	S POWELL PKWY	260' E OF S POWELL PKWY	262	0.05	1	1	2U	12	12	50%	425	425	11	11	0	0	10	10		
E FOSTER CROSSING RD	260' E OF S POWELL PKWY	E FOSTER CROSSING TO OUTER LOOP	381	0.07	1	1	2U	12	12	100%	425	425	31	31	1	1	30	30		
E FOSTER CROSSING RD	E FOSTER CROSSING TO OUTER LOOP	S VAIL ST	973	0.18	1	1	2U	12	12	100%	425	425	78	78	2	2	76	76		
E ROSAMOND PKWY	N POWELL PKWY	295' E OF N POWELL PKWY	296	0.06	1	1	2U	86	62	100%	425	425	24	24	5	3	19	20		
E WHITE ST	LEONARD AVE	HOUSTON TO E WHITE CONNECTOR	2835	0.54	1	1	2U	140	140	100%	425	425	228	228	75	75	153	153		
E WHITE ST	SHEFFIELD DR	SAM RAYBURN MEMORIAL HWY	5399	1.02	1	1	2U	99	99	100%	425	425	435	435	101	101	333	333		
E WHITE ST	S INTERURBAN ST	S RIGGINS ST	410	0.08	1	1	2U	278	278	100%	425	425	33	33	22	22	11	11		
E WHITE ST	S RIGGINS ST	S SHERLEY AVE	145	0.03	1	1	2U	278	278	100%	425	425	12	12	8	8	4	4		
E WHITE ST	S SHERLEY AVE	LEONARD AVE	3007	0.57	1	1	2U	140	140	100%	425	425	242	242	80	80	162	162		
E WHITE ST	HOUSTON TO E WHITE CONNECTOR	1,640' E OF HOUSTON TO E WHITE CONN	1641	0.31	1	1	2U	140	140	100%	425	425	132	132	44	44	89	89		
E WHITE ST	E FINLEY BLVD	SHEFFIELD DR	330	0.06	1	1	2U	140	140	100%	425	425	27	27	9	9	18	18		
HACKBERRY LN	N SHERLEY AVE	140' E OF N SHERLEY AVE	140	0.03	1	1	2U	56	56	100%	425	425	11	11	1	1	10	10		
HACKBERRY LN	N POWELL PKWY	N INTERURBAN ST	316	0.06	1	1	2U	100	100	100%	425	425	25	25	6	6	19	19		
HACKBERRY LN	N INTERURBAN ST	N RIGGINS ST	325	0.06	1	1	2U	100	100	100%	425	425	26	26	6	6	20	20		
HOUSTON ST	CR 476	W FM 545	6541	1.24	1	1	2U	55	55	100%	425	425	526	526	68	68	458	458		
HOUSTON ST	1,970' W OF CR 477	CR 477	1969	0.37	1	1	2U	40	40	100%	425	425	158	158	15	15	144	144		
HOUSTON ST	CR 477	2,475' E OF CR 477	2477	0.47	1	1	2U	45	45	100%	425	425	199	199	21	21	178	178		
HOUSTON ST	CR 425	5,850' E OF CR 425	5850	1.11	1	1	2U	41	41	100%	425	425	471	471	45	45	425	425		
HOUSTON ST	E ROSAMOND PKWY	LEONARD AVE	1410	0.27	1	1	2U	56	56	100%	425	425	113	113	15	15	99	99		
HOUSTON ST	OUTER LOOP	CR 476	4758	0.90	1	1	2U	50	50	100%	425	425	383	383	45	45	338	338		
HOUSTON ST	CR 512	OUTER LOOP	2121	0.40	1	1	2U	50	50	100%	425	425	171	171	20	20	151	151		
HOUSTON ST	CR 513	CR 512	4220	0.80	1	1	2U	50	50	100%	425	425	340	340	40	40	300	300		
HOUSTON ST	1,190' N OF CR 513	CR 513	1191	0.23	1	1	2U	32	32	100%	425	425	96	96	7	7	89	89		
LEONARD AVE	E FINLEY BLVD	3,415' S OF E FINLEY BLVD	3414	0.65	2	2	4D	9	9	100%	725	725	937	937	6	6	932	932		
LEONARD AVE	3,415' S OF E FINLEY BLVD	1,135' N OF E FOSTER CROSSING RD	674	0.13	1	1	2U	9	9	100%	425	425	54	54	1	1	53	53		
LEONARD AVE	1,135' N OF E FOSTER CROSSING RD	E FOSTER CROSSING RD	1137	0.22	1	1	2U	9	9	50%	425	425	46	46	1	1	45	45		
N INTERURBAN ST	W 3RD ST	W 4TH ST	332	0.06	1	1	2U	25	25	100%	425	425	27	27	2	2	25	25		
N INTERURBAN ST	HACKBERRY LN	W 1ST ST	222	0.04	1	1	2U	25	25	100%	425	425	18	18	1	1	17	17		
N INTERURBAN ST	W 1ST ST	W 2ND ST	335	0.06	1	1	2U	25	25	100%	425	425	27	27	2	2	25	25		
N INTERURBAN ST	W 2ND ST	W 3RD ST	325	0.06	1	1	2U	25	25	100%	425	425	26	26	2	2	25	25		
N POWELL PKWY	CR 373	CR 371	5140	0.97	1	1	2U	220	220	50%	425	425	207	207	107	107	100	100		
N POWELL PKWY	W ROSAMOND PKWY	HACKBERRY LN	4354	0.82	1	1	2U	621	410	50%	425	425	175	175	256	169	-81	6	81	
N POWELL PKWY	CR 371	W ROSAMOND PKWY	4050	0.77	1	1	2U	536	389	50%	425	425	163	163	206	149	-43	14	43	
N POWELL PKWY	HACKBERRY LN	W 1ST ST	238	0.05	1	1	2U	498	498	50%	425	425	10	10	11	11	-2	-2	2	2
N POWELL PKWY	W 1ST ST	W 2ND ST	335	0.06	1	1	2U	498	498	50%	425	425	13	13	16	16	-2	-2	2	2
N POWELL PKWY	W 2ND ST	W 3RD ST	331	0.06	1	1	2U	498	498	50%	425	425	13	13	16	16	-2	-2	2	2
N POWELL PKWY	W 3RD ST	W 4TH ST	335	0.06	1	1	2U	441	441	50%	425	425	13	13	14	14	-1	-1	1	1
N RIGGINS ST	HACKBERRY LN	W 1ST ST	229	0.04	1	1	2U	25	25	100%	425	425	18	18	1	1	17	17		
N RIGGINS ST	W 1ST ST	W 2ND ST	316	0.06	1	1	2U	25	25	100%	425	425	25	25	1	1	24	24		
N RIGGINS ST	W 2ND ST	W 3RD ST	329	0.06	1	1	2U	25	25	100%	425	425	26	26	2	2	25	25		
N RIGGINS ST	W 3RD ST	W 4TH ST	331	0.06	1	1	2U	25	25	100%	425	425	27	27	2	2	25	25	</	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ADOPTING UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLANS, AND ROADWAY IMPACT FEES; AMENDING THE ANNA CITY CODE OF ORDINANCES PART IV, ARTICLE 7, SECTION 14 (ROADWAY IMPACT FEES); PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("the City") has previously adopted ordinances, rules and regulations relating to the imposition of roadway impact fees on developments within the City as authorized under Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City of Anna, Texas City Council ("the City Council") has held a public hearing and determined that it would be advantageous and beneficial to the City and its citizens to adopt updated land use assumptions and roadway capital improvement plans, and to impose amended impact fees; and

WHEREAS, the City Council has further determined that it would be advantageous and beneficial to the City and its citizens to amend Part IV, Article 7, Section 14 (Roadway Impact Fees) of the Anna Code to specify new roadway impact fee rates;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein as if set forth herein in full.

SECTION 2. ADOPTION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. As relates to water and wastewater facilities, the City Council hereby adopts updates to the land use assumptions and capital improvements plan as set forth in the Impact Fee Update 2022-2032, a copy of which is attached hereto as Exhibit A. The adoption of said land use assumptions and capital improvements plan is cumulative of any land use assumptions and capital improvements plan regarding water and wastewater facilities and this ordinance does not amend or otherwise modify the City's existing water or wastewater impact fees.

SECTION 3. AMENDMENTS TO PART IV OF THE ANNA CODE. In accordance with Part II, Article 1, Section 9 of the Anna Code, Part IV, Article 7, Section 14 is deleted and replaced with the following:

The City hereby adopts the following assessment rates per service unit for the service areas listed below, to be rounded to the nearest dollar after calculating the total number of service units subject to the assessment, which shall replace the previously adopted assessment rates:

Service Area 1 (maximum \$1,845.00) = \$1,845.00

Service Area 2 (maximum \$1,423.00) = \$1,423.00

Schedule A - Land Use Maximum Fee Per Service Unit	
Land Use Category	% of Maximum Fee per Service Unit
Residential	100
Multifamily	100
Convenience Store	100
Fueling Station	100
Automotive Dealership	100
Auto Repair/Maintenance	100
Warehouse	100
Storage	100
Restaurant with Drive Thru	100
General Commercial	85
Retail	85
Industrial Manufacturing	85
Medical Office	75
Hospital	75
Sit-Down Restaurant	75
Retailer >20,000 SF GFA	75
Employment Center	65
3+ Story Professional Office	65
Corporate Campus	65

These assessment rates shall be effective on new development in the City in accordance with Anna Code and state law.

SECTION 4. PENALTY

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

SECTION 5. SAVINGS, SEVERABILITY AND REPEALING CLAUSES.

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 6. 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.

That this ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the _____ day of _____, 2022.

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ADOPTING UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLANS, AND WATER AND WASTEWATER IMPACT FEES; AMENDING THE ANNA CITY CODE OF ORDINANCES PART IV, ARTICLE 7, SECTION 13 (WATER AND SEWER IMPACT FEES); PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("the City") has previously adopted ordinances, rules and regulations governing water, sewer and other utility billing rates, payments, and related procedures, including provisions related to impact fees as authorized under Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City of Anna, Texas City Council ("the City Council") has held a public hearing and determined that it would be advantageous and beneficial to the City and its citizens to adopt updated land use assumptions and water and wastewater capital improvement plans, and to impose amended impact fees; and

WHEREAS, the City Council has further determined that it would be advantageous and beneficial to the City and its citizens to amend Part IV, Article 7, Section 13 (Water and Sewer Impact Fees) of the Anna Code to specify new water and wastewater impact fee rates;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein as if set forth herein in full.

SECTION 2. ADOPTION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. As relates to water and wastewater facilities, the City Council hereby adopts updates to the land use assumptions and capital improvements plan as set forth in the Impact Fee Update 2022-2032, a copy of which is attached hereto as Exhibit A. The adoption of said land use assumptions and capital improvements plan is cumulative of any land use assumptions and capital improvements plan regarding roadway facilities and this ordinance does not amend or otherwise modify the City's existing roadway service area(s) or roadway impact fees.

SECTION 3. AMENDMENTS TO PART IV OF THE ANNA CODE. In accordance with Part II, Article 1, Section 9 of the Anna Code, Part IV, Article 7, Section 13 is deleted and replaced with the following:

Schedule A - Water and Wastewater Land Use Equivalency Table						
Land Use	Meter Type	Meter Size	LUE	Water	Sanitary Sewer	Total
Single Family Residential	Simple	3/4"	1	\$4,750	\$4,750	\$8,589
Single Family Residential	Simple	1"	1.7	\$8,075	\$8,075	\$14,601
Single Family Residential	Simple	1-1/2"	3.3	\$15,675	\$15,675	\$28,343
Single Family Residential	Simple	2"	5.3	\$25,175	\$25,175	\$45,520
Commercial/Retail	Compound	2"	5.3	\$25,175	\$25,175	\$45,520
Commercial/Retail/Multi Fam	Compound	3"	10.7	\$50,825	\$50,825	\$91,898
Commercial/Retail/Multi Fam	Compound	4"	16.7	\$79,325	\$79,325	\$143,430
Industrial	Compound	6"	33.3	\$158,175	\$158,175	\$286,002
Industrial	Compound	8"	53.3	\$253,175	\$253,175	\$457,775
Industrial	Compound	10"	153.3	\$728,175	\$728,175	\$1,316,639
Industrial	Turbine	12"	220	\$1,045,000	\$1,045,000	\$1,889,501

Schedule B - Water/Wastewater Impact Fee Rates			
Facility Category	Service Area	Maximum Impact Fee Per Living Unit Equivalent	Adopted Impact Fee Per Living Unit Equivalent
Water Facilities	All	\$4,750	\$4,750
Wastewater Facilities	All	\$4,750	\$4,750

SECTION 4. PENALTY

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

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That this ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the _____ day of _____, 2022.

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ADOPTING UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLANS, AND WATER AND WASTEWATER IMPACT FEES; AMENDING THE ANNA CITY CODE OF ORDINANCES PART IV, ARTICLE 7, SECTION 13 (WATER AND SEWER IMPACT FEES); PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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Single Family Residential	Simple	1-1/2"	3.3	\$18,150	\$18,150	\$28,343
Single Family Residential	Simple	2"	5.3	\$29,150	\$29,150	\$45,520
Commercial/Retail	Compound	2"	5.3	\$29,150	\$29,150	\$45,520
Commercial/Retail/Multi Fam	Compound	3"	10.7	\$58,850	\$58,850	\$91,898
Commercial/Retail/Multi Fam	Compound	4"	16.7	\$91,850	\$91,850	\$143,430
Industrial	Compound	6"	33.3	\$183,150	\$183,150	\$286,002
Industrial	Compound	8"	53.3	\$293,150	\$293,150	\$457,775
Industrial	Compound	10"	153.3	\$843,150	\$843,150	\$1,316,639
Industrial	Turbine	12"	220	\$1,210,000	\$1,210,000	\$1,889,501

Schedule B - Water/Wastewater Impact Fee Rates			
Facility Category	Service Area	Maximum Impact Fee Per Living Unit Equivalent	Adopted Impact Fee Per Living Unit Equivalent
Water Facilities	All	\$5,500	\$5,500
Wastewater Facilities	All	\$5,500	\$5,500

SECTION 4. PENALTY

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

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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.

That this ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the _____ day of _____, 2022.

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike



THE CITY OF
Anna

Impact Fee Adoption

Kimley»Horn

Outline

Impact Fee
Basics

Service Units

Service Area

Land Use
Assumptions

Next Steps

Impact Fee Basics

- What Are They?
 - One-time fee assessed to recover infrastructure costs required to serve new development
 - Governed by Chapter 395 of the Texas LGC
- Why impact fees?
 - Provides an additional funding tool for infrastructure systems
 - Provides for the orderly growth of the community
 - Allows for a balanced funding combination that recognizes the benefits of growth

Impact Fee Basics

- What Costs Are Recoverable?
 - Construction, Planning, Surveying, Legal Services, and Engineering
 - Land Acquisition and Associated Costs
 - Capital Improvement Planning and/or Financial Consulting
 - Projected Interest and Finance Costs
 - Local Share for State and Federal Roadways

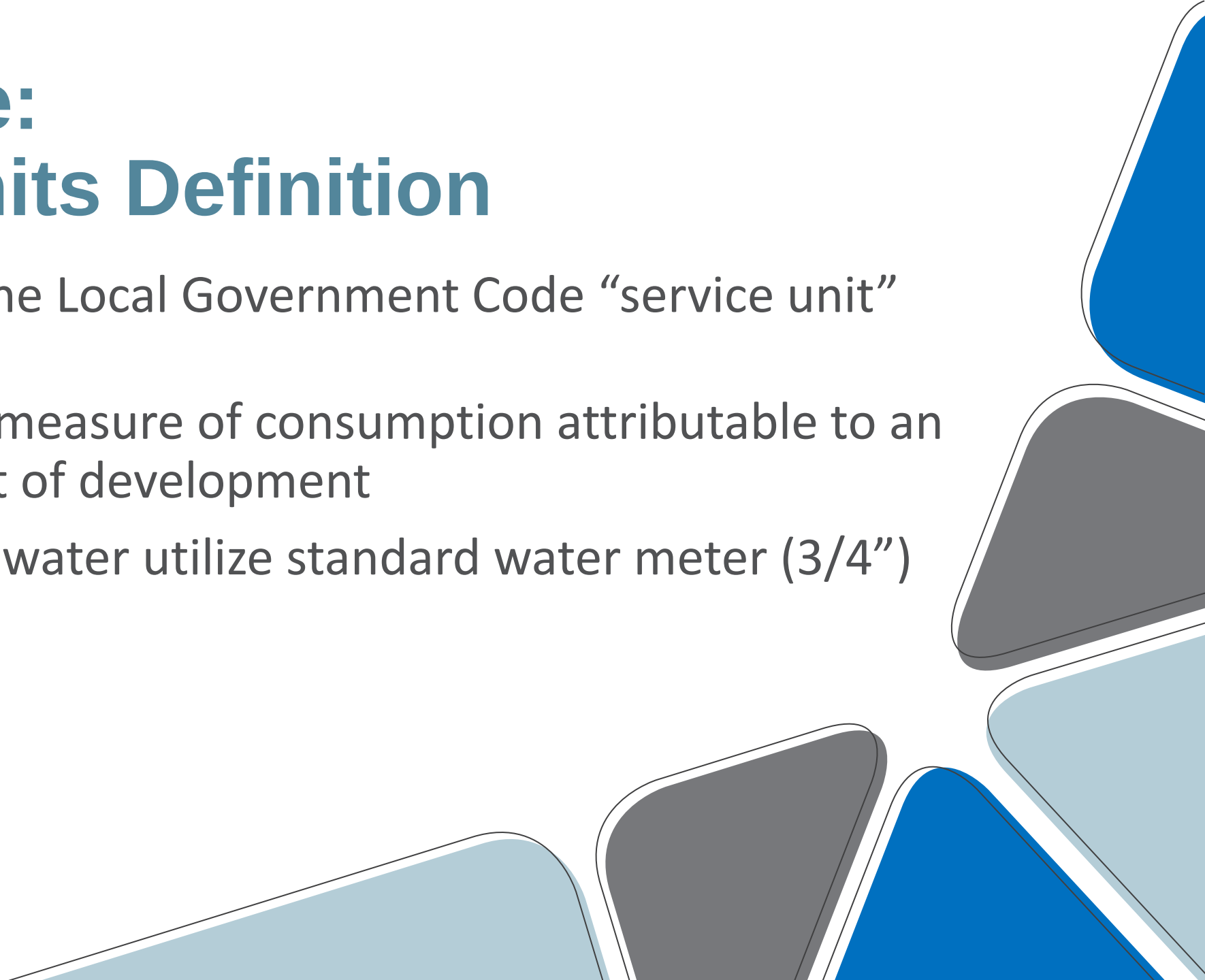
Impact Fee Basics

- What Costs Are Non-Recoverable?
 - Capital Improvements NOT Identified in the Project List
 - Operations and Maintenance Costs
 - Improvements to Remedy Existing Deficiencies
 - Administrative and Operational Costs of the City
 - Non-Project List Debt Service

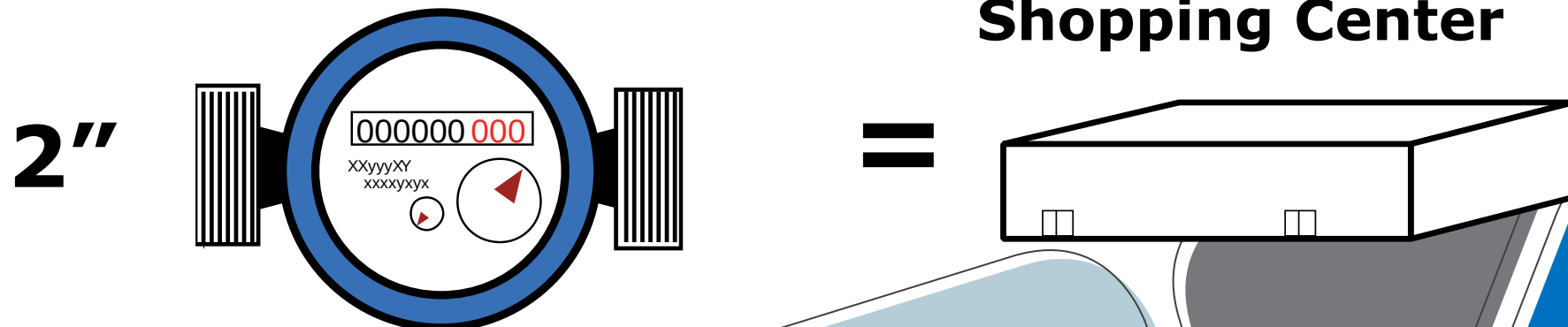
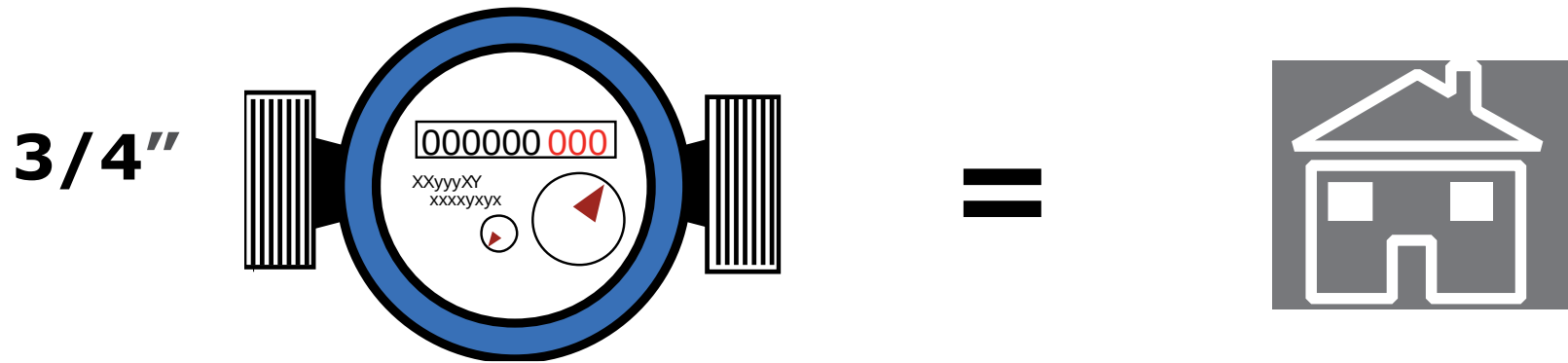


Impact Fee: Service Units Definition

- Chapter 395 of the Local Government Code “service unit” definition
 - Standardized measure of consumption attributable to an individual unit of development
- Water and wastewater utilize standard water meter (3/4”)

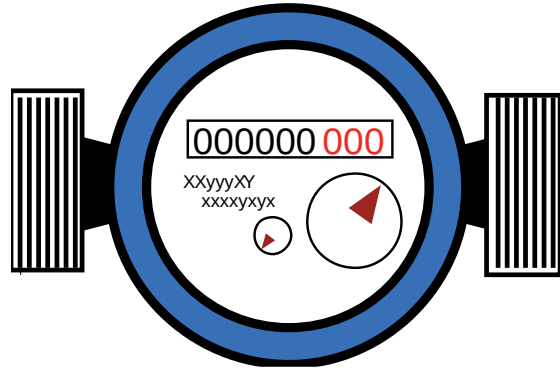


Water and Wastewater Service Units Breakdown



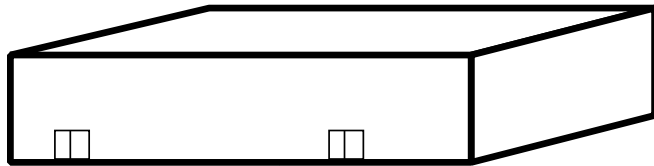
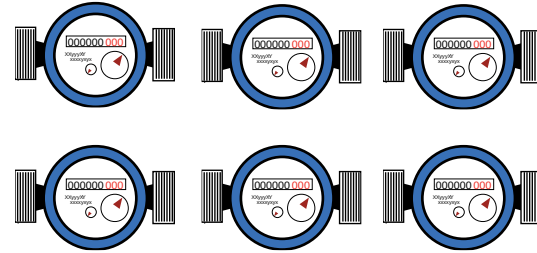
Water and Wastewater Service Units Breakdown

2"



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3/4"

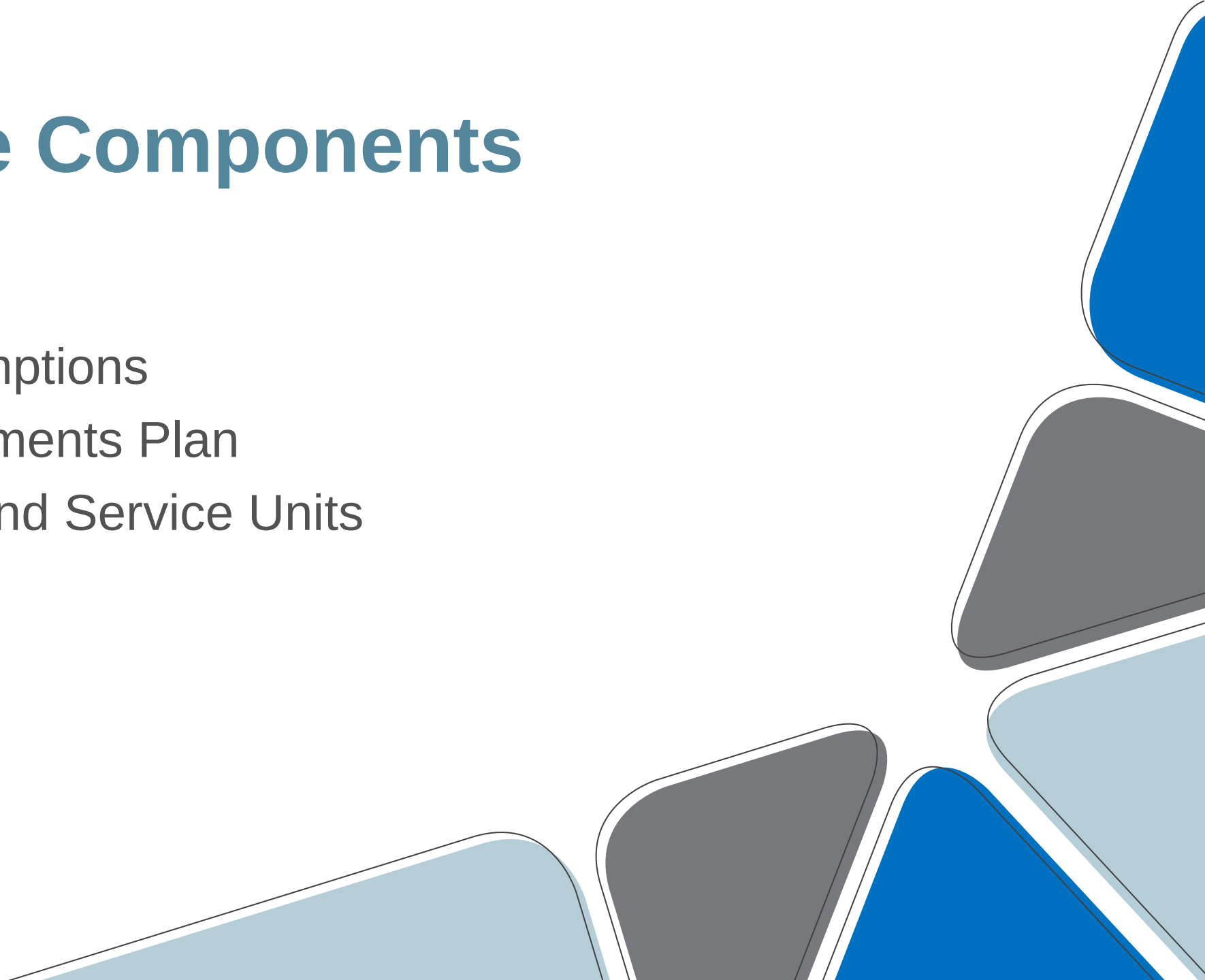


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Impact Fee Components

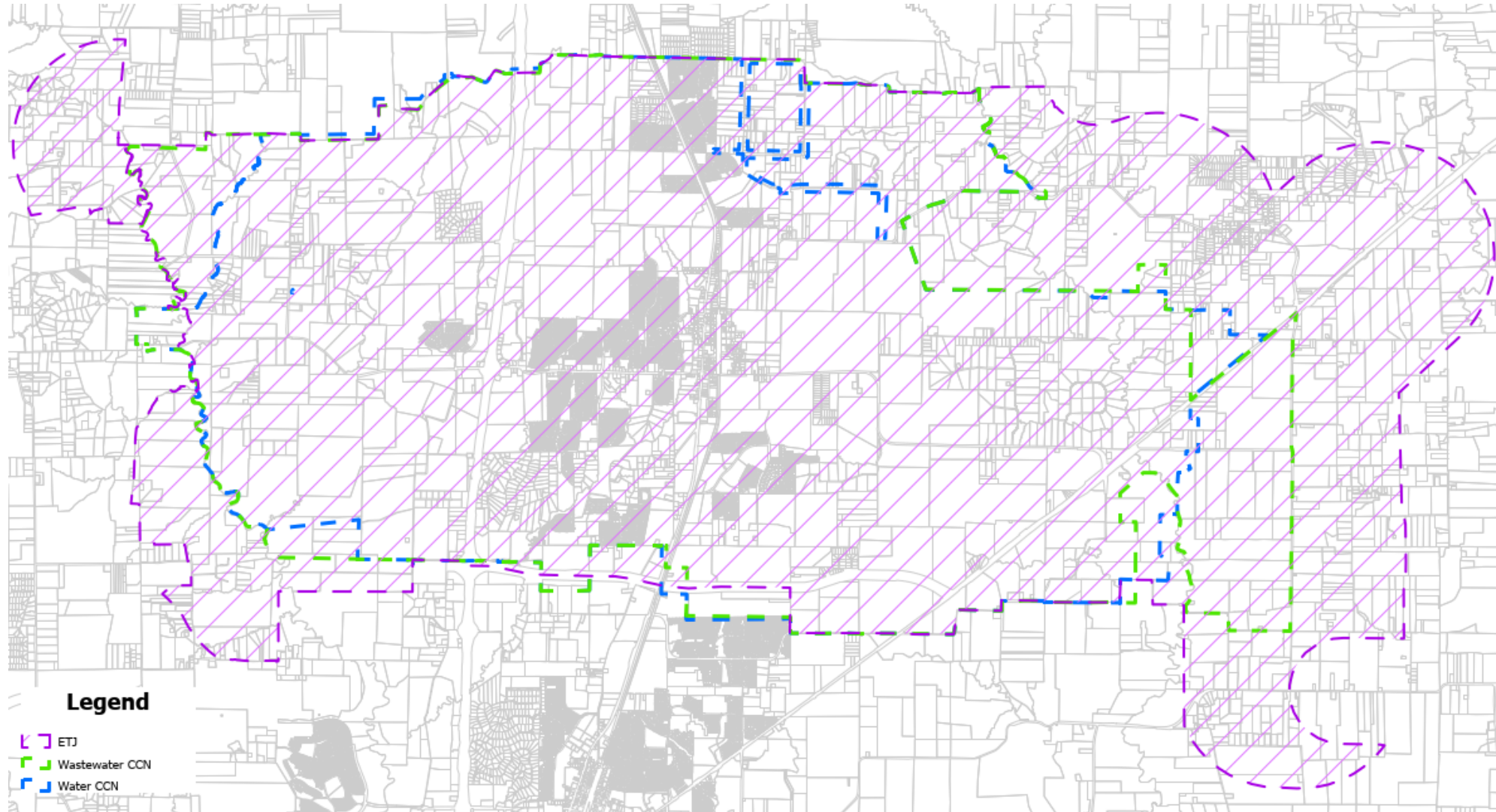
- Service Areas
- Land Use Assumptions
- Capital Improvements Plan
- Maximum Fee and Service Units
- Policy
- Implementation



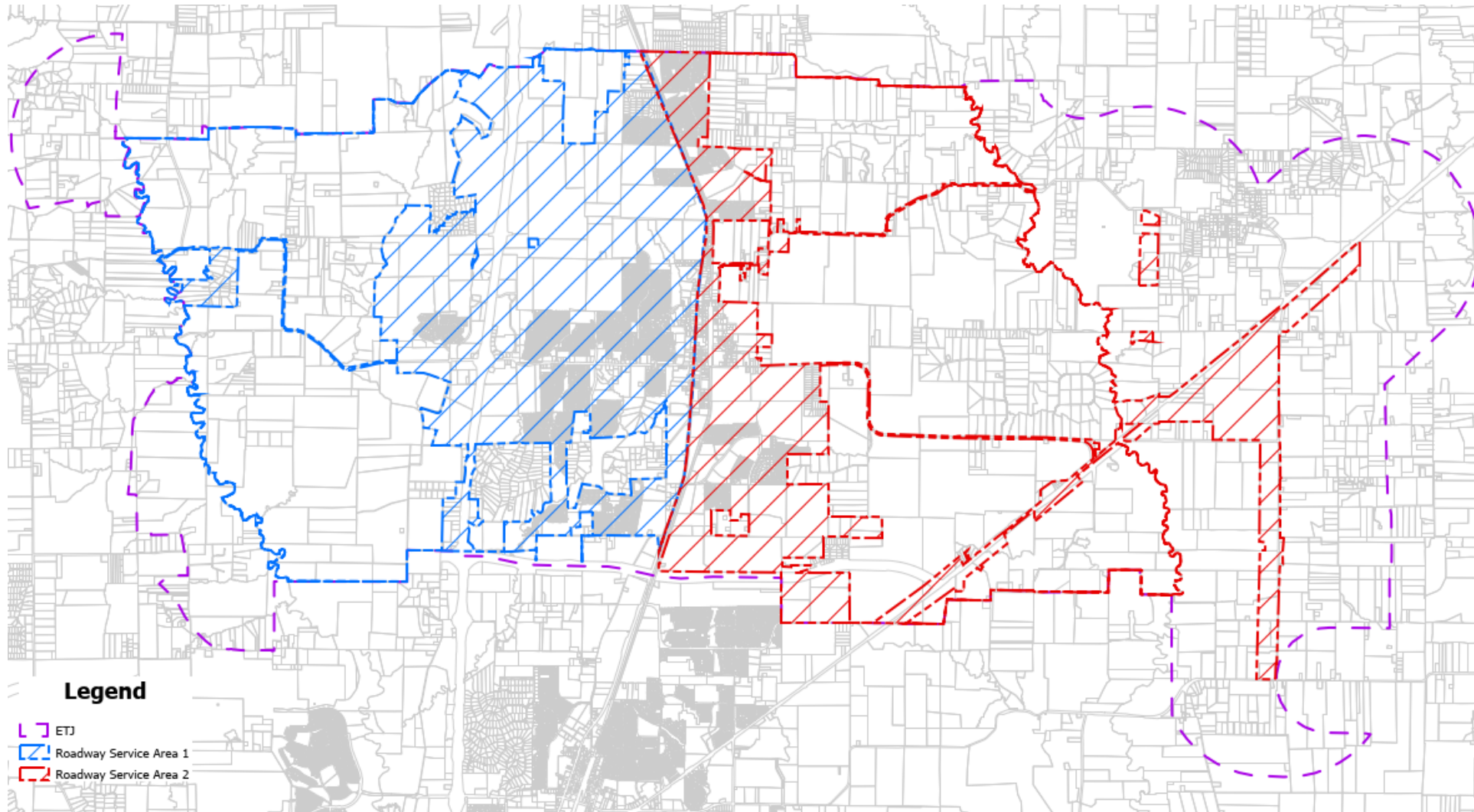
Service Areas

- Funds collected within a service area must be spent on projects within the same service area within 10 years
- Water and Wastewater
 - Generally, within current CCN
 - Expanded to include planning boundary set by the Comprehensive Plan
- Roadway – 6 mile trip length limit
 - Limited to City Limits for roadways, cannot include anything in ETJ

Water and Wastewater Service Area



Roadway Service Area



Roadway Land Use Assumptions

Roadway Residential and Non-Residential LUA Growth Projections (2022-2032)						
Service Area	Year	Residential Units		Non-Residential Square Feet		
		Single Family	Multi-Family	Basic	Service	Retail
1	2022	5502	24	380,205	445,328	1,932,203
	2032	8263	2,074	1,201,039	1,406,758	6,103,684
	<u>Growth</u>	<u>2761</u>	<u>2,050</u>	<u>820,834</u>	<u>961,430</u>	<u>4,171,481</u>
2	2022	1911	120	319,499	18,164	4,864,000
	2032	4,002	120	1,009,273	11,822,476	5,556,518
	<u>Growth</u>	<u>2,091</u>	<u>0</u>	<u>689,774</u>	<u>11,804,312</u>	<u>692,518</u>
Overall City Growth		4,852	2,050	1,510,608	12,765,742	4,864,000

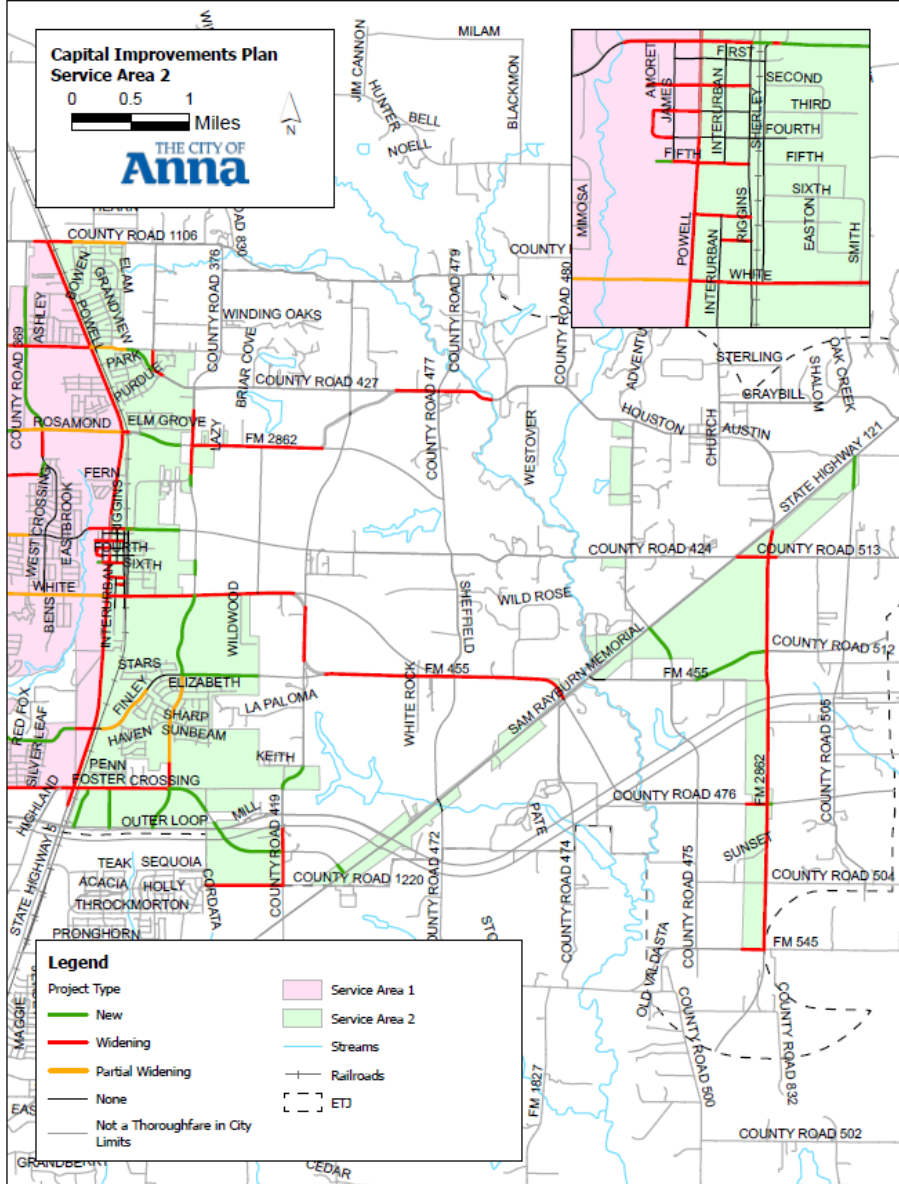
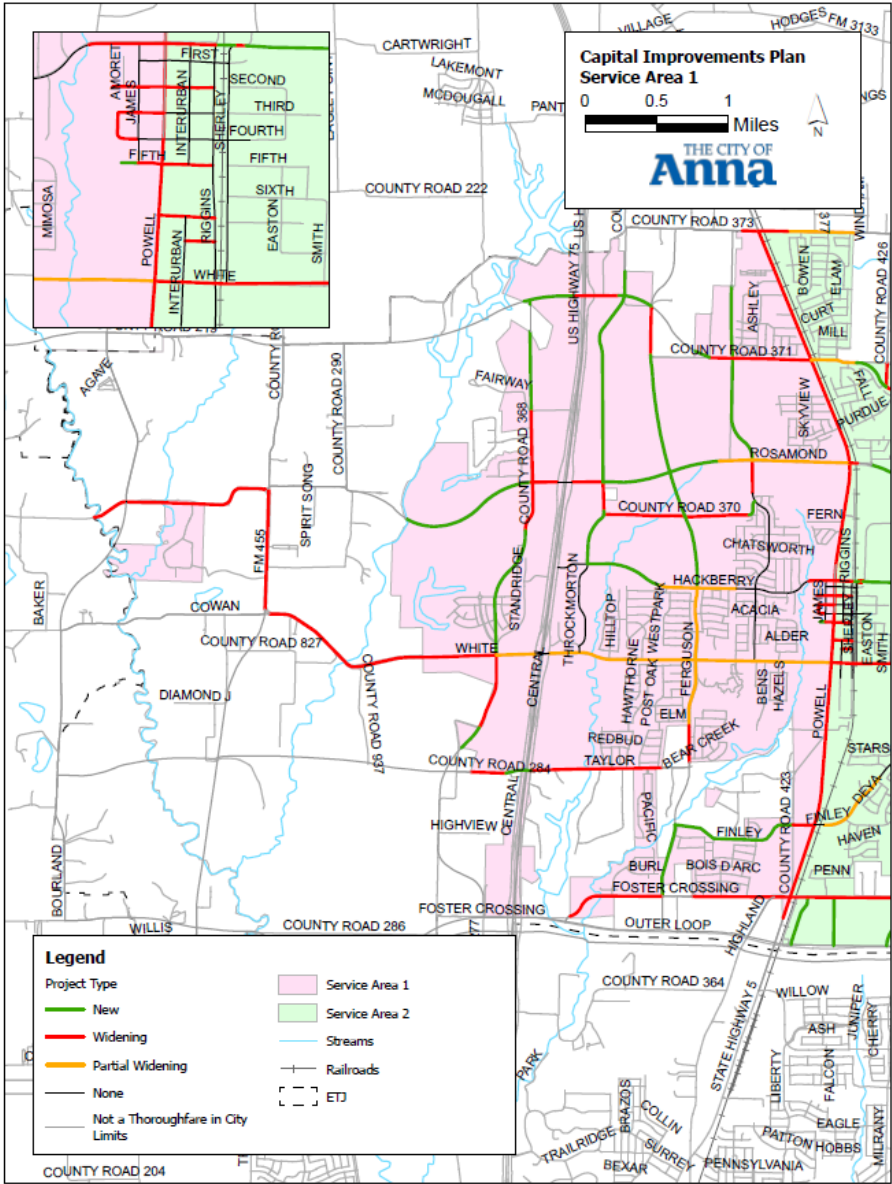
Water Land Use Assumptions

Water Land Use Assumptions		
Year	Residential Connections	Non-residential Connections
2022	8,385	269
2032	15,984	499
Growth	7,599	230

Wastewater Land Use Assumptions

Wastewater Land Use Assumptions		
Year	Residential Connections	Non-residential Connections
2022	8,029	257
2032	15,305	477
Growth	7,276	220

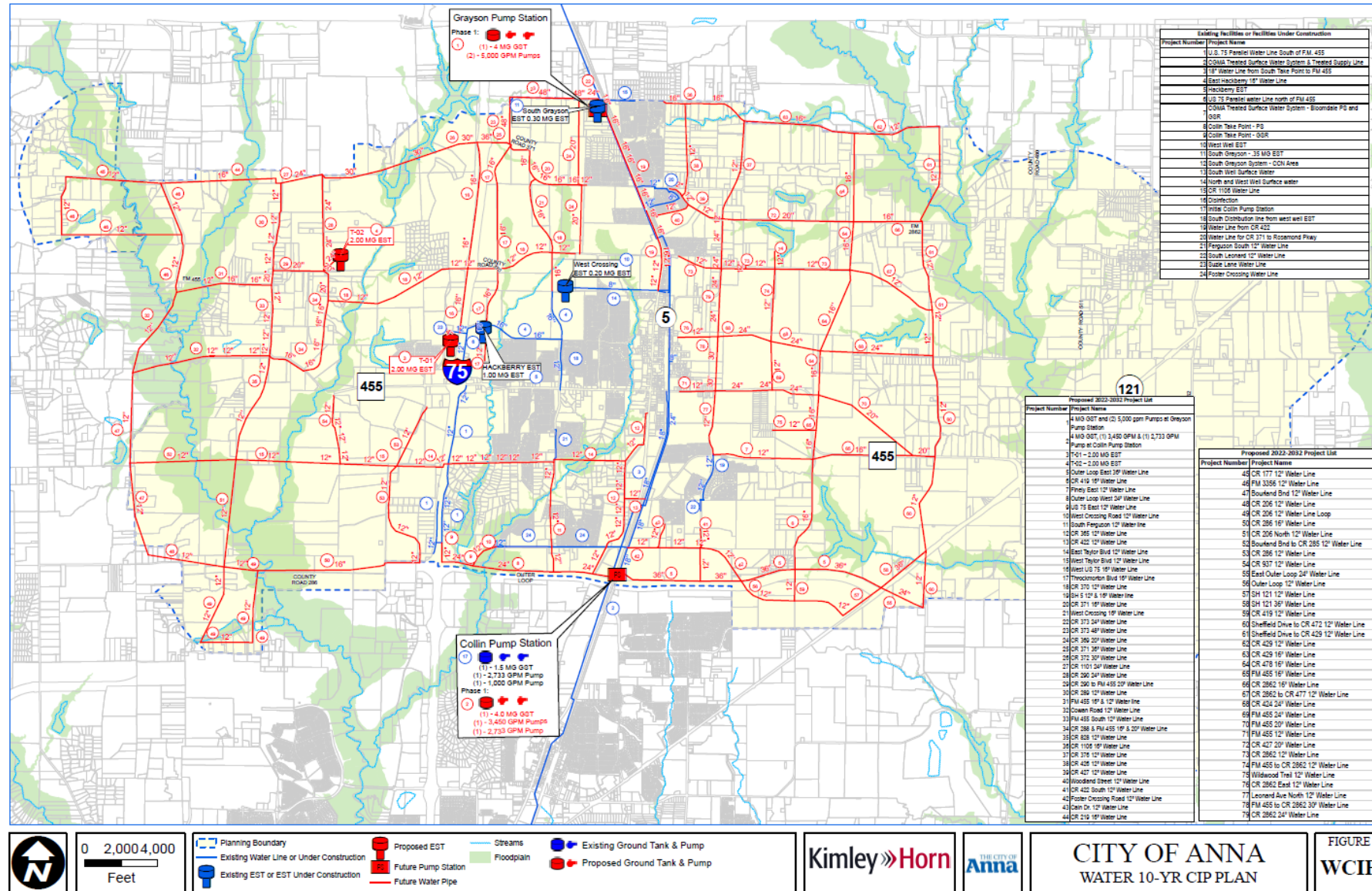
Roadway 10-Year CIP



Roadway 10-Year Recoverable Costs

SERVICE AREA:		SA 1
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE PROJECT PLAN (FROM PROJECT PLAN UNITS OF SUPPLY, APPENDIX B)	21,853
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM PROJECT PLAN UNITS OF SUPPLY, APPENDIX B)	2,067
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING FACILITIES INVENTORY, APPENDIX C)	57
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	19,729
5	TOTAL COST OF THE PROJECT PLAN WITHIN SERVICE AREA (FROM TABLE 2.7)	\$ 248,055,382
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	\$ 223,945,666
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$ 24,109,716
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM TABLE 2.11 AND Land Use Assumptions)	9,000
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	45.6%
10	IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE	45.6%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	\$ 102,119,224
12	PRE-CREDIT MAX FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 11 / LINE 8)	\$ 11,346
13	CREDIT CALCULATION (50% OF LINE 11)	\$ (51,059,612)
14	RECOVERABLE COST OF IMPACT FEE PROJECT PLAN (LINE 11 + LINE 13)	\$ 51,059,612
15	MAX ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 14 / LINE 8)	\$ 5,673

Water 10-Year CIP



Water 10-Year Recoverable Costs

Recoverable Impact Fee CIP Costs	\$186,045,781
Debt Service*	\$46,511,445
Pre-Credit Recoverable Cost for Impact Fee	\$232,557,226
Credit for Utility Revenues	\$116,278,613
Maximum Recoverable Cost for Impact Fee	\$116,278,613

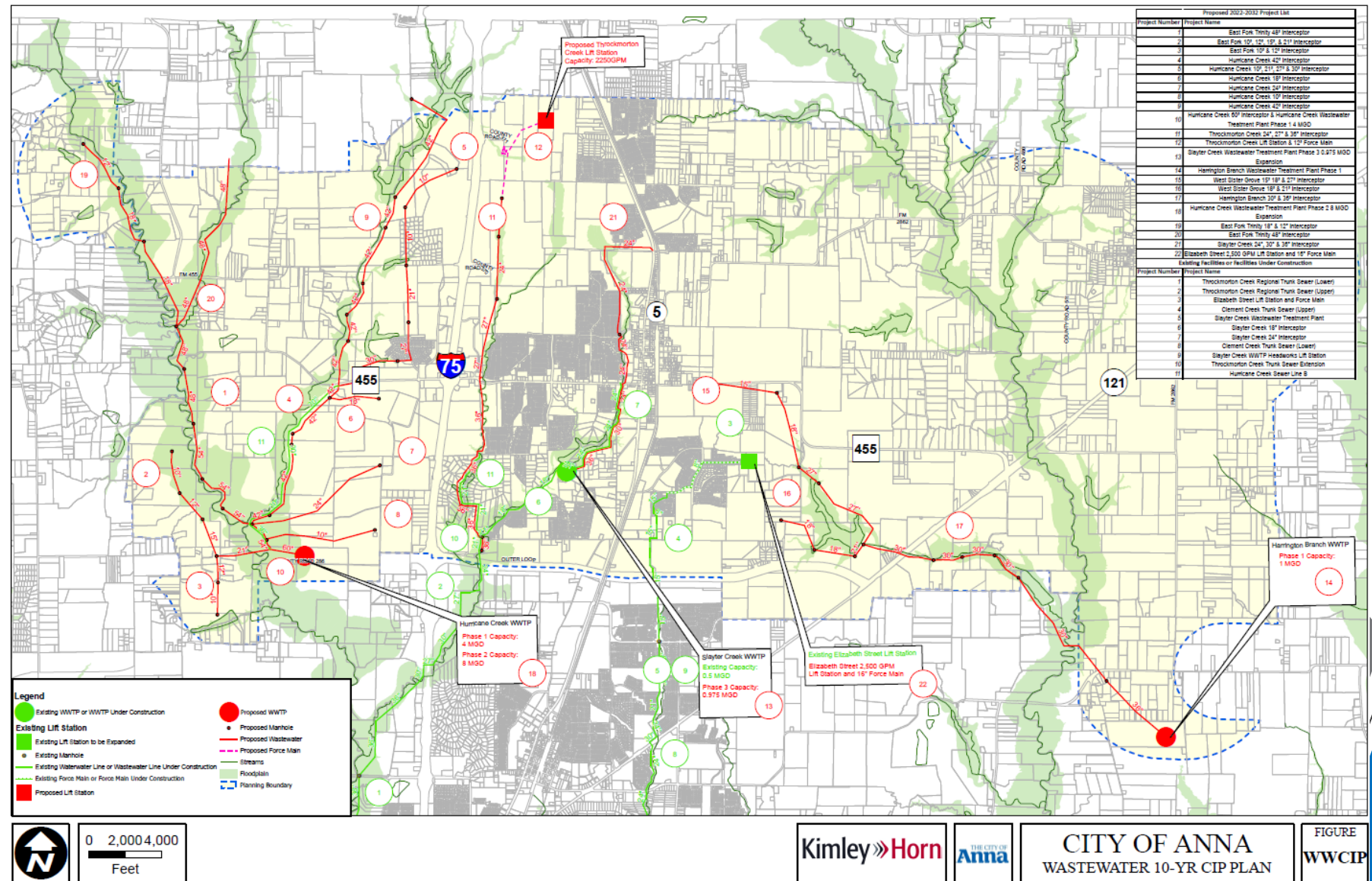
*Represents the interest costs associated with debt financing the new impact fee project costs

$$\text{Impact fee per SFE} = \frac{\text{10 - year recoverable costs}}{\text{10 - year additional SFEs}}$$

$$\text{Impact fee per SFE} = \frac{\$116,278,613}{11,672}$$

$$\text{Impact fee per SFE} = \$9,962$$

WW 10-Year CIP



WW 10-Year Recoverable Costs

Recoverable Impact Fee CIP Costs	\$ 278,033,732
Debt Service*	\$ 69,508,433
Pre-Credit Recoverable Cost for Impact Fee	\$ 347,542,165
Credit for Utility Revenues	\$ 173,771,082
Maximum Recoverable Cost for Impact Fee	\$ 173,771,082

*Represents the interest costs associated with debt financing the new impact fee project costs

$$\text{Impact fee per SFE} = \frac{\text{10 year recoverable costs}}{\text{10 year additional SFEs}}$$

$$\text{Impact fee per SFE} = \frac{\$173,771,082}{11,672}$$

$$\text{Impact fee per SFE} = \$14,888$$

Roadway, Water and Wastewater Combined Impact Fee Comparison: Service Unit

City	Roadway	Water	Sewer	Total
Anna - Current	\$ 2,715.00	\$ 4,510.00	\$ 4,079.00	\$ 11,304.00
Anna – Maximum Allowed	\$ 5,673.00	\$ 9,962.00	\$ 14,888.00	\$ 30,523.00
Allen	\$ 1,350.00	\$ 2,840.03	\$ 1,644.09	\$ 5,834.12
Celina	\$ 5,500.00	\$ 4,400.00	\$ 5,200.00	\$ 15,100.00
Frisco	\$ 4,257.00	\$ 2,120.00	\$ 2,344.00	\$ 8,721.00
Melissa	\$ 2,286.00	\$ 1,446.67	\$ 398.67	\$ 4,131.34
McKinney	\$ 4,484.00	\$ 1,754.00	\$ 1,643.00	\$ 7,881.00
Prosper	\$ 6,053.00	\$ 1,528.00	\$ 1,129.00	\$ 8,710.00
Sachse	\$ 2,450.42	\$ 2,521.69	\$ 1,857.68	\$ 6,829.79
Wylie	\$ 3,995.87	\$ 4,137.06	\$ 876.35	\$ 9,009.28

Potential Maximum Allowable Impact Fee (Road, Water, & WW)

\$30,523

- The Study Calculates the Maximum Rates allowed
- The City Council Sets the Rates by Ordinance, based on feedback from the CIAC.

Impact Fee Considerations

- Arguments **for** high fees:
 - Ensures new development pays their “fair share”
 - Ensures funding for infrastructure expansion which is necessitated by growth
 - Cost recovery for impacts to the City’s infrastructure
- Arguments **against** high fees:
 - Make us less competitive with neighboring communities
 - May slow down development
 - Can discourage high fee developments (commercial/retail/restaurant)

Council Feedback From 7/26 Meeting

- Staff made some adjustments based on feedback received at the July 26, 2022 meeting.
- The adjustments include:
 - Providing 2 fee options, with one being somewhat higher, including the maximum allowable for roadway.
 - Increasing the % of Maximum for certain land uses to be higher, with the understanding Council has the authority to choose to incentivize the most desirable projects.

Staff Recommendations

	<u>Option A</u>	<u>Option B</u>
• Roadway		
• \$2,715	→ \$5,673	\$5,673*
• Water		
• \$4,510	→ \$4,750	\$5,500
• Wastewater		
• \$4,079	→ \$4,750	\$5,500
	\$11,304 → \$15,173	\$16,673

*Represents the maximum allowed per study

Staff Recommendations

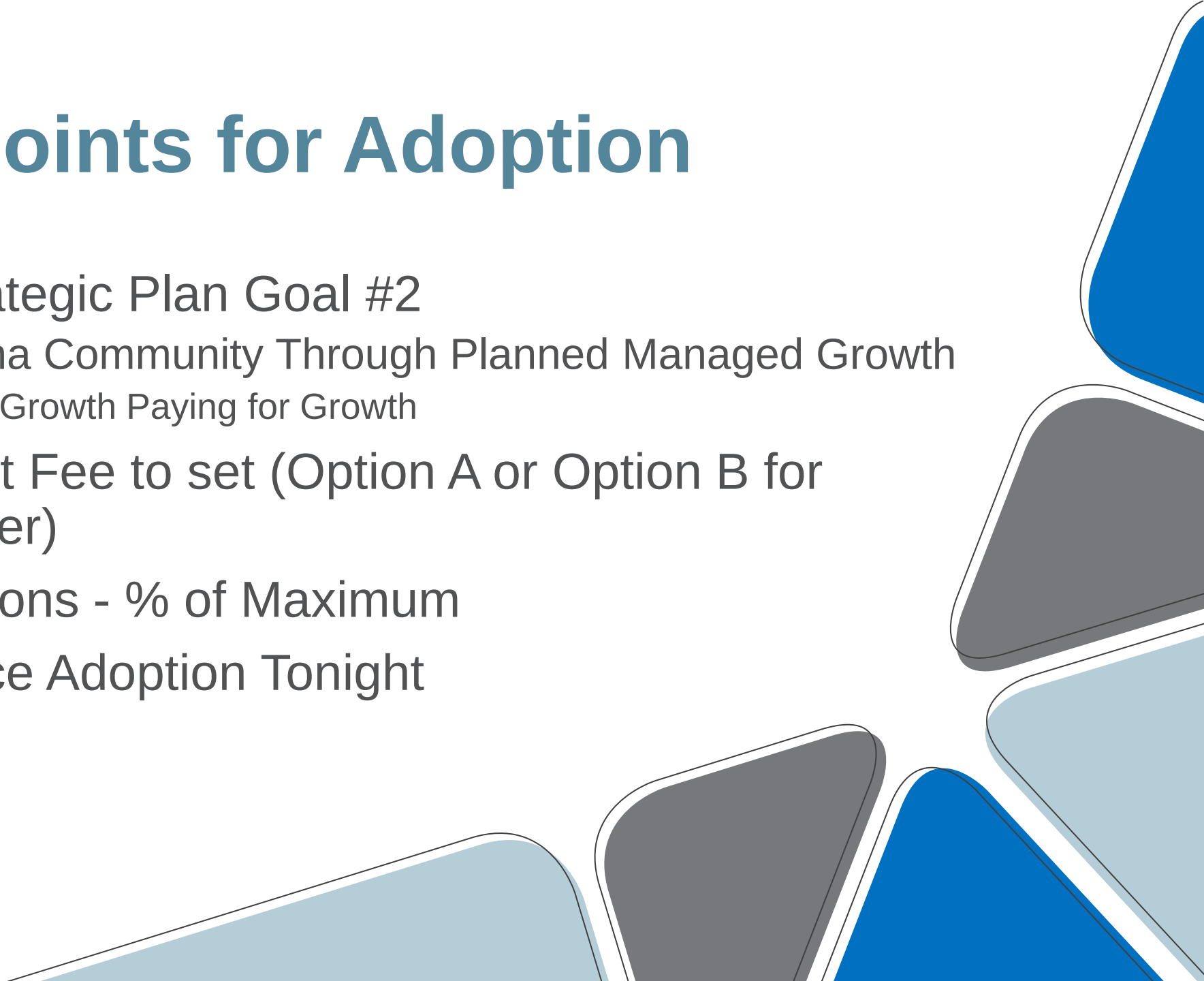
- It is common to set the percentage of the maximum roadway impact fees by land use. This can incentivize uses which are community needs, and fully account for the impact of less desirable uses.
- Public Works reviewed land uses with EDC staff to develop the proposed percentages.
- Proposed % of Maximum Fee by Land Use
 - 100% - Residential, Convenience Store, Fueling Stations, Auto Dealerships, Auto Repair/Maintenance, Warehouse, Storage, Fast Food
 - ~85% - General Commercial, Retail, Industrial Manufacturing
 - ~75% - Highly Desirable Land Uses (Sit-down restaurant, large retailer greater than 20,000 SF GFA, employment centers)
 - ~65% - Most Desirable Land Uses (3+ Story/Class A Office building, Corporate Campus)

CIAC Recommendation

- In June the Capital Improvement Advisory Council unanimously approved a recommendation to adopt the proposed impact fees.



Decision Points for Adoption

- City Council Strategic Plan Goal #2
 - Sustainable Anna Community Through Planned Managed Growth
 - Objective #6 – Growth Paying for Growth
 - Maximum Impact Fee to set (Option A or Option B for Water/Wastewater)
 - Land Use Decisions - % of Maximum
 - Formal Ordinance Adoption Tonight
- 



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution awarding the subgrade construction of the Sherley Heritage Park Historic Train project to WOPAC Construction, Incorporated, in the amount not to exceed \$78,875.00. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is seeking to construct the necessary improvements to Sherley Heritage Park to allow for the placement of a historic train locomotive. This item approves awarding the subgrade work to WOPAC Construction, Incorporated, through their Collin County contract. Through the Collin County Purchasing Program, the City of Anna is able to utilize Collin County contracts to take advantage of their larger purchasing power, providing the City with more competitive pricing than we would receive from a separate bid process.

The proposed cost of the subgrade construction is \$78,875.00, which includes:

- \$35,500 for excavation, cement stabilization, and 8" of sub ballast
- \$33,375 for installing ballast after the rail ties are in place
- \$10,000 in contingency funds for additional excavation or materials which may be required once construction begins

Staff recommends approval of the item. WOPAC will be able to begin the work in the next 60 days if approved.

FINANCIAL IMPACT:

The estimated cost is \$78,875.00. This includes \$35,500 for excavation, cement stabilized subgrade, and 8" of sub-ballast. The price also includes \$33,375.00 for the top ballast to go around the rail ties after rail tie installation and \$10,000 in contingency funds if additional excavation or material is required. The fund source is Park Development Funds.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution - Wopac - Sherley Heritage Park Track Subgrade
2. Proposal for City of Anna Prepare Subgrade for Train Tracks at Shirley Park_

APPROVALS:

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

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDED THE SUBGRADE CONSTRUCTION FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN PROJECT TO WOPAC CONSTRUCTION, INCORPORATED, IN THE AMOUNT NOT TO EXCEED SEVENTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$78,875.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sherley Heritage Park Historic Train Improvement Project is identified as a capital park improvement project in the City of Anna, Texas; and,

WHEREAS, the City has identified funding for the project from the Park Development Fund; and,

WHEREAS, Wopac Construction, Incorporated has a current contract with Collin County for paving improvements, which includes the construction of subgrade and installation of all materials required for the proposed work; and,

WHEREAS, the City of Anna is utilizing the Collin County contract with Wopac Construction, Incorporated in accordance with the Collin County Purchasing Program; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby awards the Subgrade Construction for the Sherley Heritage Park Historic Train Project to WOPAC Construction, Incorporated, in an amount not to exceed \$78,875.00, which includes \$10,000 for contingency.

That funding for the project shall come from the Park Development Fund.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

WOPAC Const. Inc.

P.O. Box 819
Prosper, TX 75078
972-562-8316
adamleachwopac@aol.com
wopacconst.com

Estimate

Estimate No: 2211
Date: 8/17/2022



Quote To:

City of Anna
111 N. Powell Pkwy
Anna, TX 75409

WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Prepare Subgrade for Train Tracks at Shirley Park.

Item	Description	Quantity	Unit	Rate	Amount
1	Excavate dirt to a depth of 8". Install Cement Stabilization at a depth of 8" using 40lbs of Portland Cement per SY. Install 8" of Flexbase (Sub Ballast). Water, compact and Grade.	1	LS	\$35,500.00	\$35,500.00
2	Install 8" deep of 3" ballast rock after train tracks have been installed.	1	LS	\$33,375.00	\$33,375.00

Grand Total \$68,875.00

By: _____

By: _____

Wopac Const. Inc.

WOPAC Const. Inc.

Estimate

P.O. Box 819
Prosper, TX 75078
972-562-8316
adamleachwopac@aol.com
wopacconst.com

Estimate No:
Date:

2211
8/17/2022



Quote To:

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2	Install 8" deep of 3" ballast rock after train tracks have been installed.	1	LS	\$33,375.00	\$33,375.00

Grand Total

\$68,875.00

By: _____

By: _____

Wopac Const. Inc.



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution awarding the rail construction for the Sherley Heritage Park Historic Train Project to Trac-Work, Incorporated, for an amount not to exceed \$71,448.98. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is seeking to construct the necessary improvements to Sherley Heritage Park to allow for the placement of a historic train locomotive. This item approves awarding the installation of the train track/rail to Trac-Work, Incorporated.

The City completed a reverse auction for the scope of work utilizing the IonWave platform. The reverse auction ended on August 12, 2022. Two bids were received as shown in the bid results attached. The lowest qualified bid was received from Trac-Work, Inc.

The proposed cost of the rail construction is \$71,448.98, which includes:

- \$61,448.98 for excavation, cement stabilization, and 8" of sub ballast
- \$10,000 in contingency funds for additional work or materials which may be required once construction begins

Staff recommends approval of the item. Trac-Work will begin work upon completion of the subgrade by WOPAC Construction.

FINANCIAL IMPACT:

The total project budget is \$71,448.98, which includes the base bid of \$61,448.98 and \$10,000 in contingency funds, which will only be used if necessary. The funding source is Park Development Funds.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution - Track Works - Sherley Heritage Park Rail Install
2. Bid Tabulation by Line Item Spreadsheet Train Tracks 08.2022

APPROVALS:

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

Created/Initiated - 8/17/2022
Final Approval - 8/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDDING THE RAIL CONSTRUCTION FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN PROJECT TO TRAC-WORK, INCORPORATED, IN THE AMOUNT NOT TO EXCEED SEVENTY-ONE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS AND NINETY-EIGHT CENTS (\$71,448.98); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sherley Heritage Park Historic Train Improvement Project is identified as a capital park improvement project in the City of Anna, Texas; and,

WHEREAS, the City has identified funding for the project from the Park Development Fund; and,

WHEREAS, the City of Anna conducted a reverse auction ending on August 12, 2022 for the installation of the rail system with the results shown in Exhibit A attached hereto; and,

WHEREAS, two bids were received and Trac-Work, Incorporated submitted the lowest qualified bid; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby awards the rail system installation for the Sherley Heritage Park Historic Train Project to Trac-Work, Incorporated, in an amount not to exceed \$71,448.98, which includes the bid amount of \$61,448.98 and \$10,000 in project contingency for unforeseen costs which may appear after the start of construction.

That funding for the project shall come from the Park Development Fund.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

Event Number	2021 - 0019 Addendum 2			City of Anna, Texas		
Event Title	Sherley Heritage Railroad Track Project			Purchasing		
Event Description	PURPOSE the City of Anna, Texas wishes to			Alan Guard		
Event Type	ITB			aguard@annatexas.gov		
Issue Date	8/5/2022 02:00:01 PM (CT)					
Close Date	8/12/2022 02:00:00 PM (CT)					

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Trac-Work, Inc.	ENNIS	TX	8/12/2022 10:23:01 AM (CT)	1	\$61,448.98
Lone Star Railroad Contractors, Ennis		TX	8/12/2022 08:07:24 AM (CT)	1	\$120,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Event Number	2021 - 0019 Addendum 2	Organization	City of Anna, Texas
Event Title	Sherley Heritage Railroad Track Project	Workgroup	Purchasing
Event Description	PURPOSE the City of Anna, Texas wishes to	Event Owner	Alan Guard
Event Type	ITB	Email	aguard@annatexas.gov
Issue Date	8/5/2022 02:00:01 PM (CT)	Phone	
Close Date	8/12/2022 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Trac-Work, Inc.	ENNIS	TX	8/12/2022 10:23:01 AM (CT)	1	\$61,448.98
Lone Star Railroad Contractors,	Ennis	TX	8/12/2022 08:07:24 AM (CT)	1	\$120,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action a Resolution authorizing the City Manager to execute an impact fee reimbursement agreement to fund the engineering design of Leonard Avenue from Foster Crossing to the Collin County Outer Loop in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Leonard Avenue is shown in the City of Anna Master Thoroughfare Plan as a Major Arterial Road which will be 6 lanes at buildout as shown in Exhibit A attached.

Currently, the road is constructed as a 4-lane divided roadway through the Anna Town Square residential development.

Neighbors in Anna Town Square have reached out to the City with concerns regarding access and traffic congestion in their neighborhood. Currently, the primary entrance/exit is at Finley and SH 75. There is a local street (Vail Lane) which connects to Foster Crossing, and an unimproved section of Leonard which connects to Foster Crossing. Exhibit B shows the access points.

Active development projects will complete the construction of the unimproved section of Leonard to Foster Crossing in the near future. From Foster crossing to the Collin County Outer Loop, the road has yet to be designed. The surrounding land is owned by a single property owner, who is actively working through the early stages of the development process, but is not yet ready to subdivide or develop the property.

Neighbors in Anna Town Square have been actively requesting the City to consider moving the extension of Leonard forward, as a solution to their transportation concerns. The City has put together a plan with the landowner to begin the design process of the road so that it can begin to move forward. This agreement accomplishes that goal by establishing an agreement with the landowner to have their engineer design the road.

Exhibit C is a cost estimate for the design and construction of the roadway. The anticipated cost of engineering, surveying, and geotechnical work is \$323,500.00. Staff is proposing this work be funded through Roadway Impact Fees. When the landowner develops the property, the City will receive these funds back through impact fees paid by the new development.

Staff is continuing to work with the City Attorney and the development community to find a path towards construction of the road, which may occur when the property develops,

or before, if an agreement can be reached which is in the best interest of the City of Anna as a whole and the affected neighbors.

FINANCIAL IMPACT:

The total cost of the engineering, land surveying, and geotechnical services is budgeted for \$323,500.00. The funding source is Roadway Impact Fees.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Exhibit A - Anna MTP 2050
2. Exhibit B - ATS Existing Access Points
3. Exhibit C - ATS Traffic Discussion with developers and ATS neighbors
4. Exhibit D - 20220715 Leonard Avenue Cost Estimate
5. Resolution and Agreement - Roadway Impact Fee Agreement - Leonard Avenue Extension

APPROVALS:

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

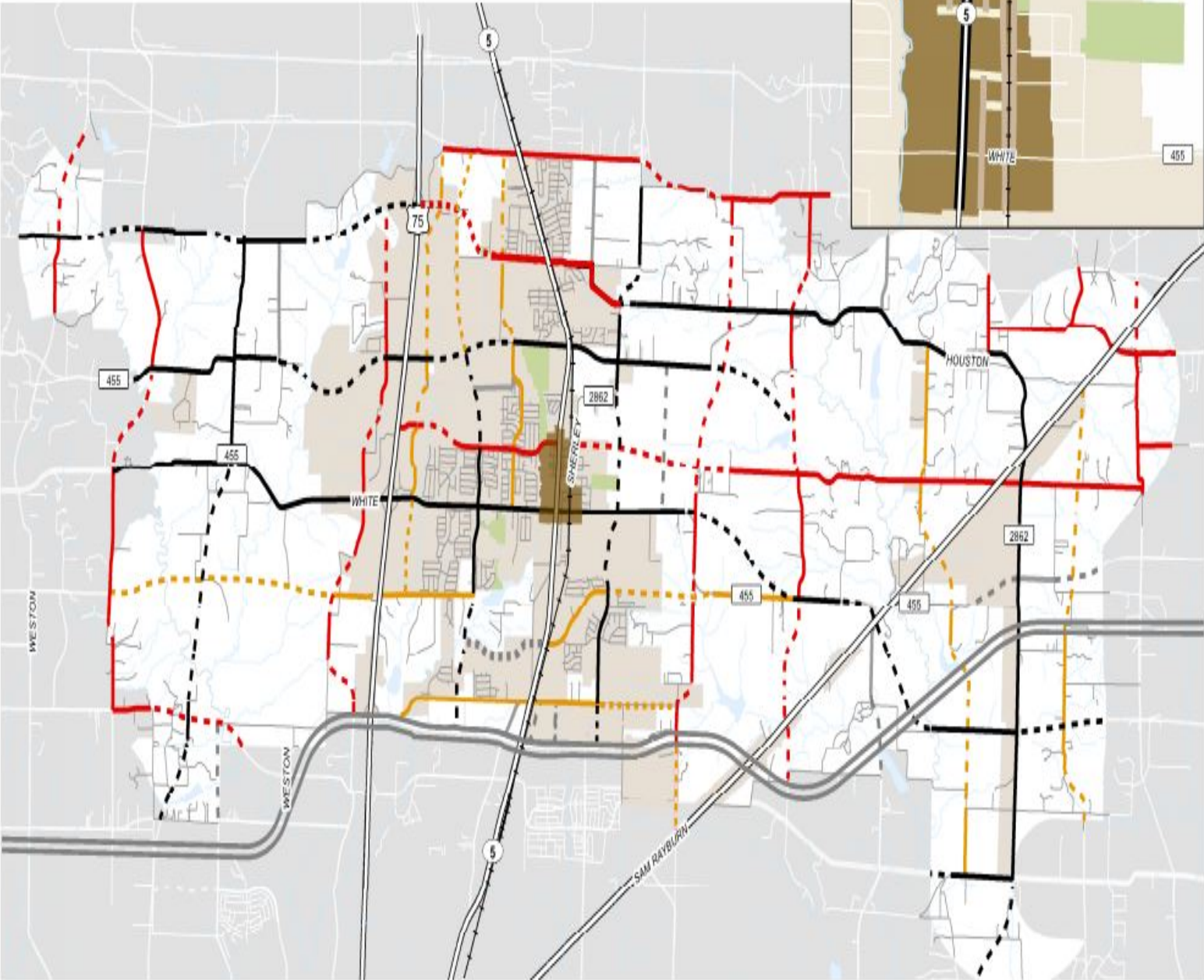
Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

ANNA 2045 MASTER THOROUGHFARE PLAN

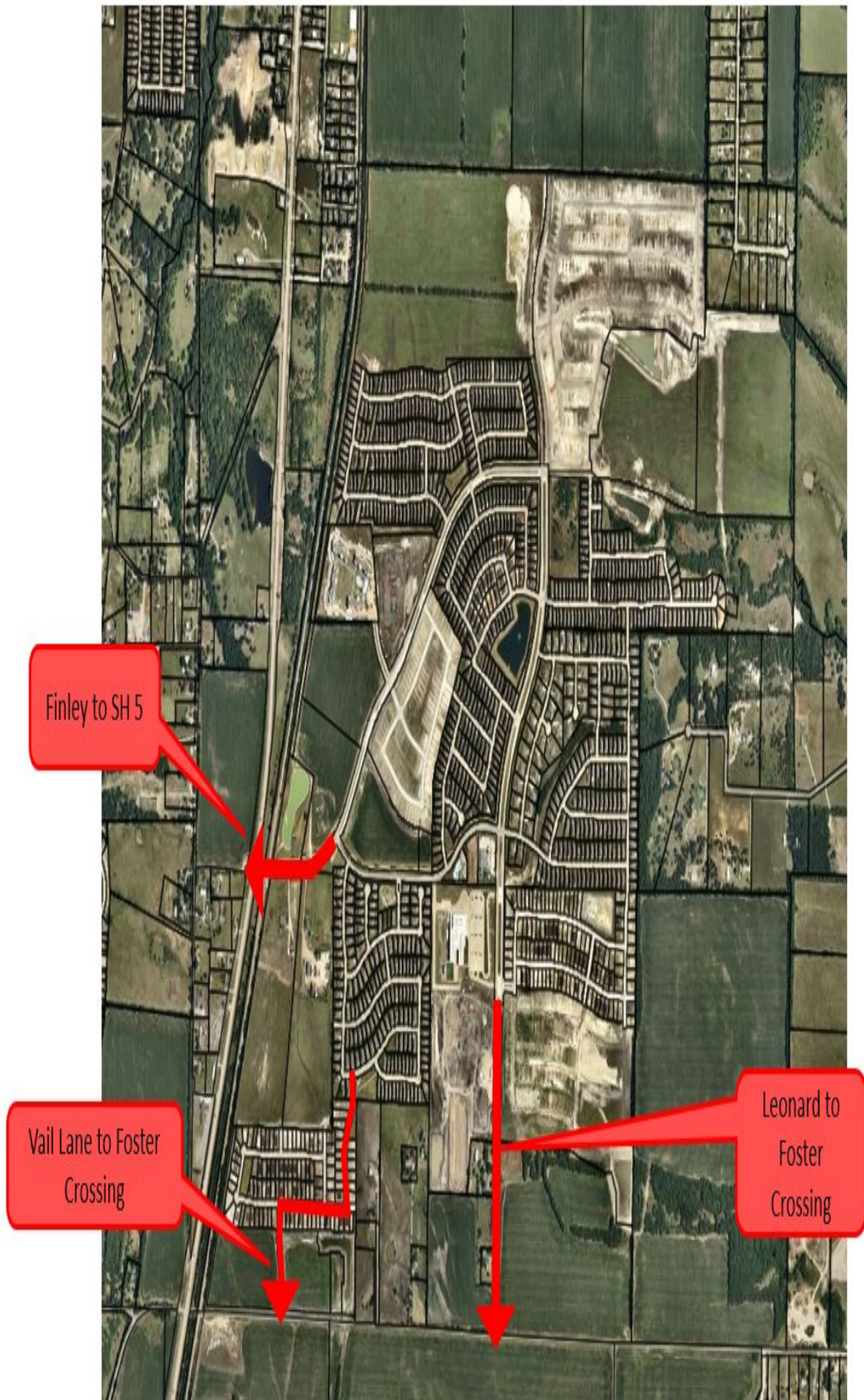
APRIL 2022

DOWNTOWN INSET MAP

- Major Highway
- Major Arterial (120' ROW) - Existing
- Major Arterial (120' ROW) - New
- Minor Arterial (90' ROW) - Existing
- Minor Arterial (90' ROW) - New
- Major Collector (80' ROW) - Existing
- Major Collector (80' ROW) - New
- Minor Collector (60' ROW) - Existing
- Minor Collector (60' ROW) - New
- Anna City Limits
- Proposed Downtown Core
- Anna ETJ
- Railroads
- Parks
- Lakes
- Streams



Anna Town Square – Existing Access Points

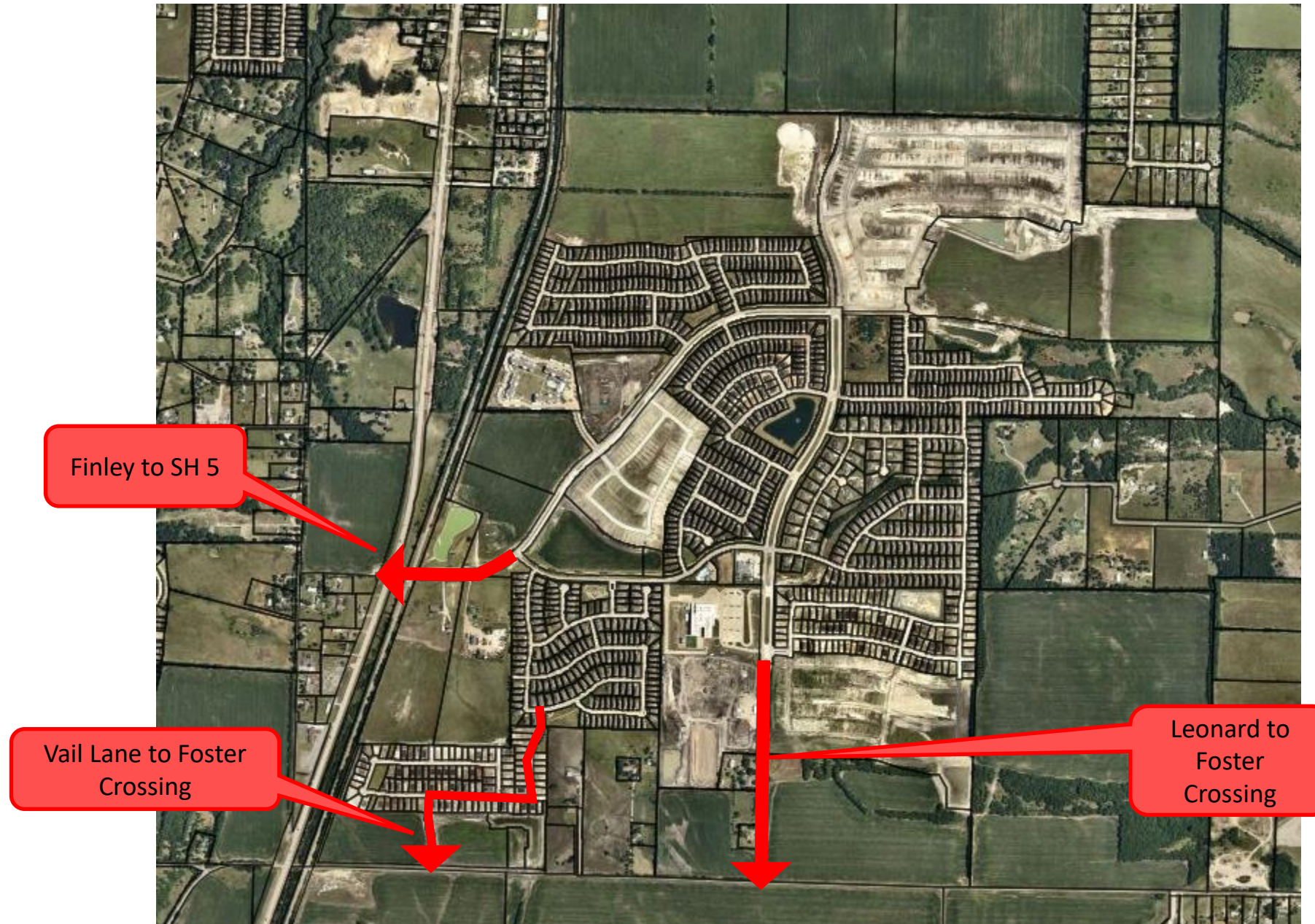


A scenic view of a lake with a fountain on the left and a stone tower on the right under a blue sky. The fountain is spraying water upwards, creating a misty effect. The stone tower is a cylindrical structure with a small platform on top. The lake is a vibrant blue-green color, and the sky is a clear, bright blue with some light clouds. The overall scene is peaceful and picturesque.

Anna Town Square Transportation Improvement Discussion

June 8, 2022

Anna Town Square – Existing Access Points



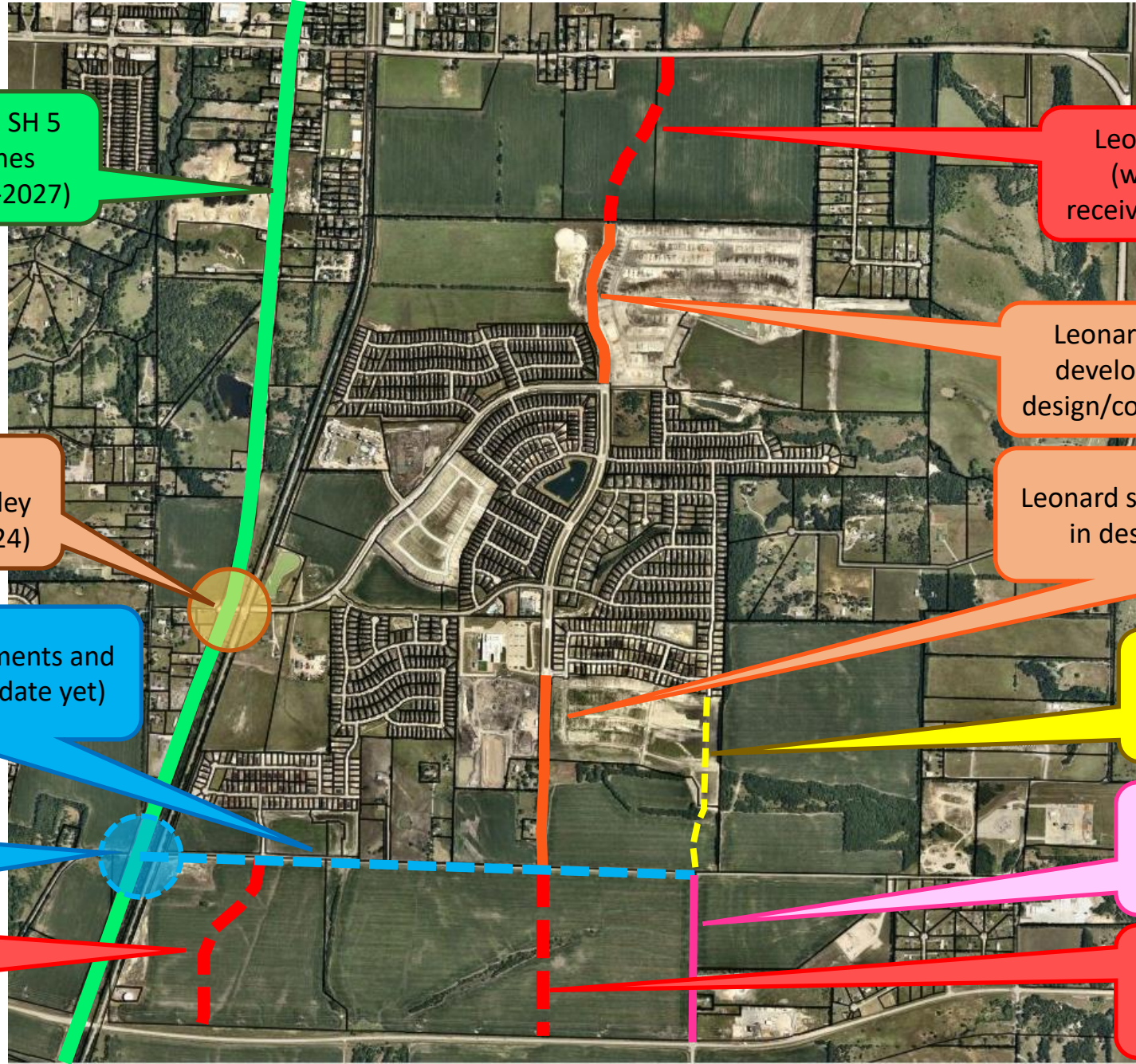
SH5/Finley Traffic Study Results

Warrant	Description	Analysis Result
1A	Eight Hour Volume – Minimum Vehicular Volume (70% & 56%)	Warrant 1, Condition A Met
1B	Eight Hour Volume – Interruption of Continuous Traffic (70% & 56%)	Condition B Not Evaluated as Condition A is Met
2	Four Hour Vehicular Volume	Warrant Met
3	Peak Hour	Warrant Met
4	Pedestrian Volume	Warrant Not Met
5	School Crossing	Warrant Not Met
6	Coordinated Signal System	Warrant Not Met
7	Crash Experience	Warrant Not Met
8	Roadway Network	Not Applicable
9	Intersection Near a RR Grade Crossing	Warrant Met

Eight Highest Hours: Include the same 8 hours for the Major and Minor :

Time Ends	Major St. - Both App.		Minor St. - Hi. Vol. App.	
	Veh. Total	Ped. Total	Veh. Total	Ped. Total
5:00 PM	1,186		268	
4:00 PM	1,153		208	
7:00 AM	948		403	
6:00 PM	896		161	
3:00 PM	848		306	
2:00 PM	728		153	
8:00 AM	725		202	
12:00 PM	712		173	1

Anna Town Square – Major Transportation Projects



TxDOT widening SH 5
from 2 to 4 lanes
(estimated 2025-2027)

Leonard northern extension
(with development – City
received zoning submittal today)

Leonard northern extension (with development – zoned, partially in design/construction with Pulte phases)

Leonard southern extension (partially in design with Gehan project)

TxDOT traffic signal
installation at SH 5/Finley
(estimated January 2024)

Foster Crossing improvements and widening to 4-lanes (no date yet)

Caroline Drive future extension (partially in design with Gehan project)

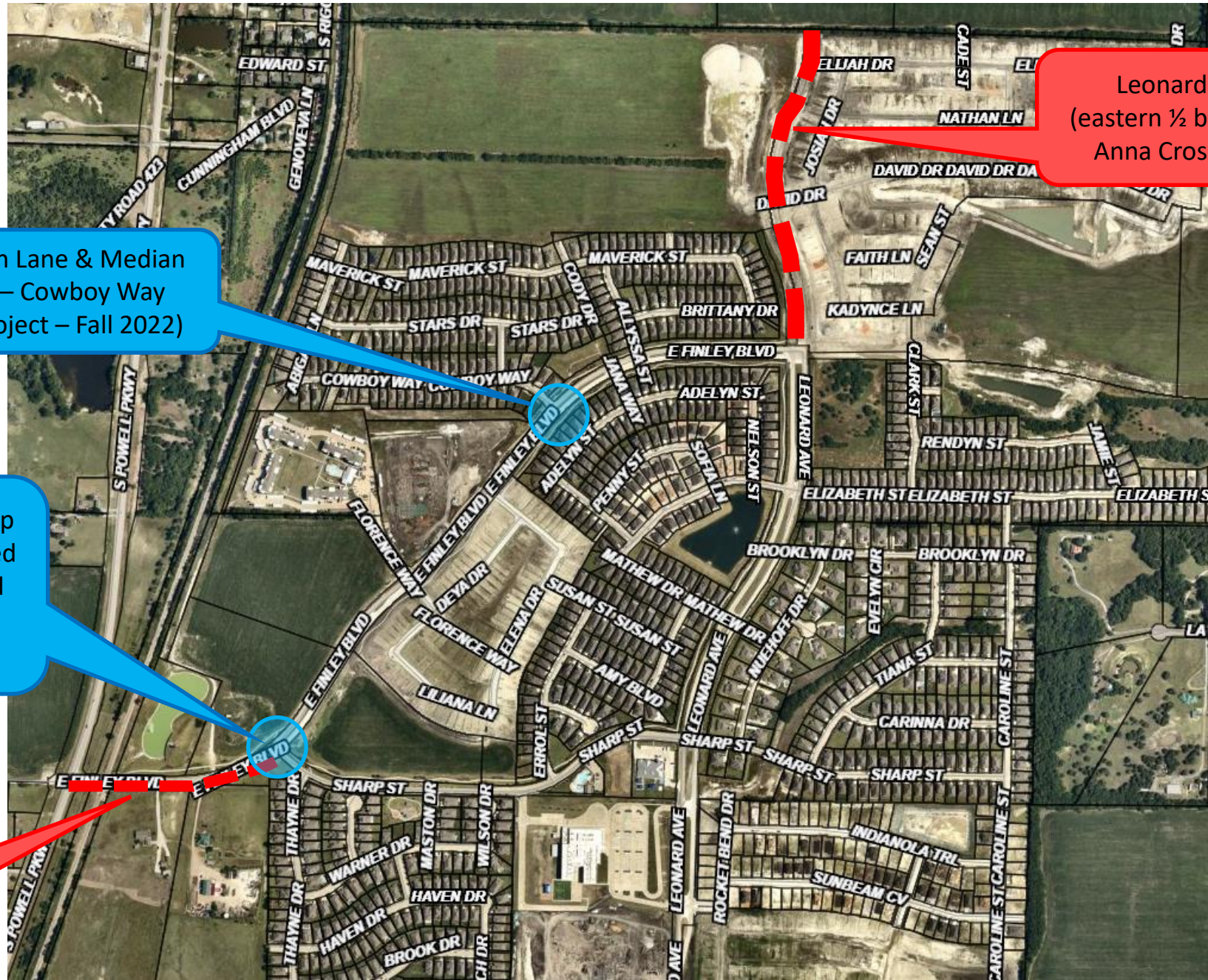
Future TxDOT traffic signal
at SH 5/Foster Crossing
(no date yet)

County Road 418 future improvements (not currently planned)

Industrial Park Road (planned to be built with development)

Leonard southern extension
(with development – not
currently zoned/planned)

Anna Town Square – Key On-site Projects



Left Turn Lane & Median Break – Cowboy Way
(City project – Fall 2022)

Finley/Sharp 4-Way Stop with enhanced advanced warning and enhanced crosswalk (the Grand Phase 2)

Leonard Extension
(eastern ½ being built with Anna Crossing Phase 8)

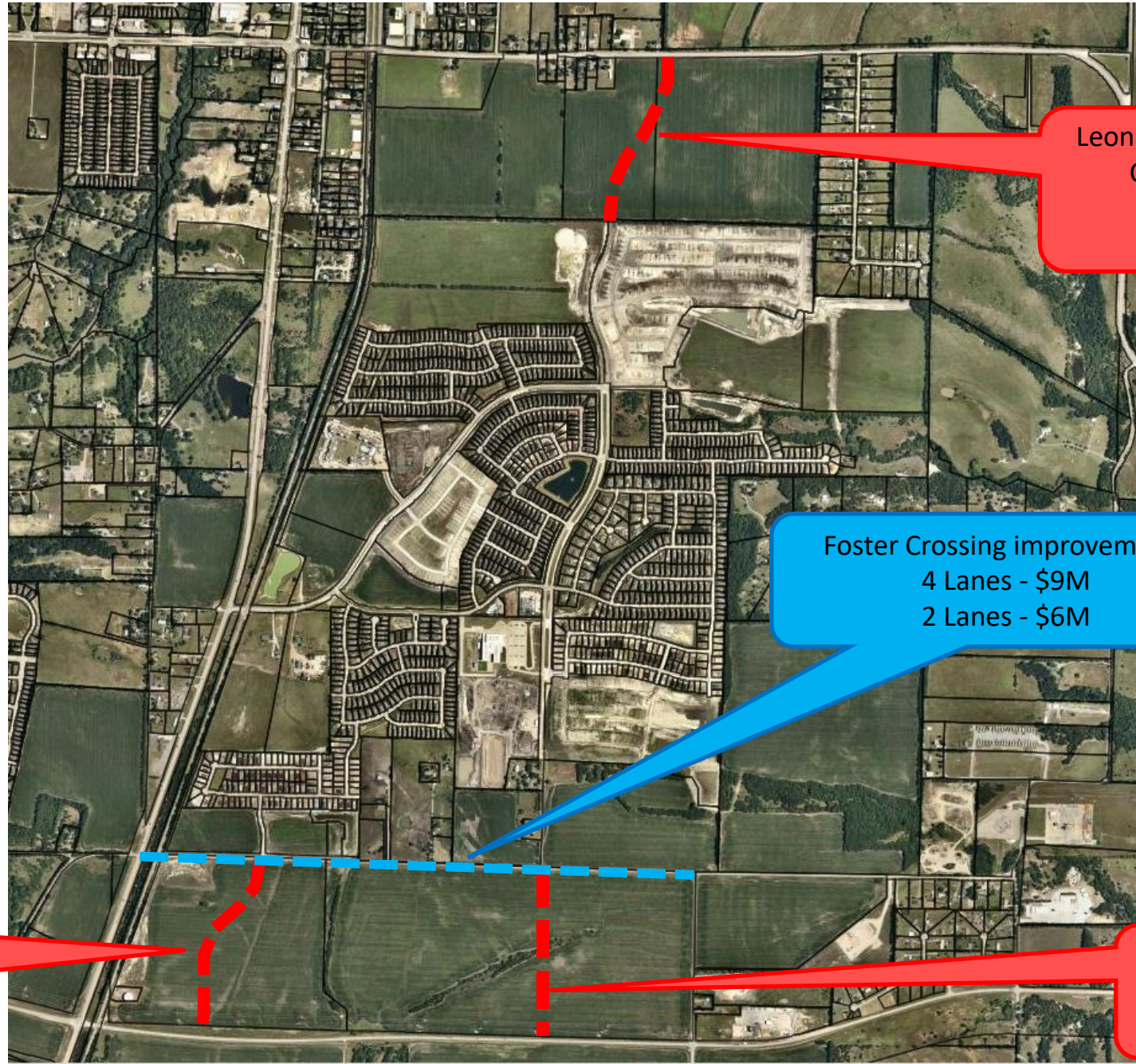
Complete Southern 2 Lanes of Finley

[illegible][illegible]

Anna Town Square – Key Offsite Project Costs

Notes:

- These are rough cost estimates for discussion, based on City project prices. Developers can likely get the roads built cheaper and faster as a part of development.
- Estimates include ROW purchase, surveying, engineering design, construction of paving and drainage improvements
- Estimates do not include water/sewer improvements



Leonard northern extension Zoning
Case Just Submitted Today

4 Lanes - \$3M

2 Lanes - \$2M

Foster Crossing improvements

4 Lanes - \$9M

2 Lanes - \$6M

Industrial Park Road
\$1.75M

Leonard southern extension

4 Lanes - \$3.5M

2 Lanes - \$2.3M

FM 455



Leonard Trails
CONCEPT PLAN
Granderson Stark Survey Abstract No. 798
City of Anna, Collin County, Texas
June 1, 2022
97.646 Acres

ZON- SUBMITTAL #1

Neighbor Requests

- Anna Neighbors who live in Anna Town Square desire an outlet provided to the Collin County Outer Loop.
- The City does not have adequate funds in our Roadway Impact Fee balance to design and construct such a project. Nearly all of our roadway impact fees collected are reimbursed to developers for their construction of CIP road projects. As such, the project is expected to be built in the future with adjacent development.
- The City is seeking feedback from the Development Community on the interest in participating in the construction of Leonard to the Outer Loop to get the project done sooner.
- The project cost would be approximately \$2.3M to build 2 lanes to the outer loop, including survey/engineering/ROW/storm/paving.

Potential Partnership Agreement

- Impact Fee Reimbursement/Development Agreement
 - Developer designs/builds off-site improvements beyond what is required for their development by State Law/proportionality.
 - City waives all plan review fees and construction inspection fees.
 - Developer receives reimbursement when City collects impact fees from the properties adjacent to the improvements.

This is a concept provided by staff for discussion purposes only. Will require City Council feedback, and formal agreements prepared by the City Attorney.

Discussion Topics

- Development Timelines
 - When will each project (apartments and the next single-family phases) come online with residents?
 - This timing and # of units allows us to estimate traffic growth
- Partnership Interest?
 - Potential agreement to fund design/construction of a project
- Reasonable funding/budget for participation?
 - What is a reasonable amount of funding the development side would be open to putting toward a project?
- What is the primary project for us to focus on for funding/construction?
 - Connection of Leonard to the Collin County Outer Loop?

OVERALL SUMMARY

A. EXCAVATION	\$ 67,500.00
B. SANITARY SEWER SYSTEM	\$ 163,985.00
C. STORM SEWER SYSTEM	\$ 498,215.00
D. WATER DISTRIBUTION SYSTEM	\$ 337,160.00
E. STREET & ALLEY PAVING	\$ 1,669,186.00
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ 122,389.00
H. LANDSCAPING	\$ -
I. DEVELOPMENT FEES	\$ 481,992.00

SUB-TOTAL: \$3,340,427.00

10% CONTINGENCY: \$334,500.00

TOTAL CONSTRUCTION COSTS: \$ 3,674,927.00

GENERAL

- 1 This estimate of probable cost was prepared for the full right-of-way width of Leonard Avenue between East Foster Crossing Road and Collin County Outer Loop.
- 2 The tract is located within the City of Anna, within Anna ISD, and is generally described as being south of the East Foster Crossing Road and existing Leonard Avenue intersection.
- 3 This estimate assumes no improvements are needed to East Foster Crossing Road (CR 421) or Leonard Avenue north of CR 421.
- 4 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Anna.
- 5 This estimate assumes public infrastructure will be conveyed to and accepted by the City of Anna at project completion. Costs for future maintenance of infrastructure has not been considered.
- 6 This estimate is based on unit prices updated in July 2022.
- 7 This estimate was prepared with the benefit of geotechnical data provided in preliminary geotechnical report number 20513G by Henley Johnson & Associates dated March 17, 2020, for Leonard Avenue design with Anna Ranch Phase 1.
- 8 This estimate was prepared without the benefit of an environmental report.
- 9 This estimate was prepared utilizing topographic assumptions based on 2 ft LIDAR contours sourced from Vargis.
- 10 This estimate assumes 4% inspection fee for water, sewer, storm, and paving.
- 11 This estimate assumes Anna Ranch Phase 2 (including Leonard Avenue and East Foster Crossing Road) are existing.
- 12 This estimate was prepared without any discussions with TxDOT for improvements proposed on the Collin County Outer Loop.

GRADING

- 1 Unit prices do not reflect rock excavation.
- 2 This estimate assumes overall development site will balance cut, fill, and spoil material at project completion and does not consider costs for interim import or export of material off project.

SANITARY SEWER

- 1 This estimate assumes that the developed sewer basin is served by the City of Anna.
- 2 This estimate was produced without the benefit of a Sanitary Sewer Study for the site.
- 3 This estimate assumes no lift station is needed.
- 4 This estimate assumes sanitary sewer stub-outs to the townhome, multi-family, commercial, and industrial tracts.
- 5 This estimate assumes no connection to existing sanitary sewer line.
- 6 This estimate assumes a future connection to an existing 15" gravity line running along the western boundary of the industrial tract will be by others.
- 7 Sewer testing includes T.V. testing.

STORM DRAINAGE

- 1 This estimate was prepared with the benefit of a flood study.
- 2 This estimate assumes no FEMA 1% floodplain onsite.
- 3 This estimate assumes drop inlets sized for existing flows directed from offsite area to the west. The storm pipe connecting to the drop inlets were sized for future proposed flows of the townhome, multi-family, and commercial tracts.
- 4 This estimate assumes outfall structures to be cast-in-place.
- 5 This estimate assumes the future construction of a ±8 acres detention pond on the industrial tract by others. No detention is anticipated with this roadway project.
- 6 This estimate assumes the excavation of two grade-to-drain channels in the industrial tract to outfall into the future detention pond.
- 7 Additional grade-to-drain quantities may be required based on final design topography.
- 8 This estimate assumes a dry lane width requirement of 12 feet for the storm inlets along Leonard Avenue.
- 9 This estimate assumes an existing inlet adjustment along Collin County Outer Loop and includes the removal of existing inlet, construction of new inlet, length of proposed storm and disposal.

WATER

- 1 This estimate assumes that the tract is supplied water by the City of Anna.
- 2 This estimate assumes one waterline connection to the existing 12" water line within the portion of Leonard Avenue proposed in Anna Ranch Phase 2 construction plans. There is no waterline connection at the south end of the proposed 12" waterline.
- 3 This estimate assumes waterline stubs for the townhome, multi-family, commercial, and industrial tracts.
- 4 Water line includes all fittings, tees, crosses, etc.
- 5 Fire hydrant assembly includes all fittings, tees, and valves.
- 6 Assumes all waterlines are less than 10' deep.
- 7 This estimate was performed without the benefit of a water model.
- 8 This estimate does not include cost to remove and relocate existing waterlines.

PAVING

- 1 This estimate is based on the following street sections:
120' ROW: 2 x 25' B-B, 7" reinforced concrete with 6" lime subgrade (1" offset)
- 2 This estimate assumes 36 lbs per SY for lime quantity.
- 3 Estimate does not include median paving and/or pavers.
- 4 This estimate assumes three median breaks and six left turn lanes for the townhome (1), multi-family (1), industrial (2), and commercial (1) tracts and at the intersection of East Foster Crossing Road (1). Median breaks and turn lane spacing is based on the City of Anna design standards and are subject to change.
- 5 This estimate includes a TxDOT right and left turn lanes with traffic signalization at the intersection of Leonard Avenue and Collin County Outer Loop.
- 6 Barrier free ramps have been included based on standard placing practice of 4 ramps at a cross intersection and 2 ramps at a tee intersection. Additional ADA ramps may be required by jurisdictions during plan review. This estimate does not contemplate ADA destinations and assumes longitudinal roadway slopes of greater 2% or greater may be used in all residential intersections.
- 7 Additional pavement markings and traffic signs may also be required.

MISCELLANEOUS

- 1 Streetlights are spaced at a maximum of 200' along Leonard Avenue.
- 2 Allowance to relocate existing franchise lines are included.
- 3 Off-site easement and Right-of-Way acquisition is assumed not to be required for this project.
- 4 This estimate does not include USPS mailbox clusters.
- 5 This estimate assumes gas and electric franchise utilities will be provided at cost to the developer.
- 6 This estimate does not include plat recording fees.

LANDSCAPING

- 1 Hardscaping, landscaping, and irrigation costs are not included in this estimate.

DEVELOPMENT

- 1 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 2 The municipal and jurisdictional fees listed have been generated based on researched information published by the City of Anna. This estimate holds the following fee assumptions:

Applicable & Included	Potentially Applicable & Excluded	Not Applicable
City Inspection fees (Water, Sewer, Paving, Storm)	Engineering Plan review fees (other jurisdictions)	Zoning/Rezoning fee
Final Plat application fee (City)	Plat filing fees	TCEQ review fee
Engineering Plan review fees (City)	Tax Certificate fees	MUD Engineer review fees
	Impact fees, assessments, or credits	Park fees (City) – see notes
	Early Grading fees	Preliminary Plat fee

- 3 This estimate does not include Park Fees or similar City of Anna costs.
- 4 This estimate does not include fees for pro rata or face foot costs to connect to existing water or sewer infrastructure.
- 5 This estimate does not include FEMA application fees.
- 6 This estimate does not include costs for permitting and mitigating development within the limits of those jurisdictional features regulated by the USACE.
- 7 Professional fees for engineering and surveying are assumed as 10% of projected construction costs.
- 8 This estimate does not include professional fee assumptions to prepare a flood study or revise floodplain maps.
- 9 This estimate does not include professional fee assumptions for environmental reports, wetlands determination, and permitting of the removal and mitigation of jurisdictional features.
- 10 This estimate does not include professional fee assumptions for tree survey or tree mitigations.
- 11 Franchise costs to deliver gas and/or electricity are not included in this estimate.
- 12 This estimate does not include cost for the creation of a development agreement between the Owner/Developer and City of Anna for Leonard Avenue engineering and construction.

LEONARD AVENUE

DETAIL

LEONARD AVENUE - Master

Lots: 0 || Gross Acreage: 4.9 Acres || Streets: 1,785 LF

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
SITE PREPERATION	LS	\$25,000.00	1.	\$25,000.00
UNCLASSIFIED EXCAVATION	CY	\$3.50	10,000.	\$35,000.00
TRAFFIC CONTROL (EXCAVATION)	LS	\$7,500.00	1.	\$7,500.00
TOTAL EXCAVATION				\$ 67,500.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-26 PVC PIPE	LF	\$65.00	1,190.	\$77,350.00
10" SDR-26 PVC PIPE	LF	\$80.00	350.	\$28,000.00
12" SDR-26 PVC PIPE	LF	\$95.00	90.	\$8,550.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	4,770.	\$9,540.00
4' DIAMETER MANHOLE	EA	\$5,500.00	2.	\$11,000.00
5' DIAMETER MANHOLE	EA	\$6,900.00	1.	\$6,900.00
5' DIAMETER DROP MANHOLE	EA	\$8,100.00	1.	\$8,100.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	18.	\$2,970.00
2000 PSI CONCRETE ENCASEMENT	LF	\$40.00	100.	\$4,000.00
TRENCH SAFETY	LF	\$1.00	1,630.	\$1,630.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	1,630.	\$2,445.00
BONDS	PERCENT	2.0% \$	160,485.00	\$3,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 163,985.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$65.00	1,180.	\$76,700.00
21" RCP	LF	\$70.00	240.	\$16,800.00
42" RCP	LF	\$170.00	100.	\$17,000.00
48" RCP	LF	\$200.00	640.	\$128,000.00
4'x4' RCB	LF	\$235.00	80.	\$18,800.00
6'x4' RCB	LF	\$370.00	80.	\$29,600.00
10' INLET	EA	\$4,750.00	14.	\$66,500.00
4' x 4' "Y" INLET	EA	\$4,000.00	3.	\$12,000.00
INLET PROTECTION	EA	\$250.00	17.	\$4,250.00
6' STORM SEWER MANHOLE	EA	\$16,000.00	2.	\$32,000.00
MANHOLE RISER	EA	\$1,500.00	2.	\$3,000.00
18" HEADWALL	EA	\$2,300.00	2.	\$4,600.00
4'x4' HEADWALL	EA	\$10,000.00	1.	\$10,000.00
6'x4' HEADWALL	EA	\$6,000.00	1.	\$6,000.00
12" ROCK RIPRAP	SY	\$75.00	95.	\$7,125.00
GRADE TO DRAIN	CY	\$15.00	1,568.	\$23,520.00
EXISTING INLET ADJUSTMENT (COLLIN COUNTY OUTER LOOP)	LS	\$20,000.00	1.	\$20,000.00
TRAFFIC CONTROL (UTILITIES)	LS	\$10,000.00	1.	\$10,000.00
TRENCH SAFETY	LF	\$1.00	2,320.	\$2,320.00
BONDS	PERCENT	2.0% \$	488,215.00	\$10,000.00
TOTAL STORM SEWER SYSTEM				\$ 498,215.00

OPINION OF PROBABLE COST Leonard Avenue

PATH. S:\NTX-LAND\0020\400 LAND\405 Cost Estimate\2022-07_Leonard Avenue\405.3 MS Office\Leonard Avenue_CostEstimate Excel.xlsxm

OPC Date: July 15, 2022
Sheet 4 of 6

LEONARD AVENUE**DETAIL**

LEONARD AVENUE - Master

Lots: 0 || Gross Acreage: 4.9 Acres || Streets: 1,785 LF

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$65.00	540.	\$35,100.00
12" PVC WATERLINE	LF	\$90.00	1,940.	\$174,600.00
8" GATE VALVE & BOX	EA	\$2,200.00	6.	\$13,200.00
12" GATE VALVE & BOX	EA	\$2,310.00	10.	\$23,100.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	1.	\$1,000.00
FIRE HYDRANT ASSEMBLY	EA	\$7,000.00	7.	\$49,000.00
2" AIR RELEASE VALVE	EA	\$10,000.00	2.	\$20,000.00
2" IRRIGATION SERVICE	EA	\$2,300.00	4.	\$9,200.00
TRENCH SAFETY - WATER	LF	\$0.50	2,480.	\$1,240.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	2,480.	\$3,720.00
BONDS	PERCENT	2.0% \$	330,160.00	\$7,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 337,160.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
7" REINF. CONCRETE STREET PAVEMENT	SY	\$48.00	11,920.	\$572,160.00
6" SUBGRADE PREPARATION	SY	\$5.00	12,680.	\$63,400.00
HYDRATED LIME	TON	\$185.00	231.	\$42,735.00
5' CONCRETE SIDEWALK	LF	\$35.00	1,785.	\$62,475.00
8' CONCRETE SIDEWALK	LF	\$56.00	1,785.	\$99,960.00
BARRIER FREE RAMPS	EA	\$2,000.00	2.	\$4,000.00
SAWCUT & REMOVE EXISTING CURB	LF	\$18.00	240.	\$4,320.00
STRIPING (LEONARD AVENUE)	LF	\$4.80	3,570.	\$17,136.00
TXDOT DECEL LANE (LEFT LANE)	LS	\$300,000.00	1.	\$300,000.00
TXDOT DECEL LANE (RIGHT LANE)	LS	\$200,000.00	1.	\$200,000.00
TRAFFIC SIGNALIZATION (COLLIN COUNTY OUTER LOOP)	LS	\$250,000.00	1.	\$250,000.00
TRAFFIC CONTROL (PAVING)	LS	\$20,000.00	1.	\$20,000.00
BONDS	PERCENT	2.0% \$	1,636,186.00	\$33,000.00
TOTAL STREET & ALLEY PAVING				\$ 1,669,186.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EROSION CONTROL				
SILT FENCE	LF	\$1.90	4,220.	\$8,018.00
CURLEX	LF	\$1.10	6,880.	\$7,568.00
CONSTRUCTION ENTRANCE	EA	\$3,000.00	2.	\$6,000.00
EROSION BLANKET	SY	\$1.70	11,290.	\$19,193.00
ROCK CHECK DAM	EA	\$2,000.00	2.	\$4,000.00
STREET LIGHTS				
STREET LIGHT	EA	\$5,000.00	9.	\$45,000.00
4" ELECTRIC CONDUIT	LF	\$12.00	1,260.	\$15,120.00
2 - 4" PVC CONDUIT (FRANCHISE)	LF	\$25.00	480.	\$12,000.00
BONDS	PERCENT	2.0% \$	72,120.00	\$1,500.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	2.	\$490.00
STOP SIGNS/STREET SIGNS	EA	\$600.00	5.	\$3,000.00
BONDS	PERCENT	2.0% \$	3,490.00	\$500.00
TOTAL MISCELLANEOUS ITEMS				\$ 122,389.00

H. LANDSCAPING

None -- See notes for additional information

OPINION OF PROBABLE COST Leonard Avenue

PATH. S:\NTX-LAND\0020\400 LAND\405 Cost Estimate\2022-07_Leonard Avenue\405.3 MS Office\Leonard Avenue_CostEstimate Excel.xlsx

OPC Date: July 15, 2022
Sheet 5 of 6

LEONARD AVENUE

DETAIL

LEONARD AVENUE - Master

Lots: 0 || Gross Acreage: 4.9 Acres || Streets: 1,785 LF

I. DEVELOPMENT FEES

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION & TESTING FEE	PERCENT	4.0% \$	337,160.00	\$13,500.00
SEWER INSPECTION & TESTING FEE	PERCENT	4.0% \$	163,985.00	\$7,000.00
PAVING INSPECTION & TESTING FEE	PERCENT	4.0% \$	1,669,186.00	\$67,000.00
DRAINAGE INSPECTION & TESTING FEE	PERCENT	4.0% \$	498,215.00	\$20,000.00
FINAL PLAT APPLICATION FEE	LS	\$500.00	1.	\$500.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$492.00	1.	\$492.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	2,858,435.00	\$286,000.00
GEOTECH REPORT	LS	\$10,000.00	1.	\$10,000.00
GEOTECH TESTING (A-E)	PERCENT	1.0% \$	2,736,046.00	\$27,500.00
FRANCHISE FEES				
FRANCHISE RELOCATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
TOTAL DEVELOPMENT FEES				\$ 481,992.00

SUMMARY

A. EXCAVATION	\$	67,500.00
B. SANITARY SEWER SYSTEM	\$	163,985.00
C. STORM SEWER SYSTEM	\$	498,215.00
D. WATER DISTRIBUTION SYSTEM	\$	337,160.00
E. STREET & ALLEY PAVING	\$	1,669,186.00
F. RETAINING WALLS	\$	-
G. MISCELLANEOUS ITEMS	\$	122,389.00
H. LANDSCAPING	\$	-
I. DEVELOPMENT FEES	\$	481,992.00
SUB-TOTAL:		\$3,340,427.00
OVERALL CONTINGENCIES:		10% \$334,500.00
TOTAL CONSTRUCTION COSTS:		\$3,674,927.00

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT WITH HARLAN PROPERTIES, INCORPORATED FOR THE DESIGN OF LEONARD AVENUE FROM FOSTER CROSSING ROAD TO THE COLLIN COUNTY OUTER LOOP IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Leonard Avenue is shown in the Master Thoroughfare Plan for the City of Anna, Texas as a major arterial; and,

WHEREAS, the City has identified the design of Leonard Avenue from Foster Crossing Road to the Collin County Outer Loop as a critical infrastructure project for the City; and,

WHEREAS, Harlan Properties, Incorporated agrees to provide the engineering design for the project, subject to Roadway Impact Fee reimbursement from the City of Anna; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute the Roadway Impact Fee Reimbursement Agreement and fund the project in an amount not to exceed \$323,500.

That funding for the project shall come from Roadway Impact Fees.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

(see Roadway Impact Fee Reimbursement Agreement)

ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT FOR THE EXTENSION OF LEONARD AVENUE

This Impact Fee Reimbursement Agreement (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and Harlan Properties, Inc., a Texas Corporation (the "Developer").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof; and

WHEREAS, Developer desires to develop certain real property in Collin County, Texas, composed of approximately 161.244 acres of land out of a 205 acre tract located entirely within the corporate limits of the City of Anna, more particularly described in the attached Exhibit A (the "Property"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

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 Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

City Approval Date has the meaning ascribed to that term in Section 3(a).

City Code means the Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Collected Roadway Impact Fees shall have the meaning ascribed to that term in Section 4(b)(1).

Developer's Design Cost, with respect to the Roadway Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and land surveying of the Roadway Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit C. City inspection fees shall not be included in Developer's Design Cost.

Final Reimbursement Amount, with respect to the Roadway Project, means a dollar amount equal to Developer's Design Cost.

Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

Roadway Improvements means right of way preparation, paving excavation, construction of concrete paving, storm drainage, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system for the Roadway Project.

Roadway Project means the design of Leonard Avenue Roadway Improvements generally described, without limitation, as the design of a 4-lane divided roadway complete with an underground drainage system and associated public water and sanitary sewer improvements which are located within the road corridor and generally depicted in Exhibit B, attached hereto, and in accordance with construction plan(s) approved by the City.

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once Developer fully completes the Roadway Project, and before the City has approved the Roadway Project construction plans after review, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Design Cost. The City Manager shall review the documentation provided and shall approve or deny Developer's Design Cost within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably withheld). If the City Manager takes no action within such fifteen (15) day period, the documentation and Developer's Design Cost shall be deemed approved. Upon approval (or deemed approval) of Developer's Design Cost, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Project (referred to as the "City Acceptance Date").
- (b) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.
- (c) Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when the Roadway Project is under design: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement,

with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Roadway Project design contracts, whether by Developer, a contractor, subcontractor, engineer, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of design contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

- (d) Indemnification and Hold Harmless. DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENCE OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN OF THE ROADWAY PROJECT, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. IF THE ROADWAY PROJECT IS CONSTRUCTED BY DEVELOPER AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN OF THE ROADWAY PROJECT BY DEVELOPER AND THE SUBJECT OF THIS AGREEMENT, NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE,

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL ONLY APPLY TO DEVELOPER IF DEVELOPER CONSTRUCTS THE ROADWAY PROJECT.

SECTION 4 ROADWAY PROJECT

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to design the Roadway Improvements. Developer agrees to commence design within 60 days of execution of this agreement.

(b) City Obligations

(1) In accordance with City Regulations and state law, the City shall provide the Roadway Impact Fee Reimbursement to Developer in an amount not to exceed \$323,500.00 until the Final Reimbursement Amount for engineering design has been paid in full. The City is allowed to utilize Collected Roadway Impact Fees from the future development of the Property to fully refund the City the cost of the Roadway Design Project when the property develops.

(2) Notwithstanding Section 4(b)(1) above, the Reimbursement authorized by this Agreement shall expire on December 31 in the tenth year after the City Approval Date.

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

(a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.

(b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 8 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City: City of Anna
 Attn: City Manager
 P.O. Box 776
 111 N. Powell Parkway
 Anna, TX 75409

If to Developer: Harlan Properties, Inc.
 Attn: Suresh Shridharani
 2404 Texas Drive, Ste 103
 Irving, TX 75062

- (c) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (d) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (e) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

- (f) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (g) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (h) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (i) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (j) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (k) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (l) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.

[SIGNATURE PAGES FOLLOW,
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Harlan Properties, Inc.,
a Texas limited partnership

By: Harlan Properties, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Suresh Shridharani
Title: Authorized Signer

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____, 2022, personally appeared Adam J. Buczek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Authorized Signer of Anna Crossing 40PGE GP Corporation, a Texas corporation, the general partner of Harlan Properties, Inc., a Texas limited partnership.

Notary Public, State of Texas

(SEAL)

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2022, personally 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

(SEAL)

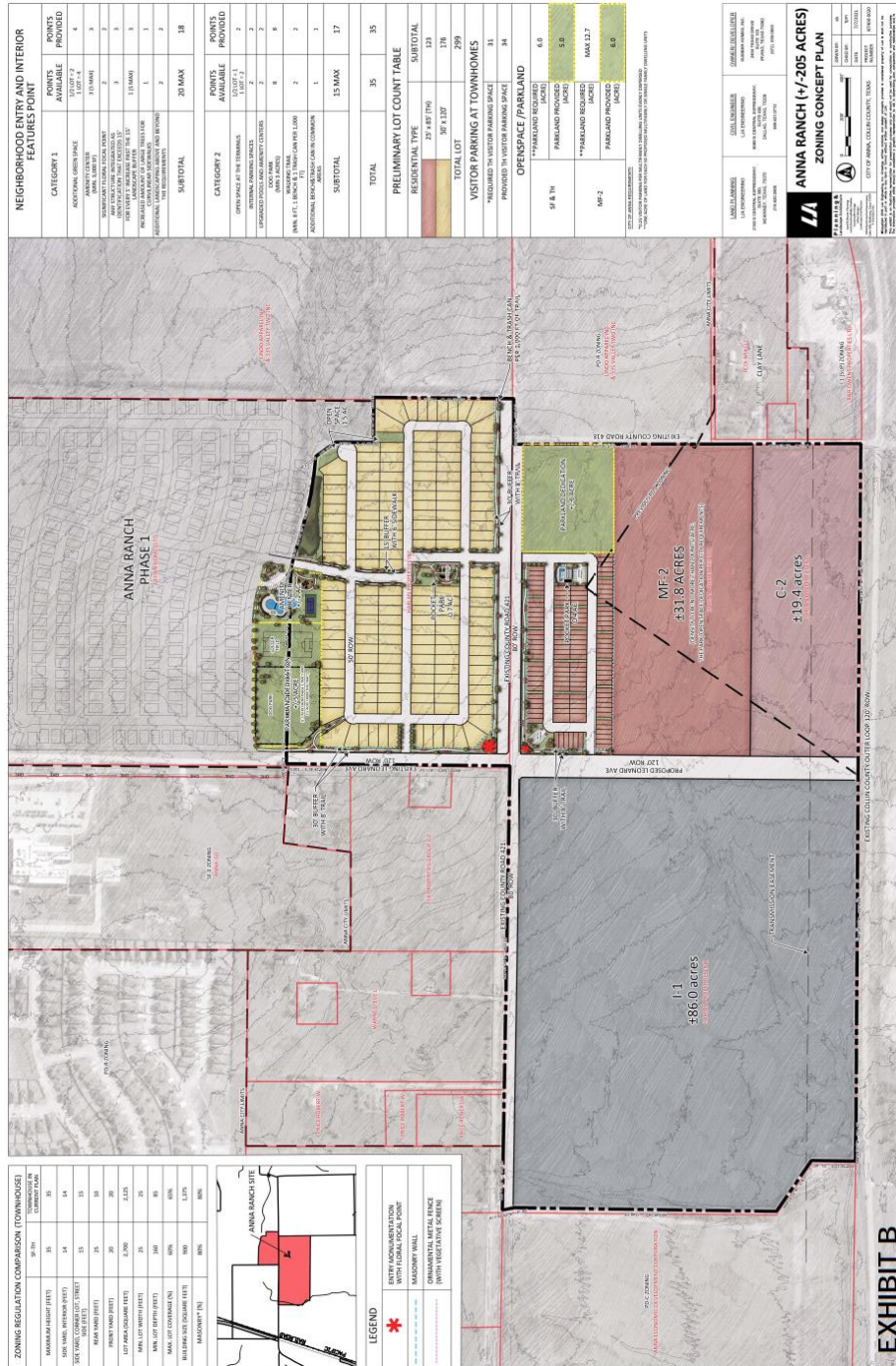
ATTACHMENTS

Exhibit A - The Property (legal description and drawing)

Exhibit B - Roadway Project

Exhibit C – Cost Estimate (including design and construction)

The Property



ZONING DESCRIPTION
205.450 ACRES

BEING A 205.450 ACRE TRACT OF LAND SITUATED IN THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798 AND THE DAVID E.W. BABB SURVEY ABSTRACT NO. 33, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 360.545 ACRE TRACT OF LAND, CONVEYED TO HARLAN PROPERTIES, INC. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20121228001650300 OFFICIAL PUBLIC RECORDS, COLLIN, TEXAS, SAID 205.450 ACRE TRACT, WITH BEARING BASIS BEING THE MONUMENTED NORTH LINE OF SAID 360.545 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF A 69.551 ACRE TRACT OF LAND CONVEYED TO GEHAN HOMES, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20201012001765080, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE EAST LINE OF SAID 360.545 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 360.545 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 711.12 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 52 MINUTES 49 SECONDS WEST, A DISTANCE OF 233.51 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 1038.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, A DISTANCE OF 742.74 FEET TO A "X" CUT IN CONCRETE FOUND FOR CORNER ON THE NORTH LINE OF THE COLLIN COUNTY TOLL ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE SOUTH LINE OF SAID 360.545 ACRE TRACT AND THE NORTH LINE OF SAID COLLIN COUNTY TOLL ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 28 MINUTES 57 SECONDS WEST, A DISTANCE OF 1380.35 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 39 MINUTES 07 SECONDS WEST, A DISTANCE OF 2076.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 224.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF AN 85.571 ACRE TRACT OF LAND CONVEYED BY DEED TO ANNA ECONOMIC DEVELOPMENT CORPORATION RECORDED IN COUNTY CLERK'S FILE NO. 2017013000004800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 360.545 ACRE TRACT AND ALONG THE EAST LINE OF SAID 85.571 ACRES, THE FOLLOWING COURSES AND DISTANCES:

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NORTH 00 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 224.40 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 316.51 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 1346.23 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 61.85 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 85.271 ACRE TRACT AND BEING ON THE NORTH LINE OF SAID 360.545 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 346.26 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES 01 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 1933.03 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 00 DEGREES 31 MINUTES 59 SECONDS EAST, ALONG THE WEST LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 811.24 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 00 DEGREES 29 MINUTES 40 SECONDS EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 330.28 FEET TO AN "X" CUT IN CONCRETE FOR THE SOUTHWEST CORNER OF AFORESAID 69.511 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 360.545 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 69.511 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER;

SOUTH 88 DEGREES 37 MINUTES 13 SECONDS EAST, A DISTANCE OF 931.67 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 60.15 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 162.66 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 06 MINUTES 42 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 58.47 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 18.21 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 127.76 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 192.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 230.49 FEET THE **POINT OF BEGINNING** AND CONTAINING 205.450 ACRES LAND, MORE OR LESS.

Michael J. Baitup

Michael J. Baitup, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4574
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

July 6, 2021



TBPLS Firm No. 10194465

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EXHIBIT B

The Road Project

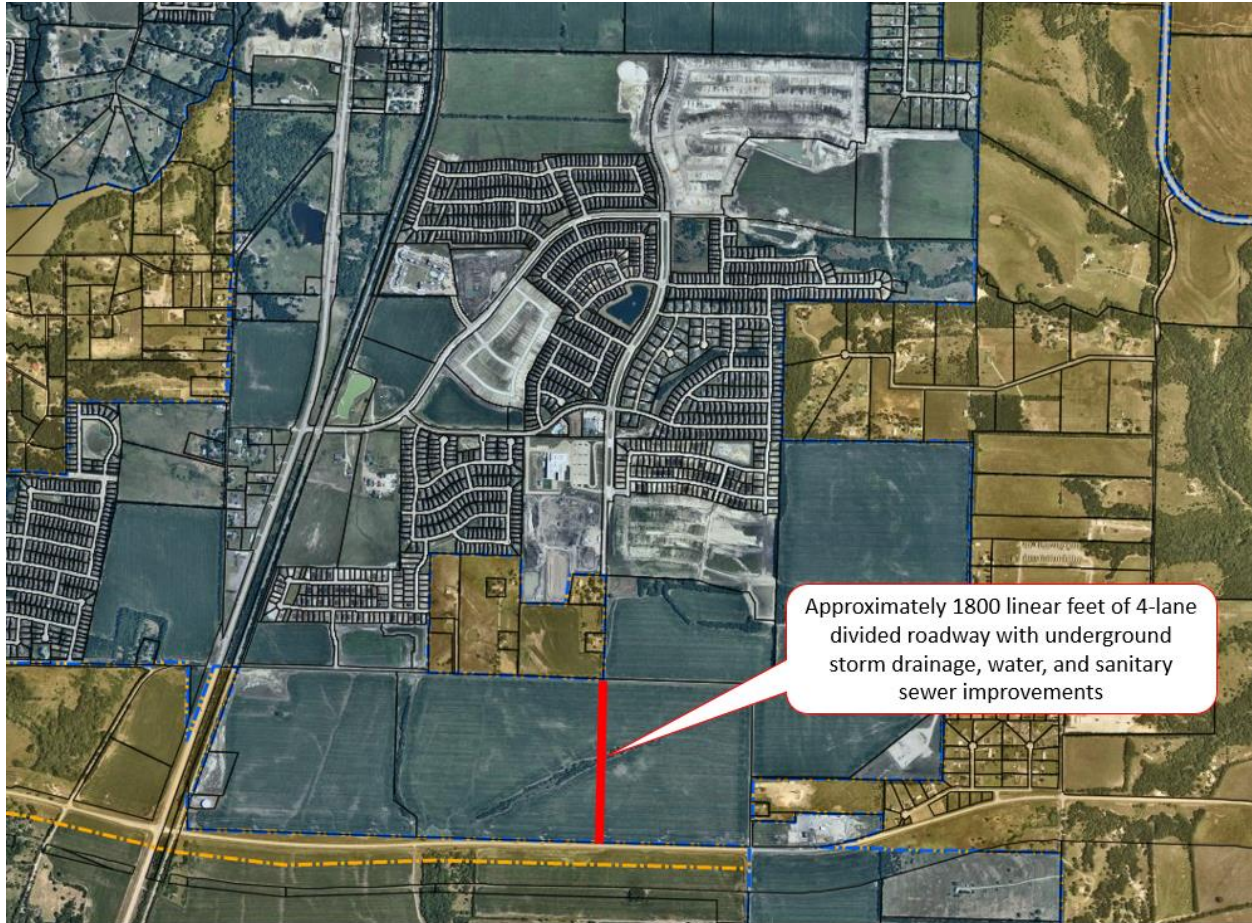


EXHIBIT C

Breakdown of Costs¹

LEONARD AVENUE

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 67,500.00
B. SANITARY SEWER SYSTEM	\$ 163,985.00
C. STORM SEWER SYSTEM	\$ 498,215.00
D. WATER DISTRIBUTION SYSTEM	\$ 337,160.00
E. STREET & ALLEY PAVING	\$ 1,669,186.00
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ 122,389.00
H. LANDSCAPING	\$ -
I. DEVELOPMENT FEES	\$ 481,992.00
SUB-TOTAL:	
	\$3,340,427.00
10% CONTINGENCY:	
	\$334,500.00
TOTAL CONSTRUCTION COSTS:	\$ 3,674,927.00

OPINION OF PROBABLE COST Leonard Avenue

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OPC Date: July 15, 2022
Sheet 1 of 6



¹ Note, costs are an estimate only and the final construction costs are subject to change. The estimated costs herein shall in no manner limit the eligible reimbursement.

LEONARD AVENUE

NOTES

GENERAL

- 1 This estimate of probable cost was prepared for the full right-of-way width of Leonard Avenue between East Foster Crossing Road and Collin County Outer Loop.
- 2 The tract is located within the City of Anna, within Anna ISD, and is generally described as being south of the East Foster Crossing Road and existing Leonard Avenue intersection.
- 3 This estimate assumes no improvements are needed to East Foster Crossing Road (CR 421) or Leonard Avenue north of CR 421.
- 4 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Anna.
- 5 This estimate assumes public infrastructure will be conveyed to and accepted by the City of Anna at project completion. Costs for future maintenance of infrastructure has not been considered.
- 6 This estimate is based on unit prices updated in July 2022.
- 7 This estimate was prepared with the benefit of geotechnical data provided in preliminary geotechnical report number 20513G by Henley Johnson & Associates dated March 17, 2020, for Leonard Avenue design with Anna Ranch Phase 1.
- 8 This estimate was prepared without the benefit of an environmental report.
- 9 This estimate was prepared utilizing topographic assumptions based on 2 ft LIDAR contours sourced from Vargis.
- 10 This estimate assumes 4% inspection fee for water, sewer, storm, and paving.
- 11 This estimate assumes Anna Ranch Phase 2 (including Leonard Avenue and East Foster Crossing Road) are existing.
- 12 This estimate was prepared without any discussions with TxDOT for improvements proposed on the Collin County Outer Loop.

GRADING

- 1 Unit prices do not reflect rock excavation.
- 2 This estimate assumes overall development site will balance cut, fill, and spoil material at project completion and does not consider costs for interim import or export of material off project.

SANITARY SEWER

- 1 This estimate assumes that the developed sewer basin is served by the City of Anna.
- 2 This estimate was produced without the benefit of a Sanitary Sewer Study for the site.
- 3 This estimate assumes no lift station is needed.
- 4 This estimate assumes sanitary sewer stub-outs to the townhome, multi-family, commercial, and industrial tracts.
- 5 This estimate assumes no connection to existing sanitary sewer line.
- 6 This estimate assumes a future connection to an existing 15" gravity line running along the western boundary of the industrial tract will be by others.
- 7 Sewer testing includes T.V. testing.

STORM DRAINAGE

- 1 This estimate was prepared with the benefit of a flood study.
- 2 This estimate assumes no FEMA 1% floodplain onsite.
- 3 This estimate assumes drop inlets sized for existing flows directed from offsite area to the west. The storm pipe connecting to the drop inlets were sized for future proposed flows of the townhome, multi-family, and commercial tracts.
- 4 This estimate assumes outfall structures to be cast-in-place.
- 5 This estimate assumes the future construction of a ± 8 acres detention pond on the industrial tract by others. No detention is anticipated with this roadway project.
- 6 This estimate assumes the excavation of two grade-to-drain channels in the industrial tract to outfall into the future detention pond.
- 7 Additional grade-to-drain quantities may be required based on final design topography.
- 8 This estimate assumes a dry lane width requirement of 12 feet for the storm inlets along Leonard Avenue.
- 9 This estimate assumes an existing inlet adjustment along Collin County Outer Loop and includes the removal of existing inlet, construction of new inlet, length of proposed storm and disposal.

WATER

- 1 This estimate assumes that the tract is supplied water by the City of Anna.
- 2 This estimate assumes one waterline connection to the existing 12" water line within the portion of Leonard Avenue proposed in Anna Ranch Phase 2 construction plans. There is no waterline connection at the south end of the proposed 12" waterline.
- 3 This estimate assumes waterline stubs for the townhome, multi-family, commercial, and industrial tracts.
- 4 Water line includes all fittings, tees, crosses, etc.
- 5 Fire hydrant assembly includes all fittings, tees, and valves.
- 6 Assumes all waterlines are less than 10' deep.
- 7 This estimate was performed without the benefit of a water model.
- 8 This estimate does not include cost to remove and relocate existing waterlines.

OPINION OF PROBABLE COST - LEONARD AVENUE

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OPC Date: July 15, 2022
Sheet 2 of 6



PAVING

- 1 This estimate is based on the following street sections:
120' ROW: 2 x 25' B-B, 7" reinforced concrete with 6" lime subgrade (1" offset)
- 2 This estimate assumes 36 lbs per SY for lime quantity.
- 3 Estimate does not include median paving and/or pavers.
- 4 This estimate assumes three median breaks and six left turn lanes for the townhome (1), multi-family (1), industrial (2), and commercial (1) tracts and at the intersection of East Foster Crossing Road (1). Median breaks and turn lane spacing is based on the City of Anna design standards and are subject to change.
- 5 This estimate includes a TxDOT right and left turn lanes with traffic signalization at the intersection of Leonard Avenue and Collin County Outer Loop.
- 6 Barrier free ramps have been included based on standard placing practice of 4 ramps at a cross intersection and 2 ramps at a tee intersection. Additional ADA ramps may be required by jurisdictions during plan review. This estimate does not contemplate ADA destinations and assumes longitudinal roadway slopes of greater 2% or greater may be used in all residential intersections.
- 7 Additional pavement markings and traffic signs may also be required.

MISCELLANEOUS

- 1 Streetlights are spaced at a maximum of 200' along Leonard Avenue.
- 2 Allowance to relocate existing franchise lines are included.
- 3 Off-site easement and Right-of-Way acquisition is assumed not to be required for this project.
- 4 This estimate does not include USPS mailbox clusters.
- 5 This estimate assumes gas and electric franchise utilities will be provided at cost to the developer.
- 6 This estimate does not include plat recording fees.

LANDSCAPING

- 1 Hardscaping, landscaping, and irrigation costs are not included in this estimate.

DEVELOPMENT

- 1 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 2 The municipal and jurisdictional fees listed have been generated based on researched information published by the City of Anna. This estimate holds the following fee assumptions:

Applicable & Included	Potentially Applicable & Excluded	Not Applicable
City Inspection fees (Water, Sewer, Paving, Storm)	Engineering Plan review fees (other jurisdictions)	Zoning/Rezoning fee
Final Plat application fee (City)	Plat filing fees	TCEQ review fee
Engineering Plan review fees (City)	Tax Certificate fees	MUD Engineer review fees
	Impact fees, assessments, or credits	Park fees (City) – see notes
	Early Grading fees	Preliminary Plat fee

- 3 This estimate does not include Park Fees or similar City of Anna costs.
- 4 This estimate does not include fees for pro rata or face foot costs to connect to existing water or sewer infrastructure.
- 5 This estimate does not include FEMA application fees.
- 6 This estimate does not include costs for permitting and mitigating development within the limits of those jurisdictional features regulated by the USACE.
- 7 Professional fees for engineering and surveying are assumed as 10% of projected construction costs.
- 8 This estimate does not include professional fee assumptions to prepare a flood study or revise floodplain maps.
- 9 This estimate does not include professional fee assumptions for environmental reports, wetlands determination, and permitting of the removal and mitigation of jurisdictional features.
- 10 This estimate does not include professional fee assumptions for tree survey or tree mitigations.
- 11 Franchise costs to deliver gas and/or electricity are not included in this estimate.
- 12 This estimate does not include cost for the creation of a development agreement between the Owner/Developer and City of Anna for Leonard Avenue engineering and construction.

OPINION OF PROBABLE COST - LEONARD AVENUE

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OPC Date: July 15, 2022
Sheet 3 of 6



LEONARD AVENUE

LEONARD AVENUE - Master

Lots: 0 || Gross Acreage: 4.9 Acres || Streets: 1,785 LF

DETAIL**A. EXCAVATION**

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
IN PHASE				
SITE PREPERATION	LS	\$25,000.00	1.	\$25,000.00
UNCLASSIFIED EXCAVATION	CY	\$3.50	10,000.	\$35,000.00
TRAFFIC CONTROL (EXCAVATION)	LS	\$7,500.00	1.	\$7,500.00
TOTAL EXCAVATION				\$ 67,500.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-26 PVC PIPE	LF	\$65.00	1,190.	\$77,350.00
10" SDR-26 PVC PIPE	LF	\$80.00	350.	\$28,000.00
12" SDR-26 PVC PIPE	LF	\$95.00	90.	\$8,550.00
ADDITIONAL SAN. DEPTH. (1' PER VF)	VF	\$2.00	4,770.	\$9,540.00
4' DIAMETER MANHOLE	EA	\$5,500.00	2.	\$11,000.00
5' DIAMETER MANHOLE	EA	\$6,900.00	1.	\$6,900.00
5' DIAMETER DROP MANHOLE	EA	\$8,100.00	1.	\$8,100.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$165.00	18.	\$2,970.00
2000 PSI CONCRETE ENCASEMENT	LF	\$40.00	100.	\$4,000.00
TRENCH SAFETY	LF	\$1.00	1,630.	\$1,630.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	1,630.	\$2,445.00
BONDS	PERCENT	2.0% \$	160,485.00	\$3,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 163,985.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$65.00	1,180.	\$76,700.00
21" RCP	LF	\$70.00	240.	\$16,800.00
42" RCP	LF	\$170.00	100.	\$17,000.00
48" RCP	LF	\$200.00	640.	\$128,000.00
4'x4' RCB	LF	\$235.00	80.	\$18,800.00
6'x4' RCB	LF	\$370.00	80.	\$29,600.00
10' INLET	EA	\$4,750.00	14.	\$66,500.00
4' x 4' "Y" INLET	EA	\$4,000.00	3.	\$12,000.00
INLET PROTECTION	EA	\$250.00	17.	\$4,250.00
6' STORM SEWER MANHOLE	EA	\$16,000.00	2.	\$32,000.00
MANHOLE RISER	EA	\$1,500.00	2.	\$3,000.00
18" HEADWALL	EA	\$2,300.00	2.	\$4,600.00
4'x4' HEADWALL	EA	\$10,000.00	1.	\$10,000.00
6'x4' HEADWALL	EA	\$6,000.00	1.	\$6,000.00
12" ROCK RIPRAP	SY	\$75.00	95.	\$7,125.00
GRADE TO DRAIN	CY	\$15.00	1,568.	\$23,520.00
EXISTING INLET ADJUSTMENT (COLLIN COUNTY OUTER LOOP)	LS	\$20,000.00	1.	\$20,000.00
TRAFFIC CONTROL (UTILITIES)	LS	\$10,000.00	1.	\$10,000.00
TRENCH SAFETY	LF	\$1.00	2,320.	\$2,320.00
BONDS	PERCENT	2.0% \$	488,215.00	\$10,000.00
TOTAL STORM SEWER SYSTEM				\$ 498,215.00

OPINION OF PROBABLE COST Leonard Avenue

PATH: S:\NTX-LAND\0020\400 LAND\405 Cost Estimate\2022-07_Leonard Avenue\405.3 MS Office\Leonard Avenue_CostEstimate Excel\lsm

OPC Date: July 15, 2022
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LEONARD AVENUE**DETAIL**

LEONARD AVENUE - Master

Lots: 0 || Gross Acreage: 4.9 Acres || Streets: 1,785 LF

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" PVC WATERLINE	LF	\$65.00	540.	\$35,100.00
12" PVC WATERLINE	LF	\$90.00	1,940.	\$174,600.00
8" GATE VALVE & BOX	EA	\$2,200.00	6.	\$13,200.00
12" GATE VALVE & BOX	EA	\$2,310.00	10.	\$23,100.00
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	1.	\$1,000.00
FIRE HYDRANT ASSEMBLY	EA	\$7,000.00	7.	\$49,000.00
2" AIR RELEASE VALVE	EA	\$10,000.00	2.	\$20,000.00
2" IRRIGATION SERVICE	EA	\$2,300.00	4.	\$9,200.00
TRENCH SAFETY - WATER	LF	\$0.50	2,480.	\$1,240.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	2,480.	\$3,720.00
BONDS	PERCENT	2.0%	\$ 330,160.00	\$7,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 337,160.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
7" REINF. CONCRETE STREET PAVEMENT	SY	\$48.00	11,920.	\$572,160.00
6" SUBGRADE PREPARATION	SY	\$5.00	12,680.	\$63,400.00
HYDRATED LIME	TON	\$185.00	231.	\$42,735.00
5' CONCRETE SIDEWALK	LF	\$35.00	1,785.	\$62,475.00
8' CONCRETE SIDEWALK	LF	\$56.00	1,785.	\$99,960.00
BARRIER FREE RAMPS	EA	\$2,000.00	2.	\$4,000.00
SAWCUT & REMOVE EXISTING CURB	LF	\$18.00	240.	\$4,320.00
STRIPING (LEONARD AVENUE)	LF	\$4.80	3,570.	\$17,136.00
TXDOT DECEL LANE (LEFT LANE)	LS	\$300,000.00	1.	\$300,000.00
TXDOT DECEL LANE (RIGHT LANE)	LS	\$200,000.00	1.	\$200,000.00
TRAFFIC SIGNALIZATION (COLLIN COUNTY OUTER LOOP)	LS	\$250,000.00	1.	\$250,000.00
TRAFFIC CONTROL (PAVING)	LS	\$20,000.00	1.	\$20,000.00
BONDS	PERCENT	2.0%	\$ 1,636,186.00	\$33,000.00
TOTAL STREET & ALLEY PAVING				\$ 1,669,186.00

F. RETAINING WALLS

None -- See notes for additional information

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
EROSION CONTROL				
SILT FENCE	LF	\$1.90	4,220.	\$8,018.00
CURLEX	LF	\$1.10	6,880.	\$7,568.00
CONSTRUCTION ENTRANCE	EA	\$3,000.00	2.	\$6,000.00
EROSION BLANKET	SY	\$1.70	11,290.	\$19,193.00
ROCK CHECK DAM	EA	\$2,000.00	2.	\$4,000.00
STREET LIGHTS				
STREET LIGHT	EA	\$5,000.00	9.	\$45,000.00
4" ELECTRIC CONDUIT	LF	\$12.00	1,260.	\$15,120.00
2 - 4" PVC CONDUIT (FRANCHISE)	LF	\$25.00	480.	\$12,000.00
BONDS	PERCENT	2.0%	\$ 72,120.00	\$1,500.00
STREET SIGNS				
STREET NAME BLADES	EA	\$245.00	2.	\$490.00
STOP SIGNS/STREET SIGNS	EA	\$600.00	5.	\$3,000.00
BONDS	PERCENT	2.0%	\$ 3,490.00	\$500.00
TOTAL MISCELLANEOUS ITEMS				\$ 122,389.00

H. LANDSCAPING

None -- See notes for additional information

OPINION OF PROBABLE COST Leonard Avenue

PATH: S:\NTX-LAND\0020\400 LAND\405 Cost Estimate\2022-07_Leonard Avenue\405.3 MS Office\Leonard Avenue_CostEstimate Excel.xlsx

OPC Date: July 15, 2022
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LEONARD AVENUE

LEONARD AVENUE - Master

Lots: 0 || Gross Acreage: 4.9 Acres || Streets: 1,785 LF

DETAIL**I. DEVELOPMENT FEES**

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
WATER INSPECTION & TESTING FEE	PERCENT	4.0% \$	337,160.00	\$13,500.00
SEWER INSPECTION & TESTING FEE	PERCENT	4.0% \$	163,985.00	\$7,000.00
PAVING INSPECTION & TESTING FEE	PERCENT	4.0% \$	1,669,186.00	\$67,000.00
DRAINAGE INSPECTION & TESTING FEE	PERCENT	4.0% \$	498,215.00	\$20,000.00
FINAL PLAT APPLICATION FEE	LS	\$500.00	1.	\$500.00
ENGINEERING CIVIL PLAN REVIEW FEE	LS	\$492.00	1.	\$492.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0% \$	2,858,435.00	\$286,000.00
GEOTECH REPORT	LS	\$10,000.00	1.	\$10,000.00
GEOTECH TESTING (A-E)	PERCENT	1.0% \$	2,736,046.00	\$27,500.00
FRANCHISE FEES				
FRANCHISE RELOCATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
TOTAL DEVELOPMENT FEES				\$ 481,992.00

SUMMARY

A. EXCAVATION	\$	67,500.00
B. SANITARY SEWER SYSTEM	\$	163,985.00
C. STORM SEWER SYSTEM	\$	498,215.00
D. WATER DISTRIBUTION SYSTEM	\$	337,160.00
E. STREET & ALLEY PAVING	\$	1,669,186.00
F. RETAINING WALLS	\$	-
G. MISCELLANEOUS ITEMS	\$	122,389.00
H. LANDSCAPING	\$	-
I. DEVELOPMENT FEES	\$	481,992.00
SUB-TOTAL:		\$3,340,427.00
OVERALL CONTINGENCIES:	10%	\$334,500.00
TOTAL CONSTRUCTION COSTS:		\$3,674,927.00

OPINION OF PROBABLE COST Leonard Avenue

PATH: S:\NTX-LAND\0020\400 LAND\405 Cost Estimate\2022-07_Leonard Avenue\405.3 MS Office\Leonard Avenue_CostEstimate Excel\slm

OPC Date: July 15, 2022
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Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Act on an Ordinance changing the name of Throckmorton Boulevard. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna Master Thoroughfare Plan includes Throckmorton Boulevard as a Major Collector Road which parallels US 75 from the northern City limit to Taylor Boulevard. There is a concern that this street name will be confusing when businesses and facilities are addressed off of it due to there begin a Throckmorton Road in Melissa, Texas which has a major exit and overpass on US 75, must south of Anna. The two streets do not intersect or connect to each other, making it likely that future motorists will be confused and unable to get to their desired location in Anna.

Staff is recommending that the City Council of the City of Anna re-name Throckmorton Boulevard within the corporate limits of the City of Anna in order to ensure the traveling public are not confused in regards to the address and location of businesses and properties located along Throckmorton Boulevard in Anna, Texas.

The Street Naming Policy (also on this agenda as a prior item) establishes specific guidelines for considering new street names and re-naming of existing streets. Staff's recommendation is for the City Council to utilize the guidelines identified in the policy to select and approve a new name for the street, by ordinance.

FINANCIAL IMPACT:

Minimal - replacement of 3 street signs.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance.

ATTACHMENTS:

1. Exhibit A - Throckmorton Map
2. Ord Renaming Throckmorton 0302920220816CR1

APPROVALS:

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

Created/Initiated - 8/16/2022
Final Approval - 8/17/2022

Exhibit A – Throckmorton Locations



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, RENAMING THROCKMORTON BOULEVARD; PROVIDING A SAVINGS, SEVERABILITY AND REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 311.001 of the Texas Transportation Code grants home-rule municipalities control over their streets and the Texas Department of Transportation recognizes that this control extends to assigning street names to highways within a municipality’s jurisdiction; and

WHEREAS, Throckmorton Boulevard is a street in the City’s corporate limits that the City maintains; and

WHEREAS, after holding a public hearing on the matter, the City Council has found that the name “Throckmorton Boulevard” is problematic with respect to traffic and navigation as there is a similarly named street in a nearby community that has exit signage on U.S. 75 and said similarly named street does not connect to Throckmorton Boulevard in the City of Anna, which can cause confusion to the traveling public and potentially cause disruption to commerce as well as safety issues; and

WHEREAS, after holding a public hearing on the matter, the City Council has found that the street previously known as “Throckmorton Boulevard” in the City of Anna should be changed to “ ”;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein as if set forth herein in full.

SECTION 2. RENAMING STREET. The street previously known as “Throckmorton Boulevard” in the City of Anna is hereby changed to “ ”.

SECTION 3. ADDITIONAL ACTIONS. The Director of Public Works is hereby directed to: (1) remove any City-managed existing signs to the contrary and erect appropriate street signs with the new name as set forth in Section 2; (2) send a copy of this ordinance to TxDOT; and (3) notify the United States Postal Service, existing public utilities, all property owners abutting such segment of street, and all other appropriate persons of the name change enacted hereby.

SECTION 4. SAVINGS, SEVERABILITY AND REPEALING CLAUSES.

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE

That this ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the _____ day of _____, 2022.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving an Incentive Agreement for New Economic Development between the City of Anna and Palladium USA. (Director of Economic Development Joey Grisham)

SUMMARY:

Palladium is working on a 239-unit multifamily development in partnership with the Anna Public Facility Corporation, located on E. Foster Crossing Rd. The Anna PFC approved approximately \$33 million in bonds for the project. Palladium is requesting a partial waiver of Park Development and Park Land Dedication Fees totaling \$310,700. The Palladium East Foster Crossing project will include several amenities, including a resort-style pool, a children's playground, a dog park, fitness center, children's playroom, clubroom, business lab, conference room, and EV charging stations plus a ride share area.

FINANCIAL IMPACT:

Includes a partial waiver of park development fees totaling \$310,700.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. Palladium Resolution
2. Palladium 380 Agreement

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING AN INCENTIVE AGREEMENT FOR NEW ECONOMIC
DEVELOPMENT WITH PALLADIUM EAST FOSTER CROSSING, LTD**

WHEREAS, the City of Anna, Texas (the “City”) desires to waive a portion of Park Development and Park Land Dedication fees in support of a community development project that will create and retain jobs, and that will result in new capital investment within the corporate limits of the City of Anna, Texas; and

WHEREAS, the City is authorized to grant the waiver under Chapter 380 of the Texas Local Government Code;

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

SECTION 1. Findings. The findings set forth above are incorporated herein for all purposes as if set forth in full.

SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves the Incentive Agreement for New Economic Development with Palladium East Foster Crossing, Ltd. and the City of Anna, Texas (“Agreement”) attached hereto as Exhibit 1, incorporated herein for all purposes, and authorizes the Mayor to execute the same on its behalf, subject to approval as to form by legal counsel for the City, said Agreement to be effective upon its passage and as set forth in said Agreement.

SECTION 3. Administration

The City hereby authorizes the City Manager or his designee to administer the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this 23rd day of August 2022.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this “Agreement”) is entered into by and between the City of Anna, Texas (the “City”) and Palladium East Foster Crossing, Ltd., a Texas limited partnership (“Developer”).

WHEREAS, Developer owns real property consisting of approximately 8.26 acres and described and depicted in further detail in the attached **Exhibit A** (the “Property”); and

WHEREAS, the Property is currently undeveloped and the Developer will develop the Property and use the Property solely as the site for a multifamily development with a minimum of 239 residential units, a clubhouse, and onsite recreational amenities (the “Apartment Project”); and

WHEREAS, the City recognizes the positive economic impact that Apartment Project will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, provision of housing affordable for the workforce, and the additional sales tax revenue from job growth; and

WHEREAS, as an incentive to develop the Apartment Project, the Developer has requested a partial waiver of certain development fees otherwise required to be paid to the City (the “Incentive Grant”) and the City is willing to allow the Incentive Grant under and subject to the terms and conditions of this Agreement.; and

WHEREAS, the City is authorized to grant the Incentive Grant under Chapter 380 of the Texas Local Gov’t Code;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the City and Developer agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the City of Anna, Texas City Council (“City Council”) has approved and adopted this Agreement; and (2) Developer has duly executed this Agreement and delivered same to the City.

Section 2. Term and Termination.

2.01 The term of this Agreement shall commence on the Effective Date, and it shall continue in effect until such time as the parties have fulfilled their obligations hereunder, unless terminated earlier under the provisions of this Agreement.

2.02 The City may, at its sole discretion, terminate this Agreement if Developer defaults by: (1) failing to timely commence construction of the Apartment Project in accordance with Section 4.01; (2) by failing to timely obtain a Certificate of Occupancy in accordance with Section 4.01; or (3) otherwise breaching its obligations or warranties under this Agreement. If this Agreement is terminated by the City, then the City shall have no obligation to allow the Incentive Grant to Developer and the Developer shall pay the City in the amount of \$310,700.00 and any amounts due under Section 8.09 within 15 business days of the date of termination and the obligation to pay said amount to the City shall survive the termination of this Agreement. The City may cause this Agreement to terminate by following the notice and cure provisions set forth in Section 8.08 and 8.09 of this Agreement.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Certificate of Occupancy” means a document entitled “Certificate of Occupancy” (or other similar title) issued by City upon substantial completion of the Apartment Project in accordance with applicable City Regulations that permits the Apartment Project to operate. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, and shall not include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

“City Code” means the Anna City Code of Ordinances.

“City Council” means the governing body of the City of Anna, Texas.

“City Manager” means the City Manager of the City of Anna, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

“Commence Construction” means to obtain a building permit from the City and commence the work of constructing any part of the vertical structure composing any part of the Apartment Project.

“Development” means the development of the Property including without limitation the construction of Public Improvements necessary to serve the Property and the construction of the Apartment Project.

“Effective Date” means the date described in Section 1 of this Agreement.

“Incentive Grant” means a fifty percent (50%) reduction of Park Development Fees and a fifty percent (50%) reduction in Park Land Dedication Fees that would otherwise be required to be paid to the City in relation to the Development as follows: Park Development Fees shall be reduced from \$478,000.00 to \$239,000.00 and Park Land Dedication Fees shall be reduced from \$143,400.00 to \$71,700.00.

“Parties” mean the City and Developer.

“Public Improvements” mean those certain utility, roadway, drainage and other improvements that Developer is required to construct/install and dedicate to the City.

Section 4. Developer Obligations. Each and every obligation set forth in this Section 4 are conditions for the Developer to receive the Incentive Grant.

4.01. Construction, Location, and Operation of the Apartment Project. The Apartment Project shall be located within the Property. The Deadline for Developer to Commence Construction of the Apartment Project is 90 business days after the Effective Date. The Deadline for Developer to obtain a Certificate of Occupancy for the Apartment Project is December 1, 2024.

4.02. Public Improvements Generally. Developer shall provide or cause to be provided all Public Improvements, and any required or necessary public improvement not identified in this Agreement that are required by City Regulations in connection with Development, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City’s engineer or his or her agent. Developer shall cause the timely installation of such improvements in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City’s engineer or his or her agent prior to approval of a final plat of any portion of the Development. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.03. Approval of Plats/Plans. Approval by the City, the City’s Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Designer’s engineer, his officers, agents, servants or employees.

4.04. Insurance.

(a) Developer shall or shall cause the construction contractor(s) that will perform the construction work related to the Public Improvements and the Apartment Project to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements and acceptance thereof by the City: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$2,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Improvements construction contracts, whether by Developer, a contractor, subcontractor, materialman, or otherwise.

(b) Coverage must be on a “per occurrence” basis. All such insurance shall: (i) be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of the Public Improvements and the Apartment Project construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 business days prior to the cancellation, non-renewal or modification of same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.05. Developer Pays All Fees and Costs. Developer shall timely pay, or cause third parties to timely pay, its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, development fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, inspection fees, impact fees, insurance premiums, interest, carry cost, financing fees and all other fees, costs and expenses incurred in connection with the construction of the Public Improvements and the Apartment Project.

4.06. City Regulations. Developer acknowledges that Development must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable City Regulations shall control.

Section 5. Incentive Grant.

The reduction in Park Development Fees and Park Land Dedication Fees that constitute the Incentive Grant under this Agreement are contingent on Developer meeting all of its obligations under this Agreement and if the City terminates this Agreement then the Developer shall pay the City as described in Section 2.02.

Section 6. Buy Local Provision.

6.01. Developer agrees to use its commercially reasonable efforts to give preference and priority to local manufacturers, suppliers, contractors, and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

6.02. For the purposes of this section, the term “local” as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50-mile radius of Collin County.

Section 7. Warranties. The accuracy of the warranties set forth in this Section 7 are conditions for the Incentive Grant to continue to be in effect. Developer shall notify the City if and when any of the following warranties are no longer accurate. The failure to so notify the City is a material breach of this Agreement. Developer warrants and represents to the City the following:

7.01. Developer is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Texas and is registered to do business in the State of Texas. Developer has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

7.02. Developer has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

7.03. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

7.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.

7.05. Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of any Reimbursement Payment or other funds received by Developer from City from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4%

compounded annually from the date of violation until paid. Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

7.06. No litigation or governmental proceeding is pending or, to the knowledge of Developer and its general partner and officers, is threatened against or affecting Developer, or the Development or the Property, that may result in any material adverse change in Developer's business, properties or operation.

7.07. Developer shall not be in breach of any other contract by entering into and performing this Agreement. Developer shall amend or enter into any other contract that may be necessary for Developer to fully and timely perform its obligations under this Agreement.

7.08 No Boycotting Israel. Developer verifies that the Developer (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer) does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

7.09 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. As of the Effective Date, the Developer represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

7.10 Verifications Pursuant to Chapter 2274, Texas Government Code. (a) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Developer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-

based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(b) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Developer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions, ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’ s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’ s or association’ s status as a firearm entity or firearm trade association, (b) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder,

target, self-defense, or similar recreational shooting), and (c) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 8. Miscellaneous.

8.01. Compliance with Laws. Developer shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

8.02. Non-Discrimination. Developer covenants and agrees that Developer will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

8.03. Time Periods. Time is of the essence in the performance of this Agreement.

8.04. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (e) epidemics or pandemics (but not including the COVID 19 pandemic) or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (f) labor shortages or moratoriums; (g) fire or other material casualty; (h) mechanical failure of equipment; (i) utility delays or interruptions; (j) any emergency event that threatens imminent harm to property or injury to persons; (k) any other causes of any kind whatsoever, whether similar to those enumerated or not, which

are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

8.05. Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City Council and the City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with Developer by reason of controlling, being controlled by, or being under common control with Developer or to a third-party lender advancing funds for the construction or operation of Public Improvements. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of City Council or the City to such an assignment will be required. Developer agrees to provide the City with written notice of any such assignment. The foregoing notwithstanding, any assignment of Developer's rights under this Agreement shall not release Developer from its obligations hereunder.

8.06. INDEMNITY. DEVELOPER COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO DEVELOPER'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION, OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE

DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND DEVELOPER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 8.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

8.07. Events of Default by Developer. In addition to other events of default by Developer set forth in this Agreement, each of the following events constitute a default of this Agreement by Developer:

- (a) The City reasonably and in good faith determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the City or the City in connection with this Agreement was incorrect or misleading in any material respect when made.
- (b) Any attachment or other levy against the Development or any portion thereof with respect to a claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 business days.
- (c) Developer makes an assignment for the benefit of creditors.
- (d) Developer files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.
- (e) If taxes owed to the City by Developer become delinquent, and Developer fails to timely and properly follow the legal procedures for protest or contest.
- (f) Developer fails to timely, fully and completely comply with any one or more of the deadlines, material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

8.08. Notice of Default. Should the City determine that Developer is in default according to the terms of this Agreement, the City shall notify Developer in writing of the event of default, and provide 30 business days from the date of the notice ("Cure Period")

for Developer to cure the event of default; provided, however, in the event if such event of default is not able to be cured within such 30-day period, Developer shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed 60 business days from the date of notice from the City. Should the City fail to timely, fully and completely comply with any one or more of its obligations under this Agreement, such failure shall be an act of default by the City and the City shall have sixty (60) business days to cure and remove the Default after receipt of written notice to do so from Developer.

8.09. Results of Uncured Default by Developer. After exhausting good faith attempts to address any default during the Cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of Developer, as determined by the City, the Developer shall pay the City its reasonable attorney fees, related expenses, and costs of court to collect amounts due to enforce or terminate this Agreement. Upon full payment by Developer of all sums due, the City and Developer shall have no further obligations to one another under this Agreement. Neither the City nor Developer may be held liable for any special or consequential damages.

8.10. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Developer's default may not be considered an estoppel against the City. It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

8.11. Limitation of Remedies. Developer specifically agrees that the City shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the City under the terms of this Agreement.

8.12. Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

DEVELOPER:

Palladium East Foster Crossing, Ltd.
13455 Noel Rd Ste 1000
Dallas, Texas 75240-6814

CITY:

City of Anna
Attn.: City Manager
120 W. 7th Street
Anna, Texas 75409

Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

8.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Legal Description of the Property

8.14. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

8.15. Relationship of Parties. In performing this Agreement, both the City and Developer will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturer, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the City or the City have any control over or charge of Developer's design, construction or installation of any of the infrastructure or public improvements that are the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the City and Developer.

8.16. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

8.17. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any

person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

8.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

8.19. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

8.20. Sole Agreement. This Agreement constitutes the sole agreement between the City and Developer as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

8.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

8.22. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

8.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

8.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

PALLADIUM EAST FOSTER CROSSING, LTD., a Texas limited partnership

By: Palladium East Foster Crossing GP, LLC, a Texas limited liability company,
its general partner

By: Anna Public Facility Corporation, a Texas public facility
corporation

By: _____
Stan Carver II, its President

State of Texas
County of Collin

Before me, on this day personally appeared Stan Carver II, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of Anna Public Facility Corporation in its capacity as member of Palladium East Foster Crossing GP, LLC, in its capacity as general partner of Palladium East Foster Crossing, Ltd. for the purposes and consideration therein expressed and on behalf of said partnership.

Given under my hand and seal of office this ____ day of August 2022.

Notary – State of Texas

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager

State of Texas
County of Collin

Before me, on this day personally appeared Jim Proce known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Given under my hand and seal of office this ____ day of August 2022.

Notary – State of Texas

Exhibit A

Legal Description of the Property

SITUATED in the City of Anna, in the Granderson Stark Survey, Abstract No. 798 of Collin County, Texas and being all of that certain called 1.324 acre tract of land described in a Special Warranty Deed to East Foster LLC., dated April 13, 2021 and recorded in Document No. 20210426000829880, Deed Records, Collin County, Texas (D.R.C.C.T.) and also being all of that certain called 6.932 acre tract of land described as "Tract B" in a Special Warranty Deed to East Foster LLC, dated April 13, 2021 and recorded in Document No. 20210426000829900, D.R.C.C.T. and the consolidation of the two said tracts being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a plastic cap, stamped "RPLS 4838" (hereinafter referred to as "with cap"), found at the southeast corner of the above described 1.324 acre East Foster LLC tract and an inside ell corner for that certain called 2.762 acre tract of land described in a Special Warranty Deed to Anna Crossing 40PGE, Ltd., recorded in Document No. 20210524001039830, D.R.C.C.T. and said point being on the future north right-of-way line of E. Foster Crossing Road (formerly known as County Road 421 – variable width public right-of-way);

THENCE: North 89 deg. 11 min. 45 sec. West, along the future north right-of-way line of said E. Foster Crossing Road, at a distance of 145.03 feet, passing the southwest corner of said 1.324 acre tract and same being the southeast corner of the above described 6.932 acre East Foster LLC tract and continuing along the future north right-of-way line of E. Foster Crossing Road and the south line of said 6.932 acre tract for a total distance of 789.33 feet to a 5/8 inch iron rod with cap, found for the southwest corner of said 6.932 acre tract, at the intersection of the future north right-of-way line of E. Foster Crossing Road and the future east right-of-way line of Vail Lane (proposed 50' wide public right-of-way);

THENCE: Departing from the future north right-of-way of E. Foster Crossing Road, along the west line of said 6.932 acre tract and the future east right-of-way line of Vale Lane as follows:

North 44 deg. 11 min. 45 sec. West, a distance of 27.38 feet to a point for corner;

North 00 deg. 48 min. 56 sec. East, a distance of 166.85 feet to a point for corner at the beginning of a curve to the left, having a radius of 325.00 feet, a central angle of 23 deg. 19 min. 32 sec. and a chord that bears North 10 deg. 50 min. 50 sec. West - 131.40 feet;

Northwesterly, along said curve to the left, an arc distance of 132.31 feet to a point for corner at the end of said curve and the beginning of a reverse curve to the right, having a radius of 275.00 feet, a central angle of 22 deg. 19 min. 55 sec. and a chord that bears North 11 deg. 20 min. 38 sec. West - 106.51 feet;

Northwesterly, along said curve to the right, an arc distance of 107.19 feet to a point for corner at the end of said curve;

North 00 deg. 10 min. 41 sec. West, a distance of 58.30 feet to a 5/8 inch iron rod with cap, found for the northwest corner of said 6.932 acre tract, on the south line of that certain called 19.882 acre tract of land described in a Special Warranty Deed With Vendor's Lien to Anna Crossing 40PGE, Ltd, recorded in Document No. 20190114000044870, D.R.C.C.T.;

THENCE: North 89 deg. 49 min. 19 sec. East, departing from the future east right-of-way line of Vail Lane, along the common line of said 6.932 acre tract and said 19.882 acre Anna Crossing 40PGE tract, a distance of 514.65 feet to a 5/8 inch iron rod with cap, found for the most northerly northeast corner of said 6.932 acre tract and same being the northwest corner of that certain called 0.578 acre tract of land described as "Tract B" in a Special Warranty Deed to Anna Crossing 40PGE, Ltd, recorded in Document No. 20210524001039820, D.R.C.C.T.;

THENCE: Departing from the south line of said 19.882 acre Anna Crossing 40PGE tract, along the common line of said 6.932 acre tract and said 0.578 acre Anna Crossing 40 PGE tract as follows:

South 02 deg. 07 min. 59 sec. West, a distance of 64.76 feet to a point for an angle corner;

South 30 deg. 39 min. 41 sec. East, a distance of 47.85 feet to a point for an angle corner;

South 00 deg. 14 min. 58 sec. East, a distance of 23.04 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 89 deg. 57 min. 12 sec. and a chord that bears South 45 deg. 13 min. 48 sec. East - 15.55 feet;

Southeasterly, along said curve to the left, an arc distance of 17.27 feet to a point for corner at the end of said curve;

North 89 deg. 47 min. 21 sec. East, a distance of 117.40 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 38 deg. 48 min. 49 sec. and a chord that bears North 70 deg. 22 min. 50 sec. East - 7.31 feet;

Northeasterly, along said curve to the left, an arc distance of 7.45 feet to a point for corner at the end of said curve;

North 50 deg. 58 min. 19 sec. East, a distance of 20.10 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 38 deg. 50 min. 28 sec. and a chord that bears North 70 deg. 25 min. 33 sec. East - 2.66 feet;

Northeasterly, along said curve to the right, an arc distance of 2.71 feet to a point for corner:

THENCE: North 89 deg. 52 min. 47 sec. East, at a distance of 15.39 feet, passing the southeast corner of said 0.578 acre tract and same being the northerly southwest corner of the above described 2.762 acre Anna Crossing 40PGE, Ltd. tract and the northwest corner of the above described 1.324 acre East Foster LLC tract and continuing along the common line of said 1.324

acre tract and said 2.762 acre tract for a total distance of 131.51 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 44 deg. 58 min. 38 sec. and a chord that bears South 67 deg. 37 min. 54 sec. East - 3.06 feet;

THENCE: Continuing along the common line of said 1.324 acre East Foster LLC tract and said 2.762 acre Anna Crossing 40PGE Ltd. tract as follows:

Southeasterly, along said curve to the right, an arc distance of 3.14 feet to a point for corner at the end of said curve;

South 45 deg. 04 min. 23 sec. East, a distance of 21.74 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 44 deg.



Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 8/23/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution of the City of Anna, Texas, determining the costs of certain authorized improvements to be financed by the AnaCapri Public Improvement District; approving a preliminary service plan and assessment plan, including proposed assessment rolls; calling a regular meeting and noticing a public hearing for September 13, 2022, to consider an ordinance levying assessments on property located within the AnaCapri Public Improvement District; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; resolving other matters incident and related thereto; and a Resolution approving a minimum value to lien ratio. (Director of Economic Development Joey Grisham)

SUMMARY:

The developer is ready to move forward with the levying of assessments, so this item sets a Public Hearing for September 13, 2022 to consider an Ordinance to levy assessments for the AnaCapri Public Improvement District. It also includes the Preliminary Service and Assessment Plan (PSAP) and allows for a minimum value to lien ratio of 1.8.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. 01 - Resolution Determining Costs v4
2. Resolution - DA value to lien C03029D20220818CR1

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 8/18/2022
Final Approval - 8/18/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE ANACAPRI PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *SEPTEMBER 13, 2022* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE ANACAPRI PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Anna, Texas (the "City") to create a public improvement district within the City; and

WHEREAS, on April 12, 2022, the City Council conducted a public hearing to consider a petition received by the City on February 15, 2022 titled "Petition to Establish Anacapri Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on April 12, 2022, the City Council approved Resolution No. 2022-04-1140 (the "Authorization Resolution"), authorizing, establishing and creating the Anacapri Public Improvement District (the "District"); and

WHEREAS, the City authorized the creation of the District and funding up to \$58,000,000.00 in costs for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Anacapri Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls") (collectively, the

"Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Improvement Area #1 Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit B-1 and the total costs of the Improvement Area #2A Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit B-1 of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Improvement Area #1 Projects and the Improvement Area #2 Projects, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within future phases for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *September 13, 2022 at 6:30 p.m. at Anna City Hall, Council Chambers, 120 W. 7th Street,, Anna, Texas 75409*, or such other location as designated by the City and noticed pursuant to the Act, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the

assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *September 13, 2022*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes; provided however, that the location is subject to change as designated by the City, in a newspaper of general circulation in the City, on or before September 2, 2022, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *September 13, 2022*, on or before September 2, 2022, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *September 13, 2022* meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 23rd day of August, 2022.

ATTEST:

Lee Miller, Mayor Pro-Tem

Carrie L. Land, City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF ANNA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Anna, Texas on *September 13, 2022 at 6:30 p.m. at the Anna City Hall, City Council Chambers, 120 W. 7th Street, Anna, Texas 75409*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Anacapri Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (a) acquisition, construction and improvements, and maintenance of the improvements, consisting of (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement (collectively, the "Authorized Improvements"); and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The total costs of the Improvement Area #1 Projects and the Improvement Area #2A Projects, including the costs of creating the District and issuing the bonds, is approximately [\$35,914,978]. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional [\$22,085,022].

The boundaries of the District include approximately 284.952 acres of land generally located immediately to the northwest, west, and southwest of Anna High School, located within the city limits of the City and as more particularly described by a metes and bounds description available for public inspection at the office of the City Secretary, 111 N. Powell Parkway, Anna, Texas.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Improvement Area #1 Assessment Roll and the Improvement Area #2A Assessment Roll, (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against

each parcel in the District for the Improvement Area #1 Projects and the Improvement Area #2A Projects, is available for public inspection at the office of the City Secretary, 120 W.7th Street, Anna, Texas 75409.

AnaCapri Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

AUGUST 23, 2022 – VERSION 1.0



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On April 12, 2022, the City Council passed and approved Resolution No. 2022-04-1140 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 279.554 acres located within the corporate limits of the City, as described by the legal description on **Exhibit K-1** and depicted on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit G-1**. The Improvement Area #2A Assessment Roll is included as **Exhibit H-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean with respect to Authorized Improvements, including Owner costs to create the District, the actual costs of constructing or acquiring such Authorized Improvements, (either directly or through affiliates), including : (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owners.

“Additional Interest” means the amount collected by the application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but

not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of which may be reduced by the TIRZ No. 4 Annual Credit Amount.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Appropriated Property” means any Parcel within the District against which the costs of the Authorized Improvements are appropriated based on special conferred benefit anticipated to be levied, but not yet levied. Initially, the Appropriated Property includes the Improvement Area #2 – Remainder Property.

“Appropriation” means an amount allocated by this Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefitted Property, subject to the levy by the City and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll, and the Improvement Area #2A Assessment Roll as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Update.

“Authorized Improvements” means (1) the improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit I-1**, **Exhibit I-2** and **Exhibit I-3** and described in **Section III**; (2) Bond Issuance Costs, and (3) District Formation Costs.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

“City” means the City of Anna, Texas.

“City Council” means the governing body of the City.

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Development Agreement” means the AnaCapri Development Agreement entered into by and between the City and Owner, approved and adopted by Resolution No. 2022-03-1119 on October 12, 2021.

“District” means the AnaCapri Public Improvement District containing approximately 279.554 acres located within the corporate limits of the City, and more specifically described in **Exhibit K-1** and depicted on **Exhibit A-1**.

“District Formation Costs” means the costs associated with forming the District, including but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“Engineer’s Report” means a report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area #1” means approximately 97.100 acres located within the District, more specifically described in **Exhibit K-2** and depicted on **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of which may be reduced by the TIRZ No. 4 Annual Credit Amount. Additional Interest is not charged on the Improvement Area #1 Reimbursement Obligation, but will be included in the event Improvement Area #1 Bonds are issued.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #1 Bonds” means those certain PID “City of Anna, Texas Special Assessment Revenue Bonds, Series 2022 (AnaCapri Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments, and expected to be used in calendar year 2022.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit I-1**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as described in **Exhibit K-2**, and depicted on **Exhibit A-2**.

“Improvement Area #1 Projects” means, collectively (1) the Improvement Area #1 Improvements; (2) the pro rata portion of the District Formation Costs allocable to Improvement Area #1 and (3) the Bond Issuance Costs allocable to Improvement Area #1.

“Improvement Area #1 Reimbursement Agreement” means that certain “AnaCapri Public Improvement District Improvement Area #1 Reimbursement Agreement” effective [REDACTED] entered into by and between the City and the Owner, as the developer of the Improvement Area

#1 Projects, in which the Owner agrees to construct the Improvement Area #1 Projects and to fund certain Actual Costs of the Improvement Area #1 Projects and the City agrees to (i) pay directly or reimburse the Owner for Actual Costs of an Improvement Area #1 Projects from the proceeds of Improvement Area #1 Bonds in accordance with the Act, this Service and Assessment Plan and the applicable Indenture, or (ii) reimburse the Owner for certain Actual Costs of Improvement Area #1 Projects not paid by proceeds of Improvement Area #1 Bonds solely from the revenue collected from Improvement Area #1 Assessments, including Improvement Area #1 Annual Installments, but subordinate to the lien on the Improvement Area #1 Assessments pledged to the payment of Improvement Area #1 Bonds.

“Improvement Area #1 Reimbursement Obligation” means an amount secured by the Improvement Area #1 Assessment to be paid to the Owner pursuant to the Improvement Area #1 Reimbursement Agreement. The projected Improvement Area #1 Annual Installments for the Improvement Area #1 Reimbursement Obligation is shown on **Exhibit G-2**.

“Improvement Area #2” means approximately 179.451 acres located within the District, more specifically described in **Exhibit K-3** and depicted on **Exhibit A-3**.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit Improvement Area #2 and are described in **Section III.B**, and depicted on **Exhibit I-2**.

“Improvement Area #2 - Remainder Property” means approximately 113.100 acres located within the District, more specifically described in **Exhibit K-5** and depicted on **Exhibit A-5**.

“Improvement Area #2 - Remainder Property Appropriated Property” means any Parcel within Improvement Area #2 - Remainder Property against which costs of Improvement Area #2 Improvements are appropriated.

“Improvement Area #2 - Remainder Property Initial Parcel” means all of the Improvement Area #2 - Remainder Property Appropriated Property against which Improvement Area #2 Improvements costs are Appropriated, as described in **Exhibit K-5**, and depicted on **Exhibit A-5**.

“Improvement Area #2 - Remainder Property Projects” means the pro rata portion of the Improvement Area #2 Improvements costs appropriated to Improvement Area #2 - Remainder Property.

“Improvement Area #2A” means approximately 66.3 acres located within the District, more specifically described in **Exhibit K-4** and depicted on **Exhibit A-4**.

“Improvement Area #2A Annual Installment” means the Annual Installment of the Improvement Area #2A Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of which may be reduced by the TIRZ No. 4 Annual

Credit Amount. Additional Interest is not charged on the Improvement Area #2-A Reimbursement Obligation, but will be included in the event Improvement Area #2A Bonds are issued.

“Improvement Area #2A Assessed Property” means any Parcel within Improvement Area #2A against which an Improvement Area #2A Assessment is levied.

“Improvement Area #2A Assessment” means an Assessment levied against a Parcel within Improvement Area #2A and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2A Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2A Assessment Roll” means the Assessment Roll for the Improvement Area #2A Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2A Assessment Roll is included in this Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area #2A Bonds” means those certain PID “City of Anna, Texas Special Assessment Revenue Bonds, Series 2022 (AnaCapri Public Improvement District Improvement Area #2A Project)” that are secured by Improvement Area #2A Assessments, and anticipated to be issued in calendar year 2022.

“Improvement Area #2A Improvements” means the Authorized Improvements which only benefit the Improvement Area #2A Assessed Property, as further described in **Section III.C** and depicted on **Exhibit I-3**.

“Improvement Area #2A Initial Parcel” means all of the Improvement Area #2A Assessed Property against which the entire Improvement Area #2A Assessment is levied, as described in **Exhibit K-4**, and depicted on **Exhibit A-4**.

“Improvement Area #2A Projects” means, collectively (1) the pro rata portion of the Improvement Area #2 Improvements allocable to Improvement Area #2A; (2) the Improvement Area #2A Improvements; (3) the pro rata portion of the District Formation Costs allocable to Improvement Area #2A and (4) the Bond Issuance Costs allocable to Improvement Area #2A.

“Improvement Area #2A Reimbursement Agreement” means that certain “AnaCapri Public Improvement District Improvement Area #2A Reimbursement Agreement” effective [REDACTED] entered into by and between the City and the Owner, as the developer of the Improvement Area #2A Projects, in which the Owner agrees to construct the Improvement Area #2A Projects and to fund certain Actual Costs of the Improvement Area #2A Projects and the City agrees to (i) pay directly or reimburse the Owner for Actual Costs of an Improvement Area #2A Projects from the proceeds of Improvement Area #2A Bonds in accordance with the Act, this Service and Assessment Plan and the applicable Indenture, or (ii) reimburse the Owner for certain Actual

Costs of Improvement Area #2A Projects not paid by proceeds of Improvement Area #2A Bonds solely from the revenue collected from Improvement Area #2A Assessments, including Improvement Area #2A Annual Installments, but subordinate to the lien on the Improvement Area #2A Assessments pledged to the payment of Improvement Area #2A Bonds.

“Improvement Area #2A Reimbursement Obligation” means an amount secured by the Improvement Area #2A Assessment to be paid to the Owner pursuant to the Improvement Area #2A Reimbursement Agreement. The projected Improvement Area #2A Annual Installments for the Improvement Area #2A Reimbursement Obligation is shown on **Exhibit H-2**.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and the Trustee setting forth terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “Lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as shown on **Exhibit E**.

“Lot Type 1” means a lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$430,000.

“Lot Type 2” means a lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$480,000.

“Lot Type 3” means a lot within Improvement Area #2A marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$430,000.

“Lot Type 4” means a lot within Improvement Area #2A marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$480,000.

“Maximum Assessment” means for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**. The Maximum Assessment shall be calculated at the time a final plat is recorded.

“Non-Assessed Property” means Parcels that accrue special benefit from the Authorized Improvements, as determined by the City Council, but are not assessed. The Non-Assessed Property includes the lagoon, multifamily and commercial areas adjacent to the District.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County the termination of an Assessment, a form of which is attached as **Exhibit J**.

“Owner” means AnaCapri Laguna Azure LLC, a Wyoming limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to such property to end users.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax parcel identification number assigned by the Collin Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Plat or Official Public Records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs to the date of Prepayment.

“Service and Assessment Plan” means this AnaCapri Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“TIRZ No. 4” means the Reinvestment Zone Number Four, City of Anna, Texas.

“TIRZ No. 4 Annual Credit Amount” is defined in **Section V.F**, which amount shall not annually exceed the TIRZ No. 4 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 4 Fund to the applicable pledged revenue fund pursuant to the Development Agreement.

“TIRZ No. 4 PID Account” means an account of the TIRZ No. 4 Fund where the TIRZ No. 4 Revenues are deposited.

"TIRZ No. 4 Project and Finance Plan" means the *Reinvestment Zone Number Four, City of Anna, Texas Project and Finance Plan*, dated [REDACTED], 2022.

"TIRZ No. 4 Fund" means the tax increment fund created pursuant to the TIRZ No. 4 Ordinance where TIRZ No. 4 Revenues are deposited annually.

"TIRZ No. 4 Maximum Annual Credit Amount" means for each Lot Type, the amount of TIRZ No. 4 Revenues provided as a Credit against the Annual Installment, as further defined in **Section V.F** and shown on **Exhibit F**.

"TIRZ No. 4 Ordinance" means Ordinance No. [REDACTED] adopted by the City Council approving the TIRZ No. 4 Project and Finance Plan and authorizing the use of TIRZ No. 4 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 4 Project and Finance Plan.

"TIRZ No. 4 Revenues" mean, for each year, the amounts which are deposited in the TIRZ No. 4 Fund pursuant to the TIRZ No. 4 Ordinance.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 279.554 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 1,235 Lots developed with single-family homes.

Improvement Area #1 includes approximately 100.103 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 458 Lots developed with single-family homes (174 single-family homes classified as Lot Type 1, and 284 single-family homes classified as Lot Type 2).

Improvement Area #2 includes both Improvement Area #2A and Improvement Area #2 – Remainder Property, as described on **Exhibit K-3**, and depicted on **Exhibit A-3**, consisting of approximately 179.451 acres.

Improvement Area #2A includes approximately 66.262 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-4** and depicted on **Exhibit A-4**. Development of Improvement Area #2 is anticipated to include approximately 237 Lots developed with single-family homes (136 single-family homes classified as Lot Type 3, and 101 single-family homes classified as Lot Type 4).

Improvement Area #2 - Remainder Property includes approximately 113.189 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-5** and depicted on **Exhibit A-5**. Development of Improvement Area #2 - Remainder Property is anticipated to include approximately 540 Lots developed with single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS AND BOND ISSUANCE COSTS

The City, based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Improvement Area #1 Improvements

- *Roadway Improvements*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Water Systems*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Site Fencing, Retaining Walls, Landscape*

Improvements include all related earthwork, excavation, erosion control, retaining walls, signage, utility infrastructure, drainage infrastructure, lighting, landscaping, irrigation and re-vegetation of all disturbed areas. (to be confirmed by Owner)

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal costs, consultants, and costs associated with financing the Improvement Area #1 Improvements.

B. Improvement Area #2 Improvements

- *Roadways Improvements*

Improvements including subgrade stabilization, concrete and reinforcing steel for

roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2.

- *Water Systems*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2.

- *Site Fencing, Retaining Walls, Landscape*

Improvements include all related earthwork, excavation, erosion control, retaining walls, signage, utility infrastructure, drainage infrastructure, lighting, landscaping, irrigation and re-vegetation of all disturbed areas within Improvement Area #2. (to be confirmed by the Owner)

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal costs, consultants, and costs associated with financing the Improvement Area #2 Improvements.

C. Improvement Area #2A Improvements

- *Roadway Improvements*

Improvements including subgrade stabilization, concrete and reinforcing steel for

roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2A.

- *Water Systems*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2A.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2A.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2A.

- *Site Fencing, Retaining Walls, Landscape*

Improvements include all related earthwork, excavation, erosion control, retaining walls, signage, utility infrastructure, drainage infrastructure, lighting, landscaping, irrigation and re-vegetation of all disturbed areas within Improvement Area #2A. (to be confirmed by Owner)

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2A Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal costs, consultants, and costs associated with financing the Improvement Area #2A Improvements.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable

Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

E. Other Costs

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to (i) cover a period of at least five years, (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated by the City Council at least annually in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1, and Improvement Area #2A. The notice form required by Section 5.014 of the Texas Property Code is attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future Owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Projects.
- Improvement Area #2 Improvements allocable to Improvement Area #2 – Remainder Property Appropriated Property shall be appropriated to Improvement Area #2 - Remainder Property Appropriated Property pro rata based on the Estimated Buildout

Value of all Parcels within Improvement Area #2, as depicted on **Exhibit B-2**.

- The costs of the Improvement Area #2A Projects shall be allocated 100% to Improvement Area #2A Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated as Improvement Area #2A Assessed Property to the Estimated Buildout Value of all Improvement Area #2A Assessed Property. Currently, the Improvement Area #2A Initial Parcel is the only Parcel within Improvement Area #2A, and as such, the Improvement Area #2A Initial Parcel is allocated 100% of the Improvement Area #2A Projects.

B. Assessments

Assessments are levied on the Assessed Property according to the Improvement Area #1 Assessment Roll, and Improvement Area #2A Assessment Roll attached hereto as **Exhibit G-1**, and **Exhibit H-1**, respectively. The projected Annual Installments for Improvement Area #1, and Improvement Area #2A, are shown on **Exhibit G-2**, and **Exhibit H-2**, , respectively, and are subject to revisions made in any Annual Service Plan Update.

The Maximum Assessment for each Lot Type within Improvement Area #1, and Improvement Area #2A is shown on **Exhibit E**. In no case will the Assessment for Lot Type 1, Lot Type 2, Lot Type 3, or Lot Type 4 within Improvement Area #1, and Improvement Area #2A, exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
 - The costs of the Improvement Area #1 Projects equal \$22,172,772 as shown on **Exhibit B-1**;
 - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects;
 - The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals \$22,145,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit G-1**;
 - The special benefit ($\geq$ \$22,172,772) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the

amount of the Improvement Area #1 Assessment (\$22,145,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and

- At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Initial Parcel. The Owner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.
- *Improvement Area #2A*
 - The costs of the Improvement Area #2A Projects equal \$13,742,206 as shown on **Exhibit B-1**;
 - The Improvement Area #2A Assessed Property receives special benefit from the Improvement Area #2A Projects equal to or greater than the Actual Cost of the Improvement Area #2A Projects;
 - The Improvement Area #2A Initial Parcel will be allocated 100% of the Improvement Area #2A Assessment levied for the Improvement Area #2A Projects, which equals \$11,025,000 as shown on the Improvement Area #2A Assessment Roll attached hereto as **Exhibit H-1**;
 - The special benefit ($\geq \$13,742,206$) received by the Improvement Area #2A Initial Parcel from the Improvement Area #2A Projects is equal to or greater than the amount of the Improvement Area #2A Assessment (\$11,025,000) levied on the Improvement Area #2A Initial Parcel for the Improvement Area #2A Projects; and
 - At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2A Initial Parcel. The Owner acknowledged that the Improvement Area #2A Projects confer a special benefit on the Improvement Area #2A Initial Parcel and consented to the imposition of the Improvement Area #2A Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #2A Assessment on the Improvement Area #2A Initial

Parcel.

▪ *Improvement Area #2 - Remainder Property*

- The costs of the Improvement Area #2 - Remainder Property Projects equal \$5,005,522 as shown on **Exhibit B-2**;
- The Improvement Area #2 - Remainder Property Assessed Property receives special benefit from the Improvement Area #2 - Remainder Property Projects equal to or greater than the Actual Cost of the Improvement Area #2 - Remainder Property Projects;
- The Improvement Area #2 - Remainder Property Initial Parcel will be allocated 100% of the Improvement Area #2 - Remainder Property Appropriation for the Improvement Area #2 - Remainder Property Projects, which equals \$5,005,522 as shown on **Exhibit B-2**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
- At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2 – Remainder Property Initial Parcel. The Owner acknowledged that the Improvement Area #2 – Remainder Property Projects confer a special benefit on the Improvement Area #2 – Remainder Property Initial Parcel and consented to the imposition of the Improvement Area #2 – Remainder Property Appropriation in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Area #2 – Remainder Property Appropriation of Costs of Improvement Area #2 – Remainder Property Projects associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Appropriation of Costs on the Improvement Area #2 – Remainder Property Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional

Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Improvement Area #1 Reimbursement Agreement as part of the Improvement Area #1 Annual Installment. Additional Interest cannot be collected on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation.

The interest on the Improvement Area #2A Assessment securing the Improvement Area #2A Reimbursement Obligation shall be collected at rates established under the Improvement Area #2A Reimbursement Agreement as part of the Improvement Area #2A Annual Installment. Additional Interest cannot be collected on the Improvement Area #2A Assessment securing the Improvement Area #2A Reimbursement Obligation.

F. TIRZ No. 4 Annual Credit Amount

The City Council has agreed to use a portion of TIRZ No. 4 Revenues (the “TIRZ No. 4 Annual Credit Amount”) generated from each Assessed Property to offset a portion of such property’s Assessment, as applicable.

1. The Annual Installment for an Assessed Property shall receive a TIRZ No. 4 Annual Credit Amount equal to the TIRZ No. 4 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 4 Revenue collected from the Assessed Property for Tax Year 2022 shall be applied as the TIRZ No. 4 Annual Credit Amount applicable to the Assessed Property’s Improvement Area #1 Annual Installment to be collected in Tax Year 2023), but in no event shall the TIRZ No. 4 Annual Credit Amount exceed the TIRZ No. 4 Maximum Annual Credit Amount as calculated on **Exhibit F** for each Assessed Property.
2. The TIRZ No. 4 Maximum Annual Credit Amount available to reduce the Annual installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 4 Maximum Annual Credit Amount is calculated so that the average Annual Installment minus the TIRZ No. 4 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$2.92 per \$100 of assessed value) taking into consideration the 2022 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Annual Installments based on Estimated Buildout Values at the time each applicable Assessment Ordinance is approved or PID Bonds are issued. The resulting TIRZ No. 4 Maximum Annual Credit Amount for each Lot Type in Improvement Area #1 and Improvement Area #2A is shown below. This section shall be updated as Assessments are levied on the Improvement Area #2 – Remainder Property.

i.	Lot Type 1:	\$380.96
ii.	Lot Type 2:	\$425.26
iii.	Lot Type 3:	\$436.11
iv.	Lot Type 4:	\$486.82

3. After the TIRZ No. 4 Annual Credit Amount is applied to provide a credit towards a portion of the Annual Installment for the Assessed Property, any excess TIRZ No. 4 Revenues available from the TIRZ No. 4 PID Account shall be held in a segregated account by the City and shall be used in accordance with the TIRZ No. 4 Project and Finance Plan and the TIRZ No. 4 Agreement.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property, as provided by the Owner. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, and Lot Type 4 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made

separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value for each Lot to be created after recording the subdivision plat as of the date of the subdivision plat is anticipated to be recorded. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, and Lot Type 4 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the

Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit J.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the PID Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding PID Bonds, unless otherwise directed by the applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The

Assessments shall not, however, be reduced to an amount less than the amount required to pay all debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment. If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area #1 Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation will be on parity with the Improvement Area #1 Bonds.

For purposes of Prepayments, the Improvement Area #2A Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area #2A Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area #2A Assessments issued to refinance all or a portion of the Improvement Area #2A Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #2A Reimbursement Obligation will be on parity with the Improvement Area #2A Bonds.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the projected Improvement Area #1 Annual Installments, and **Exhibit H-2** shows the projected Improvement Area #2A Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefitted Property or non-assessed property, as shown by the Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2023.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment on the property tax bill shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act, or other applicable law.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

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

be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

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

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2A Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2A Assessment Roll and Improvement Area #2A Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, said owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of the year following City Council's approval

of the calculation. Otherwise, said owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days of such receipt of a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the district. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an

Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Improvement Area #2
Exhibit A-4	Map of Improvement Area #2A
Exhibit A-5	Map of Improvement Area #2 - Remainder Property
Exhibit B-1	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F	TIRZ No. 4 Maximum Annual Credit Amount
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Projected Annual Installments
Exhibit H-1	Improvement Area #2A Assessment Roll
Exhibit H-2	Improvement Area #2A Projected Annual Installments
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Improvement Area #2 Improvements
Exhibit I-3	Maps of Improvement Area #2A Improvements
Exhibit J	Form of Notice of PID Assessment Termination
Exhibit K-1	District Legal Description
Exhibit K-2	Improvement Area #1 Legal Description
Exhibit K-3	Improvement Area #2 Legal Description
Exhibit K-4	Improvement Area #2A Legal Description
Exhibit K-5	Improvement Area #2 - Remainder Property Legal Description

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report

Appendix B Buyer Disclosures

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EXHIBIT A-1 – MAP OF THE DISTRICT

EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1



EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2

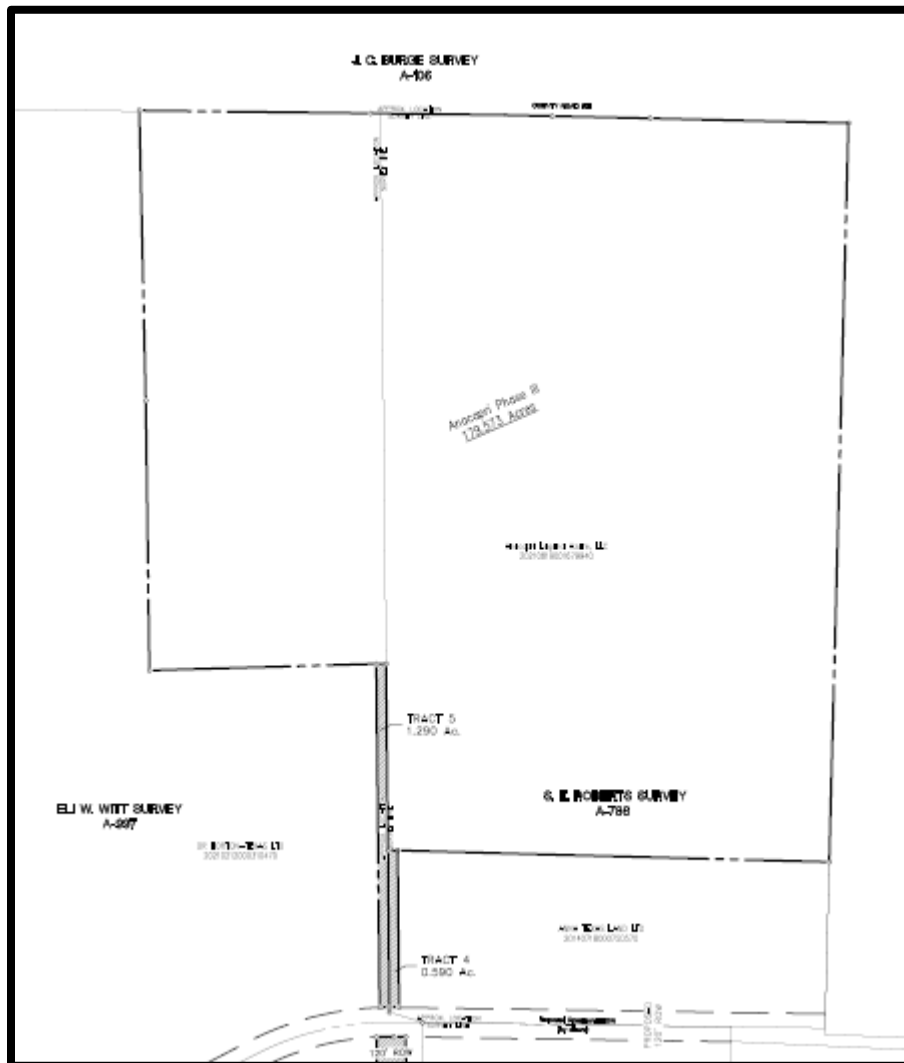
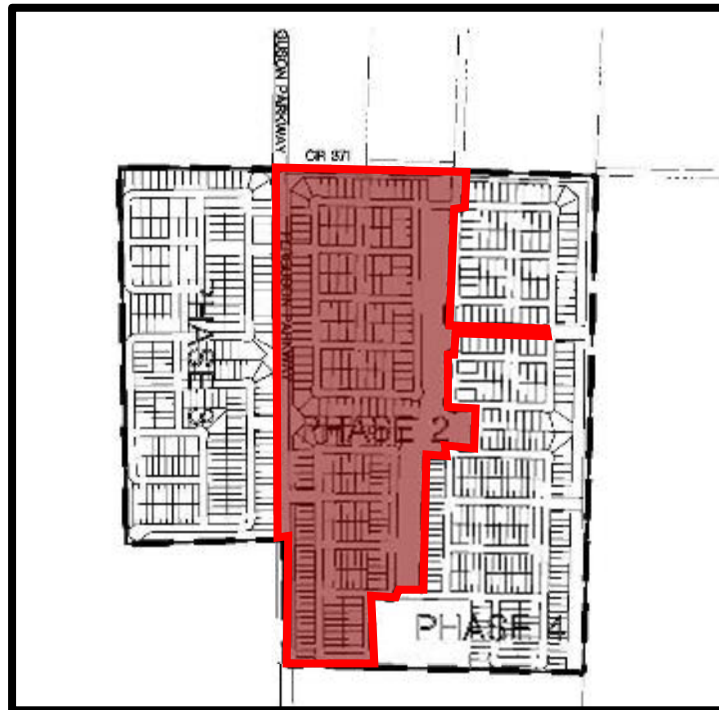
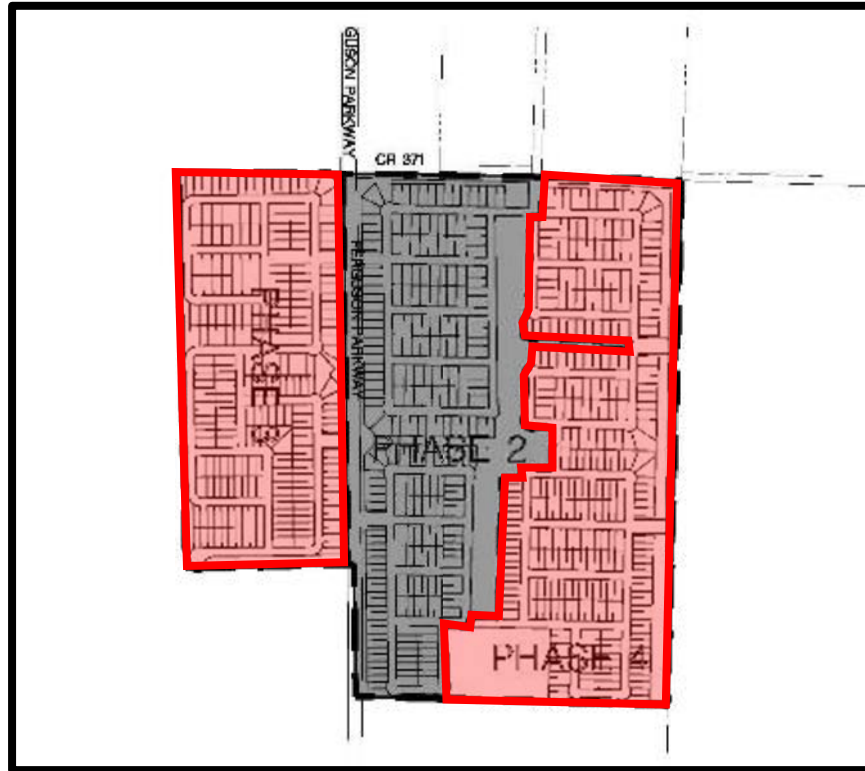


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #2A



[Developer to provide updated maps.]

EXHIBIT A-5 – MAP OF IMPROVEMENT AREA #2 – REMAINDER PROPERTY



[Developer to provide updated maps.]

EXHIBIT B-1 – AUTHORIZED IMPROVEMENTS

	Total ¹	Non-Assessed Property ²	Private	District Eligible Costs	Improvement Area #1		Improvement Area #2				
					Improvement Area #2A		Improvement Area #2 - Remainder Property				
					%	Cost	%	Cost	%	Cost	
Improvement Area #1 Improvements											
Roadway Improvements	\$ 6,043,595	\$ 460,226	\$ -	\$ 5,583,370	100.00%	\$ 5,583,370	0.00%	\$ -	0.00%	\$ -	
Water Systems	1,969,400	88,557	-	1,880,843	100.00%	1,880,843	0.00%	-	0.00%	-	
Sanitary Sewer	1,447,746	-	-	1,447,746	100.00%	1,447,746	0.00%	-	0.00%	-	
Storm Sewer	3,312,295	93,304	-	3,218,991	100.00%	3,218,991	0.00%	-	0.00%	-	
Site Fencing, Retaining Walls, Landscape	1,632,574	233,970	-	1,398,604	100.00%	1,398,604	0.00%	-	0.00%	-	
Soft Costs ⁴	5,289,506	290,938	-	4,998,569	100.00%	4,998,569	0.00%	-	0.00%	-	
	\$ 19,695,116	\$ 1,166,994	\$ -	\$ 18,528,122		\$ 18,528,122		\$ -		\$ -	
Improvement Area #2A Improvements											
Roadway Improvements	\$ 4,149,405	\$ -	\$ -	\$ 4,149,405	0.00%	\$ -	100.00%	\$ 4,149,405	0.00%	\$ -	
Water Systems	921,494	-	-	921,494	0.00%	-	100.00%	921,494	0.00%	-	
Sanitary Sewer	767,152	-	-	767,152	0.00%	-	100.00%	767,152	0.00%	-	
Storm Sewer	841,028	-	-	841,028	0.00%	-	100.00%	841,028	0.00%	-	
Site Fencing, Retaining Walls, Landscape	592,655	-	-	592,655	0.00%	-	100.00%	592,655	0.00%	-	
Soft Costs ⁴	2,447,957	-	-	2,447,957	0.00%	-	100.00%	2,447,957	0.00%	-	
	\$ 9,719,692	\$ -	\$ -	\$ 9,719,692		\$ -		\$ 9,719,692		\$ -	
Improvement Area #2 Improvements ³											
Roadway Improvements	\$ 1,211,323	\$ 178,791	\$ -	\$ 1,032,532	0.00%	\$ -	30.39%	\$ 313,829	69.61%	\$ 718,703	
Water Systems	\$ 599,434	\$ 88,476	-	510,957	0.00%	-	30.39%	155,301	69.61%	355,656	
Sanitary Sewer	\$ 2,478,104	\$ 365,768	-	2,112,336	0.00%	-	30.39%	642,026	69.61%	1,470,309	
Storm Sewer	\$ 1,415,844	\$ 208,979	-	1,206,865	0.00%	-	30.39%	366,816	69.61%	840,049	
Site Fencing, Retaining Walls, Landscape	\$ 1,145,165	\$ 169,026	-	976,139	0.00%	-	30.39%	296,689	69.61%	679,450	
Soft Costs ⁴	\$ 1,586,589	\$ 234,180	-	1,352,408	0.00%	-	30.39%	411,053	69.61%	941,355	
	\$ 8,436,458	\$ 1,245,221	\$ -	\$ 7,191,237		\$ -		\$ 2,185,714		\$ 5,005,522	
Private Improvements											
Private Improvements	\$ 5,574,053	\$ -	\$ 5,574,053	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
	\$ 5,574,053	\$ -	\$ 5,574,053	\$ -		\$ -		\$ -		\$ -	
Bond Issuance Costs											
Debt Service Reserve Fund	\$ 2,415,700	\$ -	\$ -	\$ 2,415,700		\$ 1,611,600		\$ 804,100		\$ -	
Capitalized Interest	-	-	-	-		-		-		-	
Underwriter's Discount	663,500	-	-	663,500		442,900		220,600		-	
Underwriter's Counsel	331,750	-	-	331,750		221,450		110,300		-	
Cost of Issuance	1,990,500	-	-	1,990,500		1,328,700		661,800		-	
	\$ 5,401,450	\$ -	\$ -	\$ 5,401,450		\$ 3,604,650		\$ 1,796,800		\$ -	
Other Costs											
Deposit to Administrative Fund	80,000	-	-	80,000		40,000		40,000		-	
	\$ 80,000	\$ -	\$ -	\$ 80,000		\$ 40,000		\$ 40,000		\$ -	
Total	\$ 48,906,768	\$ 2,412,215	\$ 5,574,053	\$ 40,920,501		\$ 22,172,772		\$ 13,742,206		\$ 5,005,522	

Footnotes:

- (1) Costs based on Engineer's Report, attached hereto as **Appendix A**.
- (2) Non-Assessed Property allocated 14.76% of Improvement Area #1 Improvements that benefit the Non-Assessed Property (\$7,906,461 * 14.76% = \$1,166,994); and 14.76% of all Improvement Area #2 Improvements (\$8,436,458 * 14.76% = \$1,245,221) based on Estimated Buildout Value.
- (3) Allocation of Improvement Area #2 Improvements based on Estimated Buildout Value.
- (4) Soft Costs includes Soft Costs and Contingency as detailed in the Engineer's Report.

EXHIBIT B-2 – APPROPRIATION OF COSTS OF AUTHORIZED IMPROVEMENTS

Improvement Area	Improvement Area #1 Improvements		Improvement Area #2 Improvements		Improvement Area #2A Improvements		Total Appropriation for Future Funding ¹
	%	Costs	2%	Costs	%	Costs	
Improvement Area #1	100.00%	\$ 18,528,122	0.00%	\$ -	0.00%	\$ -	
Improvement Area #2A	0.00%	\$ -	30.39%	\$ 2,185,714	100.00%	\$ 9,719,692	
Improvement Area #2 - Remainder Property	0.00%	\$ -	69.61%	\$ 5,005,522	0.00%	\$ -	\$ 5,005,522.45
Total	100.00%	\$ 18,528,122	100.00%	\$ 7,191,237	100.00%	\$ 9,719,692	

Footnotes:

(1) Reimbursable in part or in full from future Assessments levied in the Improvement Area #2 - Remainder Property.

(2) The costs of Improvement Area #2 Improvements appropriated to the Improvement Area #2 - Remainder Property are calculated based on Estimated Buildout Value.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 555,538.41	\$ 586,370.79	\$ 618,914.37	\$ 653,264.11	\$ 689,520.27
Interest		1,229,047.50	1,198,215.12	1,165,671.54	1,131,321.79	1,095,065.63
	(1)	\$ 1,784,585.91	\$ 1,784,585.91	\$ 1,784,585.91	\$ 1,784,585.91	\$ 1,784,585.91
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest ¹	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 1,824,585.91	\$ 1,825,385.91	\$ 1,826,201.91	\$ 1,827,034.23	\$ 1,827,883.19

Improvement Area #2A						
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 276,577.60	\$ 291,927.66	\$ 308,129.64	\$ 325,230.84	\$ 343,281.15
Interest		611,887.50	596,537.44	580,335.46	563,234.26	545,183.95
	(1)	\$ 888,465.10	\$ 888,465.10	\$ 888,465.10	\$ 888,465.10	\$ 888,465.10
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest ¹	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 928,465.10	\$ 929,265.10	\$ 930,081.10	\$ 930,913.42	\$ 931,762.39

Footnotes:

(1) Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation, or the Improvement Area #2A Reimbursement Obligation. In the event PID Bonds are issued, the Service Plan and Assessment Roll shall be updated to reflect the Additional Interest collected for the PID Bonds.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private/ Non-Assessed Property	Improvement Area #1	Improvement Area #2	
			Improvement Area #2A	Improvement Area #2 - Remainder Property
Sources of Funds				
Improvement Area #1 Reimbursement Obligation	\$ -	\$ 22,145,000	\$ -	\$ -
Improvement Area #1 Owner Contribution ¹	-	27,772	-	-
Improvement Area #2A Reimbursement Obligation	-	-	11,025,000	-
Improvement Area #2A Owner Contribution ¹	-	-	2,717,206	-
Improvement Area #2 - Remainder Property Owner Contribution ²	-	-	-	5,005,522
Owner Contribution - Non-Assessed Property ^{1,3}	2,412,215	-	-	-
Owner Contribution - Private Improvements ¹	5,574,053	-	-	-
Total Sources	\$ 7,986,268	\$ 22,172,772	\$ 13,742,206	\$ 5,005,522
Uses of Funds				
Improvement Area #1 Improvements ³	\$ 1,166,994	\$ 18,528,122	\$ -	\$ -
Improvement Area #2A Improvements	-	-	9,719,692	-
Improvement Area #2 Improvements ³	1,245,221	-	2,185,714	5,005,522
Private Improvements	5,574,053	-	-	-
	\$ 7,986,268	\$ 18,528,122	\$ 11,905,406	\$ 5,005,522
<i>Bond Issuance Costs⁴</i>				
Debt Service Reserve Fund	\$ -	\$ 1,611,600	\$ 804,100	\$ -
Capitalized Interest	-	-	-	-
Underwriter's Discount	-	442,900	220,600	-
Underwriter's Counsel	-	221,450	110,300	-
Cost of Issuance	-	1,328,700	661,800	-
	\$ -	\$ 3,604,650	\$ 1,796,800	\$ -
<i>Other Costs⁴</i>				
Deposit to Administrative Fund	-	40,000	40,000	-
	\$ -	\$ 40,000	\$ 40,000	\$ -
Total Uses	\$ 7,986,268	\$ 22,172,772	\$ 13,742,206	\$ 5,005,522

Footnotes:

(1) Non-reimbursable to Owner from Assessments.

(2) Reimbursable in part or in full to Owner from levy of Assessments in Improvement Area #2 - Remainder Property.

(3) Non-Assessed Property allocated 14.76% of Improvement Area #1 Improvements that benefit the Non-Assessed Property (\$7,906,461 * 14.76% = \$1,166,994); and 14.76% of all Improvement Area #2 Improvements (\$8,436,458 * 14.76% = \$1,245,221) based on Estimated Buildout Value. Such Improvements to be funded by Owner Contribution for Non-Assessed Property.

(4) Preliminary estimate only, to be updated if PID Bonds are issued.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ¹	Estimated Buildout Value ¹		Assessment		Average Annual Installment		Gross TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1 (40')	174	\$ 430,000	\$ 74,820,000	\$ 45,100	\$ 7,847,347	\$ 3,137	\$ 545,801	\$ 0.7295
Lot Type 2 (50')	284	\$ 480,000	\$ 136,320,000	\$ 50,344	\$ 14,297,653	\$ 3,502	\$ 994,435	\$ 0.7295
Improvement Area #1 Subtotal	458	\$ 211,140,000		\$ 22,145,000		\$ 1,540,236		
Improvement Area #2A								
Lot Type 3 (40')	136	\$ 430,000	\$ 58,480,000	\$ 44,323	\$ 6,027,880	\$ 3,192	\$ 434,104	\$ 0.7423
Lot Type 4 (50')	101	\$ 480,000	\$ 48,480,000	\$ 49,476	\$ 4,997,120	\$ 3,563	\$ 359,872	\$ 0.7423
Improvement Area #2A Subtotal	237	\$ 106,960,000		\$ 11,025,000		\$ 793,976		
Total	695	\$ 318,100,000		\$ 33,170,000				

Footnotes:

(1) Per information provided by the Owner.

EXHIBIT F – TIRZ NO. 4 MAXIMUM ANNUAL CREDIT AMOUNT

TIRZ No. 4 Maximum					
Lot Type	Units ¹	Annual Credit			Net Tax Stack
		Gross TRE	Amount	Net TRE	
Improvement Area #1					
Lot Type 1 (40')	174	\$ 0.7295	\$ (380.96)	\$ 0.6409	\$ 2.9200
Lot Type 2 (50')	284	\$ 0.7295	\$ (425.26)	\$ 0.6409	\$ 2.9200
Improvement Area #1 Subtotal	458	\$ (187,059)			
Improvement Area #2A					
Lot Type 3 (40')	136	\$ 0.7423	\$ (436.11)	\$ 0.6409	\$ 2.9200
Lot Type 4 (50')	101	\$ 0.7423	\$ (486.82)	\$ 0.6409	\$ 2.9200
Improvement Area #2A Subtotal	237	\$ (108,479)			

Footnotes:

(1) Per information provided by the Owner.

EXHIBIT G-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ¹	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 ¹
2770352	Improvement Area #1 Initial Parcel	\$ 22,145,000.00	\$ 1,824,585.91
Total		\$ 22,145,000.00	\$ 1,824,585.91

Footnotes:

(1) The entire Improvement Area #1 is contained within Property ID 2770352. For billing purposes, the Annual Installment due 1/31/2023 shall be allocated pro rata based on acreage.

EXHIBIT G-2 – IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENT

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	555,538.41	1,229,047.50	40,000.00	1,824,585.91
2024	586,370.79	1,198,215.12	40,800.00	1,825,385.91
2025	618,914.37	1,165,671.54	41,616.00	1,826,201.91
2026	653,264.11	1,131,321.79	42,448.32	1,827,034.23
2027	689,520.27	1,095,065.63	43,297.29	1,827,883.19
2028	369,660.42	1,056,797.26	44,163.23	1,470,620.91
2029	390,176.57	1,036,281.11	45,046.50	1,471,504.17
2030	411,831.37	1,014,626.31	45,947.43	1,472,405.10
2031	434,688.01	991,769.67	46,866.38	1,473,324.05
2032	458,813.20	967,644.48	47,803.70	1,474,261.38
2033	484,277.33	942,180.35	48,759.78	1,475,217.45
2034	511,154.72	915,302.96	49,734.97	1,476,192.65
2035	539,523.81	886,933.87	50,729.67	1,477,187.35
2036	569,467.38	856,990.30	51,744.27	1,478,201.94
2037	601,072.82	825,384.86	52,779.15	1,479,236.83
2038	634,432.36	792,025.32	53,834.73	1,480,292.41
2039	669,643.35	756,814.32	54,911.43	1,481,369.10
2040	706,808.56	719,649.12	56,009.66	1,482,467.33
2041	746,036.44	680,421.24	57,129.85	1,483,587.53
2042	787,441.46	639,016.22	58,272.45	1,484,730.12
2043	831,144.46	595,313.22	59,437.90	1,485,895.57
2044	877,272.98	549,184.70	60,626.65	1,487,084.33
2045	925,961.63	500,496.05	61,839.19	1,488,296.86
2046	977,352.50	449,105.18	63,075.97	1,489,533.65
2047	1,031,595.56	394,862.12	64,337.49	1,490,795.17
2048	1,088,849.11	337,608.56	65,624.24	1,492,081.92
2049	1,149,280.24	277,177.44	66,936.72	1,493,394.40
2050	1,213,065.29	213,392.38	68,275.46	1,494,733.14
2051	1,280,390.42	146,067.26	69,640.97	1,496,098.64
2052	1,351,452.09	75,005.59	71,033.79	1,497,491.46
Total	\$ 22,145,000.00	\$ 22,439,371.44	\$ 1,622,723.17	\$ 46,207,094.61

Footnotes:

- 1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.
- 2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – IMPROVEMENT AREA #2A ASSESSMENT ROLL

Property ID ¹	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 ²
2759616, 2759795	Improvement Area #2A Initial Parcel	\$ 11,025,000.00	\$ 928,465.10
Total		\$ 11,025,000.00	\$ 928,465.10

Footnotes:

(1) The entire Improvement Area #2A is contained within Property ID 2759616, and 2759795. For billing purposes, the Annual Installment due 1/31/2023 shall be allocated pro rata based on acreage.

EXHIBIT H-2 – IMPROVEMENT AREA #2A PROJECTED ANNUAL INSTALLMENT

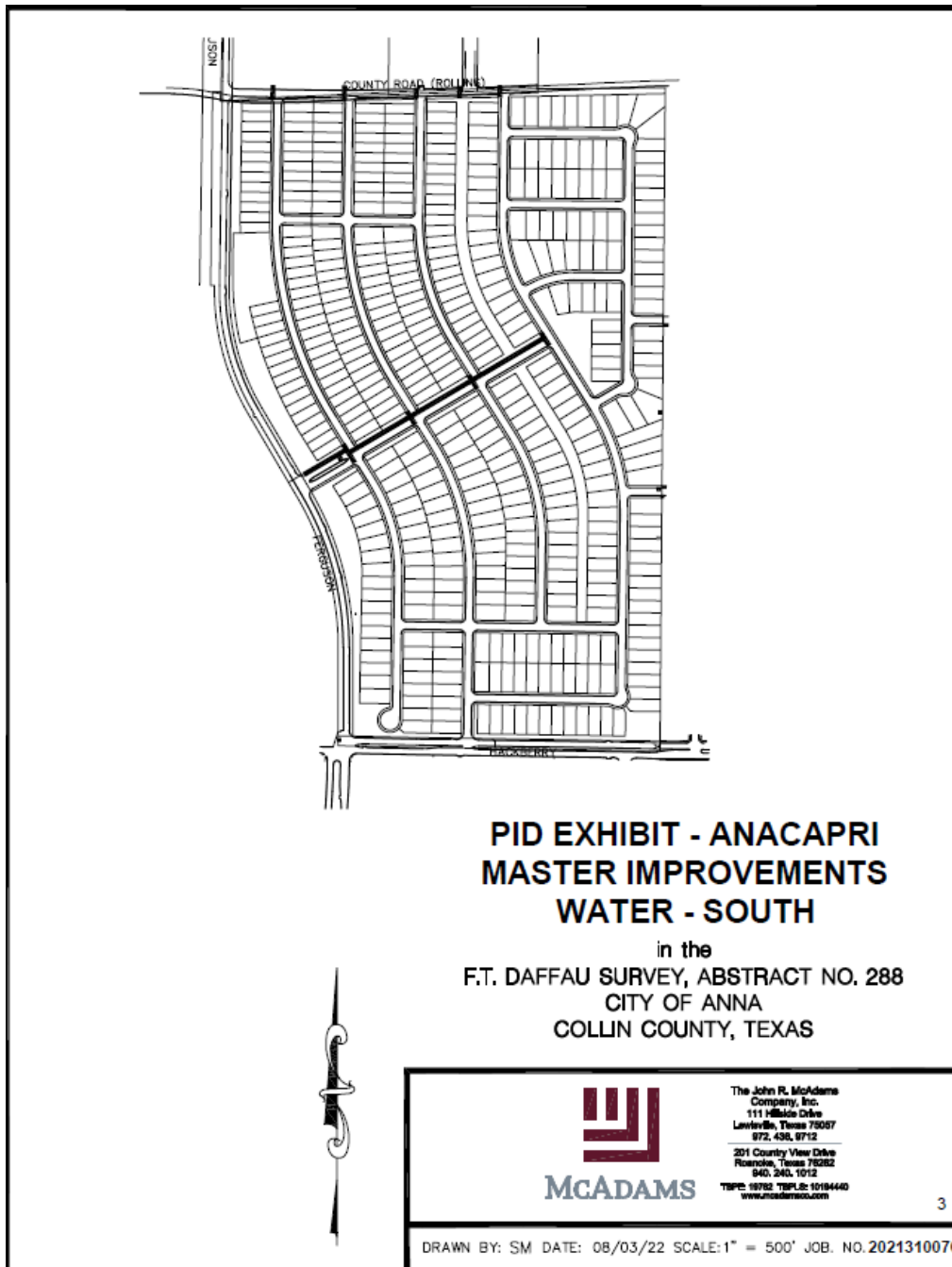
Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	276,577.60	611,887.50	40,000.00	928,465.10
2024	291,927.66	596,537.44	40,800.00	929,265.10
2025	308,129.64	580,335.46	41,616.00	930,081.10
2026	325,230.84	563,234.26	42,448.32	930,913.42
2027	343,281.15	545,183.95	43,297.29	931,762.39
2028	184,037.30	526,131.85	44,163.23	754,332.38
2029	194,251.37	515,917.78	45,046.50	755,215.65
2030	205,032.33	505,136.83	45,947.43	756,116.58
2031	216,411.62	493,757.53	46,866.38	757,035.53
2032	228,422.46	481,746.69	47,803.70	757,972.86
2033	241,099.91	469,069.24	48,759.78	758,928.93
2034	254,480.96	455,688.20	49,734.97	759,904.12
2035	268,604.65	441,564.50	50,729.67	760,898.82
2036	283,512.21	426,656.94	51,744.27	761,913.42
2037	299,247.14	410,922.02	52,779.15	762,948.30
2038	315,855.35	394,313.80	53,834.73	764,003.89
2039	333,385.32	376,783.83	54,911.43	765,080.58
2040	351,888.21	358,280.94	56,009.66	766,178.81
2041	371,418.00	338,751.15	57,129.85	767,299.00
2042	392,031.70	318,137.45	58,272.45	768,441.60
2043	413,789.46	296,379.69	59,437.90	769,607.05
2044	436,754.78	273,414.37	60,626.65	770,795.81
2045	460,994.67	249,174.48	61,839.19	772,008.34
2046	486,579.87	223,589.28	63,075.97	773,245.12
2047	513,585.06	196,584.10	64,337.49	774,506.64
2048	542,089.03	168,080.13	65,624.24	775,793.39
2049	572,174.97	137,994.19	66,936.72	777,105.88
2050	603,930.68	106,238.47	68,275.46	778,444.61
2051	637,448.83	72,720.32	69,640.97	779,810.12
2052	672,827.24	37,341.91	71,033.79	781,202.94
Total	\$ 11,025,000.00	\$ 11,171,554.31	\$ 1,622,723.17	\$ 23,819,277.47

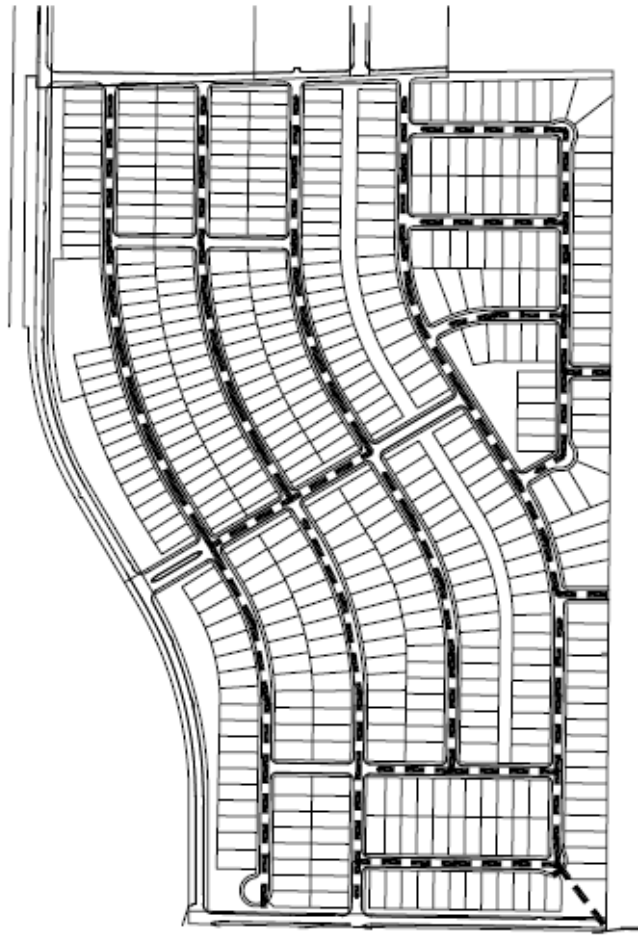
Footnotes:

1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS





PID EXHIBIT - ANACAPRI PHASE I - DIRECT COSTS SANITARY - SOUTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



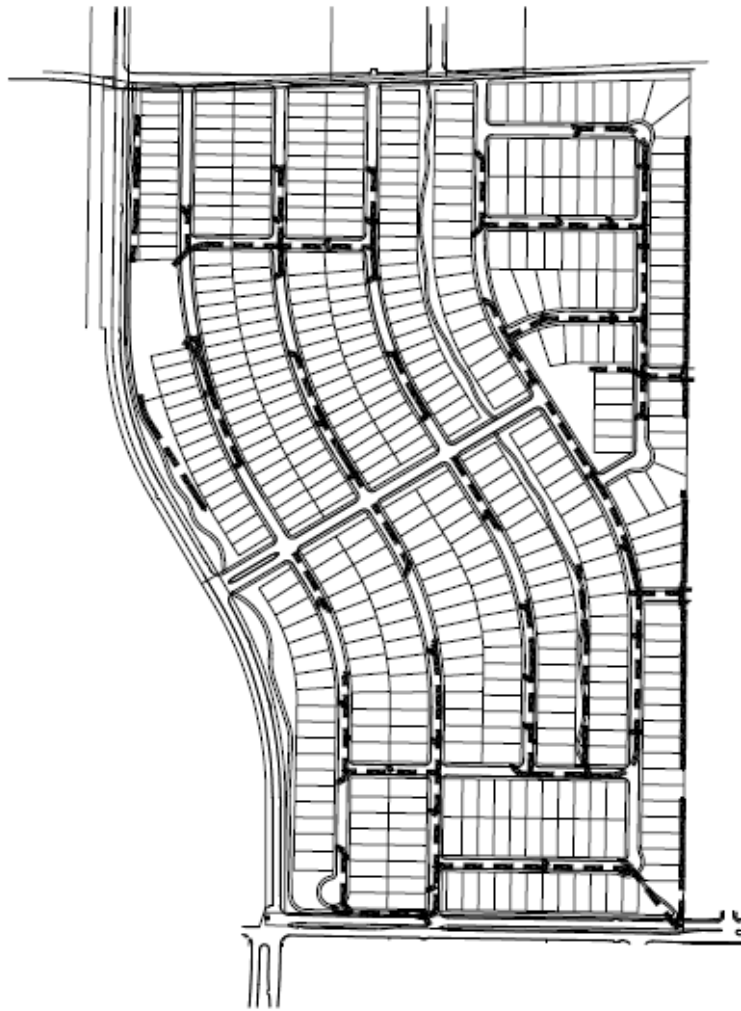
The John R. McAdams
Company, Inc.
111 Hillside Drive
Lawrenceville, Texas 75057
972, 438, 9712

201 Country View Drive
Roanoke, Texas 75282
940, 240, 1012

TSP#: 18782 TSPLE: 10194440
www.mcadamsco.com

7

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO2021310076



**PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COST
STORM SEWER - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



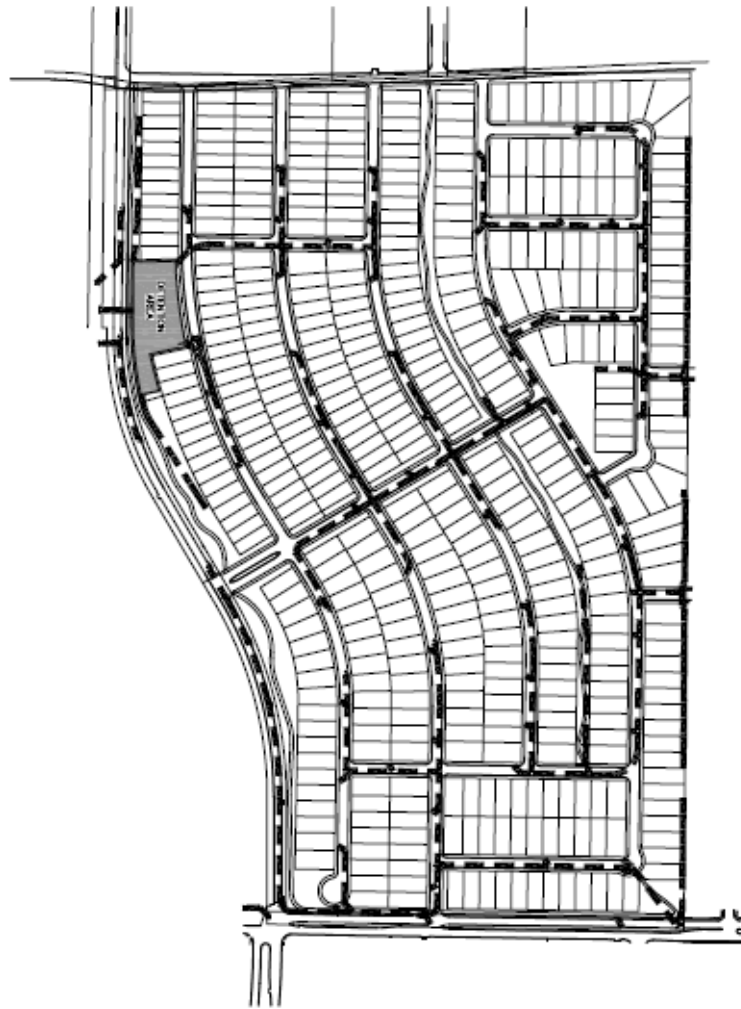
The John R. McAdams
Company, Inc.
111 Hillside Drive
Lawrenceville, Texas 75057
872, 438, 9712

201 Country View Drive
Roanoke, Texas 75282
840, 240, 1012

TSP# 18782 TSP# 10184440
www.mcadamsco.com

12

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO 2021310076



**PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
STORM SEWER - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



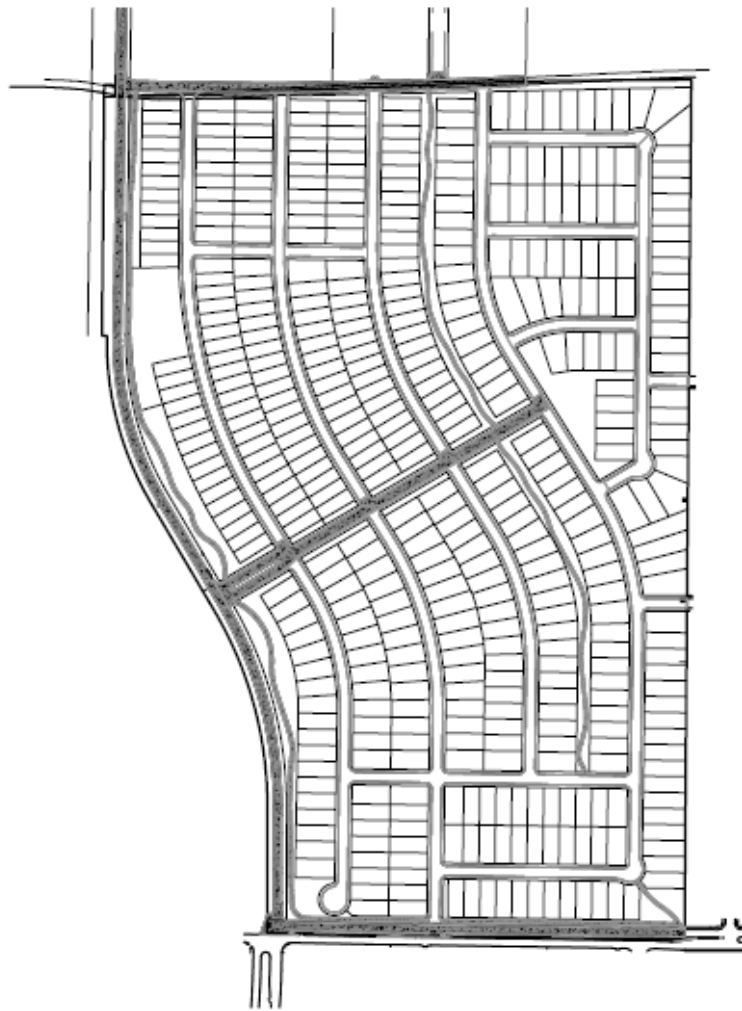
The John R. McAdams
Company, Inc.
111 Hillside Drive
Lawrenceville, Texas 75057
972.438.9712

201 Country View Drive
Roanoke, Texas 75282
840.240.1012

TSP# 18782 TSP# 10194440
www.mcadamsco.com

14

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO 2021310076



**PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
PAVING - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



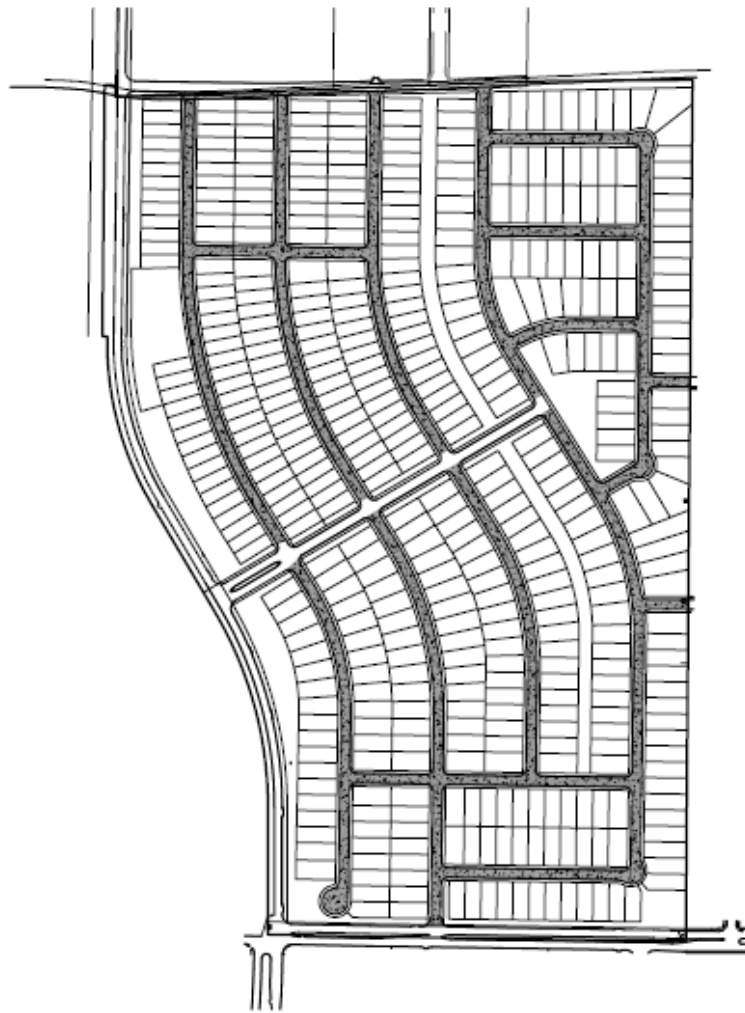
The John R. McAdams
Company, Inc.
111 Hillside Drive
Lawrenceville, Texas 75057
972.438.9712

201 Country View Drive
Rowles, Texas 75282
940.240.1012

TSP# 18782 TSP# 10184440
www.mcadamsco.com

20

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO2021310076



**PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COSTS
PAVING - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



McADAMS

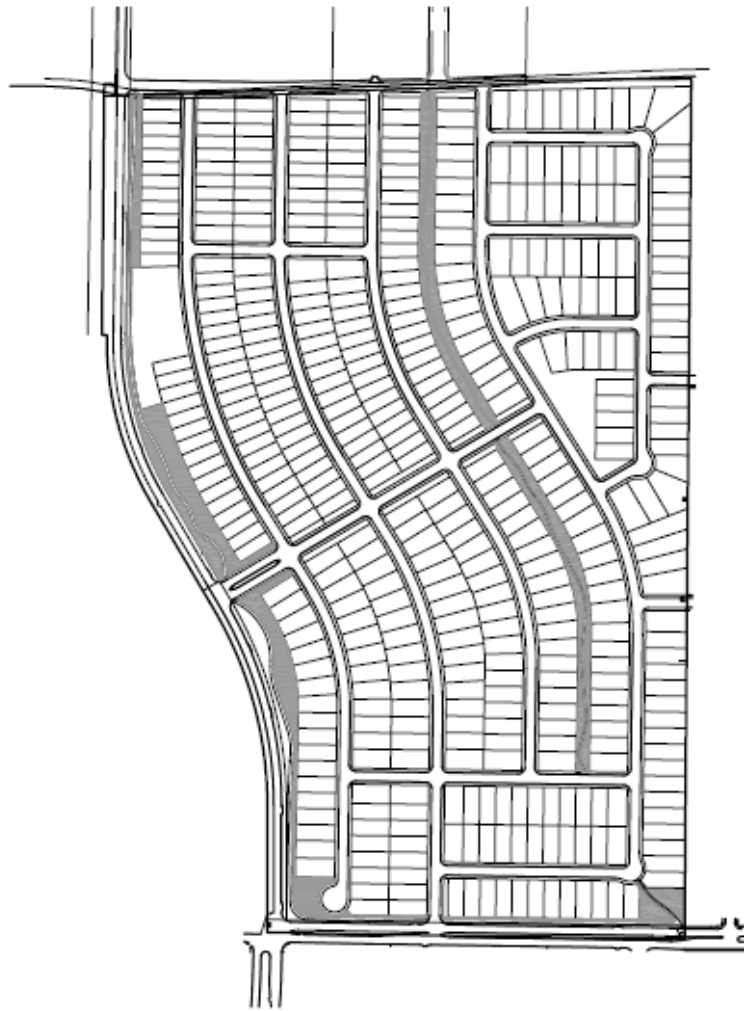
The John R. McAdams
Company, Inc.
1111 Hillside Drive
Lawrenceville, Texas 75057
972.438.9712

201 Country View Drive
Rosenberg, Texas 75062
840.340.1012

TSP# 18782 TSP#L# 10184440
www.mcadamsco.com

22

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB: NO2021310076



PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - SOUTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lawrenceville, Texas 75057
972.438.9712

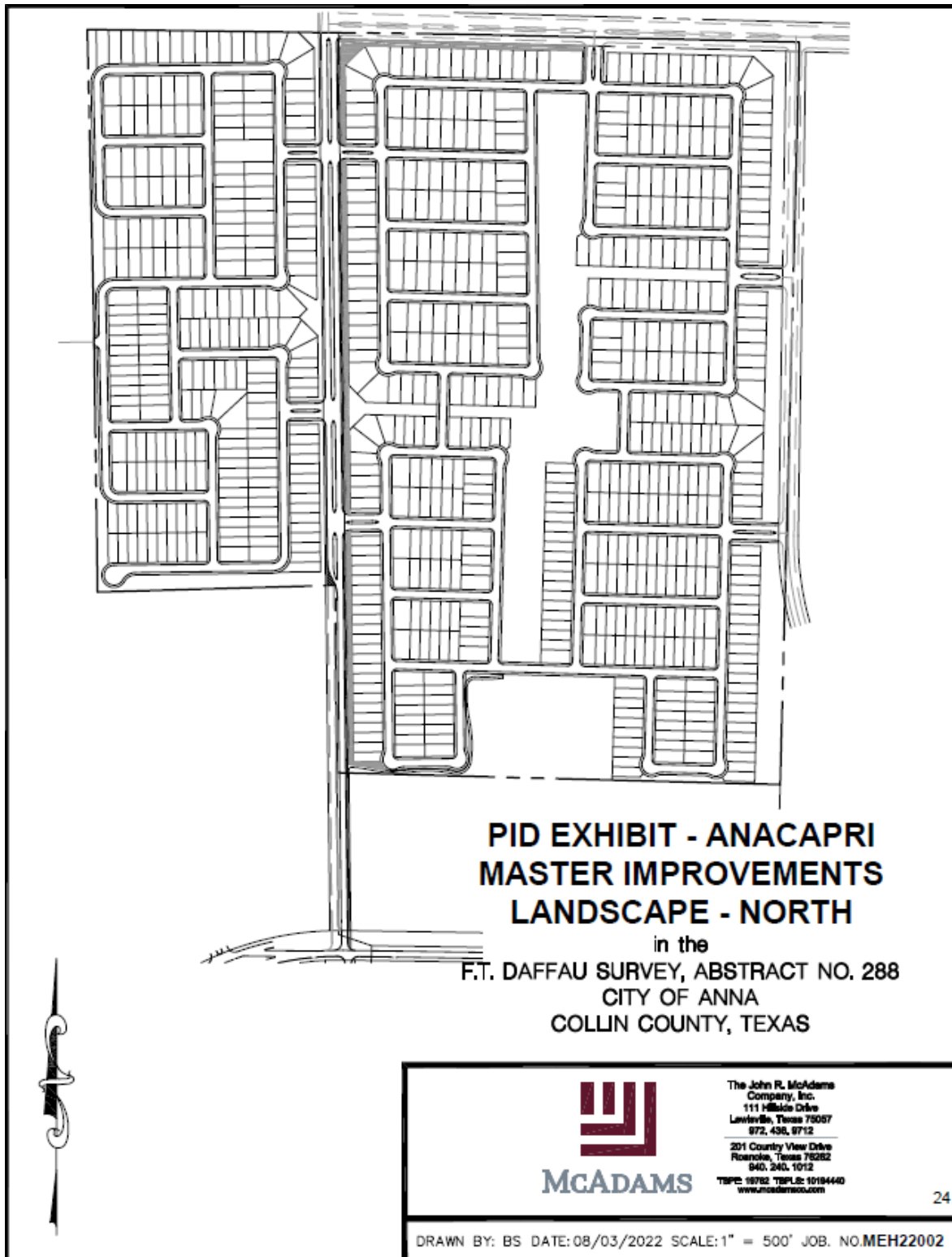
201 Country View Drive
Roanoke, Texas 76262
840.240.1012

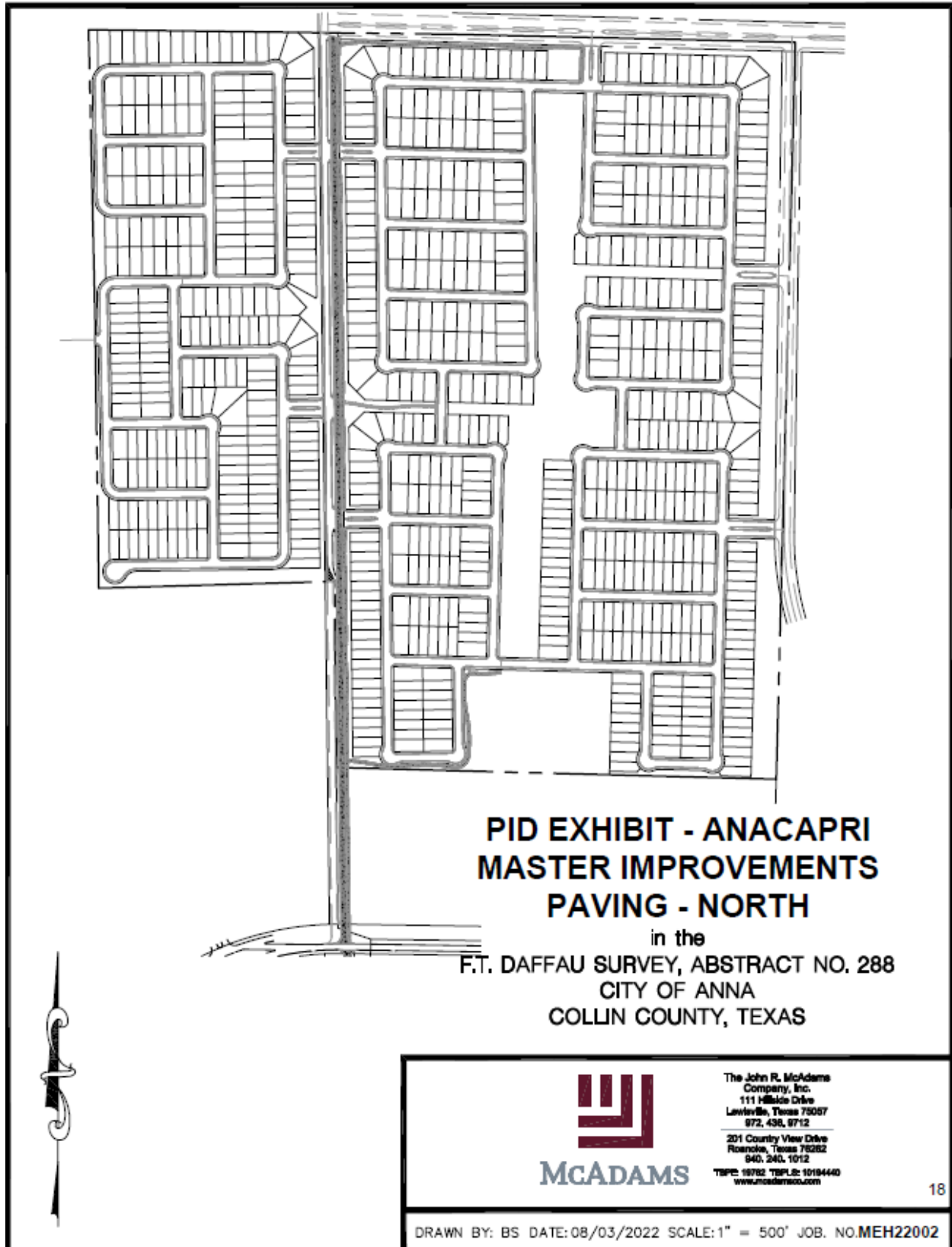
TSP# 18782 TSP# 10194440
www.mcadamsco.com

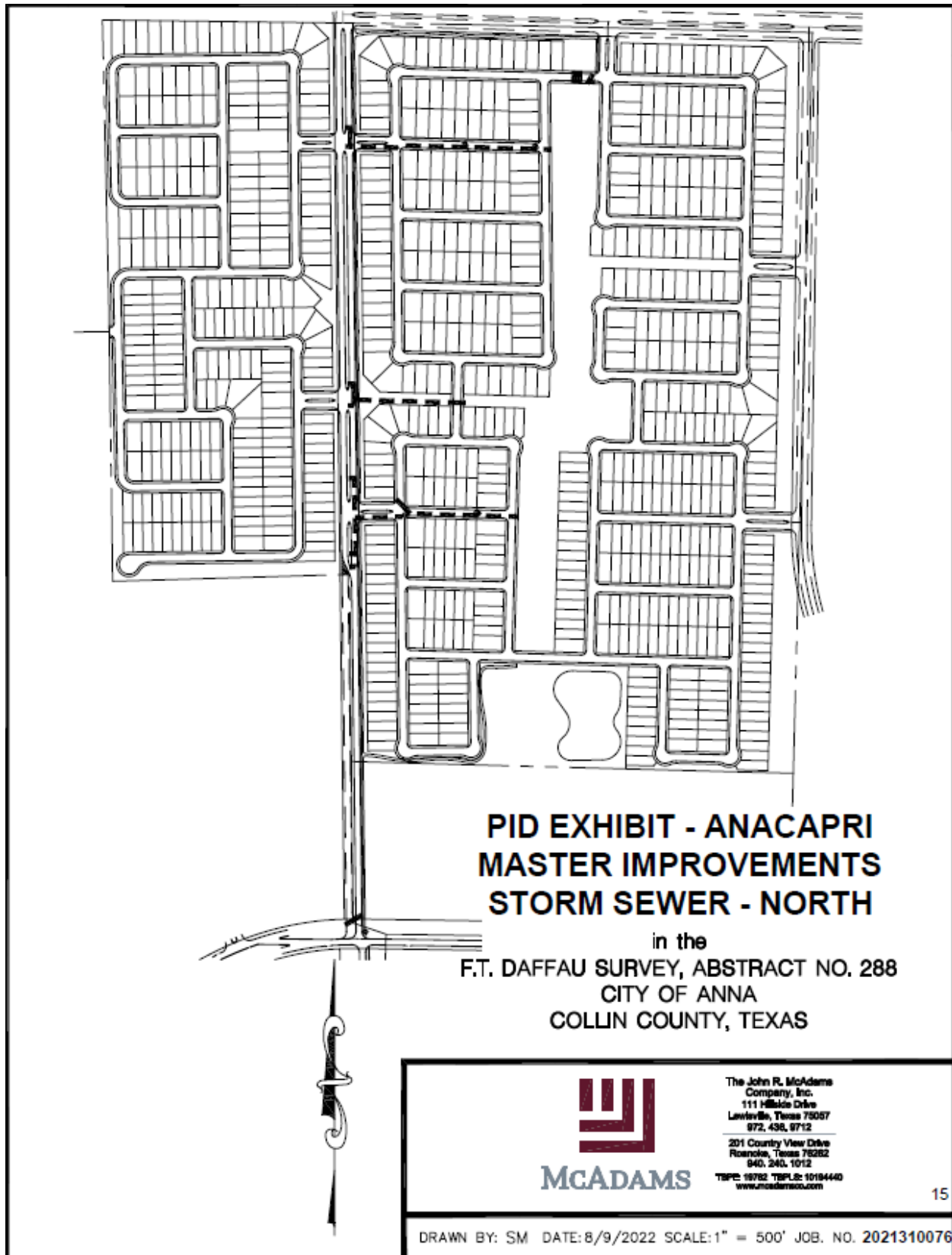
26

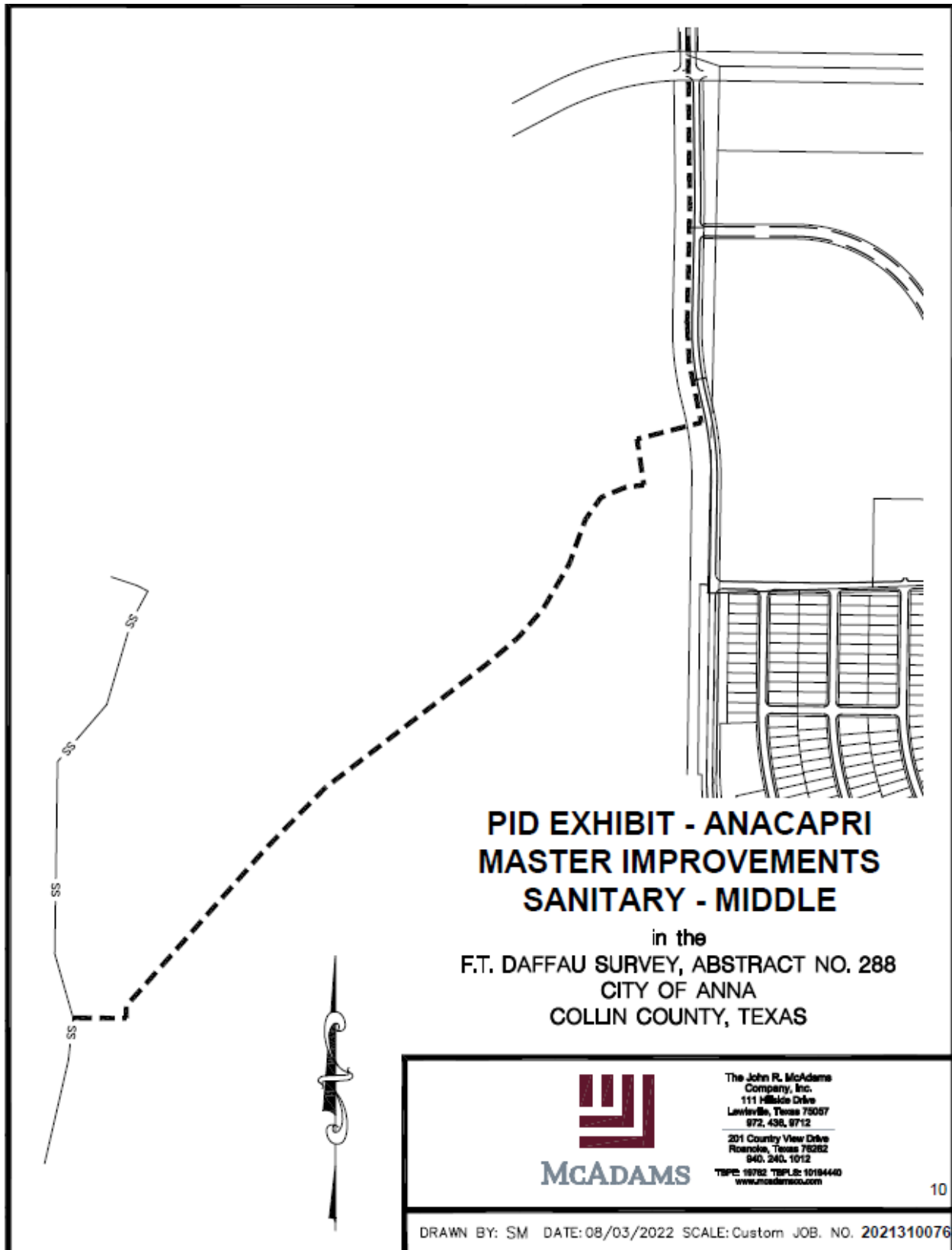
DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO2021310076

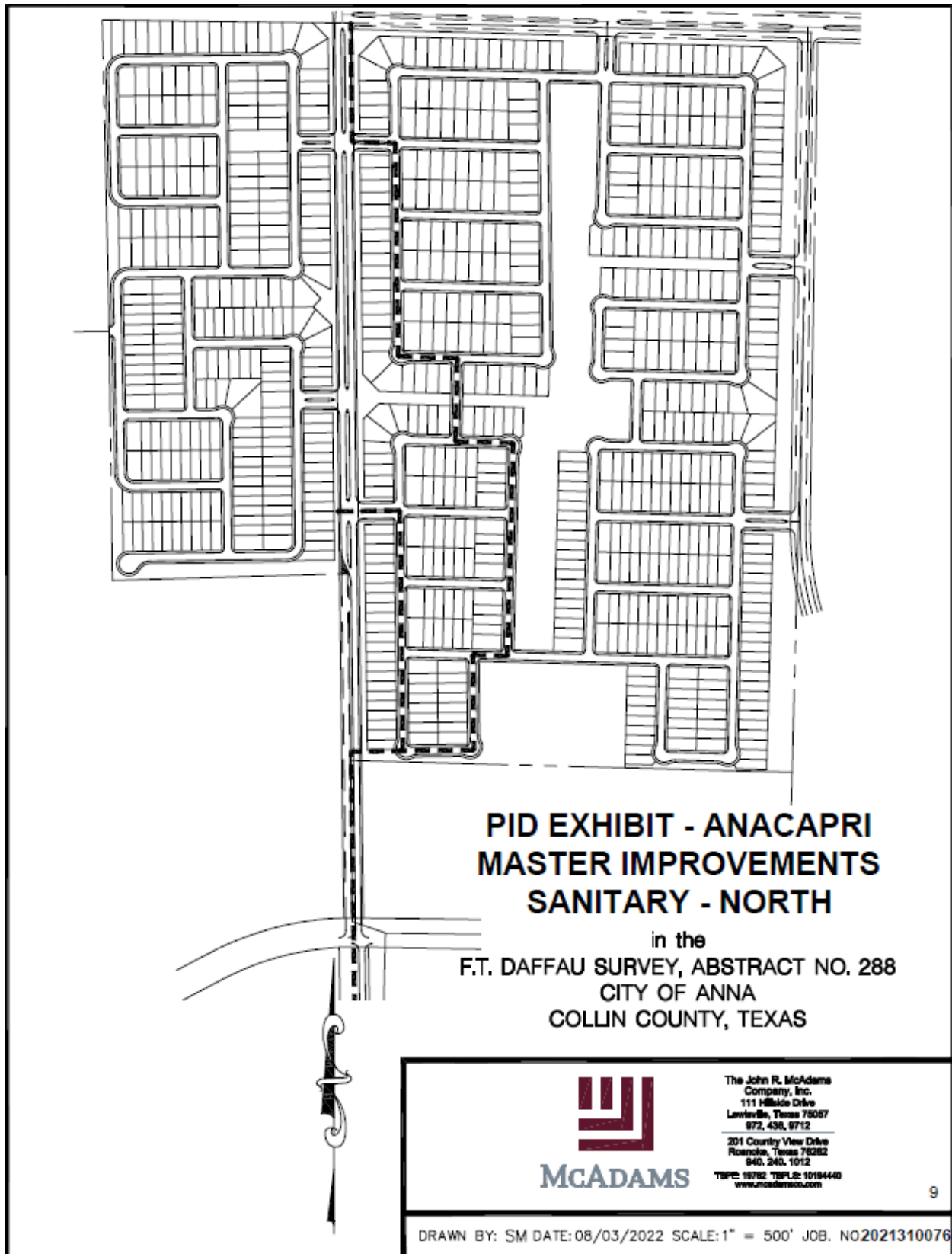
EXHIBIT I-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS











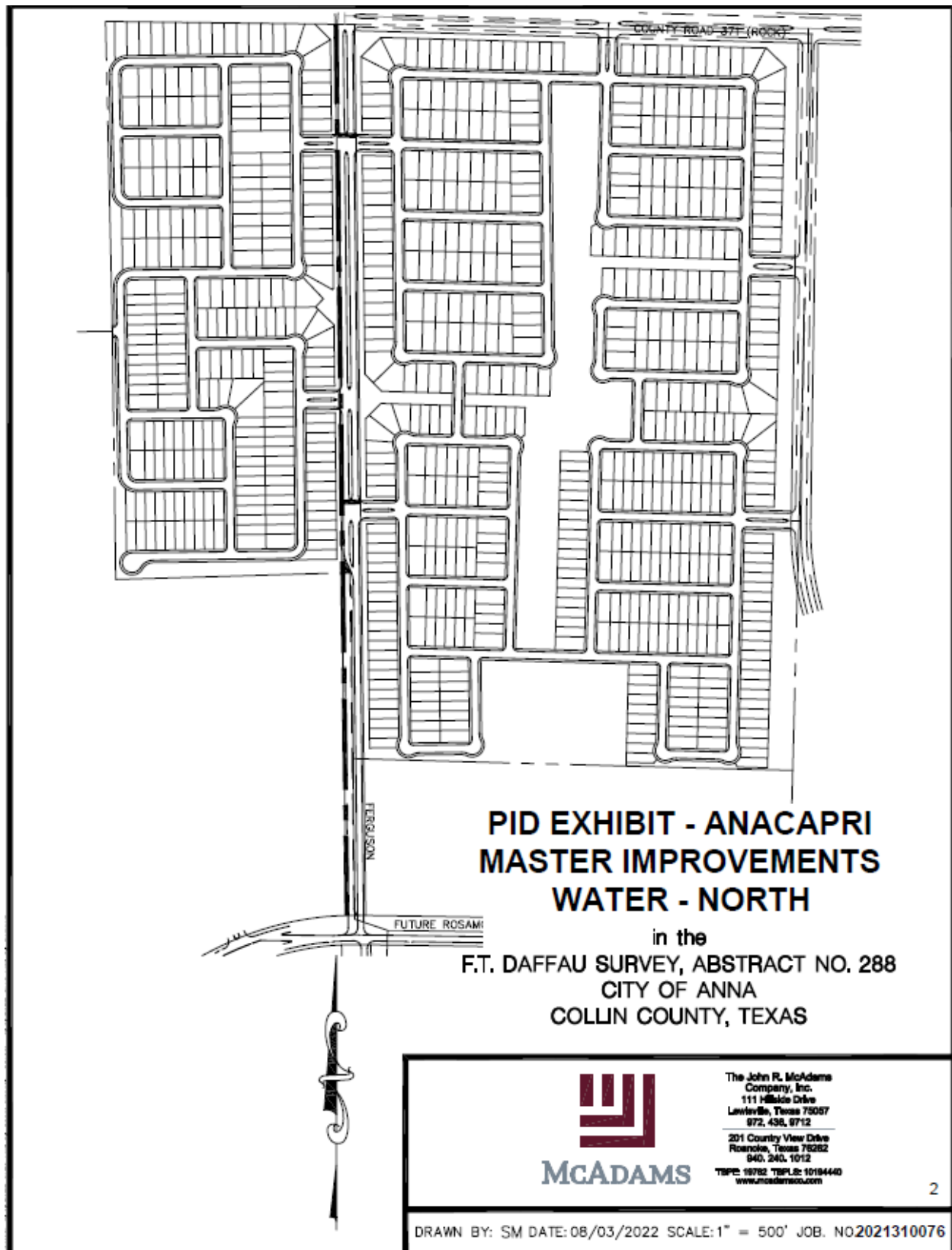
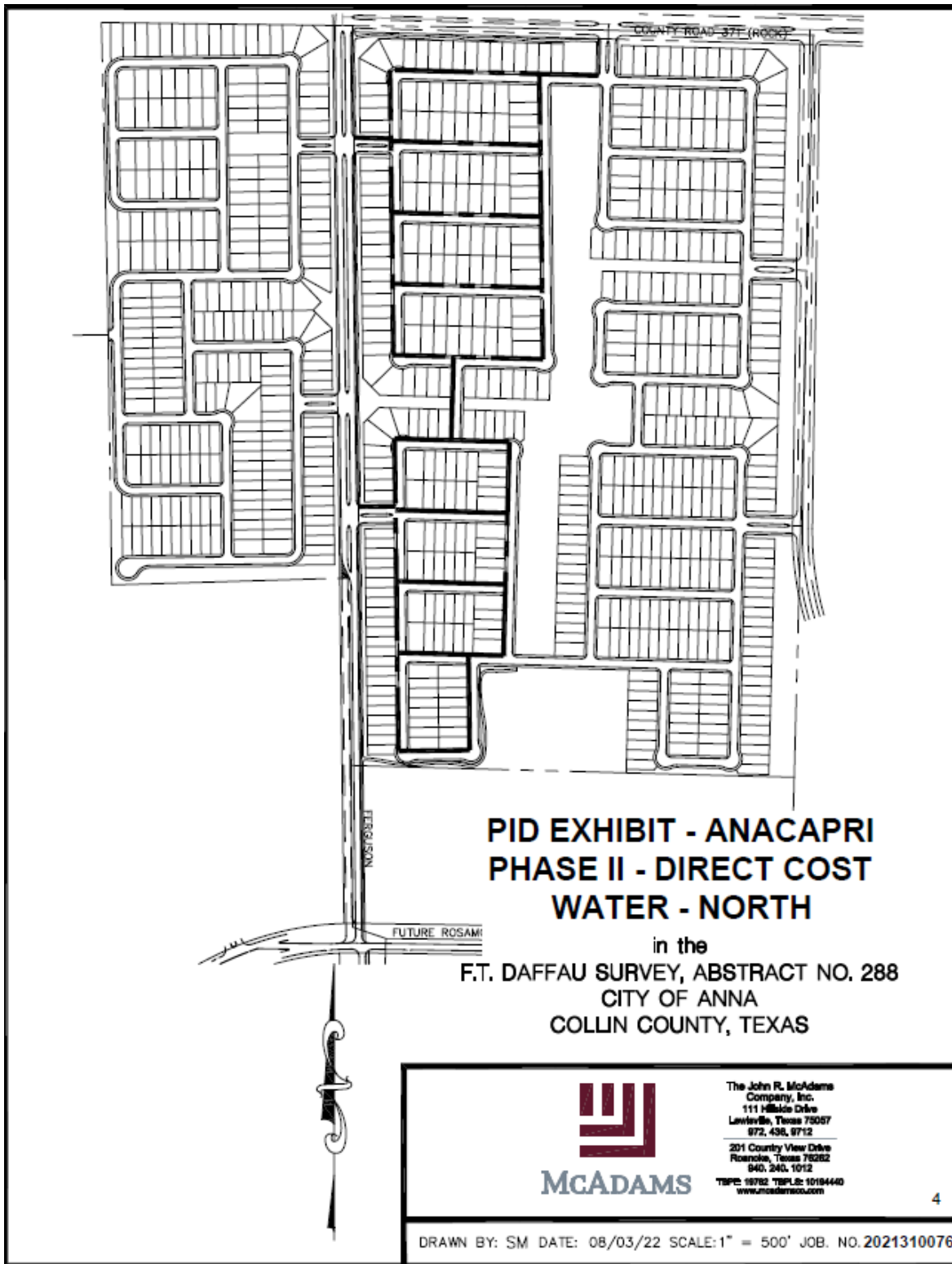
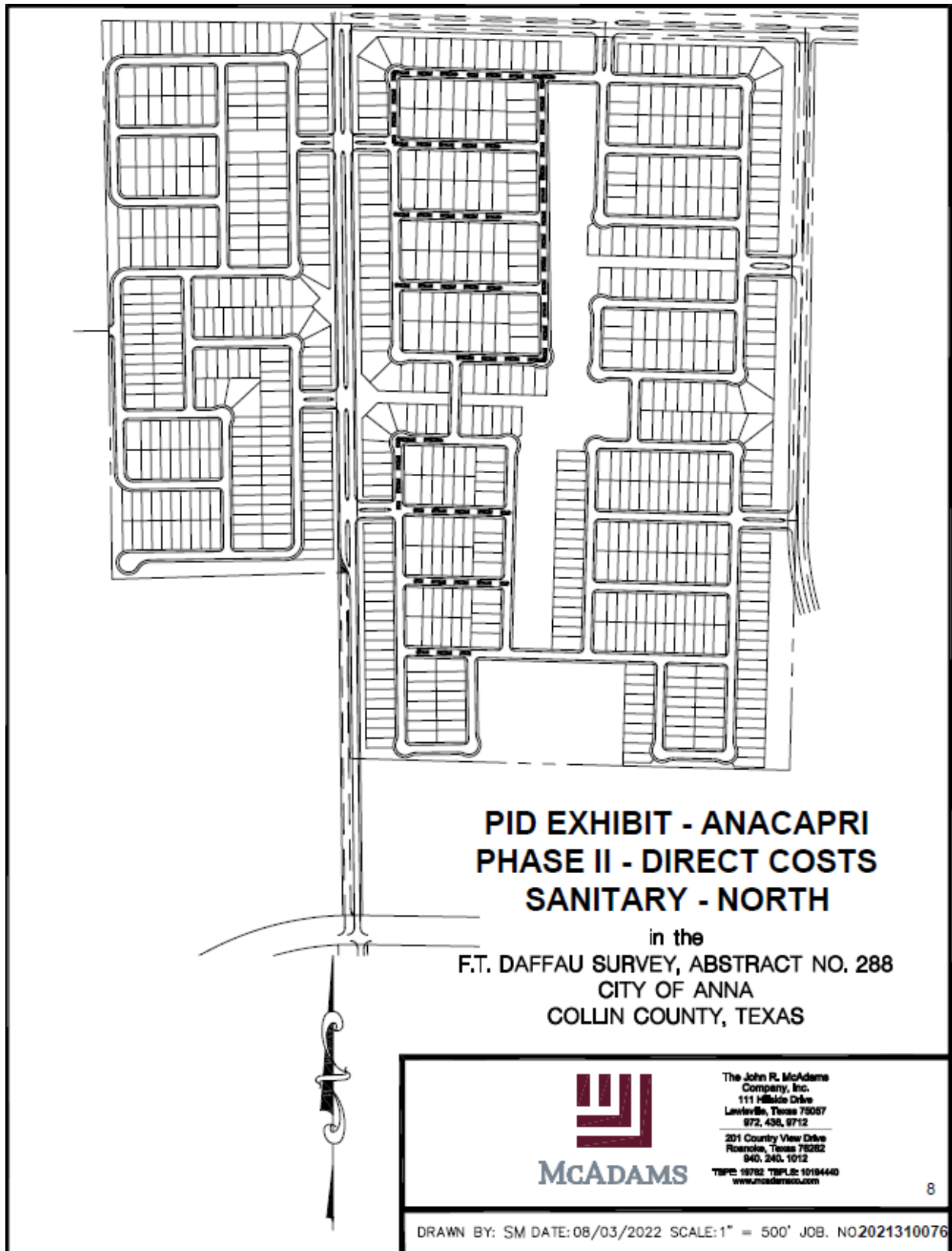
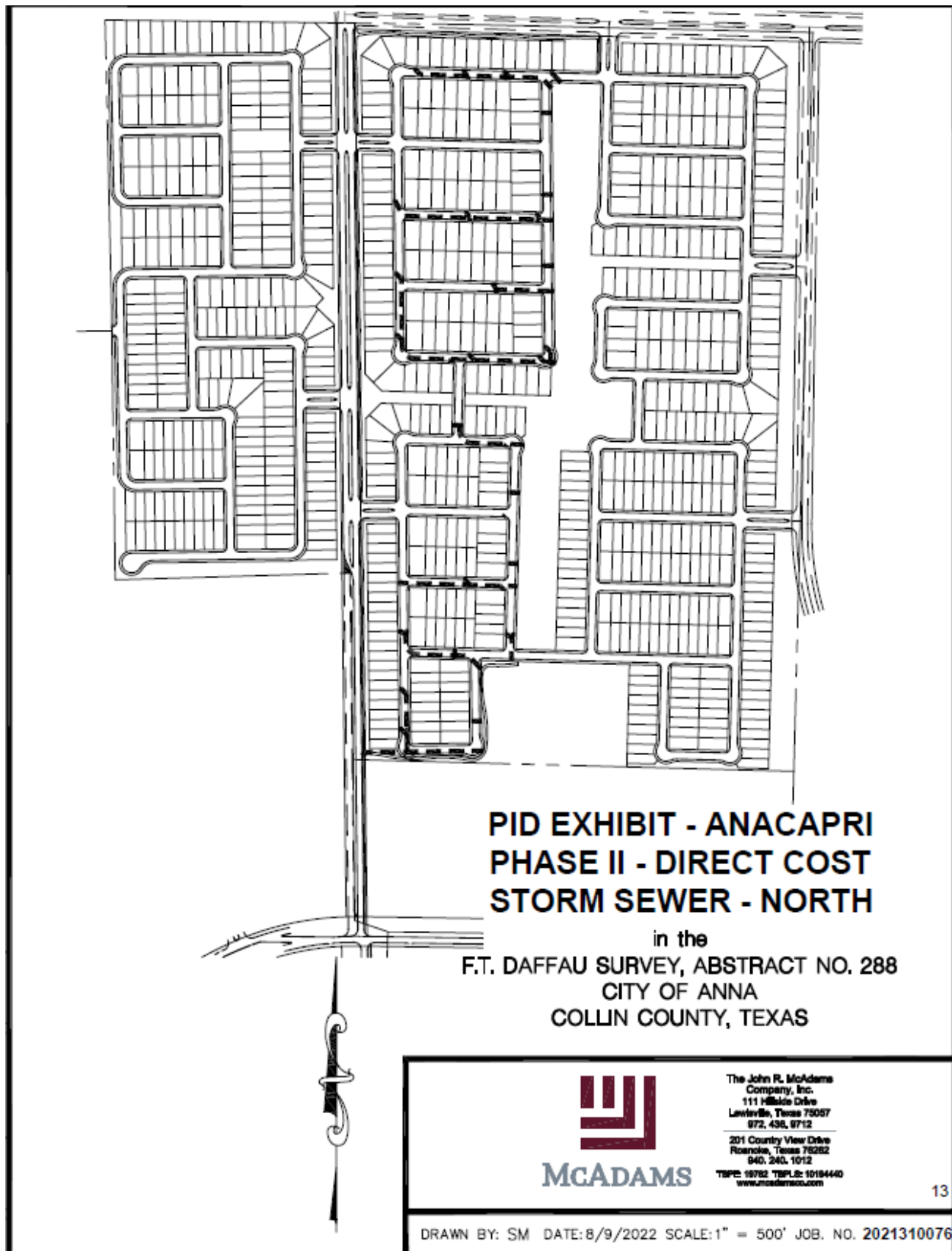


EXHIBIT I-3 – MAPS OF IMPROVEMENT AREA #2A IMPROVEMENTS







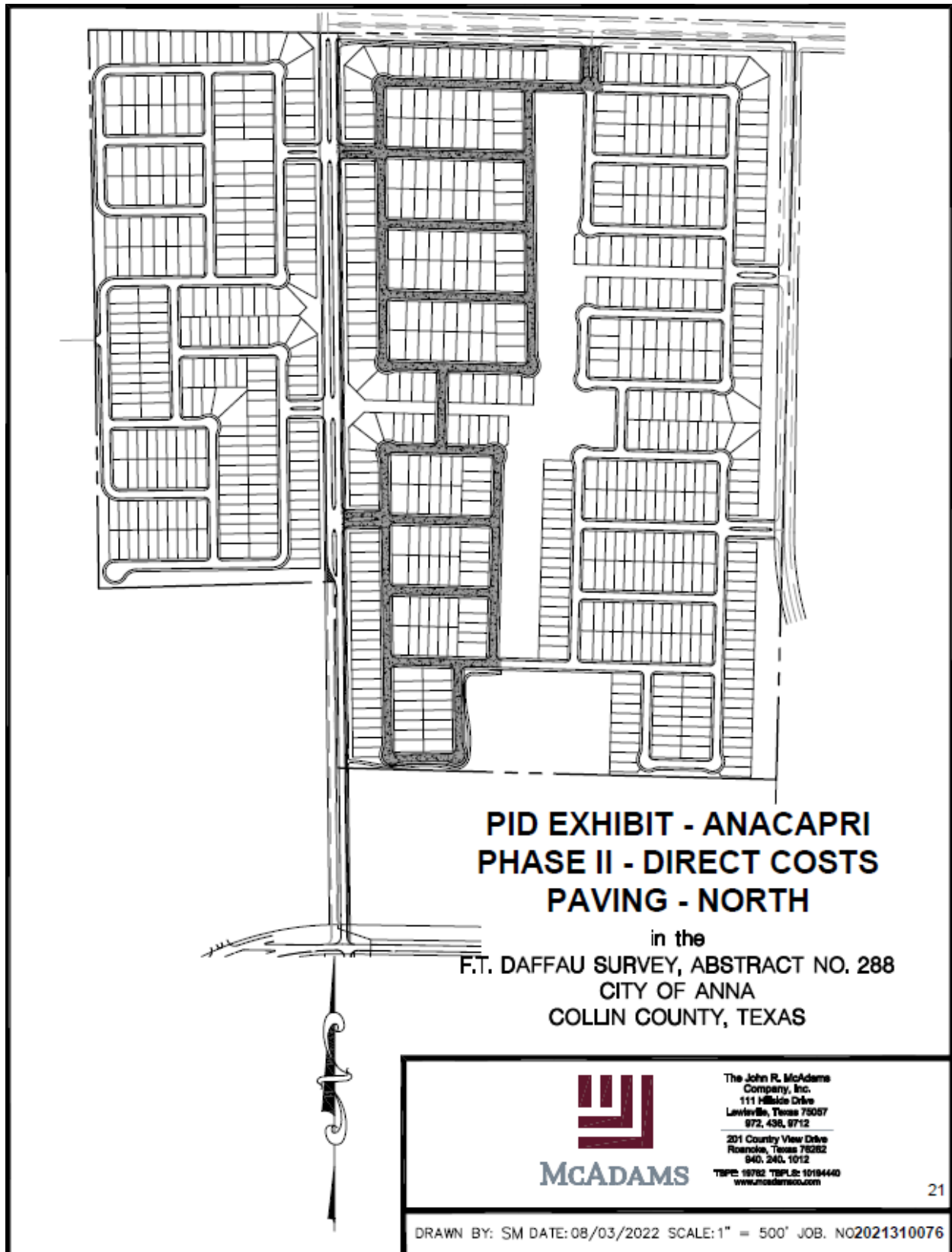


EXHIBIT J – FORM OF NOTICE OF PID ASSESSMENT TERMINATION



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

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

Re: City of Anna Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

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

City of Anna
Attn: City Secretary
120 W. 7th Street
Anna, TX 75409

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

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

**[City Secretary Name]
120 W. 7th Street
Anna, TX 75409**

**[City Secretary Name]
120 W. 7th Street
Anna, TX 75409**

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

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

RECITALS

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

WHEREAS, on April 12, 2022 the City Council of the City approved Resolution No. 2022-04-1140 creating the AnaCapri Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 279.554 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____. (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Collin County, TX; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Collin County, Texas (the "Property"); and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City/County hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

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

CITY OF ANNA, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT K-1 – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1 0.682 Ac

all that certain lot, tract or parcel of land, situated in the Martin Moore Survey, Abstract Number 649 Collin County, Texas, and being part of that certain tract of land described by deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750, Real Property Records, Collin County, Texas and being more particularly described as follows;
COMMENCING at a 5/8" capped rebar found stamped "LJA Surveying", at the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000076380, Real Property Records, Collin County, Texas, and being the northwest corner of a certain tract of land, described by deed to Oakwood Village Apartments Inc., recorded in Instrument Number 20171201001594200, Real Property Records, Collin County, Texas, and being in the south line of that certain tract of land described by deed to QJR Partnership LTD, recorded in Instrument Number 20020214000237330, Real Property Records, Collin County, Texas;
THENCE S 89°14'43" E, with the north line of said Oakwood Village Apartments tract, and the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found at the southeast corner thereof, and being on the west line of said Kayasa Holdings tract;
THENCE N 01°16'34" E, with the common line of said Kayasa Holdings tract, and said QJR tract, a distance of 745.53 feet to a point, from which a 5/8" capped rebar found at the northeast corner thereof bears N 01°16'34" E, a distance of 279.03 feet;
THENCE Southeasterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 14°39'56", an arc length of 322.51 feet, and whose chord bears S 06°26'13" E, a distance of 321.63 feet;
THENCE S 00°53'45" W, a distance of 460.27 feet to the common line of said Oakwood Village apartments tract, and said Kayasa Holdings tract;
THENCE with the common line of said Oakwood Village Apartments tract, and said Kayasa Holdings tract, the following:
 S 87°53'54" W, a distance of 46.30 feet to a 5/8" rebar found;
 N 01°16'34" E, a distance of 36.17 feet to the **POINT OF BEGINNING** and containing approximately 0.682 acres of land.



Tract 2
2.192 Ac

all that certain lot, tract or parcel of land, situated in the John Ellett Survey, Abstract Number 296, Collin County, Texas, and being part of that certain tract of land described by deed to QJR Partnership LTD, recorded in Instrument Number 20020214000237330, Real Property Records, Collin County, Texas and being more particularly described as follows:
BEGINNING at a 5/8" capped rebar found stamped "LJA Surveying", at the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000076380, Real Property Records, Collin County, Texas, and being the northwest corner of a certain tract of land, described by deed to Oakwood Village Apartments Inc., recorded in Instrument Number 20171201001594200, Real Property Records, Collin County, Texas, and being in the south line of said QJR tract;
THENCE N 88°54'18" W, with the south line of said QJR tract, and the north line of said Bloomfield tract, a distance of 40.12 feet;
THENCE Northwesterly, with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 15°38'20", and an arc length of 311.16 feet, whose chord bears N 06°55'26" W, 310.20 feet;
THENCE Northwesterly, with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 13°12'41", an arc length of 290.53 feet, whose chord bears N 08°08'15" W, 289.89 feet to the north line of said QJR tract, and the south line of that certain tract of land, described by deed to DR Horton-Texas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas;
THENCE N 89°23'38" E, with the north line of said QJR tract, and the south line of said DR Horton-Texas LTD, a distance of 120.02 feet, from which a 5/8" capped rebar found at the

southeast corner thereof, being the northeast corner of said QJR tract, and being on the west line of that certain tract of land described by deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750, Real Property Records, Collin County, Texas;
THENCE Southeasterly with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 13°06'50", an arc length of 260.93 feet, and whose chord bears S 08°11'11" E, a distance of 260.36 feet;
THENCE Southeasterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 00°58'25", an arc length of 21.41 feet, and whose chord bears S 14°15'23" E, a distance of 21.41 feet to the common line of said QJR tract and said Kayasa Holdings tract;
THENCE S 01°16'34" W, with the common line of said QJR tract and said Kayasa Holdings tract, a distance of 745.53 feet to the **POINT OF BEGINNING** and containing approximately 2.192 acres of land.



Tract 3
2.909 Ac

all that certain lot, tract or parcel of land, situated in the Eli W. Witt Survey, Abstract Number 997, Collin County, Texas and being part of that certain tract of land, described by deed to DR HortonTexas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas, and being more particularly described as follows:
COMMENCING at a 5/8" capped rebar found stamped "LJA Surveying", at the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000076380, Real Property Records, Collin County, Texas, and being the northwest corner of a certain tract of land, described by deed to Oakwood Village Apartments Inc., recorded in Instrument Number 20171201001594200, Real Property Records, Collin County, Texas, and being in the south line of that certain tract of land described by deed to QJR Partnership LTD, recorded in Instrument Number 20020214000237330, Real Property Records, Collin County, Texas;
THENCE S 89°14'43" E, with the north line of said Oakwood Village Apartments tract, and said

QJR tract, a distance of 33.88 feet to a 1" rebar found at the southeast corner thereof, and being on the west line of that certain tract of land described by deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750, Real Property Records, Collin County, Texas;

THENCE N 01°16'34" E, with the common line of said Kayasa tract, and said QJR tract, a distance of 1024.56 feet to a 5/8" capped rebar found at the northeast corner thereof, and being the southeast corner of said DR Horton-Texas tract;

THENCE S 89°23'38" W, with the common line of said QJR tract, and said DR Horton-Texas tract, a distance of 48.56 feet to the POINT OF BEGINNING;

THENCE S 89°23'38" W, with the common line of said QJR tract, and said DR Horton-Texas tract, a distance of 120.02 feet;

THENCE over, across and through said DR Horton-Texas tract the following:

Northwesterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 02°48'28", an arc length of 61.75 feet, and whose chord bears N 00°07'41" W, a

distance of 61.74 feet;

N 01°16'34", a distance of 478.02 feet;

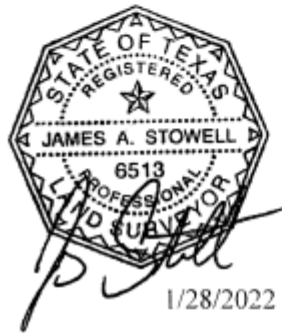
Northeasterly with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 01°59'08", an arc length of 39.51 feet, and whose chord bears N 00°17'00" E, a distance of 39.50 feet;

N 00°42'34" W, a distance of 475.25 feet;

Northeasterly with the arc of a curve to the right, having a radius of 1140.00 feet, a central angle of 03°35'22", an arc length of 71.42 feet, and whose chord bears N 89°04'31" E, a distance of

71.41 feet;

S 89°07'47" E, a distance of 48.61 feet, from which a 1/2" capped rebar found stamped "JBI" at an outer ell corner of said DR Horton-Texas tract bears N 49°15'11" E, a distance of 90.49 feet;
 S 00°42'34" E, a distance of 475.25 feet;
 Southwesterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 01°59'08", an arc length of 43.66 feet, and whose chord bears S 00°17'00" W, a distance of 43.66;
 S 01°16'34" W, a distance of 478.02 feet;
 Southeasterly with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 02°54'19", an arc length of 57.81 feet, and whose chord bears S 00°10'36" E, a distance of 57.80 feet to the **POINT OF BEGINNING** and containing approximately 2.909 acres of land.



LEGAL DESCRIPTION

Tract 4
0.590 Ac

BEING all that certain lot, tract or parcel of land, situated in the Eli W. Witt Survey, Abstract Number 997, Collin County, Texas and being part of that certain tract of land, described by deed Anna Texas Land Ltd, recorded in 20140718000750570, Real Property Records, Collin County, Texas and being more particularly described as follows:
BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anna Texas Land tract, and being on the east line of that certain tract of land, described by deed to DR Horton-Texas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas and being the southwest corner of that certain tract of land, described in deed to Anacapri Laguna Azure, LLC, recorded in 20210819001679920, Real Property Records, Collin County, Texas;

THENCE S 88°24'07" E, with the common line of aid Anna Texas Land tract, and said Anacapi Laguna Azure tract, a distance of 40.15 feet;

THENCE S 00°34'00" E, a distance of 641.93 feet;

THENCE N 89°07'47" W, a distance of 20.19 feet;

THENCE Northwesterly with the arc of a curve to the left, having a radius of 1260.00 feet, a central angle of 00°54'5", an arc length of 19.82 feet, and whose chord bears N 89°34'50" W, a distance of 19.82 feet to the common line of said Anna Texas Land tract, and said DR Horton-Texas tract, from which a 1/2" capped rebar found stamped "JBI" at a southwest corner of said Anna Texas Land tract bears S 00°34'00" E, a distance of 20.17 feet;

THENCE N 00°34'00" W, with the common line of said Anna Texas Land tract, and said DR Horton-Texas tract, a distance of 642.60 feet to the **POINT OF BEGINNING** and containing approximately 0.590 acres of land.



LEGAL DESCRIPTION

Tract 5

1.290 Ac

BEING all that certain lot, tract or parcel of land, situated in the Eli W. Witt Survey, Abstract Number

997, Collin County, Texas and being part of that certain tract of land, described by deed to DR HortonTexas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" on the east line of said DR Horton-Texas tract, and being the southwest corner of that certain tract of land, described in deed to Anacapi Laguna Azure, LLC, recorded in 20210819001679920, Real Property Records, Collin County, Texas, and being the northwest corner of that certain tract of land, described in deed to Anna Texas Land Ltd, recorded in 20140718000750570, Real Property Records, Collin County, Texas;

THENCE S 00°34'00" E, with the common line of said Anna Texas Land tract, and said DR Horton-Texas tract, a distance of 642.60 feet to a point, from which a 1/2" capped rebar found stamped "JBI" at the southwest corner of the aforementioned Anna Texas Land tract bears S

00°34'00" E, a distance of 20.17 feet;

THENCE Southwesterly with the arc of a curve to the left, having radius of 1260.00 feet, a central angle of 01°49'09", an arc length of 40.00 feet, and whose chord bears S 89°03'34" W, a distance of 40.00 feet;

THENCE N 00°34'00" W, a distance of 1404.42 feet to a north line of said DR Horton-Texas tract, and being on a southwest line of said Anacapri Laguna Azure tract;

THENCE N 88°20'56" E, with the common line of said DR Horton-Texas tract, and said Anacapri Laguna Azure tract, a distance of 40.01 feet, to a 1/2" capped rebar found at a northeasterly corner thereof;

THENCE S 00°34'00" E, with the common line of said DR Horton-Texas tract, and said Anacapri Laguna Azure tract, a distance of 762.32 feet to the **POINT OF BEGINNING** and containing approximately 1.290 acres of land.



PID LEGAL DESCRIPTION

97.716 Acres

Phase IA, IB, IC

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288,

Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to

Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas:

BEGINNING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by

plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas; **THENCE** S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas; **THENCE** S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West

Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1574.05 feet to a 1/2" capped rebar set stamped "McAdams" at the southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;

THENCE S 00°24'48" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 5, a distance of 868.25 feet to a 1/2" capped rebar found stamped "JBI" at the southeast corner of the aforementioned 111.666 acre tract, and being the southwest corner of a 40' right-of-way dedication, as shown on said West Crossing Phase 5, and being on the north line of Hackberry Drive as dedicated by plat of Avery Pointe Phase 1, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-454, Plat Records, Collin County, Texas;

THENCE N 89°08'24" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 988.77 feet to a 1/2" capped rebar found stamped "JBI" at the common south corner of said Two-J Partners tracts of land;

THENCE N 89°49'39" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 316.19 feet to a 1/2" capped rebar set stamped "McAdams", from which the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, bears N 88°49'39" W, a distance of 535.51 feet, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE over, across, and through said 111.666 acre tract, the following:

N 00°00'00" E, a distance of 398.32 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the left;

Northwesterly with the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 30°27'50", an arc length of 638.03 feet, and whose chord bears N 15°13'55" W, a distance of 630.55 feet to a 1/2" capped rebar set stamped "McAdams"; N 30°27'50" W, a distance of 391.27 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the right;

Northwesterly, with the arc of said curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", an arc length of 547.33 feet, and whose chord bears N 14°47'03" W, a

distance of 540.52 feet to a 1/2" capped rebar set stamped "McAdams";
S 89°26'24" W, a distance of 15.28 feet to the west line of said 111.666 acre tract and to the east line of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas;

THENCE N 00°33'36" E, with the west line of said 111.666 acre tract, and the east line of said QJR Partnership tract, a distance of 784.11 feet to a 5/8" capped rebar found stamped "LJA" at the northeast corner thereof, being the northwest corner of said 111.666 acre tract, and being on the south line of QJR Partnership tract recorded in Document Number 20020214000237330, Deed Records, Collin County, Texas;

THENCE S 89°14'43" E, with the north line of said 111.666 acre tract, and the south line of said QJR Partnership tract, a distance of 33.88 feet to a 1" rebar found, and being on the west line of that certain called 59.534 acre tract of land, described in deed to Jonic Investments, recorded in Instrument Number 20150605000666010, Official Public Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said 111.666 and the west line of said Jonic Investments tract, a distance of 36.17 feet to a 5/8" rebar found on the south line of said County Road 370;

THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Jonic Investments tract, passing at a distance of 680.35 feet, a 5/8" rebar found in said County Road 370, being the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the south line thereof, a total distance of 813.32 feet to a 5/8" rebar found in said County Road 370, from which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;

THENCE N 87°36'59" E with the south line of said City of Anna Tract, passing at 167.15 feet the southeast corner thereof, continuing with the south line of said Jonic Investments tract, a total distance of 472.80 feet to a 1/2" rebar found at the southeast corner thereof, being the southwest corner of said right-of-way dedication shown on Anna High School Addition;

THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the **POINT OF BEGINNING** and containing approximately 97.716 acres of land



PID LEGAL DESCRIPTION

179.573 Acres

Phase III

BEING all that certain lot, tract, or parcel of land, situated in the Eli W. Witt Survey, Abstract Number 997, and the S. E. Roberts Survey, Abstract Number 786, Collin County, Texas, and being all of that certain called 80.000 acre tract of land, described in deed to Anacapi Laguna Azure, LLC, recorded in Document Number 20210819001679940, Real Property Records, Collin County, Texas, and being all of that certain called 95.444 acre tract of land described in deed to Anacapi Laguna Azure, LLC, recorded in Document Number 20210819001679920, Real Property Records, Collin County, Texas, and being more particularly described as follows: **BEGINNING** at a PK Nail found in at the intersection of County Road No. 369, and County Road No. 371, and being the northwest corner of that certain tract of land described in deed to Howard J Cox et al, recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas; **THENCE** S 01°29'21" W, with the east line of said 80.000 acre tract, and with the approximate center of the abandoned county road 369, a distance of 3021.11 feet to a 1/2" rebar found (disturbed), and being the northeast corner of that certain tract of land, described in deed to Anna Texas Land, LTD, recorded in Document Number 20140718000750570, Real Property Records, Collin County, Texas; **THENCE** N 88°29'03" W, with the north line of said Anna Texas Land tract, and the south line of said 80.000 acre tract, passing at a distance of 1211.75 feet the southwest corner thereof, and being the southeast corner of said 95.444 acre tract, continuing with the south line thereof, a total distance of 1804.50 feet to a 1/2" capped rebar set stamped "MCADAMS" on the east line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 202102120000310470, Real Property Records, Collin County, Texas; **THENCE** with the common line of said 95.444 acre tract, and said DR Horton-Texas tract, the following:
 N 00°34'00" W, a distance of 762.32 feet to a 1/2" capped rebar found;
 S 88°20'56" W, a distance of 967.09 feet;
 N 00°46'28" W, a distance of 1103.04 feet;
 N 01°17'06" W, a distance of 1185.78 feet to a point in the approximate center of County Road 371;
THENCE S 89°17'15" E, with the north line of said 95.444 acre tract, and with said County Road 371, a distance of 1496.53 feet;
THENCE S 88°41'44" E, with said Country Road 371, and with the north line of said 95.444 acre tract of land, passing at a distance of 190.26 feet a PK nail found at the northeast corner thereof, and being the northwest corner of said 80.000 acre tract, and continuing with the north line thereof, a total distance of 591.09 feet to a PK Nail found;
THENCE S 88°38'19" E, with the north line of said 80.000 acre tract, and said County Road 371, a distance of 810.84 feet to the POINT OF BEGINNING and containing approximately 179.573

acres of land.



EXHIBIT K-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

LEGAL DESCRIPTION PHASE 1A

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas:

COMMENCING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1096.45 feet to a 1/2" capped rebar set stamped "McAdams" at the POINT OF BEGINNING;

THENCE S 00°27'59" W, with the west line of said West Crossing Phase 7, a distance of 477.60 feet to a 1/2" capped rebar set stamped "McAdams" at southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;

THENCE S 00°24'48" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 5, a distance of 868.25 feet to a 1/2" capped rebar found stamped "JBI" at the southeast corner of the aforementioned 111.666 acre tract, and being the southwest corner of a 40' right-of-way dedication, as shown on said West Crossing Phase 5, and being on the north line of Hackberry Drive as dedicated by plat of Avery Pointe Phase 1, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-454, Plat Records, Collin County, Texas;

THENCE N 89°08'24" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 988.77 feet to a 1/2" capped rebar found stamped "JBI" at the common south corner of said Two-J Partners tracts of land;

THENCE N 89°49'39" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 316.19 feet to a 1/2" capped rebar set stamped "McAdams", from which the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, bears N 88°49'39" W, a distance of 535.51 feet, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE over, across, and through said 111.666 acre tract, the following:

N 00°00'00" E, a distance of 398.32 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the left;

Northwesterly with the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 30°27'50", an arc length of 638.03 feet, and whose chord bears N 15°13'55" W, a distance of 630.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 30°27'50" W, a distance of 70.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 315.07 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 15.01 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 920.31 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams" at the point of curvature of a curve to the right;

Southeasterly with the arc of said curve to the right, having a radius of 825.00 feet, a central angle of 10°14'08", an arc length of 147.38 feet, and whose chord bears S 26°50'11" E, a distance of 147.18 feet to a 1/2" capped rebar set stamped "McAdams";

N 68°37'07" E, a distance of 204.22 feet to the POINT OF BEGINNING and containing approximately 44.177 acres of land.



**LEGAL DESCRIPTION
PHASE 1B**

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas and being part of that certain tract of land, described in deed to Rebecca Welch, recorded in Volume R, Page 560, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 800.27 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 140.01 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE N 31°31'27" W, a distance of 42.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 29°49'35" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 28°01'44" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 26°13'53" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 24°26'02" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 22°37'18" W, a distance of 43.63 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 20°48'29" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 18°58'39" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 17°09'05" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 15°19'30" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 13°29'56" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 11°40'21" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 10°02'24" W, a distance of 34.53 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 09°07'37" W, a distance of 9.30 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 08°01'12" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 06°11'38" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 04°37'45" W, a distance of 43.83 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 01°58'05" W, a distance of 58.50 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 01°01'36" W, a distance of 25.01 feet to a 1/2" capped rebar set stamped "McAdams";
 N 00°53'45" E, a distance of 494.84 feet to a 1/2" capped rebar set stamped "McAdams" to the north
 line of said 111.666 acre tract, and the south line of that certain tract of land, described in deed to
 Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750. Official Public Records,
 Collin County, Texas;
 THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Kayasa
 Holdings tract, passing at a distance of 303.60 feet, a 5/8" rebar found in said County Road 370, being
 the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of
 Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the
 south line thereof, a total distance of 436.56 feet to a 5/8" rebar found in said County Road 370, from
 which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;
 THENCE N 87°36'59" E with the south line of said City of Anna Tract, passing at 167.15 feet the
 southeast corner thereof, continuing with the south line of said Kayasa Holdings tract, a total distance of
 472.80 feet to a 1/2" rebar found at the southeast corner thereof, being the southwest corner of said
 right-of-way dedication shown on Anna High School Addition;

THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the POINT OF BEGINNING and containing approximately 38.822 acres of land.



**LEGAL DESCRIPTION
PHASE 1B
TRACT 2**

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas and being part of that certain tract of land, described in deed to Rebecca Welch, recorded in Volume R, Page 560, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 920.31 to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 15.01 feet to the POINT OF BEGINNING, being a 1/2" capped rebar set stamped "McAdams";

THENCE S 59°32'10" W, a distance of 50.02 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 133.23 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1545.00 feet, a central angle of 19°40'59", an arc length of 530.76 feet, and whose chord bears N 22°06'45" W, a distance of 528.16 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 77°43'44" W, a distance of 120.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1665.00 feet, a central angle of 4°27'41", an arc length of 129.65 feet, and whose chord bears S 14°30'06" E, a distance of 129.61 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 73°16'03" W, a distance of 72.92 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1110.00 feet, a central angle of 13°58'13", an arc length of 270.65 feet, and whose chord bears N 06°25'31" W, a distance of 269.98 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 00°33'36" E, a distance of 178.28 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 89°26'24" E, a distance of 28.69 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 88°08'20" E, a distance of 170.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1495.00 feet, a central angle of 30°05'35", an arc length of 785.21 feet, and whose chord bears S 16°54'27" E, a distance of 776.22 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 31°57'15" E, a distance of 134.53 feet to the POINT OF BEGINNING and containing approximately 2.387 Acres (103,970 Square Feet) of land.



**LEGAL DESCRIPTION
PHASE 1C**

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas, and being all of Lot 1x, Block S, Anacapi, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Document Number, Plat Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8" capped rebar found, at the northwest corner of said Oakwood tract, same being the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 2020011700007680, Deed Records, Collin County, Texas, and being in the south line of a certain tract of land, described by deed to QJR Partnership, LTD, recorded in Instrument Number 20020214000237330, Deed Records, Collin County, Texas;

THENCE S 89°14'43" E, with the north line of said Oakwood tract, same being the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found, at the southeast corner thereof, being in the north line of said Oakwood tract, same being the west line of a certain tract of land described by deed to Kayasa Holdings, LLC, recorded in Instrument Number 20190807000946750, Deed Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said oakwood tract, same being the west line of said kayasa tract, a distance of 36.17 feet to a 5/8" rebar found at the southwest corner thereof, and being in the north line of said oakwood tract;

THENCE N 87°53'54" E, with the north line of said Oakwood tract, and the south line of said Kayasa tract, a distance of 142.23 to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner of a certain called 0.773 acre Variable Width Right-of-way Dedication to the City of Anna, according to said Anacapi, Phase 1B, and being in the north line of said Oakwood tract;

THENCE with the west line of said Anacapi, Phase 1B the following 21 bearings and distances:

S 00°53'45" W, a distance of 460.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°01'36" E a distance of 25.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°58'05" E, a distance of 58.50 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 04°37'45" E, a distance of 43.83 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 06°11'38" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 08°01'12" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 09°07'37" E, a distance of 9.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 10°02'24" E, a distance of 34.53 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 11°40'21" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 13°29'56" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 15°19'30" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 17°09'05" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 18°58'39" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 20°48'29" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 22°37'18" E, a distance of 43.63 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 24°26'02" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 26°13'53" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 28°01'44" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 29°49'35" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°31'27" E, a distance of 42.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°57'15" E, a distance of 140.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southwest corner of Lot 1X, of said Anacapi, Phase 1B, and being in the north line of Capo Verde Drive (called Variable Width Right-of-way), according to plat of Anacapi Phase 1A, an

addition to the City of Anna, according to the plat thereof recorded in Instrument Number, Plat Records, Collin County, Texas;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, a distance of 120.04 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 31°57'15" W, with the north line of said Capo Verde Drive, a distance of 15.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Lot 1X;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, and the most southeasterly south line of said Lot 1X, passing the most southeasterly southwest corner thereof at a distance of 50.02 feet, passing the northeast intersection of said Capo Verde Drive and Ferguson Parkway at a distance of 255.08, continuing a total distance of 315.07 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 30°27'50" W, a distance of 320.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", and an arc length of 547.33 feet, whose chord bears N 14°47'03" W, 540.52 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 89°26'24" W, a distance of 15.28 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Oakwood tract, and being in the east line of said Bloomfield tract;

THENCE N 00°33'36" E, with the west line of said Oakwood tract, and the east line of said Bloomfield tract a distance of 784.11 feet to the POINT OF BEGINNING and containing approximately 14.717 acres of land.



EXHIBIT K-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

LEGAL DESCRIPTION

PHASE 2

66.262 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE N 88°38'19" W, with the north line of said 84.000 acre tract, and the south line of said Cox ETAL tract, and County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING being a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract the following twenty-six (26) calls:

S 01°34'27" W, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears S 02°08'03" E, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 57°31'46" W, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°29'20" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears S 25°56'05" W, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 11°44'24" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 43°25'33" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 78°15'36" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 75°06'42" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears S 50°47'40" W, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following five (5) calls:

N 88°25'33" W, passing the west line of said 84.000 acre tract, same being the east line of said 95.444 acre tract, continuing a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 00°42'34" E, a distance of 302.85' to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°01'25" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 44°17'26" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°35'53" W, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the easterly south line of said 95.444 acre tract, same being the north line of a certain tract of land described by deed to Anna Texas Land, LTD, recorded in Instrument Number 20140718000750570, Deed Records, Collin County, Texas, from which a 1/2" rebar found, at the southeast corner of said 95.444 acre tract, same being the southwest corner of said 84.000 acre tract, bears S 88°24'07" E, 126.55 feet;

THENCE N 88°24'07" W, with the easterly south line of said 95.444 acre tract, and the north line of said Anna Texas Land tract, a distance of 466.08 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the most easterly southwest corner of said 95.444 acre tract, same being the northwest corner of said Anna Texas Land tract, and being in the east line of a certain tract of land, described by deed to DR Horton-Texas, LTD, recorded in Instrument Number 20210212000310470, Deed Records, Collin County, Texas;

THENCE N 00°34'00" W, with the most southerly west line of said 95.444 acre tract, and being the most southerly east line of said DR Horton tract, a distance of 762.32 feet to a 1/2" capped rebar found (yellow cap) at the inner ell of said 95.444 acre tract, same being the most southerly northeast corner of said DR Horton tract;

THENCE S 88°20'56" W, with the most westerly south line of said 95.444 acre tract, and the most easterly north line of said DR Horton tract, a distance of 38.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set, stamped "MCADAMS" being in the north line of said 95.444 acre tract, and the south line of a certain tract of land, described by deed to Laura Collins, recorded in Instrument Number 19940310000236490, Deed Records, Collin County, Texas;

THENCE S 89°17'15" E, with the north line of said 95.44 acre tract, and the south line of said Laura Collins tract, and the south line of County Road 371, a distance of 554.53 to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Laura Collins tract, being in the north line of said 95.444 acre tract, being in County Road 371, and being the southwest corner of a called 60-foot right-of-way dedication to the City of Anna, recorded in Cabinet Q, Page 604, Plat Records, Collin County, Texas;

THENCE S 88°41'44" E, with the south line of said 60' ROW dedication, County Road 371, and the north line of said 95.444 acre tract, passing a PK Nail Found at the northeast corner thereof, same being the northwest corner of said 84.000 acre tract, at a distance of 190.26 feet, continuing with the north line thereof, passing the southeast corner of said 60' ROW dedication, same being the southwest corner of Bryant Farm Road, passing a PK Nail with shiner, stamped J.F. Smith 3700, at a distance of 587.18 feet, a continuing a total distance of 591.09 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Bryant Farm Road, same being the southwest corner of said Cox ETAL tract;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract and the south line of said Cox ETAL tract, a distance of 15.75 feet to the POINT OF BEGINNING and being approximately 66.262 acres of land.



LEGAL DESCRIPTION
Phase 3
48.585 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anacapri Laguna Azure tract, and being in County Road 371;

THENCE S 89°17'15" E, with the north line of said Anacapri Laguna Azure tract, and with the approximate center of Country Road 371, a distance of 941.99 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set stamped "MCADAMS" on a south line of said Anacapri Laguna Azure tract, from which a 1/2" capped rebar found at an inner elle corner thereof bears N 88°20'56" E, 38.41 feet;

THENCE S 88°20'56" W, with a south line of said Anacapri Laguna Azure tract, and a north line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 20210212000310470, Real Property Records, Collin County, Texas, a distance of 928.68 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°46'28" W, with the common line of said Anacapri Laguna Azure tract, and said DR Horton tract, a distance of 1103.04 feet to a 1/2" capped rebar set stamped "MCADAMS"

THENCE N 01°17'06" W, continuing with the common line thereof, a distance of 1185.78 feet to the POINT OF BEGINNING and containing approximately 48.585 acres of land.



**LEGAL DESCRIPTION
PHASE 4
64.604 ACRES**

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE S 01°29'20" W, with the east line of said Anacapri tract recorded in 20210819001679920, and with the west line of said Tract 1, passing the southwest corner thereof, being the northwest corner of that certain tract of land, described in deed to LGI Homes-Texas, LLC, recorded in Instrument Number 201908200001009780, Deed Records, Collin County, Texas, and continuing with the west line thereof, a total distance of 3021.11 feet to a 1/2" rebar found at the southwest corner of the aforementioned Anacapri tract;

THENCE N 88°29'03" W, with the south line of said Anacapri tract recorded in 20210819001679920, a distance of 1211.75 feet to a 1/2" rebar found at the southwest corner thereof, and being the southeast corner of said Anacapri tract recorded in 20210819001679940;

THENCE N 88°24'07" W, with the south line of said Anacapri tract, recorded in 20210819001679940, a distance of 126.55 feet;

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following:

N 01°35'53" E, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 44°17'26" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°01'25" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°42'34" W, a distance of 302.85' to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears N 50°47'40" E, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 75°06'42" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 78°15'36" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 43°25'33" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 11°44'24" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

EXHIBIT K-4 – IMPROVEMENT AREA #2A LEGAL DESCRIPTION

LEGAL DESCRIPTION

PHASE 2

66.262 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE N 88°38'19" W, with the north line of said 84.000 acre tract, and the south line of said Cox ETAL tract, and County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING being a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract the following twenty-six (26) calls:

S 01°34'27" W, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears S 02°08'03" E, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 57°31'46" W, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°29'20" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears S 25°56'05" W, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 11°44'24" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 43°25'33" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 78°15'36" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 75°06'42" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears S 50°47'40" W, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following five (5) calls:

N 88°25'33" W, passing the west line of said 84.000 acre tract, same being the east line of said 95.444 acre tract, continuing a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 00°42'34" E, a distance of 302.85' to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°01'25" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 44°17'26" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°35'53" W, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the easterly south line of said 95.444 acre tract, same being the north line of a certain tract of land described by deed to Anna Texas Land, LTD, recorded in Instrument Number 20140718000750570, Deed Records, Collin County, Texas, from which a 1/2" rebar found, at the southeast corner of said 95.444 acre tract, same being the southwest corner of said 84.000 acre tract, bears S 88°24'07" E, 126.55 feet;

THENCE N 88°24'07" W, with the easterly south line of said 95.444 acre tract, and the north line of said Anna Texas Land tract, a distance of 466.08 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the most easterly southwest corner of said 95.444 acre tract, same being the northwest corner of said Anna Texas Land tract, and being in the east line of a certain tract of land, described by deed to DR Horton-Texas, LTD, recorded in Instrument Number 20210212000310470, Deed Records, Collin County, Texas;

THENCE N 00°34'00" W, with the most southerly west line of said 95.444 acre tract, and being the most southerly east line of said DR Horton tract, a distance of 762.32 feet to a 1/2" capped rebar found (yellow cap) at the inner ell of said 95.444 acre tract, same being the most southerly northeast corner of said DR Horton tract;

THENCE S 88°20'56" W, with the most westerly south line of said 95.444 acre tract, and the most easterly north line of said DR Horton tract, a distance of 38.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set, stamped "MCADAMS" being in the north line of said 95.444 acre tract, and the south line of a certain tract of land, described by deed to Laura Collins, recorded in Instrument Number 19940310000236490, Deed Records, Collin County, Texas;

THENCE S 89°17'15" E, with the north line of said 95.44 acre tract, and the south line of said Laura Collins tract, and the south line of County Road 371, a distance of 554.53 to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Laura Collins tract, being in the north line of said 95.444 acre tract, being in County Road 371, and being the southwest corner of a called 60-foot right-of-way dedication to the City of Anna, recorded in Cabinet Q, Page 604, Plat Records, Collin County, Texas;

THENCE S 88°41'44" E, with the south line of said 60' ROW dedication, County Road 371, and the north line of said 95.444 acre tract, passing a PK Nail Found at the northeast corner thereof, same being the northwest corner of said 84.000 acre tract, at a distance of 190.26 feet, continuing with the north line thereof, passing the southeast corner of said 60' ROW dedication, same being the southwest corner of Bryant Farm Road, passing a PK Nail with shiner, stamped J.F. Smith 3700, at a distance of 587.18 feet, a continuing a total distance of 591.09 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Bryant Farm Road, same being the southwest corner of said Cox ETAL tract;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract and the south line of said Cox ETAL tract, a distance of 15.75 feet to the POINT OF BEGINNING and being approximately 66.262 acres of land.



EXHIBIT K-5 – IMPROVEMENT AREA #2 - REMAINDER PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

Phase 3

48.585 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anacapri Laguna Azure tract, and being in County Road 371;

THENCE S 89°17'15" E, with the north line of said Anacapri Laguna Azure tract, and with the approximate center of Country Road 371, a distance of 941.99 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set stamped "MCADAMS" on a south line of said Anacapri Laguna Azure tract, from which a 1/2" capped rebar found at an inner elle corner thereof bears N 88°20'56" E, 38.41 feet;

THENCE S 88°20'56" W, with a south line of said Anacapri Laguna Azure tract, and a north line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 20210212000310470, Real Property Records, Collin County, Texas, a distance of 928.68 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°46'28" W, with the common line of said Anacapri Laguna Azure tract, and said DR Horton tract, a distance of 1103.04 feet to a 1/2" capped rebar set stamped "MCADAMS"

THENCE N 01°17'06" W, continuing with the common line thereof, a distance of 1185.78 feet to the POINT OF BEGINNING and containing approximately 48.585 acres of land.



**LEGAL DESCRIPTION
PHASE 4
64.604 ACRES**

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE S 01°29'20" W, with the east line of said Anacapri tract recorded in 20210819001679920, and with the west line of said Tract 1, passing the southwest corner thereof, being the northwest corner of that certain tract of land, described in deed to LGI Homes-Texas, LLC, recorded in Instrument Number 201908200001009780, Deed Records, Collin County, Texas, and continuing with the west line thereof, a total distance of 3021.11 feet to a 1/2" rebar found at the southwest corner of the aforementioned Anacapri tract;

THENCE N 88°29'03" W, with the south line of said Anacapri tract recorded in 20210819001679920, a distance of 1211.75 feet to a 1/2" rebar found at the southwest corner thereof, and being the southeast corner of said Anacapri tract recorded in 20210819001679940;

THENCE N 88°24'07" W, with the south line of said Anacapri tract, recorded in 20210819001679940, a distance of 126.55 feet;

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following:

N 01°35'53" E, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 44°17'26" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°01'25" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°42'34" W, a distance of 302.85' to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears N 50°47'40" E, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 75°06'42" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 78°15'36" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 43°25'33" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 11°44'24" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of $101^{\circ}58'39''$, and an arc length of 88.99 feet, whose chord bears $N 25^{\circ}56'05'' E$, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

$N 01^{\circ}34'27'' E$, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$S 88^{\circ}25'33'' E$, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$N 01^{\circ}29'20'' E$, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$N 88^{\circ}25'33'' W$, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$N 01^{\circ}34'27'' E$, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$N 57^{\circ}31'46'' E$, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of $60^{\circ}40'22''$, and an arc length of 52.95 feet, whose chord bears $N 02^{\circ}08'03'' W$, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of $26^{\circ}37'41''$, and an arc length of 23.24 feet, whose chord bears $N 14^{\circ}53'18'' E$, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

$N 01^{\circ}34'27'' E$, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$S 88^{\circ}25'33'' E$, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

$N 01^{\circ}34'27'' E$, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS" to the north line of said 84.000 acre tract, and being in said County Road 371;

THENCE $S 88^{\circ}38'19'' E$, with the north line of said 84.000 acre tract, and with said County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING and containing approximately 64.604 acres of land.



APPENDIX A – ENGINEER’S REPORT

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Engineer's Report
for
AnaCapri Phases I, II, III & IV
City of Anna; Collin County, Texas
August 9, 2022

Prepared for:

OWNER/DEVELOPER: ANACAPRI LAGUNA AZURE, LLC.
2101 CEDAR SPRINGS ROAD, SUITE 700; DALLAS, TEXAS 75201

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
2111 Country View Drive • Roanoke, TX 76262 • P: 972.436.9712 • F: 972.436.9715

DATE: August 9, 2022

ENGINEER: The John R. McAdams Company, Inc.
c/o Mr. Matthew G. St. Marie, P.E.
111 Hillside Drive
Lewisville, TX 75057
469-312-0419

OWNER/DEVELOPER: AnaCapri Laguna Azure, LLC.
2101 Cedar Springs, Suite 700
Dallas, Texas 75201

INTRODUCTION:

The Project, known as AnaCapri, is a proposed single family residential development located within the City of Anna, Collin County, Texas with a proposed approximate build out of 1,235 lots as depicted herein on Exhibit "A". The total residential property is 279.554 acres to be developed across 4 phases. The purpose of this report is to present the backup documentation for the PID and the creation and execution of the PID by the City of Anna to finance the Public Infrastructure necessary to serve the Project. Excavation, Water, Wastewater, Storm Sewer, Paving, Erosion Control and Hardscape / Landscape / Irrigation Improvements are all PID Authorized Improvements within the Project.

PROJECT PHASING:

Phase I is made up of 3 separate sub-phases, Phases IA, IB and IC. Phase IA is 44.177 acres, Phase IB is 41.209 acres and Phase IC is 14.717 acres, for a total of 100.103 acres. Phase IA contains 191 single family residential lots, Phase IB – 205 lots and Phase IC – 62 lots, for a total of 458 single family residential lots. Refer to Exhibit "A".

Phase II is made of a single tract of land totaling 66.262 acres and contains 237 single family residential lots. This is combined with Phase I for the initial PID bond sale. Refer to Exhibit "A".

The intent is for Phases I & II to be initially developed with one direct bond and one master improvement bond sale, to be funded with the development of these phases

Phase III is anticipated to be a single tract of land totaling 48.585 acres and contains 249 single family residential lots. Refer to Exhibit "A". This is a future phase and the budgets will be updated when developed.

Phase IV is anticipated to be a single tract of land totaling 64.604 acres and contains 291 single family residential lots. Refer to Exhibit "A". This is a future phase and the budgets will be updated when developed.

ALL INCLUSIVE OPINION OF PROBABLE COST AND PID SUMMARY BUDGET:

An all-inclusive Engineer's Preliminary Opinion of Probable Cost has been prepared for all phases and additionally contains a PID Summary Budget for the PID Authorized Improvements. The PID Summary Budget is broken out between PID Direct and PID MI Improvements for Phases I and II and Phases III & IV are all shown as PID Direct and all are herein included as Exhibit "B".

PID AUTHORIZED IMPROVEMENTS IDENTIFIED AND DEFINED:

Excavation, Water, Wastewater, Storm Sewer, Paving, Erosion Control and Hardscape / Landscape / Irrigation Improvements have been identified for both Direct and Master Improvements and are shown in the PID Summary budget. The PID eligible items include all erosion control (construction entrances, silt fence, etc.). Exhibits "C-J" depict the PID Direct and PID Master Improvements for the initial bond offering

In Phases I & II, the PID Master Improvements includes Water, Wastewater and Storm Sewer, one half of a four-lane divided Roadway (Ferguson Parkway) along the western boundary of Phase IA and IC and continuing north past Rosamond Parkway up to and adjacent to Phase II, terminating at CR 371 at the north end of Phase II, one half of a four-lane divided Roadway (Hackberry Drive) along the southern boundary of Phase IA, all of a two lane Collector Street (Cape Verde Drive) separating Phase IA with Phases IB and IC, the reconstruction of the sub-standard roadway along the North boundary of Phase IB and IC (Rollins Road). The City of Anna's Master Throughfare Plan shows the four-lane divided Roadways to be required for the single family development. The number of vehicle trips generated from the single family development necessitates this Roadway.

The water mains are also required to serve the demand and pressures necessary for fire flow based on the number of single-family residential lots to be served within the project.

The sanitary sewer main is sized based on slopes that are necessary to provide sewer service to all the single-family lots within the Project. This includes an extension of a sanitary sewer main line from the southwest of Phase I, continue northeast to Ferguson and then along Ferguson to the south limits of Phase II and then through Phase II to serve future phases.

From an engineering standpoint all the above stated PID Master Improvements are necessary to serve the Single-Family Development only and were not oversized due to the Laguna or Multi-Family sites within the Project.

ANTICIPATED DEVELOPMENT AND CONSTRUCTION SCHEDULE:

The Zoning, Preliminary Plat, Development Agreement for AnaCapri Phase I, II, III & IV have been prepared, submitted and final approval has been received from the Anna City

Council. The Final Plats for AnaCapri Phase I and II have been prepared, submitted and final approval has been received from the Anna City Council. The zoning for Phases 3 and 4 has been prepared, submitted and final approval has been received from the Anna City Council.

AnaCapri Phase IA is currently under development and excavation has been substantially completed on the 191 lots. Public utilities are substantially complete. Paving operations are expected to begin in mid-August 2022. An anticipated overall Project completion date is the fourth quarter of 2022.

AnaCapri Phase IB is currently under development and excavation has been substantially completed on the 205 lots. Public utilities are currently being installed. An anticipated overall Project completion date is the fourth quarter of 2022.

AnaCapri Phase IC is currently under development and excavation has begun on the 62 lots and is approximately halfway completed. Public utilities will be starting late third quarter to early fourth quarter of 2022 and the anticipated overall Project completion date is the first quarter of 2023.

AnaCapri Phase II engineering construction plans have been submitted to the City of Anna for review with an anticipated approval date of October 2022. Construction is anticipated to begin in September 2022 with an anticipated completion date of August 2023.

All of the above phases are anticipated to be funded through the first issuance of direct and master improvement bonds sales

AnaCapri Phase III Final Plat and construction plans are anticipated to be prepared and approved by in the first or second quarter of 2023. Construction is anticipated to begin in the summer of 2023 with an anticipated completion date of the summer of 2024.

AnaCapri Phase IV Final Plat and construction plans are anticipated to be prepared and approved by in the first quarter of 2024. Construction is anticipated to begin in the fourth quarter of 2024 or first quarter of 2025 with an anticipated completion date of the fourth quarter of 2025.

FIELD NOTES AND EXHIBITS BY PHASE:

Field Notes and Exhibits for Phase I – Three Tracts, Phase II – One Tract, Phase III – One Tract and Phase 4 – One Tract are depicted herein on Exhibits “G-I.”

TABLE OF EXHIBITS:

EXHIBIT "A"	----	OVERALL PHASING EXHIBIT
EXHIBIT "B"	----	PID AUTHORIZED ESTIMATE OF PROBABLE COST
EXHIBIT "C"	----	PHASE I & II WATER DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "D"	----	PHASE I & II SANITARY SEWER DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "E"	----	PHASE I & II DRAINAGE DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "F"	----	PHASE I & II ROADWAY DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "G"	----	PHASE I & II LANDSCAPE MASTER IMPROVEMENTS
EXHIBIT "H"	----	PHASE IA – FIELD NOTES AND EXHIBIT
EXHIBIT "I"	----	PHASE IB – FIELD NOTES AND EXHIBIT
EXHIBIT "J"	----	PHASE IC – FIELD NOTES AND EXHIBIT
EXHIBIT "K"	----	PHASE II – FIELD NOTES AND EXHIBIT
EXHIBIT "L"	----	PHASE III – FIELD NOTES AND EXHIBIT
EXHIBIT "M"	----	PHASE IV – FIELD NOTES AND EXHIBIT

EXHIBIT "A"
OVERALL PHASING EXHIBIT



EXHIBIT "B"

PID AUTHORIZED ESTIMATE OF PROBABLE COST

ANACAPRI - ANNA
FINANCIAL SUMMARY
 2016-2017

PROJECT DESCRIPTION	PHASE 1				PHASE 2				TOTAL PROJECT				TOTAL PROJECT	TOTAL PROJECT
	CONSTRUCTION	OPERATION	MAINTENANCE	TOTAL	CONSTRUCTION	OPERATION	MAINTENANCE	TOTAL	CONSTRUCTION	OPERATION	MAINTENANCE	TOTAL		
PHASE 1: CONSTRUCTION	1,000,000	0	0	1,000,000	0	0	0	0	1,000,000	0	0	0	1,000,000	1,000,000
PHASE 2: OPERATION	0	1,000,000	0	1,000,000	0	1,000,000	0	1,000,000	0	1,000,000	0	1,000,000	1,000,000	2,000,000
PHASE 3: MAINTENANCE	0	0	1,000,000	1,000,000	0	0	1,000,000	1,000,000	0	0	1,000,000	1,000,000	1,000,000	3,000,000
TOTAL PROJECT COST	1,000,000	1,000,000	1,000,000	3,000,000	0	1,000,000	1,000,000	2,000,000	1,000,000	1,000,000	1,000,000	3,000,000	3,000,000	6,000,000
PHASE 1: CONSTRUCTION	1,000,000	0	0	1,000,000	0	0	0	0	1,000,000	0	0	0	1,000,000	1,000,000
PHASE 2: OPERATION	0	1,000,000	0	1,000,000	0	1,000,000	0	1,000,000	0	1,000,000	0	1,000,000	1,000,000	2,000,000
PHASE 3: MAINTENANCE	0	0	1,000,000	1,000,000	0	0	1,000,000	1,000,000	0	0	1,000,000	1,000,000	1,000,000	3,000,000
TOTAL PROJECT COST	1,000,000	1,000,000	1,000,000	3,000,000	0	1,000,000	1,000,000	2,000,000	1,000,000	1,000,000	1,000,000	3,000,000	3,000,000	6,000,000

1. PHASE 1: CONSTRUCTION

2. PHASE 2: OPERATION

3. PHASE 3: MAINTENANCE

4. TOTAL PROJECT COST

5. PHASE 1: CONSTRUCTION

6. PHASE 2: OPERATION

7. PHASE 3: MAINTENANCE

8. TOTAL PROJECT COST

9. PHASE 1: CONSTRUCTION

10. PHASE 2: OPERATION

11. PHASE 3: MAINTENANCE

12. TOTAL PROJECT COST

13. PHASE 1: CONSTRUCTION

14. PHASE 2: OPERATION

15. PHASE 3: MAINTENANCE

16. TOTAL PROJECT COST

17. PHASE 1: CONSTRUCTION

18. PHASE 2: OPERATION

19. PHASE 3: MAINTENANCE

20. TOTAL PROJECT COST

ANACAPRI - ANNA

PID SUMMARY

8/4/2022

	PHASE 1		PHASE 2		FUTURE PHASES
	PHASE 1 IMPROVEMENTS		PHASE 2 IMPROVEMENTS		FUTURE PHASES IMPROVEMENTS
PHASE 1 IMPROVEMENTS	PID DIRECT	PID MI	PID DIRECT	PID MI	PID DIRECT
ROADWAY IMPROVEMENTS	4,903,533	5,118,660	3,142,405	1,711,323	7,602,453
WATER SYSTEMS	1,369,122	996,078	951,000	593,437	2,751,846
SANITARY SEWER	1,647,746	0	767,152	2,478,104	2,193,420
STORM SEWER	2,080,155	532,140	841,928	1,413,844	2,856,798
SITE FENCING / RETAINING WALLS / LANDSCAPE	65,614	1,585,160	592,355	1,165,155	1,009,236
SOFT COSTS	2,346,388	1,252,353	1,564,349	819,658	2,423,248
TOTAL CONSTRUCTION COST	10,716,959	7,487,491	8,536,083	7,669,507	19,361,927
	PID DIRECT	PID MI			
PHASE 1 AND 2 - CONSTRUCTION COST	19,553,043	14,857,198			

ANACAPRI - ANNA

MASTER TRUNK SEWER BUDGET

8/1/2022

	OFFSITE TRUNK SEWER A	OFFSITE TRUNK SEWER B	NORTH TRUNK SEWER C	TOTALS	
MISCELLANEOUS COST - ENGINEERING, CONSULTING, CITY FEE	145,195	49,176	54,327	163,503	
EXCAVATION AND EROSION CONTROL	18,620	15,995	6,700	23,695	
WATER SYSTEMS	0	0	0	0	
SANITARY SEWER	1,297,128	433,675	294,800	728,476	
STORM SEWER	0	0	0	0	
PAVING	0	0	0	0	
SITE FENCING / RETAINING WALLS / LANDSCAPE	0	0	0	0	
DRY UTILITIES	0	0	0	0	
SUB-TOTAL CONSTRUCTION COST	1,460,943	498,846	355,827	854,673	
10% CONTINGENCY	146,094	49,885	35,583	85,467	
TOTAL CONSTRUCTION COST	1,607,037	548,731	391,410	940,141	
PHASE 1	CONSTRUCTION COST			0	
PHASE 2	CONSTRUCTION COST	1,607,037	548,731	391,410	2,547,178
FUTURE PHASES	CONSTRUCTION COST			0	
ALL PHASES	CONSTRUCTION COST	1,607,037	548,731	391,410	2,547,178

**ANACAPRI - ANNA
PHASE 1A - BUDGET
3/4/2022**

ENGINEERING CONSULTING AND FEES

ITEM#	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	NO. DECIMAL	PHONE	REMARK
1	GENERAL ENGINEERING AND SUPERVISION	LS	1.00	\$ 2,000.00	\$ 2,000.00	2	20	\$ 2,000.00
2	LAND ACQUISITION EXPENSES	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
3	PERMITS AND FEES	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
4	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
5	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
6	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
7	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
8	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
9	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
10	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
11	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
12	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
13	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
14	CONSTRUCTION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
TOTAL - ENGINEERING CONSULTING AND FEES					\$ 10,000.00	\$ 10,000.00	20	\$ 10,000.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM#	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	NO. DECIMAL	PHONE	REMARK
1	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
2	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
3	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
4	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
5	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
6	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
7	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
8	EXCAVATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
TOTAL - EXCAVATION					\$ 8,000.00	\$ 8,000.00	20	\$ 8,000.00

EROSION CONTROL

ITEM#	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	NO. DECIMAL	PHONE	REMARK
1	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
2	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
3	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
4	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
5	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
6	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
7	EROSION CONTROL	LS	1.00	\$ 1,000.00	\$ 1,000.00	2	20	\$ 1,000.00
TOTAL - EROSION CONTROL					\$ 7,000.00	\$ 7,000.00	20	\$ 7,000.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY Ordered	UNIT PRICE	TOTAL PRICE	TAX AMOUNT	PRIME	NET TOTAL
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№	Имя файла	Размер	Дата	Время	Статус	Действие
1	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
2	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
3	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
4	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
5	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
6	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
7	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
8	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
9	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
10	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
11	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
12	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
13	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
14	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
15	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
16	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
17	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
18	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
19	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
20	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
21	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
22	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
23	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
24	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить
25	Имя файла	100 КБ	2020-01-01	10:00:00	Успешно	Удалить

2000-2001, 2002-2003, 2004-2005

DELTA	fun, wt, e	NO, DELTA	fun	wt	e
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

[illegible]

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107.9128 80.0157 100 0.00

[illegible]

SOURCE: STEVEN J. STERN, DIRECTOR

2015-10-20	51,640,021.00	10.00	50.00
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TOTAL RELATIVES

[illegible]

19576

[illegible]

TOTAL SUPPLY

	2019年12月31日	2018年12月31日	2017年12月31日	2016年12月31日
流动资产	5,130.35	4,243.52	4,340.51	3,938.88

STRENGTHING RETAILER CAPABILITIES THROUGH APT

[illegible]

7000 - THE PINCH/ LITANY/ WALK/ DOORS/

	510,000.00	510,000.00	510,000.00	510,000.00
DEBIT	510,000.00	510,000.00	510,000.00	510,000.00

DRY HILL (1993)

[illegible]

2022-2023 UTILITIES

2010年	2011年	2012年	2013年	2014年
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MULTI-KERNEL TABLES

ITEM#	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DE DEBIT	DEBIT	CREDIT
1	CONCRETE PAVEMENT	sq. yd.	45,000.00	\$80.00	\$3,600,000.00			

J. R. KELTUS

中国工商银行	中国建设银行	中国交通银行	中国光大银行
中国民生银行	中国农村合作银行	中国城市合作银行	中国农村信用合作社

**ANACAPRI - ANNA
PITASE 1B BUDGET
2012-2013**

ENGINEERING, CONSULTING, AND FEES

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIARY	PER ME	PER FE
1	PROFESSIONAL FEE - PRELIMINARY DESIGN	1	1	250.00	250.00	0.00	0.00	0.00
2	PROFESSIONAL FEE - DESIGN	1	1	1.00	1.00	0.00	0.00	0.00
3	DESIGN FEE	%	7%	52,725,262.50	52,725,262.50	0.00	0.00	0.00
4	PER DIARY	1	1	1.00	1.00	0.00	0.00	0.00
5	PROFESSIONAL FEE - CONSTRUCTION	1	1	1.00	1.00	0.00	0.00	0.00
6	PROFESSIONAL FEE - FINAL	1	1	1.00	1.00	0.00	0.00	0.00
7	TOTAL	%	7%	52,725,262.50	52,725,262.50	0.00	0.00	0.00

TOTAL - ENGINEERING, CONSULTING, AND FEES

TOTAL	52,725,262.50	0.00	0.00	0.00
PER DIARY	0.00	0.00	0.00	0.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIARY	PER ME	PER FE
1	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00
2	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00
3	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00
4	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00
5	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00
6	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00
7	EXCAVATION - EXCAVATION	EA	1	500.00	500.00	0.00	0.00	0.00

TOTAL - EXCAVATION - EXCAVATION

TOTAL	500.00	0.00	0.00	0.00
PER DIARY	0.00	0.00	0.00	0.00

EROSION CONTROL

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIARY	PER ME	PER FE
1	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00
2	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00
3	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00
4	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00
5	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00
6	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00
7	EROSION CONTROL	EA	1	500.00	500.00	0.00	0.00	0.00

TOTAL - EROSION CONTROL

TOTAL	500.00	0.00	0.00	0.00
PER DIARY	0.00	0.00	0.00	0.00

TIME (s)	CONCENTRATION	DETECT	ESTIMATED CONCENTRATION	DETECT	DETECT	DETECT	DETECT	DETECT
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1	WATER SUPPLY SYSTEM	60200	7	500000	200000	200000	200000	200000
2	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
3	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
4	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
5	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
6	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
7	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
8	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
9	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
10	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
11	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
12	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
13	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
14	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
15	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
16	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
17	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
18	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
19	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000
20	WATER SUPPLY SYSTEM	60200	1	500000	200000	200000	200000	200000

	OH 180A	175426	III	211
201.00	2.99			

1	2016年度の事業活動による利益の計算	2016年	1	5,500,000	5,500,000	100.00	5,500	5,500
2	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
3	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
4	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
5	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
6	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
7	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
8	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
9	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500
10	2016年度の経常活動による利益の計算	2016年	6	5,500,000	5,500,000	100.00	5,500	5,500

017/0031 150,150 01 311 311

[illegible]

51.0442.45	51.0442.46	50.00	50.00
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[illegible]

SITE FENCING • RETAINING WALLS • EROSION CONTROL

TOTAL - STANDING / RETURNING VALUE	101,201.00	10,254.25	111,455.25	111,455.25
14/01/2019	101,201.00			
	101,201.00	10,254.25		

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	NO. OF BOX	PER M	PGF PER
1	PORTLAND CEMENT	TGT	50.0	10.00	500.0	20.00	500.0	500.0
2	SAND	TGT	50.0	10.00	500.0	20.00	500.0	500.0
3	STEEL REINFORCE	KG	22	10.00	220.0	20.00	500.0	500.0
4	CONCRETE CURB	M	20.00	10.00	200.0	10.00	500.0	500.0

ROLLBACK TAXES

2024-25 UTILITIES	578,600.00	58.00	50.00	1,520.00
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日期 2007.11	43.684 35.105	W = 0.6 0.56 50	0.607 507 4
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**ANACAPRI - ANNA
PHASE 1C - BUDGET
8/4/2022**

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENT	RD MS	RD FEE
1	PROFESSIONAL ENGINEERING AND SURVEYING	LCT	27	\$ 1111.10	\$ 29,999.70	\$ 100.00%	1	\$ 29,999.70
2	CONSTRUCTION MANAGEMENT	LCT	22	\$ 1,500.00	\$ 33,000.00	\$ 100.00%	1	\$ 33,000.00
3	PERMITS, FEES, AND TAXES	LCT	0	\$ 1,000.00	\$ -	\$ -	1	\$ -
4	INTERVIEW FEES	LCT	455	\$12.000000	\$ 5,460.00	\$ 100.00%	1	\$ 5,460.00
5	TRAVEL AND MEALS	LCT	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00%	1	\$ 1,000.00
6	TRAVEL	LCT	25	\$ -	\$ -	\$ -	1	\$ -
7	TRAVEL AND MEALS	LCT	0	\$ 1,000.00	\$ -	\$ -	1	\$ -
8	TRAVEL AND MEALS	LCT	22	\$ 400.00	\$ 8,800.00	\$ 100.00%	1	\$ 8,800.00
9	TRAVEL - ENVIRONMENTAL	LCT	0	\$ 1,000.00	\$ -	\$ -	1	\$ -
10	PRELIMINARY SURVEYING	LCT	0	\$ 1,500.00	\$ -	\$ -	1	\$ -
11	PRELIMINARY SURVEYING	LCT	22	\$ 100.00	\$ 2,200.00	\$ 100.00%	1	\$ 2,200.00
12	TRAVEL	LCT	25	\$1,440.0000	\$ 36,000.00	\$ 100.00%	1	\$ 36,000.00
13	TRAVEL AND MEALS	LCT	1	\$ -	\$ -	\$ -	1	\$ -
14	TRAVEL AND MEALS	LCT	1	\$ 45,000.00	\$ 45,000.00	\$ 100.00%	1	\$ 45,000.00
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$201,460.70	\$201,460.70	\$100.00%	\$201,460.70
TOTAL:					\$201,460.70	\$201,460.70	\$100.00%	\$201,460.70

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENT	RD MS	RD FEE
1	EXCAVATION - GENERAL	EA	1	\$1,000.00	\$1,000.00	\$100.00%	1	\$1,000.00
2	EXCAVATION - GENERAL	EA	144	\$2,000.00	\$2,880.00	\$100.00%	1	\$2,880.00
3	EXCAVATION - GENERAL	EA	12,000	\$1.00	\$12,000.00	\$100.00%	1	\$12,000.00
4	EXCAVATION - GENERAL - OVEREXCAVATION	LCT	22	\$100.00	\$2,200.00	\$100.00%	1	\$2,200.00
5	EXCAVATION - GENERAL	LCT	25	\$100.00	\$2,500.00	\$100.00%	1	\$2,500.00
6	EXCAVATION - GENERAL	LCT	25	\$1,000.00	\$25,000.00	\$100.00%	1	\$25,000.00
7	EXCAVATION - GENERAL	LCT	22	\$1,000.00	\$22,000.00	\$100.00%	1	\$22,000.00
TOTAL - EXCAVATION AND SITE PREPARATION:					\$65,580.00	\$65,580.00	\$100.00%	\$65,580.00
TOTAL:					\$65,580.00	\$65,580.00	\$100.00%	\$65,580.00

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENT	RD MS	RD FEE
1	EROSION CONTROL	EA	1,000	\$1.00	\$1,000.00	\$100.00%	1	\$1,000.00
2	EROSION CONTROL	EA	22	\$1,000.00	\$22,000.00	\$100.00%	1	\$22,000.00
3	EROSION CONTROL - SPECIAL	EA	1,000	\$1,000.00	\$1,000.00	\$100.00%	1	\$1,000.00
4	EROSION CONTROL	EA	22	\$1,000.00	\$22,000.00	\$100.00%	1	\$22,000.00
5	EROSION CONTROL	EA	1	\$1,000.00	\$1,000.00	\$100.00%	1	\$1,000.00
6	EROSION CONTROL	EA	22	\$1,000.00	\$22,000.00	\$100.00%	1	\$22,000.00
TOTAL - EROSION CONTROL:					\$68,000.00	\$68,000.00	\$100.00%	\$68,000.00
TOTAL:					\$68,000.00	\$68,000.00	\$100.00%	\$68,000.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PER FOOT	DATE	NOTED
ESTIMATE - WATER SYSTEM								
1	1" PVC Water Main with Installation	LF	2,112	\$4.10	\$8,659.20	\$4.10	05/02	12/00
2	1" PVC Valve	EA/25	1	\$1,250.00	\$1,250.00	\$1,250.00	05/02	12/00
16	One-Touch Assembly	EA/25	1	\$7,500.00	\$7,500.00	\$7,500.00	05/02	05/00
17	Cast Iron Fittings	TON	5	\$4,500.00	\$22,500.00	\$4,500.00	05/02	05/00
18	Manhole Boring	CY	5	\$200.00	\$1,000.00	\$200.00	05/02	05/00
19	Water Service	EA/25	12	\$300.00	\$3,600.00	\$300.00	05/02	05/00
20	Water	CF	2,112	\$0.50	\$1,056.00	\$0.50	05/02	05/00
21	PERMITS & SAFETY	CF	2,112	\$0.50	\$1,056.00	\$0.50	05/02	05/00
22	SALES TAX (6.5% TOTAL)	LF	25	\$12,144.00	\$12,648.00	\$12,648.00	05/02	05/00
GRAND TOTAL (WATER) - WATER SYSTEM					\$482,800.67	\$482,800.67	05/02	05/00
PER FOOT					\$228.85			
ESTIMATE - SANITARY SYSTEM								
2	4" Ductile Iron Pipe with Installation	EA/25	1	\$1,100.00	\$1,100.00	\$1,100.00	05/02	05/00
16	Section "A" to "B" 4" Ductile Iron	CF	2,112	\$0.25	\$528.00	\$0.25	05/02	05/00
17	Section "A" to "B" 4" Ductile Iron	LF	2,112	\$0.00	\$0.00	\$0.00	05/02	05/00
18	1" PVC 800.00 Gravity Sanitary Sewer Main	LF	2,112	\$40.00	\$84,480.00	\$40.00	05/02	05/00
19	1" PVC 800.00 Gravity Sanitary Sewer Main	EA/25	12	\$350.00	\$4,200.00	\$350.00	05/02	05/00
20	SALES TAX (6.5% TOTAL)	LF	25	\$12,144.00	\$12,648.00	\$12,648.00	05/02	05/00
GRAND TOTAL (WATER) - SANITARY SYSTEM					\$102,856.00	\$102,856.00	05/02	05/00
PER FOOT					\$48.70			
ESTIMATE - OTHER SYSTEMS								
1	1" Cast Iron 800.00	CF	2,112	\$0.00	\$0.00	\$0.00	05/02	05/00
23	PERMITS & SAFETY	CF	2,112	\$0.00	\$0.00	\$0.00	05/02	05/00
24	SALES TAX (6.5% TOTAL)	LF	25	\$12,144.00	\$12,648.00	\$12,648.00	05/02	05/00
GRAND TOTAL (WATER) - OTHER SYSTEMS					\$12,648.00	\$12,648.00	05/02	05/00
PER FOOT					\$0.60			
TOTAL PROJECT TOTALS					\$697,304.67	\$697,304.67	05/02	05/00
PER FOOT					\$33.00			

PAYING

ITEM NO	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE	HT DEDUCT	NET WT	NET WT
2	Concrete Base Form - 4' x 10' x 6" w/ 2" Steel Studs	LT	9	42.00	378.00	\$0.00	3.00	3.00
3	Concrete Base Form - 4' x 10' x 6" w/ 2" Steel Studs	LT	1,997	33.35	\$66,615.95	\$50,000.00	\$16,615.95	\$16,615.95
4	2" x 10' x 6" Steel Studs	LT	8,783	3.35	\$29,443.05	\$29,443.05	\$0.00	\$0.00
5	2" x 10' x 6" Steel Studs	LT	100	110.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00
6	2" x 10' x 6" Steel Studs	LT	6	2,000.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00
7	4" Wide Concrete Base Form (2000' x 2)	LT	1,200	6.00	\$7,200.00	\$0.00	\$7,200.00	\$7,200.00
8	4" Wide Concrete Base Form (2000' x 2)	LT	12,100	8.00	\$96,800.00	\$0.00	\$96,800.00	\$96,800.00
9	4" Wide Concrete Base Form (2000' x 2)	LT	25	39.00	\$975.00	\$0.00	\$975.00	\$975.00

TOTAL PAID 1500

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in

SITE FENCING : RETAINING WALLS : LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	ALT PRICE	REMARK	NOTES
1	GRASS PLANTER	SQ	1	125,000.00	125,000.00	30.25	\$125,000.00	1200
2	STEERING WALL - BRICK/CONCRETE WALL	LF	1,712	125.00	\$214,000.00	30.25	\$214,000.00	1200
4	GRASS COVER	EA	2	\$2,250.00	\$4,500.00	30.25	\$4,500.00	1200
5	LANDSCAPE LIGHTING DIMMER	BT	100,000.00	\$7.00	\$700,000.00	30.25	\$700,000.00	1200
12	LANDSCAPE LIGHTING DIMMER	BT	100	\$7.00	\$700.00	30.25	\$700.00	1200
13	LANDSCAPE LIGHTING DIMMER	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
14	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
15	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
16	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
17	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
18	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
19	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
20	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
21	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
22	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
23	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
24	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
25	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
26	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
27	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
28	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
29	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
30	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
31	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
32	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
33	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
34	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
35	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
36	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
37	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
38	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
39	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
40	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
41	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
42	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
43	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
44	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
45	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
46	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
47	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
48	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
49	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
50	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
51	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
52	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
53	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
54	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
55	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
56	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
57	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
58	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
59	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
60	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
61	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
62	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
63	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
64	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
65	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
66	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
67	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
68	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
69	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
70	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
71	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
72	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
73	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
74	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
75	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
76	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
77	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
78	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
79	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
80	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
81	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
82	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
83	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
84	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
85	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
86	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
87	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
88	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
89	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
90	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
91	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
92	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
93	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
94	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
95	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
96	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
97	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
98	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
99	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200
100	WATER METER AND DRAINAGE	EA	100	\$1,000.00	\$100,000.00	30.25	\$100,000.00	1200

[illegible]

\$561,200.25

25,051.23

55,200.00

02.00

DRY L. FLITTES (301)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	TD PRICE	TD NO.	DATE
1	CONCRETE SERVICE	LOT	12	20.00	240.00	0.00	0.00	2000
2	PAINT SERVICE	LOT	25	20.00	500.00	0.00	0.00	2000
3	STEEL LATH	EA	5	20.00	100.00	0.00	0.00	2000
4	STEEL LATH BRACKETS	EA	200	10.00	2000.00	0.00	0.00	2000

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ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	T.D. 10% GST	T.D. 4%	WORKED
1	POLYBAGS TAXES	AC	16.1	\$2,100.00	\$33,810.00	\$40.00	\$1.20	\$33,800.00

NOTES AND REFERENCES

SZKOLNI

3912

542

12:00

11.662 (7.8)

\$1,488,755.13

VS. 18th 125

8400

**ANACAPRI - ANNA
FERGUSON PARKWAY PHASE 1C BUDGET
8/4/2022**

ENGINEERING, CONSTRUCTION, AND FEES

ITEM ID	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	PROFESSIONAL ENGINEERING SERVICES	20	1	\$1,125.00	\$1,125.00		\$1,125.00	\$0.00
2	PROFESSIONAL ARCHITECTURAL SERVICES	20	1	\$1,125.00	\$1,125.00		\$1,125.00	\$0.00
3	CONSTRUCTION	20	1	\$1,125.00	\$1,125.00		\$1,125.00	\$0.00
4	TOTAL				\$3,375.00		\$3,375.00	\$0.00

TOTAL ENGINEERING, CONSTRUCTION, AND FEES

\$3,375.00 **\$0.00** **\$3,375.00** **\$0.00**

GRADING AND SITE PREPARATION

EXCAVATION

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	EXCAVATION FOR DRAINAGE	EA	1	\$2,000.00	\$2,000.00		\$2,000.00	\$0.00
2	EXCAVATION FOR DRAINAGE	EA	1	\$2,000.00	\$2,000.00		\$2,000.00	\$0.00
3	EXCAVATION FOR DRAINAGE	EA	1	\$2,000.00	\$2,000.00		\$2,000.00	\$0.00

TOTAL GRADING AND SITE PREPARATION

\$6,000.00 **\$0.00** **\$6,000.00** **\$0.00**

ASPHALT CONCRETE

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	ASPHALT CONCRETE	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
2	ASPHALT CONCRETE	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
3	ASPHALT CONCRETE	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
4	ASPHALT CONCRETE	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
5	ASPHALT CONCRETE	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
6	ASPHALT CONCRETE	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00

TOTAL ASPHALT CONCRETE

\$1,500.00 **\$0.00** **\$1,500.00** **\$0.00**

WATER UTILITIES

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
2	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
3	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
4	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
5	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
6	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00

TOTAL WATER UTILITIES

\$1,500.00 **\$0.00** **\$1,500.00** **\$0.00**

WATER UTILITY

1	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
2	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00
3	WATER UTILITY	20	1.00	\$1.50	\$1.50		\$1.50	\$0.00

TOTAL WATER UTILITY

\$1,500.00 **\$0.00** **\$1,500.00** **\$0.00**

TOTAL WATER UTILITIES

\$1,500.00 **\$0.00** **\$1,500.00** **\$0.00**

PAVING								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FE
1	Concrete Street Curb, 12" Thick, 6' x 12" x 12" Base	LF	2,229	27.00	\$59,163.00	\$0.00	\$59,163.00	\$0.00
4	Asphalt Concrete 1 1/2" Depth	SF	2,712	4.00	\$10,848.00	\$0.00	\$10,848.00	\$0.00
5	Asphalt Concrete 1 1/2" Depth	SF	118	27.00	\$3,186.00	\$0.00	\$3,186.00	\$0.00
7	Asphalt Concrete 1 1/2" Depth	SF	2	27.00	\$53.70	\$0.00	\$53.70	\$0.00
8	Asphalt Concrete 1 1/2" Depth	SF	2,011	31.1	\$62,542.10	\$0.00	\$62,542.10	\$0.00
10	Gravel	CY	1	100.00	\$100.00	\$0.00	\$100.00	\$0.00
12	Asphalt Concrete 1 1/2" Depth	SF	26	27.00	\$702.00	\$0.00	\$702.00	\$0.00

TOTAL PAVING				PER PROJECT	\$0.00	\$0.00	\$0.00	\$0.00
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SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FE
10	STREET SIGN	EA	1	\$100.00	\$100.00	\$0.00	\$100.00	\$0.00
TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE					\$100.00	\$0.00	\$100.00	\$0.00
TOTAL COST					\$100.00	\$0.00	\$100.00	\$0.00

DRY UTILITIES (000)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FE
1	DRY UTILITY (000)	LF	1	\$1.00	\$1.00	\$0.00	\$1.00	\$0.00
2	DRY UTILITY (000)	LF	1	\$1.00	\$1.00	\$0.00	\$1.00	\$0.00
3	DRY UTILITY (000)	EA	2	\$1.00	\$2.00	\$0.00	\$2.00	\$0.00
4	DRY UTILITY (000)	LF	1.1	\$1.00	\$1.10	\$0.00	\$1.10	\$0.00
TOTAL DRY UTILITIES					\$3.10	\$0.00	\$3.10	\$0.00
TOTAL COST					\$3.10	\$0.00	\$3.10	\$0.00

DEVELOPMENT TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FE
1	DEVELOPMENT TAXES	AC	24	\$200.00	\$4,800.00	\$0.00	\$200.00	\$0.00
TOTAL DEVELOPMENT TAXES					\$4,800.00	\$0.00	\$200.00	\$0.00
TOTAL COST					\$4,800.00	\$0.00	\$200.00	\$0.00
TOTAL PROJECT COST					\$1,217,473.35	\$0.00	\$1,007,473.35	\$19.00

PAVING							
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	POSTED
1	Concrete Road Base - 15" (381 mm) thick	CY	2,571	55.00	\$141,465.00	50.00	\$141,465.00
2	PAVING STABILIZER	CY	4,072	6.00	\$24,432.00	50.00	\$24,432.00
3	Gravel Base Course (2" layer)	TD	20	225.00	\$4,500.00	50.00	\$4,500.00
4	Gravel Surface	EA	2	2,075.00	\$4,150.00	50.00	\$4,150.00
5	PAVING STABILIZER (2000 gal)	TD	6,373	5.00	\$31,865.00	50.00	\$31,865.00
6	Gravel	TD	1	2,000.00	\$2,000.00	50.00	\$2,000.00
7	PAVING STABILIZER (2000 gal)	TD	24	225.00	\$5,400.00	50.00	\$5,400.00

TOTAL PAVING					\$205,712.00	50.00	\$205,712.00
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MULCHING/RETAINING WALLS/LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	POSTED
1	MULCHING	EA	1	550.00	\$550.00	50.00	\$550.00
TOTAL MULCHING/RETAINING WALLS/LANDSCAPE					\$550.00	50.00	\$550.00
TOTAL COST					\$550.00		

TRY UTILITIES (W)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	POSTED
1	TRY UTILITY	CY	1	\$5.00	\$5.00	\$5.00	\$5.00
2	TRY UTILITY	CY	1	\$5.00	\$5.00	\$5.00	\$5.00
3	TRY UTILITY	EA	2	\$5.00	\$10.00	\$5.00	\$5.00
4	TRY UTILITY (W)	TD	3.3	\$5.00	\$16.50	\$5.00	\$16.50
TOTAL TRY UTILITIES					\$36.50	\$5.00	\$36.50
TOTAL COST					\$36.50		

ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	POSTED
1	ROLLBACK TAXES	EA	50	\$2.00	\$1,000.00	\$5.00	\$1,000.00
TOTAL ROLLBACK TAXES					\$1,000.00	\$5.00	\$1,000.00
TOTAL COST					\$1,000.00		
TOTAL COST					\$1,000.00	\$5.00	\$1,000.00

**ANACAPRI - ANNA
FERGUSON PARKWAY SOUTH OF ROSEMOND BUDGET
8/4/2022**

ENGINEERING, CONSULTING, AND FEES

ITEM ID	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	PROFESSIONAL FEE (DESIGN & CONSTRUCTION)	20	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00
2	PROFESSIONAL FEE (CONSTRUCTION)	20	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00
3	CONSTRUCTION	20	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00
4	CONSTRUCTION	20	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00
TOTAL - ENGINEERING, CONSULTING, AND FEES					\$6,000.00	0.00	\$6,000.00	\$6,000.00

LOADING AND SCAFFOLDING

EXCAVATION

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	EXCAVATION (10' x 10' x 10')	EA	1	\$2,000.00	\$2,000.00	0.00	\$2,000.00	\$2,000.00
2	EXCAVATION (10' x 10' x 10')	EA	1	\$2,000.00	\$2,000.00	0.00	\$2,000.00	\$2,000.00
3	EXCAVATION (10' x 10' x 10')	EA	1	\$2,000.00	\$2,000.00	0.00	\$2,000.00	\$2,000.00
TOTAL - EXCAVATION (10' x 10' x 10')					\$6,000.00	0.00	\$6,000.00	\$6,000.00

ABOVE-GROUND

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
2	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
3	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
4	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
5	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
6	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
TOTAL - ABOVE-GROUND					\$6,000.00	0.00	\$6,000.00	\$6,000.00

WITH UTILITIES

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PER FE	POST FE
1	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
2	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
3	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
4	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
5	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
6	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
7	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
8	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
9	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
10	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
11	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
12	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
13	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
14	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
15	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
16	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
17	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
18	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
19	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
20	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
TOTAL - WITH UTILITIES					\$20,000.00	0.00	\$20,000.00	\$20,000.00

1	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
2	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
3	PIPE (10' x 10' x 10')	EA	1	\$1,000.00	\$1,000.00	0.00	\$1,000.00	\$1,000.00
TOTAL - WITH UTILITIES (TOTAL)					\$30,000.00	0.00	\$30,000.00	\$30,000.00

TOTAL WITH UTILITIES					\$30,000.00	0.00	\$30,000.00	\$30,000.00
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PAVING								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FEET
1	Concrete Street Curb - 5'-300 gal w/ 840 gal	LY	1.25	75.00	\$93,750.00	\$0.00	\$93,750.00	\$0.00
4	2" Hot Bituminous Surface	SY	1,110	4.00	\$4,440.00	\$0.00	\$4,440.00	\$0.00
5	Reinforced Concrete Slab (12'x12')	SY	22	275.00	\$6,050.00	\$0.00	\$6,050.00	\$0.00
7	Reinforced Concrete Slab	SY	7	225.00	\$1,575.00	\$0.00	\$1,575.00	\$0.00
8	4" Hot Bituminous Surface (12'x12')	SY	3.00	5.00	\$15.00	\$0.00	\$15.00	\$0.00
12	Gravel	CY	1	500.00	\$500.00	\$0.00	\$500.00	\$0.00
16	Subgrade Construction	SY	25	250.00	\$6,250.00	\$0.00	\$6,250.00	\$0.00

TOTAL PAVING					\$107,600.00	\$0.00	\$107,600.00	\$0.00
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SIDEWALKS/RETAINING WALLS/LANDSCAPE								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FEET
10	Reinforced Concrete	SY	1	175.00	\$175.00	\$0.00	\$175.00	\$0.00
TOTAL SIDEWALKS/RETAINING WALLS/LANDSCAPE					\$175.00	\$0.00	\$175.00	\$0.00

TREE UTILITIES (M)								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FEET
1	Electric Service	LOT	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Gas Service	LOT	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Water Service	SY	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Storm Water Service	SY	2.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL TREE UTILITIES					\$0.00	\$0.00	\$0.00	\$0.00

POLYMER TANKS								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER PROJECT	PER AC	PER FEET
1	Polymer Tanks	AC	0.0	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL POLYMER TANKS					\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST					\$107,775.00	\$0.00	\$107,775.00	\$0.00

**ANACAPRI - ANNA
PHASE 2 - BUDGET**
\$45,000

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	QUANTITY (ESTIMATE)	UNIT PRICE	TOTAL PRICE	PERCENT	PER AC	PER FE
1	ENGINEERING CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
2	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
3	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
4	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
5	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
6	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
7	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
8	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
9	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
10	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
11	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
12	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
13	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
14	CONSULTING AND FEES - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00

TOTAL ENGINEERING, CONSULTING, AND FEES					\$45,000.00	100.00%	\$45,000.00	\$45,000.00
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GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	QUANTITY (ESTIMATE)	UNIT PRICE	TOTAL PRICE	PERCENT	PER AC	PER FE
1	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
2	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
3	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
4	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
5	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
6	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
7	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
8	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
9	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
10	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
11	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
12	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
13	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
14	EXCAVATION - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00

TOTAL EXCAVATION					\$45,000.00	100.00%	\$45,000.00	\$45,000.00
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DECISION CONTROL

ITEM NO	DESCRIPTION	UNIT	QUANTITY (ESTIMATE)	UNIT PRICE	TOTAL PRICE	PERCENT	PER AC	PER FE
1	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
2	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
3	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
4	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
5	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
6	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
7	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
8	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
9	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
10	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
11	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
12	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
13	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00
14	DECISION CONTROL - 25.0% OF TOTAL	LS	1	\$45,000.00	\$45,000.00	100.00%	\$45,000.00	\$45,000.00

TOTAL DECISION CONTROL					\$45,000.00	100.00%	\$45,000.00	\$45,000.00
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WET UTILITIES

[illegible]

5736 J. Neurosci., October 1, 2003 • 23(26):5730–5736

31/03/2018

□ **PROBATION** **INVESTIGATION**

300

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1.80

13088 • J. Neurosci., September 24, 2008 • 28(39):13082–13088

3.00/

100

0123 79725 54877-5487722

	Country	Year	Age	Gender	Height (cm)	Weight (kg)	Arm span (cm)	Wing span (cm)	Hand span (cm)	Hand width (cm)	Hand length (cm)	Hand area (cm ²)
1	USA	1996	20	M	185	80	185	185	20	10	18	324
2	USA	1996	20	F	165	60	165	165	18	8	16	256
3	USA	1996	20	M	185	80	185	185	20	10	18	324
4	USA	1996	20	F	165	60	165	165	18	8	16	256
5	USA	1996	20	M	185	80	185	185	20	10	18	324
6	USA	1996	20	F	165	60	165	165	18	8	16	256
7	USA	1996	20	M	185	80	185	185	20	10	18	324
8	USA	1996	20	F	165	60	165	165	18	8	16	256
9	USA	1996	20	M	185	80	185	185	20	10	18	324
10	USA	1996	20	F	165	60	165	165	18	8	16	256
11	USA	1996	20	M	185	80	185	185	20	10	18	324
12	USA	1996	20	F	165	60	165	165	18	8	16	256
13	USA	1996	20	M	185	80	185	185	20	10	18	324
14	USA	1996	20	F	165	60	165	165	18	8	16	256
15	USA	1996	20	M	185	80	185	185	20	10	18	324
16	USA	1996	20	F	165	60	165	165	18	8	16	256
17	USA	1996	20	M	185	80	185	185	20	10	18	324
18	USA	1996	20	F	165	60	165	165	18	8	16	256
19	USA	1996	20	M	185	80	185	185	20	10	18	324
20	USA	1996	20	F	165	60	165	165	18	8	16	256
21	USA	1996	20	M	185	80	185	185	20	10	18	324
22	USA	1996	20	F	165	60	165	165	18	8	16	256
23	USA	1996	20	M	185	80	185	185	20	10	18	324
24	USA	1996	20	F	165	60	165	165	18	8	16	256
25	USA	1996	20	M	185	80	185	185	20	10	18	324
26	USA	1996	20	F	165	60	165	165	18	8	16	256
27	USA	1996	20	M	185	80	185	185	20	10	18	324
28	USA	1996	20	F	165	60	165	165	18	8	16	256
29	USA	1996	20	M	185	80	185	185	20	10	18	324
30	USA	1996	20	F	165	60	165	165	18	8	16	256
31	USA	1996	20	M	185	80	185	185	20	10	18	324
32	USA	1996	20	F	165	60	165	165	18	8	16	256
33	USA	1996	20	M	185	80	185	185	20	10	18	324
34	USA	1996	20	F	165	60	165	165	18	8	16	256
35	USA	1996	20	M	185	80	185	185	20	10	18	3

5150-04-1711-95-3 341747502

11-210681-5

DOI: 10.1002/anie.200500000

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24258-24261-2013

3-17A-3

14-00000

3.00

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK[illegible]

50305-18714, 50314-18714, 50315-18714, 50316-18714, 50317-18714

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DOI: 10.1002/for

300

2429-9441

534

1980-1984	1.15%
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200

2004 MARCH 2012

NAME	DATE
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2012年4月 12日

240

2011 LOT:

1.2/1.21

100

162741

ITEM ID	DESCRIPTION	UNIT	QTY. REQ'D	UNIT PRICE	EST. PRICE	PL. BUDGET	PL. B.	PL. P.C.
1	Concrete Reinforced Steel - 2" - 60K psi - 20'	LT	10.00	79.00	789.00	0.00	148,120.00	0.00
2	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
3	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
4	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
5	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
6	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
7	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
8	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
9	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
10	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
11	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
12	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
13	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
14	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
15	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
16	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
17	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
18	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
19	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00
20	Concrete Reinforced Steel - 2" - 60K psi - 60K psi - 60K psi	LT	10.00	42.00	418.00	0.00	0.00	0.00

2014-01-025

2448 • J. Neurosci., July 26, 2006 • 26(30):2443–2451

SITE: 43°57'N; 141°50'S; 6,641 m; 14.8100°S

LINE NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	EST. QUANTITY	EST. PRICE	UNIT PRICE	QTY
1	STREET LIGHTING	EA	2	1000.00	2000.00	2	1000.00	1000.00	2
2	POLETOP WALL - CROWN TOP	EA	4.29	500.00	2145.00	4.29	500.00	500.00	4.29
3	POLETOP CROWN	EA	10	1500.00	15000.00	10	1500.00	1500.00	10
4	POLETOP CROWN	EA	2	5000.00	10000.00	2	5000.00	5000.00	2
5	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
6	LANDSCAPE	EA	2	2000.00	4000.00	2	2000.00	2000.00	2
7	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
8	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
9	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
10	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
11	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
12	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
13	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20
14	LANDSCAPE AND RESEARCH MATERIAL	EA	20	3500.00	70000.00	20	3500.00	3500.00	20

70561-272,228,350 / 687,499,000 GAL 27
1,413,573,000

CLASS 4 (130)

DEKUTER ET AL. • 2005

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENT	PERCENT	PERCENT
1	BLACK TOP MIXTURE	CUY	257	10.00	2570	8.00	50.00	50.00
2	PAV. SURFACE	CUY	257	10.00	2570	8.00	50.00	50.00
3	CONCRETE CURB	EA	7	10.00	70	0.00	50.00	50.00
4	CONCRETE CURB FORMWORK	CUY	500	10.00	5000	50.00	50.00	50.00

0125-0176X/04/0004-0000\$05.00/0

004-208-5 874 1 1075

GO LUCK TO YOU

ITEM NO	DESCRIPTION	QTY	ESTIMATED UNIT PRICE	UNIT PRICE	TOTAL PRICE	PER UNIT	PER SQ	PER FT
1	CONCRETE PAVING	20	12.5	500.00	1,000.00	50.00	50.00	1.00

2003-REV 10/11/03

2014年12月15日

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**ANACAPRI - ANNA
FERGUSON NORTH 2 LANES - BUDGET
8/4/2022**

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	PER MT	PER SQ FT
1	PROFESSIONAL ENGINEERING AND SURVEYING	10	1	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -
2	CONSTRUCTION MANAGEMENT	1000	0	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
4	DESIGN OF LOTS	50	400	\$6,400.00	\$ 2,560.00	\$ 2,560.00	\$ 2,560.00	\$ -
7	LOT APPROVAL FEES	100	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
10	TOTAL	50	401	\$53,400.00	\$ 49,560.00	\$ 49,560.00	\$ 49,560.00	\$ -
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	PER MT	PER SQ FT
1	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00
2	CHALKLINE AND CHALKING	AC	1.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3	UNCLASSIFIED EXCAVATION	CY	1000	\$2.40	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
4	EXCAVATE AND FILL (1:1) - OTHER EXCAVATION	1000	0	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5	POWDER TESTS	1000	0	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
6	POWDER TESTS	1000	1	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
7	REPAVING SURFACING	1000	1	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
TOTAL - EXCAVATION AND SITE PREPARATION:					\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	PER MT	PER SQ FT
1	NO. 10 FENCE	LF	1,000	\$1.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2	EROSION PROTECTION	EA	0	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
3	EROSION PROTECTION AREAS	AC	2.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
4	EROSION PROTECTION	EA	1000	\$1.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
5	EROSION PROTECTION	EA	0	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
6	EROSION PROTECTION	EA	10	\$700.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
TOTAL - EROSION CONTROL:					\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	TD COST	TD %	NOTED
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UTILITIES - WATER SYSTEM

2	2" Poly Water Main with installation	LF	1,400	\$60.00	\$84,000.00	\$60.00	\$142,500.00	42.00%
4	2" Poly Valve	EA/PR	6	\$14,400.00	\$86,400.00	\$60.00	\$142,500.00	42.00%
5	2" Poly Valve with 2" Poly Main	LF	6	\$17.00	\$102.00	\$60.00	\$142,500.00	42.00%
6	2" Poly Valve	EA/PR	6	\$17.00	\$102.00	\$60.00	\$142,500.00	42.00%
10	Flowmeter Assembly	EA/PR	4	\$4,250.00	\$17,000.00	\$14,400.00	\$142,500.00	10.00%
11	2" Poly Fittings	EA/PR	2	\$8,750.00	\$17,500.00	\$14,400.00	\$142,500.00	10.00%
16	2" Poly Fittings	EA/PR	2	\$1,000.00	\$2,000.00	\$14,400.00	\$142,500.00	10.00%
17	2" Poly Main & Fittings Assembly	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$142,500.00	10.00%
18	2" Poly Main	EA/PR	6	\$1,400.00	\$8,400.00	\$60.00	\$142,500.00	42.00%
19	2" Poly Main & Fittings	EA/PR	2	\$1,400.00	\$2,800.00	\$14,400.00	\$142,500.00	10.00%
20	2" Poly Main & Fittings	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$142,500.00	10.00%
21	2" Poly Main & Fittings	EA/PR	2	\$1,400.00	\$2,800.00	\$14,400.00	\$142,500.00	10.00%

UTILITIES - WATER SYSTEM

\$186,400.00

\$142,500.00

\$142,500.00

42.00%

UTILITIES - SANITARY SYSTEM

2	2" Poly Sanitary Main with installation	LF	6	\$60.00	\$360.00	\$60.00	\$1,425.00	4.20%
4	2" Poly Sanitary Valve	EA/PR	6	\$14,400.00	\$86,400.00	\$60.00	\$1,425.00	4.20%
5	2" Poly Sanitary Valve with 2" Poly Main	LF	6	\$17.00	\$102.00	\$60.00	\$1,425.00	4.20%
6	2" Poly Sanitary Valve	EA/PR	6	\$17.00	\$102.00	\$60.00	\$1,425.00	4.20%
10	Flowmeter Assembly	EA/PR	4	\$4,250.00	\$17,000.00	\$14,400.00	\$1,425.00	10.00%
11	2" Poly Fittings	EA/PR	2	\$8,750.00	\$17,500.00	\$14,400.00	\$1,425.00	10.00%
16	2" Poly Fittings	EA/PR	2	\$1,000.00	\$2,000.00	\$14,400.00	\$1,425.00	10.00%
17	2" Poly Main & Fittings Assembly	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$1,425.00	10.00%
18	2" Poly Main	EA/PR	6	\$1,400.00	\$8,400.00	\$60.00	\$1,425.00	4.20%
19	2" Poly Main & Fittings	EA/PR	2	\$1,400.00	\$2,800.00	\$14,400.00	\$1,425.00	10.00%
20	2" Poly Main & Fittings	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$1,425.00	10.00%
21	2" Poly Main & Fittings	EA/PR	2	\$1,400.00	\$2,800.00	\$14,400.00	\$1,425.00	10.00%

UTILITIES - SANITARY SYSTEM

\$186,400.00

\$142,500.00

\$142,500.00

42.00%

UTILITIES - STORM SEWER

1	1" Poly Storm Sewer	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$1,425.00	10.00%
2	1" Poly Storm Sewer	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$1,425.00	10.00%
3	1" Poly Storm Sewer	EA/PR	1,400	\$1.00	\$1,400.00	\$14,400.00	\$1,425.00	10.00%

UTILITIES - STORM SEWER

\$186,400.00

\$142,500.00

\$142,500.00

42.00%

TOTAL WET UTILITIES

\$186,400.00

\$142,500.00

\$142,500.00

42.00%

PAVING								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	EST. DETAIL	EST. ME	EST. FID
1	Concrete Base Course - 12" (305 mm) Red Coat Theraplast Interlocking Tiles	SF	1,262	45.00	\$56,850.00	\$56,850.00	\$0.00	\$0.00
2	Concrete Base Course - 12" (305 mm) Red Coat Theraplast Interlocking Tiles	SF	0	45.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Concrete Base Course - 12" (305 mm) Red Coat Theraplast Interlocking Tiles	SF	0	45.00	\$0.00	\$0.00	\$0.00	\$0.00
4	12" Thick Concrete Subgrade	SF	1,262	4.00	\$50,480.00	\$15,000.00	\$15,000.00	\$0.00
5	Theraplast Interlocking Tiles	SF	1,262	100.00	\$126,200.00	\$13,400.00	\$13,400.00	\$0.00
6	Theraplast Interlocking Tiles	SF	6	2,000.00	\$12,000.00	\$14,000.00	\$14,000.00	\$0.00
7	4" White Concrete Basecoat (2000 psi)	SF	0	6.00	\$0.00	\$0.00	\$0.00	\$0.00
8	4" White Concrete Basecoat (2000 psi)	SF	0	6.00	\$0.00	\$0.00	\$0.00	\$0.00
9	4" White Concrete Basecoat (2000 psi)	SF	0	6.00	\$0.00	\$0.00	\$0.00	\$0.00
10	PAVING TOTALS	TOTAL	56	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00
TOTAL PAVING					\$15,000.00	\$15,000.00	\$0.00	\$0.00

SITE FENCING / RETAINING WALLS / LANDSCAPE								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	EST. DETAIL	EST. ME	EST. FID
1	SEAL FEATURE	EA	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
2	SEALING WALL - BRICK/CLAY WALL	EA	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
3	SEALING WALL	EA	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
4	SEALING WALL	EA	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
5	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
6	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
7	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
8	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
9	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
10	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
11	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
12	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
13	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
14	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
15	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
16	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
17	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
18	LANDSCAPE AND TERRACE/RETAINING	SF	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL SITE FENCING / RETAINING WALLS / LANDSCAPE					\$15,000.00	\$15,000.00	\$0.00	\$0.00

DRY UTILITIES (SBI)								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	EST. DETAIL	EST. ME	EST. FID
1	ELECTRIC SERVICE	LOT	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
2	ELECTRIC SERVICE	LOT	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
3	ELECTRIC SERVICE	LOT	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
4	ELECTRIC SERVICE	LOT	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL DRY UTILITIES					\$15,000.00	\$15,000.00	\$0.00	\$0.00

ROLLBACK TAXES								
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	EST. DETAIL	EST. ME	EST. FID
1	ROLLBACK TAXES	EA	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL ROLLBACK TAXES					\$15,000.00	\$15,000.00	\$0.00	\$0.00
TOTAL ROLLBACK TAXES					\$15,000.00	\$15,000.00	\$0.00	\$0.00

**ANACAPRI - ANNA
ANNA TRUNK SEWER BUDGET (IF DEVELOPER INSTALLED)
8/4/2022**

ENGINEERING, CONSULTING, AND FEES

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	FEES	PERCENT	PER FE
1	PROFESSIONAL FEE (DESIGN AND CONSTRUCTION)	20	1	\$550.00	\$550.00			\$550.00
2	DESIGN AND CONSTRUCTION	75	75	\$1,000.00	\$75,000.00			\$1,000.00
3	CONSTRUCTION	20	1	\$200.00	\$200.00			\$200.00
4	CONSTRUCTION	75	75	\$1,000.00	\$75,000.00			\$1,000.00

TOTAL ENGINEERING, CONSULTING, AND FEES

\$150,700.00 **0.00** **\$150,700.00** **0.00**

STORMWATER CONTROL

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	FEES	PERCENT	PER FE
1	STORMWATER CONTROL	20	1	\$100.00	\$100.00			\$100.00
2	STORMWATER CONTROL	40	1	\$100.00	\$100.00			\$100.00
3	STORMWATER CONTROL	40	1	\$100.00	\$100.00			\$100.00
4	STORMWATER CONTROL	40	1	\$100.00	\$100.00			\$100.00
5	STORMWATER CONTROL	40	1	\$100.00	\$100.00			\$100.00
6	STORMWATER CONTROL	40	1	\$100.00	\$100.00			\$100.00

TOTAL STORMWATER CONTROL

\$600.00 **0.00** **\$600.00** **0.00**

WATER UTILITIES

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	FEES	PERCENT	PER FE
1	WATER UTILITIES	20	1	\$100.00	\$100.00			\$100.00
2	WATER UTILITIES	20	1	\$100.00	\$100.00			\$100.00
3	WATER UTILITIES	20	1	\$100.00	\$100.00			\$100.00
4	WATER UTILITIES	20	1	\$100.00	\$100.00			\$100.00
5	WATER UTILITIES	20	1	\$100.00	\$100.00			\$100.00
6	WATER UTILITIES	20	1	\$100.00	\$100.00			\$100.00

TOTAL WATER UTILITIES

\$600.00 **0.00** **\$600.00** **0.00**

TOTAL WATER UTILITIES

\$600.00 **0.00** **\$600.00** **0.00**

\$151,900.00 **0.00** **\$151,900.00** **0.00**

**ANACAPRI - ANNA
OFFSITE TRUNK SEWER BUDGET
8/4/2012**

ENGINEERING, CONSTRUCTION, AND FEES

ITEM ID	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PERIOD	PERIOD
1	PROFESSIONAL ENGINEERING SERVICES	20	1	1,100.00	1,100.00	1	1,100.00	1
2	PROFESSIONAL CONSTRUCTION	75	1	1,100.00	1,100.00	1	1,100.00	1
3	CONSTRUCTION	20	1	1,100.00	1,100.00	1	1,100.00	1
4	CONSTRUCTION	75	1	1,100.00	1,100.00	1	1,100.00	1
TOTAL - ENGINEERING, CONSTRUCTION, AND FEES					4,400.00	0.00	4,400.00	0.00

LOADING AND SITE PREPARATION

EXCAVATION

ITEM ID	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PERIOD	PERIOD
1	EXCAVATION	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
TOTAL - EXCAVATION					1,100.00	0.00	1,100.00	0.00

PROPOSED CONTROL

ITEM ID	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PERIOD	PERIOD
1	PROPOSED CONTROL	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
2	PROPOSED CONTROL	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
3	PROPOSED CONTROL	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
TOTAL - PROPOSED CONTROL					3,300.00	0.00	3,300.00	0.00

WATER UTILITIES

ITEM ID	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERIOD	PERIOD	PERIOD
1	WATER UTILITIES	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
2	WATER UTILITIES	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
3	WATER UTILITIES	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
4	WATER UTILITIES	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
5	WATER UTILITIES	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
6	WATER UTILITIES	EA	1	1,100.00	1,100.00	0.00	1,100.00	0.00
TOTAL - WATER UTILITIES					6,600.00	0.00	6,600.00	0.00
TOTAL - WATER UTILITIES					6,600.00	0.00	6,600.00	0.00
TOTAL - WATER UTILITIES					6,600.00	0.00	6,600.00	0.00

**ANACAPRI - ANNA
WEST CROSSING BLVD - BUDGET
8/4/2022**

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	PER MT	PER AC
1	PROFESSIONAL ENGINEERING AND REVIEWING	HR	1	\$ 35,000.00	\$ 35,000.00	1	35,000.00	\$ -
2	CONSULTATION MANAGEMENT	HR	0	\$ 1,000.00	\$ -	0	-	\$ -
4	DESIGN OF LOTS	AC	400	\$24,000.00	\$ 9,600.00	2	4,800.00	\$ -
7	LOT APPROVAL FEES	LOT	1	\$ 2,000.00	\$ 2,000.00	1	2,000.00	\$ -
10	TOTAL		501	\$59,000.00	\$ 46,600.00	4	11,600.00	\$ -
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$46,600.00	\$11,600.00	\$11,600.00	\$0.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	PER MT	PER AC
1	CONSTRUCTION ENTRANCE	EA	0	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
2	CHALKLINE AND CHALKING	AC	0.50	\$200.00	\$100.00	\$0.00	\$0.00	\$0.00
3	UNCLASSIFIED EXCAVATION	CY	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00
4	EXCAVATE AND FILL (1:1) - OTHER EXCAVATION	LCY	0	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
5	POWDER TESTS	LCY	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
6	POWDER TESTS	LCY	1	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00
7	REPAVING SURFACING	LCY	1	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00
TOTAL - EXCAVATION AND SITE PREPARATION:					\$100.00	\$100.00	\$0.00	\$0.00

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DICTION	PER MT	PER AC
1	NO FENCE	LF	1,000	\$1.00	\$1,000.00	\$1,000.00	\$1.00	\$0.00
2	NO FENCE	EA	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
3	NO FENCE AREAS	AC	0.50	\$100.00	\$50.00	\$0.00	\$0.00	\$0.00
4	NO FENCE	EA	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
5	NO FENCE	EA	0	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
6	NO FENCE	EA	0	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL - EROSION CONTROL:					\$1,050.00	\$1,050.00	\$1.00	\$0.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PER FOOT	DATE	NOTED
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ESTIMATE - WATER SYSTEM

2	2" Poly Water Main with sand encased	LF		\$6.00	10.00	\$6.00	10.00	10.00
4	2" Poly Valve	EA/CH		\$24.00	10.00	\$24.00	10.00	10.00
5	2" Poly Water Main with Sand Encased	LF		\$6.00	10.00	\$6.00	10.00	10.00
6	2" Poly Valve	EA/CH		\$24.00	10.00	\$24.00	10.00	10.00
10	Flow Meter Assembly	EA/CH		\$24.00	10.00	\$24.00	10.00	10.00
11	2" Poly Fittings	CH		\$6.00	10.00	\$6.00	10.00	10.00
16	2" Poly Fittings	CH		\$6.00	10.00	\$6.00	10.00	10.00
17	2" Poly Water Main with Sand Encased	LF		\$6.00	10.00	\$6.00	10.00	10.00
18	2" Poly Valve	EA/CH		\$24.00	10.00	\$24.00	10.00	10.00
19	2" Poly Water Main with Sand Encased	LF		\$6.00	10.00	\$6.00	10.00	10.00
20	2" Poly Water Main with Sand Encased	LF		\$6.00	10.00	\$6.00	10.00	10.00
21	2" Poly Water Main with Sand Encased	LF		\$6.00	10.00	\$6.00	10.00	10.00

ESTIMATE - WATER SYSTEM

10.00 \$6.00 \$6.00 10.00

ESTIMATE - SANITARY SYSTEM

2	2" Poly Sanitary Sewer Main with Sand Encased	LF	0	\$6.00	10.00	\$6.00	10.00	10.00
4	2" Poly Sanitary Sewer Main with Sand Encased	LF	1,000	\$24.00	\$24,000.00	\$24.00	10.00	10.00
5	2" Poly Sanitary Sewer Main with Sand Encased	EA/CH	1	\$24.00	\$24.00	\$24.00	10.00	10.00
6	2" Poly Sanitary Sewer Main with Sand Encased	EA/CH	0	\$24.00	10.00	\$24.00	10.00	10.00
10	Sanitary Sewer Manhole	LF	1,000	\$24.00	\$24,000.00	\$24.00	10.00	10.00
11	Sanitary Sewer Manhole	LF	1,000	\$24.00	\$24,000.00	\$24.00	10.00	10.00
12	2" Poly Sanitary Sewer Main with Sand Encased	LF	0	\$6.00	10.00	\$6.00	10.00	10.00
13	Sanitary Sewer Manhole	EA/CH	1	\$24.00	\$24.00	\$24.00	10.00	10.00
14	Sanitary Sewer Manhole	EA/CH	1	\$24.00	\$24.00	\$24.00	10.00	10.00

ESTIMATE - SANITARY SYSTEM

\$24,000.00 \$6.00 \$6.00 10.00

ESTIMATE - STORM SYSTEM

1	1" Storm Sewer	LF		\$6.00	10.00	\$6.00	10.00	10.00
2	1" Storm Sewer	LF		\$6.00	10.00	\$6.00	10.00	10.00
3	1" Storm Sewer	LF		\$6.00	10.00	\$6.00	10.00	10.00

ESTIMATE - STORM SYSTEM

10.00 \$6.00 \$6.00 10.00

TOTAL WET UTILITIES

\$24,000.00 \$6.00 \$6.00 10.00

EXHIBIT "C"

PHASE I & II WATER DIRECT AND MASTER IMPROVEMENTS

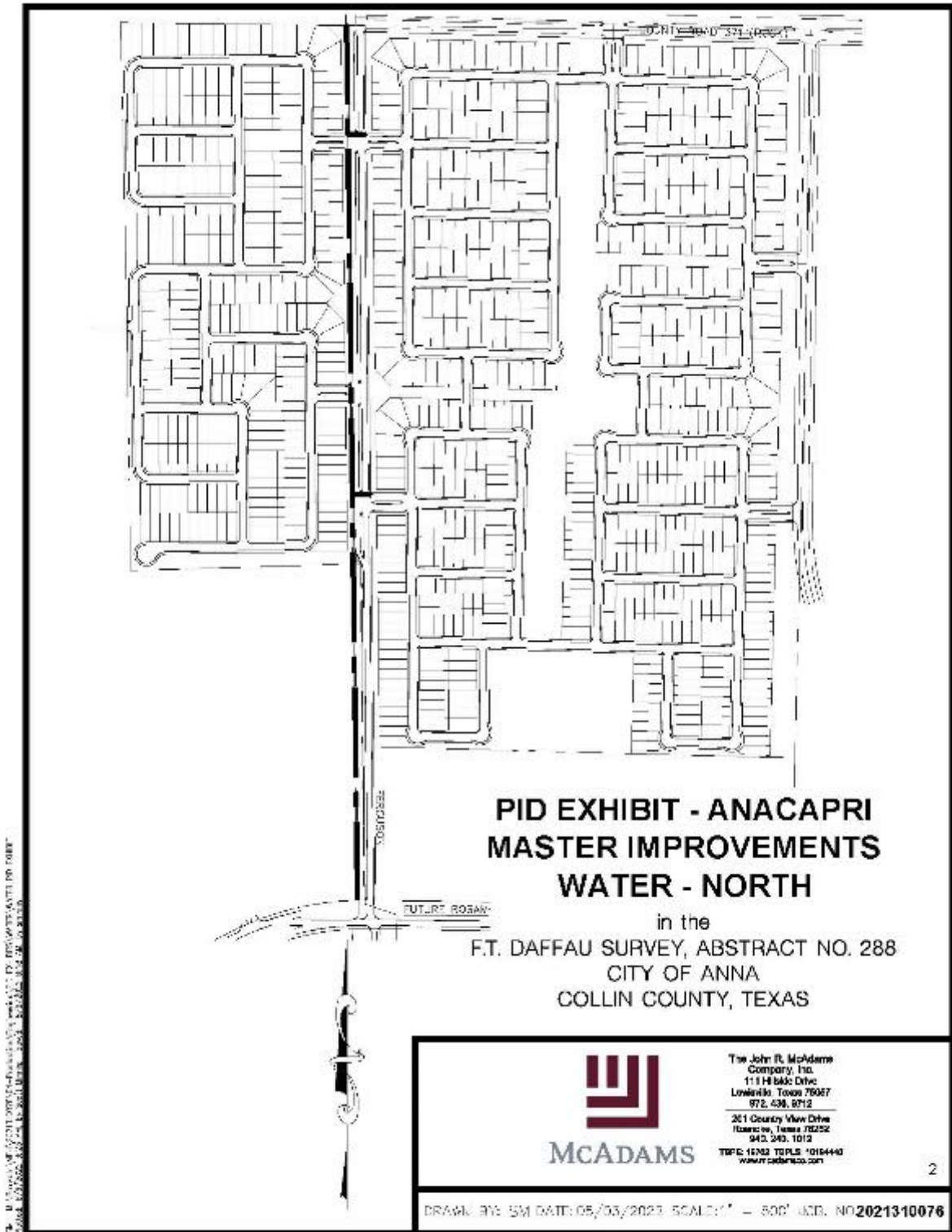
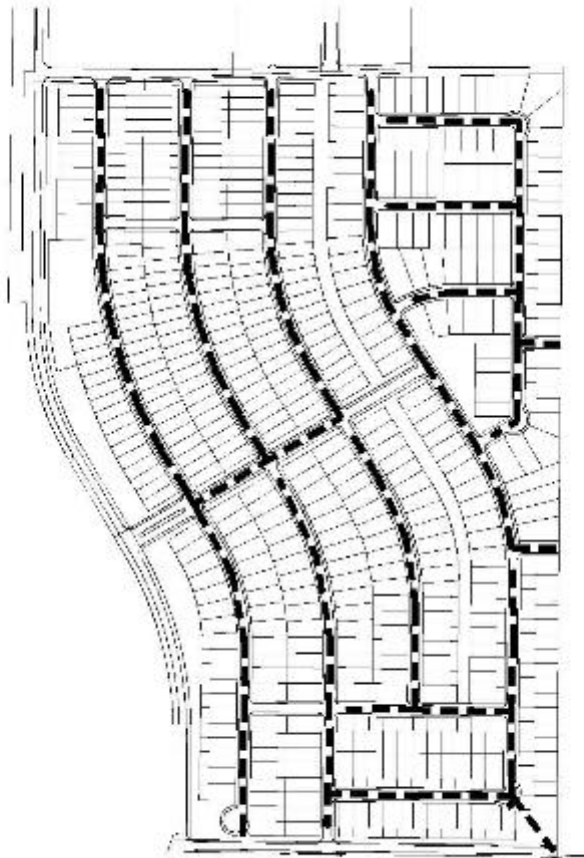


EXHIBIT "D"

PHASE I & II SANITARY SEWER DIRECT AND MASTER IMPROVEMENTS



**PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COSTS
SANITARY - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



The John R. McAdams
Company, Inc.
111 Hillbuck Drive
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261 Country View Drive
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DRAWN BY: SV DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

7. A REVIEW OF THE CITY OF ANACAPRI'S SANITARY SYSTEM WAS CONDUCTED BY THE ENGINEER TO DETERMINE THE EXISTING SANITARY SYSTEM AND TO IDENTIFY THE AREAS WHERE IMPROVEMENTS ARE NEEDED. THE ENGINEER HAS IDENTIFIED THE AREAS WHERE IMPROVEMENTS ARE NEEDED AND HAS PROVIDED A PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR THE CITY OF ANACAPRI TO REVIEW AND APPROVE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SANITARY SYSTEM AND HAS NOT OBSERVED THE EXISTING SANITARY SYSTEM. THE ENGINEER HAS BASED THE PRELIMINARY SERVICE AND ASSESSMENT PLAN ON THE INFORMATION PROVIDED BY THE CITY OF ANACAPRI. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SANITARY SYSTEM AND HAS NOT OBSERVED THE EXISTING SANITARY SYSTEM. THE ENGINEER HAS BASED THE PRELIMINARY SERVICE AND ASSESSMENT PLAN ON THE INFORMATION PROVIDED BY THE CITY OF ANACAPRI.

7. A REVIEW OF 2021 DRAFT ANACAPRI PHASE II - DIRECT COSTS - SANITARY - NORTH
 2021 DRAFT ANACAPRI PHASE II - DIRECT COSTS - SANITARY - NORTH



**PID EXHIBIT - ANACAPRI
 PHASE II - DIRECT COSTS
 SANITARY - NORTH**

in the
 F.T. DAFFAU SURVEY, ABSTRACT NO. 288
 CITY OF ANNA
 COLLIN COUNTY, TEXAS



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 Flower Mound, Texas 76225
 940.243.1012

TORRIS: 10103 TORRIS: 10104440
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8

DRAWN BY: SV DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

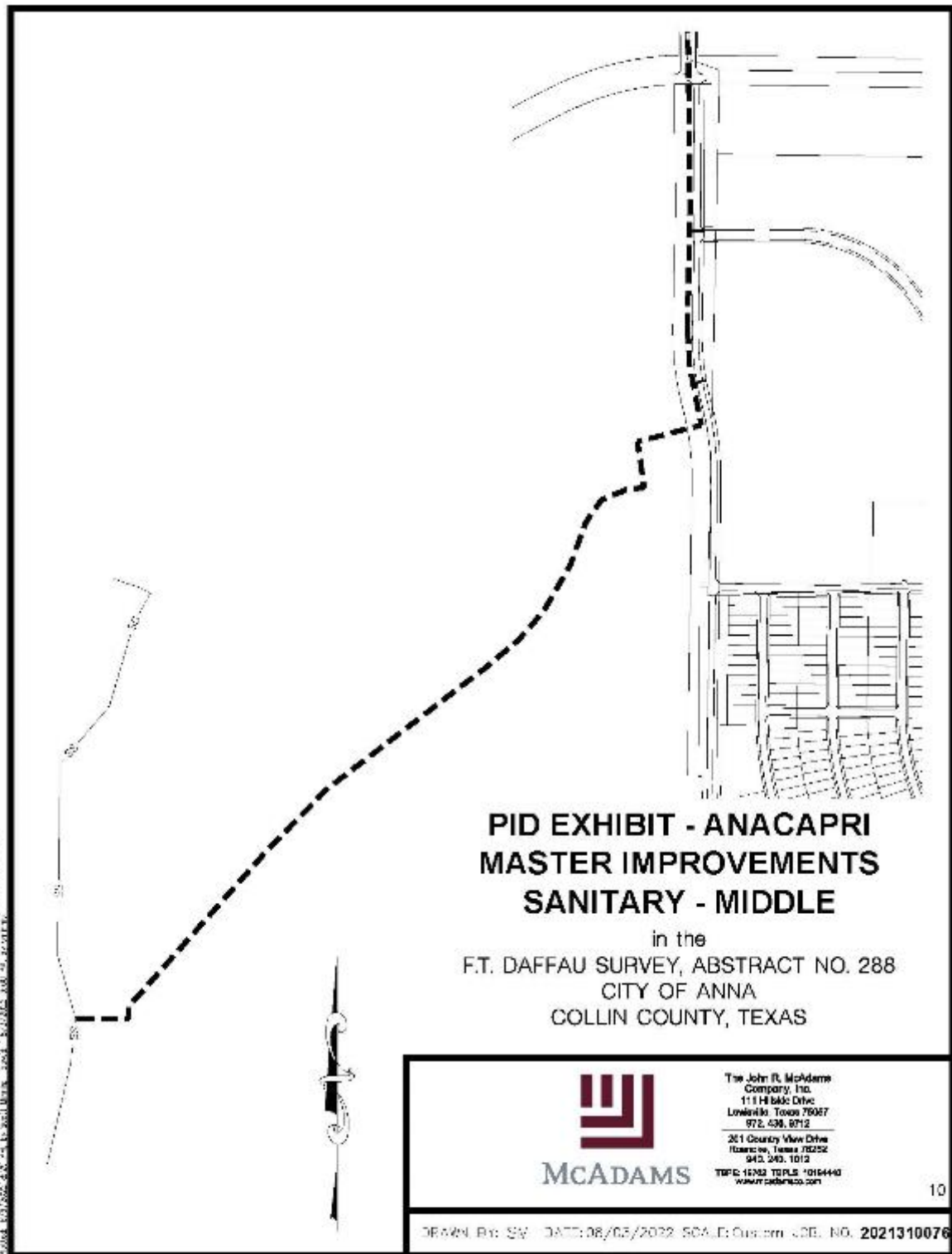
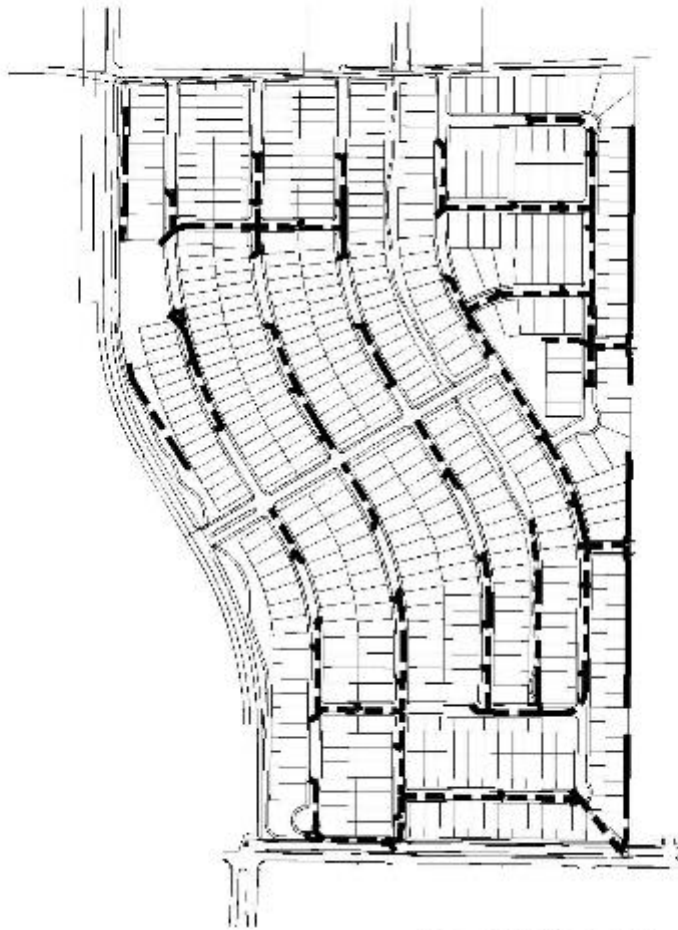


EXHIBIT "E"

PHASE I & II DRAINAGE DIRECT AND MASTER IMPROVEMENTS



**PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COST
STORM SEWER - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



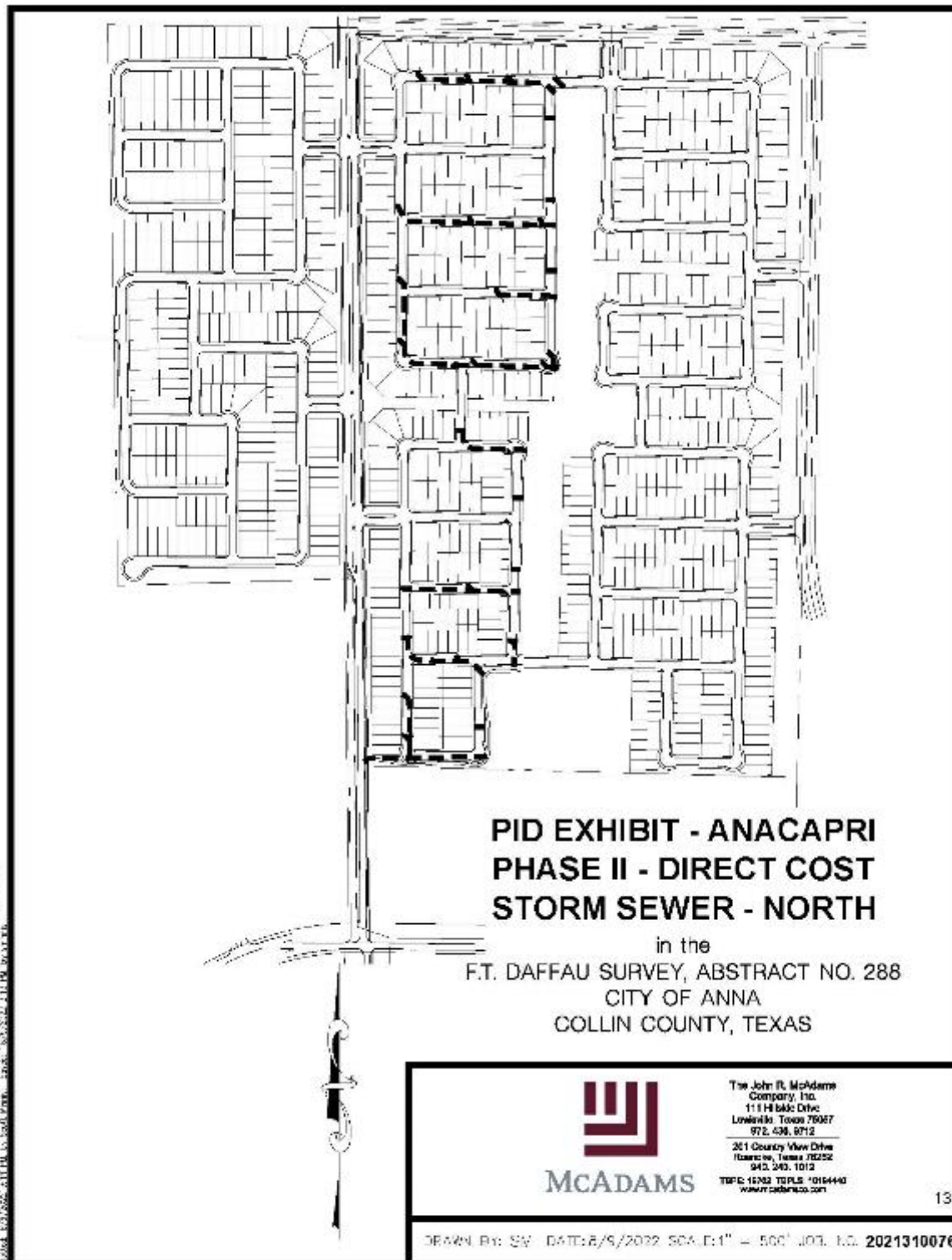
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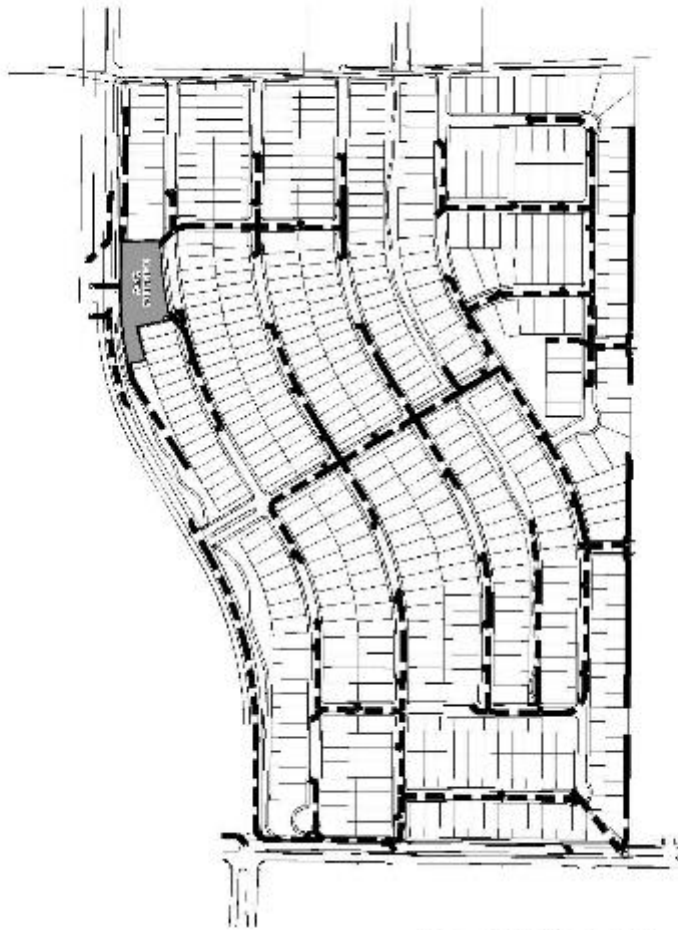
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PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS STORM SEWER - SOUTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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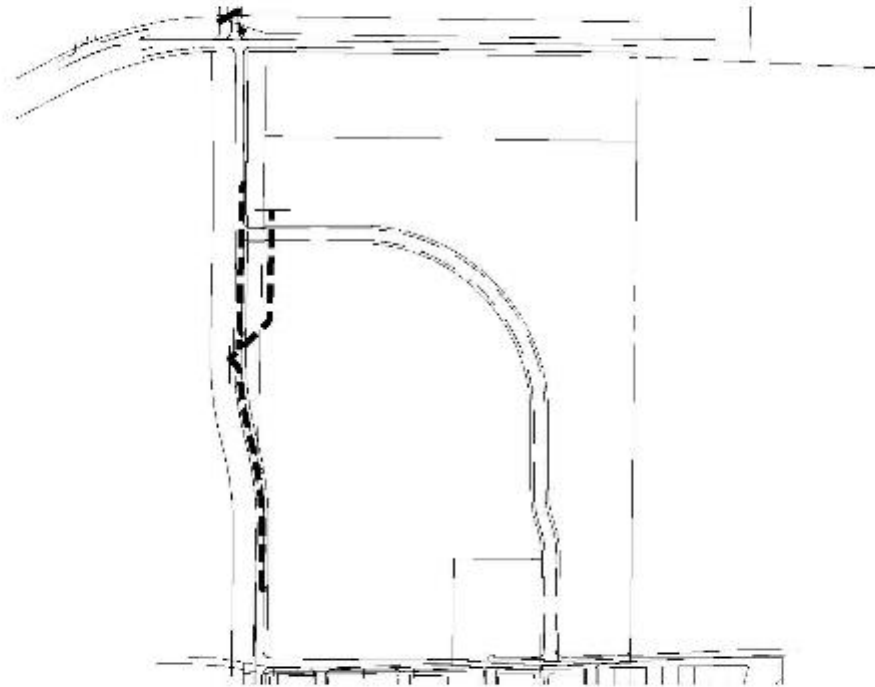
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14

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PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS STORM SEWER - MIDDLE

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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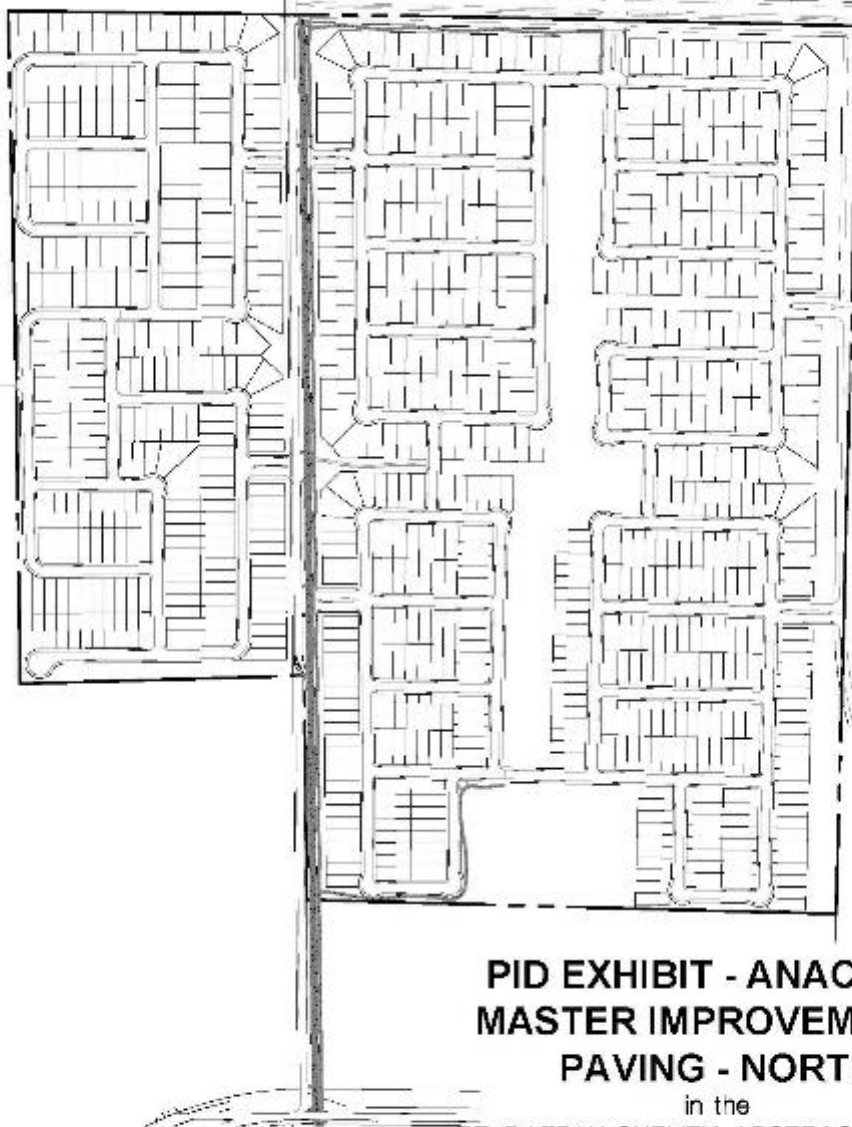
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943.243.1012

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16

DRAWN BY: SV DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

EXHIBIT "F"
PHASE I & II ROADWAY DIRECT AND MASTER IMPROVEMENTS



**PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
PAVING - NORTH**

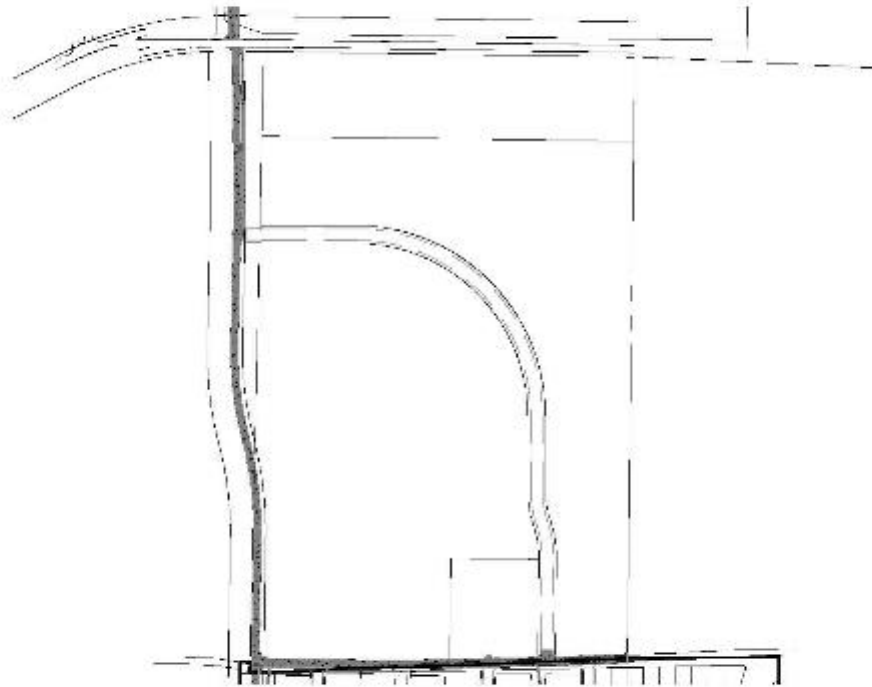


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972, 438, 8712

201 Country View Drive
Huntsville, Tennessee 35892
942.343.1012

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PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS PAVING - MIDDLE

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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19

DRAWN BY: SN DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

1. A REVIEW OF THE CITY OF ANNA'S RECORDS HAS REVEALED THE FOLLOWING INFORMATION:
 2. THE CITY OF ANNA HAS A RECORD OF THE FOLLOWING INFORMATION:
 3. THE CITY OF ANNA HAS A RECORD OF THE FOLLOWING INFORMATION:
 4. THE CITY OF ANNA HAS A RECORD OF THE FOLLOWING INFORMATION:
 5. THE CITY OF ANNA HAS A RECORD OF THE FOLLOWING INFORMATION:
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 9. THE CITY OF ANNA HAS A RECORD OF THE FOLLOWING INFORMATION:
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PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS PAVING - SOUTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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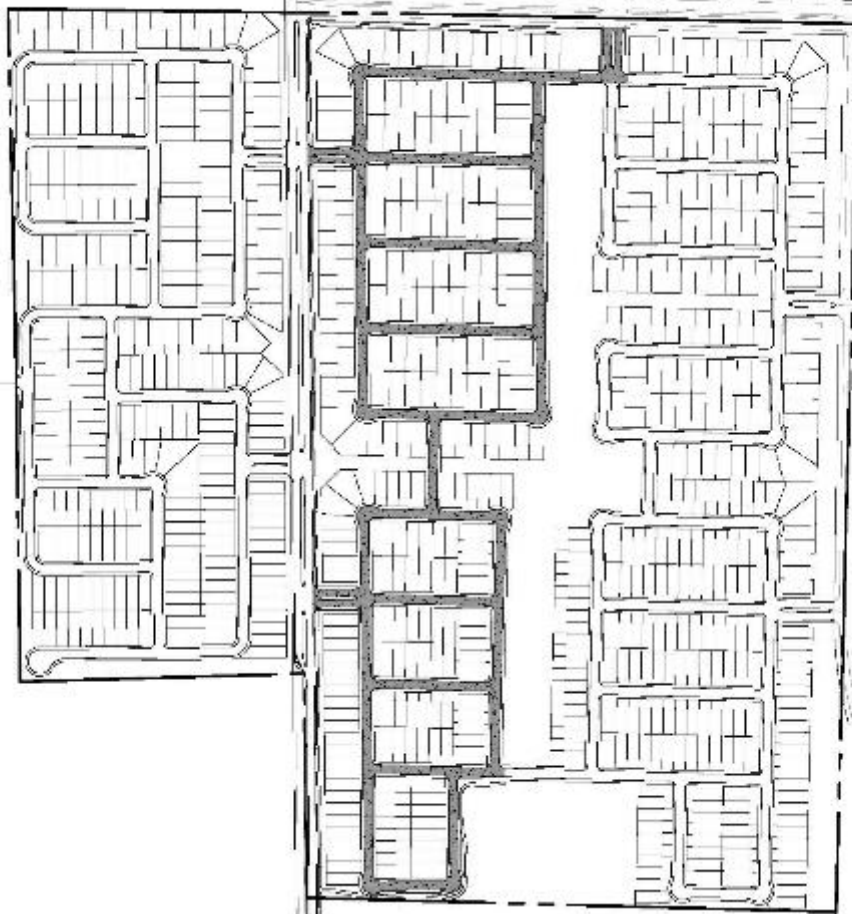
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20

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

THIS IS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN THE NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

2. A REVIEW OF COUNTY OF ANACAPRI PUBLIC IMPROVEMENT DISTRICT NO. 288
2023-2024 FISCAL YEAR BUDGET AND FINANCIAL STATEMENTS



**PID EXHIBIT - ANACAPRI
PHASE II - DIRECT COSTS
PAVING - NORTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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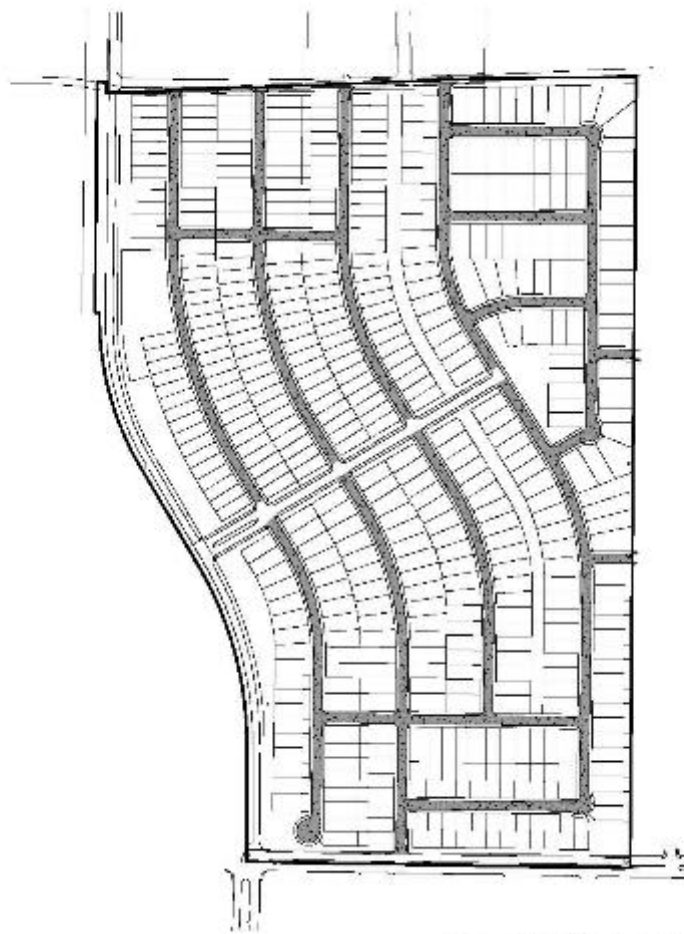
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**PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COSTS
PAVING - SOUTH**

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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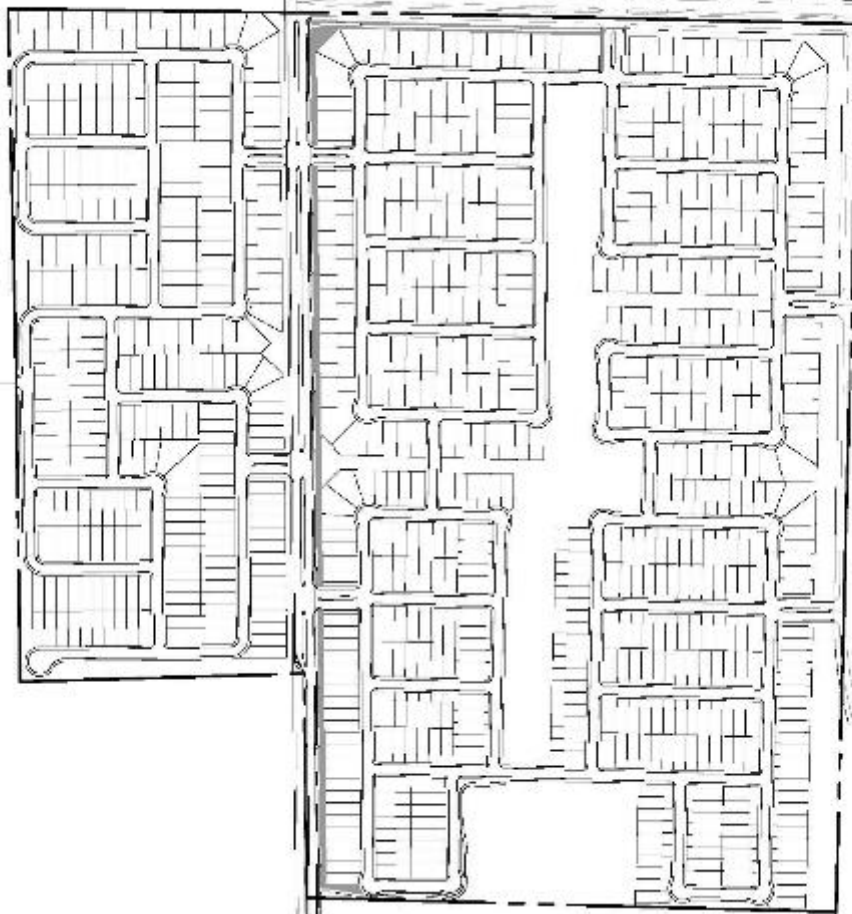
DRAWN BY: SN DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

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EXHIBIT "G"
PHASE I & II LANDSCAPE MASTER IMPROVEMENTS

23

THIS IS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION.



PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - NORTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



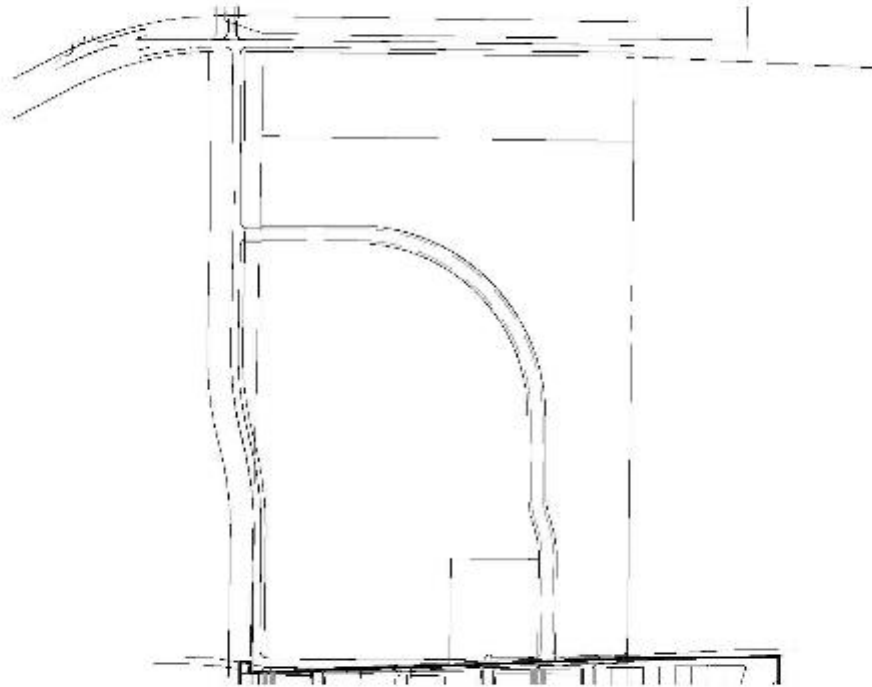
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DRAWN BY: BS DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: MEH22002



PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - MIDDLE

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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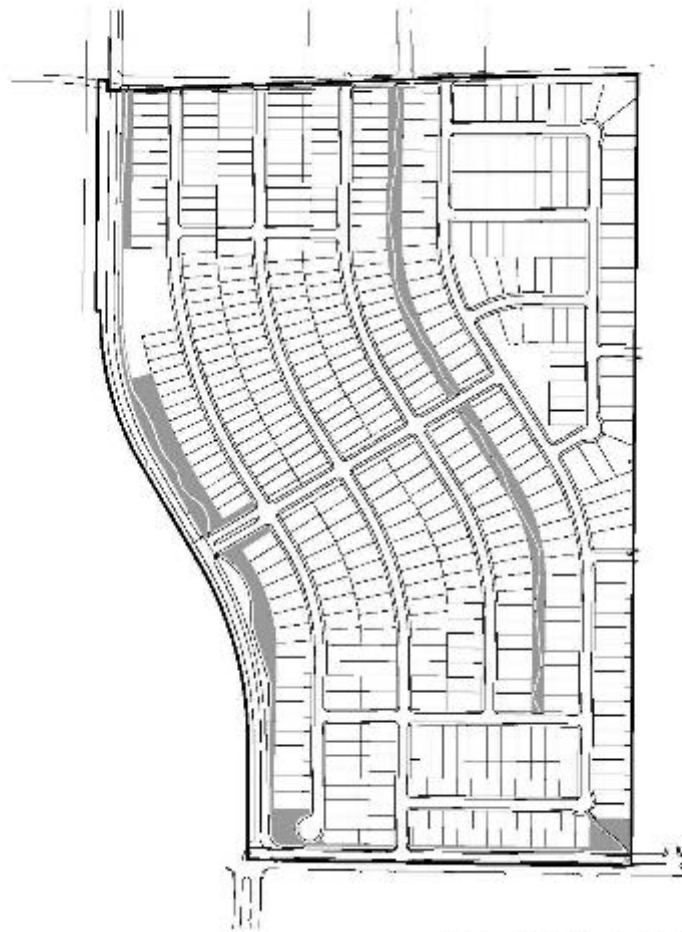
201 Country View Drive
Houma, Louisiana 70725
943.243.1012

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25

DRAWN BY: SN DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

25. A REVIEW OF THE CITY OF ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - MIDDLE, F.T. DAFFAU SURVEY, ABSTRACT NO. 288, CITY OF ANNA, COLLIN COUNTY, TEXAS, WAS CONDUCTED BY THE ENGINEER AND HIS ASSOCIATES, INC. ON 08/03/2022. THE ENGINEER AND HIS ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CITY OF ANACAPRI.



PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - SOUTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS



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25

DRAWN BY: SN DATE: 08/03/2022 SCALE: 1" = 500' JOB NO: 2021310076

EXHIBIT "H"

PHASE 1A – FIELD NOTES AND EXHIBIT

**LEGAL DESCRIPTION
PHASE 1A**

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas:

COMMENCING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1096.45 feet to a 1/2" capped rebar set stamped "McAdams" at the POINT OF BEGINNING;

THENCE S 00°27'59" W, with the west line of said West Crossing Phase 7, a distance of 477.60 feet to a 1/2" capped rebar set stamped "McAdams" at southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;

THENCE S 00°24'48" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 5, a distance of 868.25 feet to a 1/2" capped rebar found stamped "JBI" at the southeast corner of the aforementioned 111.666 acre tract, and being the southwest corner of a 40' right-of-way dedication, as shown on said West Crossing Phase 5, and being on the north line of Hackberry Drive as dedicated by plat of Avery Pointe Phase 1, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-454, Plat Records, Collin County, Texas;

THENCE N 89°08'24" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 988.77 feet to a 1/2" capped rebar found stamped "JBI" at the common south corner of said Two-J Partners tracts of land;

THENCE N 89°49'39" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 316.19 feet to a 1/2" capped rebar set stamped "McAdams", from which the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, bears N 88°49'39" W, a distance of 535.51 feet, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE over, across, and through said 111.666 acre tract, the following:

N 00°00'00" E, a distance of 398.32 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the left;

Northwesterly with the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 30°27'50", an arc length of 638.03 feet, and whose chord bears N 15°13'55" W, a distance of 630.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 30°27'50" W, a distance of 70.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 315.07 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 15.01 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 920.31 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams" at the point of curvature of a curve to the right;

Southeasterly with the arc of said curve to the right, having a radius of 825.00 feet, a central angle of 10°14'08", an arc length of 147.38 feet, and whose chord bears S 26°50'11" E, a distance of 147.18 feet to a 1/2" capped rebar set stamped "McAdams";

N 68°37'07" E, a distance of 204.22 feet to the POINT OF BEGINNING and containing approximately 44.177 acres of land.



EXHIBIT "I"

PHASE IB – FIELD NOTES AND EXHIBIT

**LEGAL DESCRIPTION
PHASE 1B**

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas and being part of that certain tract of land, described in deed to Rebecca Welch, recorded in Volume R, Page 560, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 800.27 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 140.01 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE N 31°31'27" W, a distance of 42.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 29°49'35" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 28°01'44" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 26°13'53" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 24°26'02" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 22°37'18" W, a distance of 43.63 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 20°48'29" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 18°58'39" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 17°09'05" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 15°19'30" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 13°29'56" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 11°40'21" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 10°02'24" W, a distance of 34.53 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 09°07'37" W, a distance of 9.30 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 08°01'12" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 06°11'38" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 04°37'45" W, a distance of 43.83 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 01°58'05" W, a distance of 58.50 feet to a 1/2" capped rebar set stamped "McAdams";
 THENCE N 01°01'36" W, a distance of 25.01 feet to a 1/2" capped rebar set stamped "McAdams";
 N 00°53'45" E, a distance of 494.84 feet to a 1/2" capped rebar set stamped "McAdams" to the north
 line of said 111.666 acre tract, and the south line of that certain tract of land, described in deed to
 Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750, Official Public Records,
 Collin County, Texas;
 THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Kayasa
 Holdings tract, passing at a distance of 303.60 feet, a 5/8" rebar found in said County Road 370, being
 the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of
 Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the
 south line thereof, a total distance of 436.56 feet to a 5/8" rebar found in said County Road 370, from
 which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;
 THENCE N 87°36'59" E with the south line of said City of Anna Tract, passing at 167.15 feet the
 southeast corner thereof, continuing with the south line of said Kayasa Holdings tract, a total distance of
 472.80 feet to a 1/2" rebar found at the southeast corner thereof, being the southwest corner of said
 right-of-way dedication shown on Anna High School Addition;

THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the POINT OF BEGINNING and containing approximately 38.822 acres of land.



LEGAL DESCRIPTION
PHASE 1B
TRACT 2

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas and being part of that certain tract of land, described in deed to Rebecca Welch, recorded in Volume R, Page 560, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 920.31 to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 15.01 feet to the POINT OF BEGINNING, being a 1/2" capped rebar set stamped "McAdams";

THENCE S 59°32'10" W, a distance of 50.02 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 133.23 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1545.00 feet, a central angle of 19°40'59", an arc length of 530.76 feet, and whose chord bears N 22°06'45" W, a distance of 528.16 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 77°43'44" W, a distance of 120.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1665.00 feet, a central angle of 4°27'41", an arc length of 129.65 feet, and whose chord bears S 14°30'06" E, a distance of 129.61 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 73°16'03" W, a distance of 72.92 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1110.00 feet, a central angle of 13°58'13", an arc length of 270.65 feet, and whose chord bears N 06°25'31" W, a distance of 269.98 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 00°33'36" E, a distance of 178.28 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 89°26'24" E, a distance of 28.69 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 88°08'20" E, a distance of 170.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1495.00 feet, a central angle of 30°05'35", an arc length of 785.21 feet, and whose chord bears S 16°54'27" E, a distance of 776.22 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 31°57'15" E, a distance of 134.53 feet to the POINT OF BEGINNING and containing approximately 2.387 Acres (103,970 Square Feet) of land.



EXHIBIT "J"

PHASE IC – FIELD NOTES AND EXHIBIT

**LEGAL DESCRIPTION
PHASE 1C**

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas, and being all of Lot 1x, Block S, Anacapi, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Document Number, Plat Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8" capped rebar found, at the northwest corner of said Oakwood tract, same being the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 2020011700007680, Deed Records, Collin County, Texas, and being in the south line of a certain tract of land, described by deed to QJR Partnership, LTD, recorded in Instrument Number 20020214000237330, Deed Records, Collin County, Texas;

THENCE S 89°14'43" E, with the north line of said Oakwood tract, same being the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found, at the southeast corner thereof, being in the north line of said Oakwood tract, same being the west line of a certain tract of land described by deed to Kayasa Holdings, LLC, recorded in Instrument Number 20190807000946750, Deed Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said oakwood tract, same being the west line of said kayasa tract, a distance of 36.17 feet to a 5/8" rebar found at the southwest corner thereof, and being in the north line of said oakwood tract;

THENCE N 87°53'54" E, with the north line of said Oakwood tract, and the south line of said Kayasa tract, a distance of 142.23 to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner of a certain called 0.773 acre Variable Width Right-of-way Dedication to the City of Anna, according to said Anacapi, Phase 1B, and being in the north line of said Oakwood tract;

THENCE with the west line of said Anacapi, Phase 1B the following 21 bearings and distances:

S 00°53'45" W, a distance of 460.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°01'36" E a distance of 25.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°58'05" E, a distance of 58.50 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 04°37'45" E, a distance of 43.83 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 06°11'38" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 08°01'12" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 09°07'37" E, a distance of 9.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 10°02'24" E, a distance of 34.53 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 11°40'21" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 13°29'56" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 15°19'30" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 17°09'05" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 18°58'39" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 20°48'29" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 22°37'18" E, a distance of 43.63 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 24°26'02" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 26°13'53" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 28°01'44" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 29°49'35" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°31'27" E, a distance of 42.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°57'15" E, a distance of 140.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southwest corner of Lot 1X, of said Anacapri, Phase 1B, and being in the north line of Capo Verde Drive (called Variable Width Right-of-way), according to plat of Anacapri Phase 1A, an

addition to the City of Anna, according to the plat thereof recorded in Instrument Number, Plat Records, Collin County, Texas;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, a distance of 120.04 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 31°57'15" W, with the north line of said Capo Verde Drive, a distance of 15.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Lot 1X;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, and the most southeasterly south line of said Lot 1X, passing the most southeasterly southwest corner thereof at a distance of 50.02 feet, passing the northeast intersection of said Capo Verde Drive and Ferguson Parkway at a distance of 255.08, continuing a total distance of 315.07 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 30°27'50" W, a distance of 320.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", and an arc length of 547.33 feet, whose chord bears N 14°47'03" W, 540.52 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 89°26'24" W, a distance of 15.28 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Oakwood tract, and being in the east line of said Bloomfield tract;

THENCE N 00°33'36" E, with the west line of said Oakwood tract, and the east line of said Bloomfield tract a distance of 784.11 feet to the POINT OF BEGINNING and containing approximately 14.71 acres of land.



EXHIBIT "K"

PHASE II – FIELD NOTES AND EXHIBIT

**LEGAL DESCRIPTION
PHASE 2
66.262 ACRES**

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE N 88°38'19" W, with the north line of said 84.000 acre tract, and the south line of said Cox ETAL tract, and County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING being a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract the following twenty-six (26) calls:

S 01°34'27" W, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears S 02°08'03" E, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 57°31'46" W, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°29'20" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears S 25°56'05" W, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 11°44'24" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 43°25'33" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 78°15'36" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 75°06'42" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears S 50°47'40" W, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following five (5) calls:

N 88°25'33" W, passing the west line of said 84.000 acre tract, same being the east line of said 95.444 acre tract, continuing a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 00°42'34" E, a distance of 302.85' to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°01'25" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 44°17'26" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°35'53" W, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the easterly south line of said 95.444 acre tract, same being the north line of a certain tract of land described by deed to Anna Texas Land, LTD, recorded in Instrument Number 20140718000750570, Deed Records, Collin County, Texas, from which a 1/2" rebar found, at the southeast corner of said 95.444 acre tract, same being the southwest corner of said 84.000 acre tract, bears S 88°24'07" E, 126.55 feet;

THENCE N 88°24'07" W, with the easterly south line of said 95.444 acre tract, and the north line of said Anna Texas Land tract, a distance of 466.08 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the most easterly southwest corner of said 95.444 acre tract, same being the northwest corner of said Anna Texas Land tract, and being in the east line of a certain tract of land, described by deed to DR Horton-Texas, LTD, recorded in Instrument Number 20210212000310470, Deed Records, Collin County, Texas;

THENCE N 00°34'00" W, with the most southerly west line of said 95.444 acre tract, and being the most southerly east line of said DR Horton tract, a distance of 762.32 feet to a 1/2" capped rebar found (yellow cap) at the inner ell of said 95.444 acre tract, same being the most southerly northeast corner of said DR Horton tract;

THENCE S 88°20'56" W, with the most westerly south line of said 95.444 acre tract, and the most easterly north line of said DR Horton tract, a distance of 38.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set, stamped "MCADAMS" being in the north line of said 95.444 acre tract, and the south line of a certain tract of land, described by deed to Laura Collins, recorded in Instrument Number 19940310000236490, Deed Records, Collin County, Texas;

THENCE S 89°17'15" E, with the north line of said 95.44 acre tract, and the south line of said Laura Collins tract, and the south line of County Road 371, a distance of 554.53 to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Laura Collins tract, being in the north line of said 95.444 acre tract, being in County Road 371, and being the southwest corner of a called 60-foot right-of-way dedication to the City of Anna, recorded in Cabinet Q, Page 604, Plat Records, Collin County, Texas;

THENCE S 88°41'44" E, with the south line of said 60' ROW dedication, County Road 371, and the north line of said 95.444 acre tract, passing a PK Nail Found at the northeast corner thereof, same being the northwest corner of said 84.000 acre tract, at a distance of 190.26 feet, continuing with the north line thereof, passing the southeast corner of said 60' ROW dedication, same being the southwest corner of Bryant Farm Road, passing a PK Nail with shiner, stamped J.F. Smith 3700, at a distance of 587.18 feet, a continuing a total distance of 591.09 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Bryant Farm Road, same being the southwest corner of said Cox ETAL tract;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract and the south line of said Cox ETAL tract, a distance of 15.75 feet to the POINT OF BEGINNING and being approximately 66.262 acres of land.



EXHIBIT “L”

PHASE III – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION

Phase 3

48.585 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anacapri Laguna Azure tract, and being in County Road 371;

THENCE S 89°17'15" E, with the north line of said Anacapri Laguna Azure tract, and with the approximate center of Country Road 371, a distance of 941.99 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set stamped "MCADAMS" on a south line of said Anacapri Laguna Azure tract, from which a 1/2" capped rebar found at an inner elle corner thereof bears N 88°20'56" E, 38.41 feet;

THENCE S 88°20'56" W, with a south line of said Anacapri Laguna Azure tract, and a north line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 20210212000310470, Real Property Records, Collin County, Texas, a distance of 928.68 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°46'28" W, with the common line of said Anacapri Laguna Azure tract, and said DR Horton tract, a distance of 1103.04 feet to a 1/2" capped rebar set stamped "MCADAMS"

THENCE N 01°17'06" W, continuing with the common line thereof, a distance of 1185.78 feet to the POINT OF BEGINNING and containing approximately 48.585 acres of land.



EXHIBIT “M”

PHASE IV – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
PHASE 4
64.604 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE S 01°29'20" W, with the east line of said Anacapri tract recorded in 20210819001679920, and with the west line of said Tract 1, passing the southwest corner thereof, being the northwest corner of that certain tract of land, described in deed to LGI Homes-Texas, LLC, recorded in Instrument Number 201908200001009780, Deed Records, Collin County, Texas, and continuing with the west line thereof, a total distance of 3021.11 feet to a 1/2" rebar found at the southwest corner of the aforementioned Anacapri tract;

THENCE N 88°29'03" W, with the south line of said Anacapri tract recorded in 20210819001679920, a distance of 1211.75 feet a 1/2" rebar found at the southwest corner thereof, and being the southeast corner of said Anacapri tract recorded in 20210819001679940;

THENCE N 88°24'07" W, with the south line of said Anacapri tract, recorded in 20210819001679940, a distance of 126.55 feet;

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following:

N 01°35'53" E, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 44°17'26" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°01'25" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°42'34" W, a distance of 302.85' to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears N 50°47'40" E, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 75°06'42" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 78°15'36" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 43°25'33" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 11°44'24" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of $101^{\circ}58'39''$, and an arc length of 88.99 feet, whose chord bears $N\ 25^{\circ}56'05''\ E$, 77.70 feet, to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 01^{\circ}34'27''\ E$, a distance of 111.02 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$S\ 88^{\circ}25'33''\ E$, a distance of 560.00 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 01^{\circ}29'20''\ E$, a distance of 50.00 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 88^{\circ}25'33''\ W$, a distance of 609.92 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 01^{\circ}34'27''\ E$, a distance of 117.60 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 57^{\circ}31'46''\ E$, a distance of 24.65 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of $60^{\circ}40'22''$, and an arc length of 52.95 feet, whose chord bears $N\ 02^{\circ}08'03''\ W$, 50.51 feet, to a $1/2''$ capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of $26^{\circ}37'41''$, and an arc length of 23.24 feet, whose chord bears $N\ 14^{\circ}53'18''\ E$, 23.03 feet, to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 01^{\circ}34'27''\ E$, a distance of 495.79 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$S\ 88^{\circ}25'33''\ E$, a distance of 65.00 feet to a $1/2''$ capped rebar set, stamped "MCADAMS";

$N\ 01^{\circ}34'27''\ E$, a distance of 230.33 feet to a $1/2''$ capped rebar set, stamped "MCADAMS" to the north line of said 84.000 acre tract, and being in said County Road 371;

THENCE $S\ 88^{\circ}38'19''\ E$, with the north line of said 84.000 acre tract, and with said County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING and containing approximately 64.604 acres of land.



APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

- Improvement Area #1
 - Improvement Area #1 Initial Parcel
 - Lot Type 1
 - Lot Type 2
- Improvement Area #2A
 - Improvement Area #2A Initial Parcel
 - Lot Type 3
 - Lot Type 4

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ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE IMPROVEMENT AREA #1 – INITIAL PARCEL
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NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$22,145,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	555,538.41	1,229,047.50	40,000.00	1,824,585.91
2024	586,370.79	1,198,215.12	40,800.00	1,825,385.91
2025	618,914.37	1,165,671.54	41,616.00	1,826,201.91
2026	653,264.11	1,131,321.79	42,448.32	1,827,034.23
2027	689,520.27	1,095,065.63	43,297.29	1,827,883.19
2028	369,660.42	1,056,797.26	44,163.23	1,470,620.91
2029	390,176.57	1,036,281.11	45,046.50	1,471,504.17
2030	411,831.37	1,014,626.31	45,947.43	1,472,405.10
2031	434,688.01	991,769.67	46,866.38	1,473,324.05
2032	458,813.20	967,644.48	47,803.70	1,474,261.38
2033	484,277.33	942,180.35	48,759.78	1,475,217.45
2034	511,154.72	915,302.96	49,734.97	1,476,192.65
2035	539,523.81	886,933.87	50,729.67	1,477,187.35
2036	569,467.38	856,990.30	51,744.27	1,478,201.94
2037	601,072.82	825,384.86	52,779.15	1,479,236.83
2038	634,432.36	792,025.32	53,834.73	1,480,292.41
2039	669,643.35	756,814.32	54,911.43	1,481,369.10
2040	706,808.56	719,649.12	56,009.66	1,482,467.33
2041	746,036.44	680,421.24	57,129.85	1,483,587.53
2042	787,441.46	639,016.22	58,272.45	1,484,730.12
2043	831,144.46	595,313.22	59,437.90	1,485,895.57
2044	877,272.98	549,184.70	60,626.65	1,487,084.33
2045	925,961.63	500,496.05	61,839.19	1,488,296.86
2046	977,352.50	449,105.18	63,075.97	1,489,533.65
2047	1,031,595.56	394,862.12	64,337.49	1,490,795.17
2048	1,088,849.11	337,608.56	65,624.24	1,492,081.92
2049	1,149,280.24	277,177.44	66,936.72	1,493,394.40
2050	1,213,065.29	213,392.38	68,275.46	1,494,733.14
2051	1,280,390.42	146,067.26	69,640.97	1,496,098.64
2052	1,351,452.09	75,005.59	71,033.79	1,497,491.46
Total	\$ 22,145,000.00	\$ 22,439,371.44	\$ 1,622,723.17	\$ 46,207,094.61

Footnotes:

- 1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.
- 2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 1

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$45,099.70

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *AnaCapri Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	1,131.39	2,503.03	81.46	3,715.88
2024	1,194.18	2,440.24	83.09	3,717.51
2025	1,260.46	2,373.96	84.75	3,719.18
2026	1,330.41	2,304.01	86.45	3,720.87
2027	1,404.25	2,230.17	88.18	3,722.60
2028	752.84	2,152.23	89.94	2,995.01
2029	794.62	2,110.45	91.74	2,996.81
2030	838.72	2,066.35	93.57	2,998.65
2031	885.27	2,019.80	95.45	3,000.52
2032	934.40	1,970.67	97.36	3,002.43
2033	986.26	1,918.81	99.30	3,004.37
2034	1,041.00	1,864.07	101.29	3,006.36
2035	1,098.77	1,806.30	103.31	3,008.39
2036	1,159.76	1,745.32	105.38	3,010.45
2037	1,224.12	1,680.95	107.49	3,012.56
2038	1,292.06	1,613.01	109.64	3,014.71
2039	1,363.77	1,541.30	111.83	3,016.90
2040	1,439.46	1,465.61	114.07	3,019.14
2041	1,519.35	1,385.72	116.35	3,021.42
2042	1,603.67	1,301.40	118.68	3,023.75
2043	1,692.68	1,212.39	121.05	3,026.12
2044	1,786.62	1,118.45	123.47	3,028.54
2045	1,885.78	1,019.29	125.94	3,031.01
2046	1,990.44	914.63	128.46	3,033.53
2047	2,100.91	804.16	131.03	3,036.10
2048	2,217.51	687.56	133.65	3,038.72
2049	2,340.58	564.49	136.32	3,041.39
2050	2,470.48	434.59	139.05	3,044.12
2051	2,607.60	297.48	141.83	3,046.90
2052	2,752.32	152.75	144.66	3,049.74
Total	\$ 45,099.70	\$ 45,699.20	\$ 3,304.78	\$ 94,103.68

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$50,343.85

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	1,262.95	2,794.08	90.93	4,147.96
2024	1,333.04	2,723.99	92.75	4,149.78
2025	1,407.02	2,650.01	94.61	4,151.64
2026	1,485.11	2,571.92	96.50	4,153.53
2027	1,567.54	2,489.49	98.43	4,155.46
2028	840.38	2,402.49	100.40	3,343.27
2029	887.02	2,355.85	102.41	3,345.28
2030	936.25	2,306.62	104.46	3,347.33
2031	988.21	2,254.66	106.54	3,349.42
2032	1,043.05	2,199.82	108.68	3,351.55
2033	1,100.94	2,141.93	110.85	3,353.72
2034	1,162.05	2,080.83	113.07	3,355.94
2035	1,226.54	2,016.33	115.33	3,358.20
2036	1,294.61	1,948.26	117.63	3,360.50
2037	1,366.46	1,876.41	119.99	3,362.86
2038	1,442.30	1,800.57	122.39	3,365.26
2039	1,522.35	1,720.52	124.83	3,367.70
2040	1,606.84	1,636.03	127.33	3,370.20
2041	1,696.02	1,546.85	129.88	3,372.75
2042	1,790.15	1,452.72	132.48	3,375.35
2043	1,889.50	1,353.37	135.12	3,378.00
2044	1,994.37	1,248.50	137.83	3,380.70
2045	2,105.06	1,137.81	140.58	3,383.45
2046	2,221.89	1,020.98	143.40	3,386.27
2047	2,345.20	897.67	146.26	3,389.13
2048	2,475.36	767.51	149.19	3,392.06
2049	2,612.74	630.13	152.17	3,395.04
2050	2,757.75	485.12	155.22	3,398.09
2051	2,910.81	332.07	158.32	3,401.19
2052	3,072.35	170.52	161.49	3,404.36
Total	\$ 50,343.85	\$ 51,013.06	\$ 3,689.06	\$ 105,045.97

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE IMPROVEMENT AREA #2A – INITIAL PARCEL

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

**IMPROVEMENT AREA #2A INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$11,025,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2A INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	276,577.60	611,887.50	40,000.00	928,465.10
2024	291,927.66	596,537.44	40,800.00	929,265.10
2025	308,129.64	580,335.46	41,616.00	930,081.10
2026	325,230.84	563,234.26	42,448.32	930,913.42
2027	343,281.15	545,183.95	43,297.29	931,762.39
2028	184,037.30	526,131.85	44,163.23	754,332.38
2029	194,251.37	515,917.78	45,046.50	755,215.65
2030	205,032.33	505,136.83	45,947.43	756,116.58
2031	216,411.62	493,757.53	46,866.38	757,035.53
2032	228,422.46	481,746.69	47,803.70	757,972.86
2033	241,099.91	469,069.24	48,759.78	758,928.93
2034	254,480.96	455,688.20	49,734.97	759,904.12
2035	268,604.65	441,564.50	50,729.67	760,898.82
2036	283,512.21	426,656.94	51,744.27	761,913.42
2037	299,247.14	410,922.02	52,779.15	762,948.30
2038	315,855.35	394,313.80	53,834.73	764,003.89
2039	333,385.32	376,783.83	54,911.43	765,080.58
2040	351,888.21	358,280.94	56,009.66	766,178.81
2041	371,418.00	338,751.15	57,129.85	767,299.00
2042	392,031.70	318,137.45	58,272.45	768,441.60
2043	413,789.46	296,379.69	59,437.90	769,607.05
2044	436,754.78	273,414.37	60,626.65	770,795.81
2045	460,994.67	249,174.48	61,839.19	772,008.34
2046	486,579.87	223,589.28	63,075.97	773,245.12
2047	513,585.06	196,584.10	64,337.49	774,506.64
2048	542,089.03	168,080.13	65,624.24	775,793.39
2049	572,174.97	137,994.19	66,936.72	777,105.88
2050	603,930.68	106,238.47	68,275.46	778,444.61
2051	637,448.83	72,720.32	69,640.97	779,810.12
2052	672,827.24	37,341.91	71,033.79	781,202.94
Total	\$ 11,025,000.00	\$ 11,171,554.31	\$ 1,622,723.17	\$ 23,819,277.47

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 3

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$44,322.64

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *AnaCapri Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF COLLIN

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Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	1,111.90	2,459.91	160.81	3,732.61
2024	1,173.61	2,398.20	164.02	3,735.83
2025	1,238.74	2,333.06	167.30	3,739.11
2026	1,307.49	2,264.31	170.65	3,742.45
2027	1,380.06	2,191.75	174.06	3,745.87
2028	739.87	2,115.15	177.54	3,032.56
2029	780.93	2,074.09	181.10	3,036.11
2030	824.27	2,030.75	184.72	3,039.74
2031	870.02	1,985.00	188.41	3,043.43
2032	918.30	1,936.72	192.18	3,047.20
2033	969.27	1,885.75	196.02	3,051.04
2034	1,023.06	1,831.96	199.94	3,054.96
2035	1,079.84	1,775.18	203.94	3,058.96
2036	1,139.77	1,715.24	208.02	3,063.04
2037	1,203.03	1,651.99	212.18	3,067.20
2038	1,269.80	1,585.22	216.43	3,071.44
2039	1,340.27	1,514.74	220.75	3,075.77
2040	1,414.66	1,440.36	225.17	3,080.19
2041	1,493.17	1,361.85	229.67	3,084.69
2042	1,576.04	1,278.97	234.27	3,089.28
2043	1,663.51	1,191.50	238.95	3,093.97
2044	1,755.84	1,099.18	243.73	3,098.75
2045	1,853.29	1,001.73	248.61	3,103.62
2046	1,956.15	898.87	253.58	3,108.60
2047	2,064.71	790.31	258.65	3,113.67
2048	2,179.30	675.71	263.82	3,118.84
2049	2,300.25	554.76	269.10	3,124.12
2050	2,427.92	427.10	274.48	3,129.50
2051	2,562.67	292.35	279.97	3,134.99
2052	2,704.90	150.12	285.57	3,140.59
Total	\$ 44,322.64	\$ 44,911.82	\$ 6,523.66	\$ 95,758.13

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 4

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$49,476.44

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *AnaCapri Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

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SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

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SIGNATURE OF PURCHASER

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STATE OF TEXAS

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COUNTY OF COLLIN

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Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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ANNUAL INSTALLMENTS – LOT TYPE 4

Annual Installment Due 1/31	Principal	Interest ¹	Annual Collection Costs	Annual Installment ²
2023	1,241.19	2,745.94	179.51	4,166.63
2024	1,310.07	2,677.06	183.10	4,170.22
2025	1,382.78	2,604.35	186.76	4,173.89
2026	1,459.53	2,527.60	190.49	4,177.62
2027	1,540.53	2,446.60	194.30	4,181.43
2028	825.90	2,361.10	198.19	3,385.19
2029	871.73	2,315.26	202.15	3,389.15
2030	920.12	2,266.88	206.20	3,393.19
2031	971.18	2,215.82	210.32	3,397.32
2032	1,025.08	2,161.91	214.53	3,401.52
2033	1,081.97	2,105.02	218.82	3,405.81
2034	1,142.02	2,044.97	223.19	3,410.19
2035	1,205.41	1,981.59	227.66	3,414.65
2036	1,272.31	1,914.69	232.21	3,419.21
2037	1,342.92	1,844.08	236.85	3,423.85
2038	1,417.45	1,769.55	241.59	3,428.59
2039	1,496.12	1,690.88	246.42	3,433.42
2040	1,579.15	1,607.84	251.35	3,438.35
2041	1,666.80	1,520.20	256.38	3,443.38
2042	1,759.30	1,427.69	261.51	3,448.50
2043	1,856.95	1,330.05	266.74	3,453.73
2044	1,960.01	1,226.99	272.07	3,459.07
2045	2,068.79	1,118.21	277.51	3,464.51
2046	2,183.60	1,003.39	283.06	3,470.06
2047	2,304.79	882.20	288.72	3,475.72
2048	2,432.71	754.29	294.50	3,481.50
2049	2,567.73	619.27	300.39	3,487.39
2050	2,710.23	476.76	306.40	3,493.39
2051	2,860.65	326.34	312.52	3,499.52
2052	3,019.42	167.58	318.78	3,505.77
Total	\$ 49,476.44	\$ 50,134.13	\$ 7,282.23	\$ 106,892.79

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, and 5.55% for the remaining term, as described in the Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A LIEN TO VALUE RATIO WITH RESPECT TO THE ANACAPRI DEVELOPMENT AGREEMENT

WHEREAS, the City of Anna, Texas (the “City”) entered into that certain Anacapri Development Agreement with Anacapri Laguna Azure, LLC (the “Developer”) having an Effective Date of on or about October 18, 2021 (the “Development Agreement”); and

WHEREAS, the Development Agreement allows for the City to issue PID Bonds and establishes a minimum value to lien ratio of 2:1 unless the Council approves a lower ratio; and

WHEREAS, the City Council desires to establish a minimum value to lien ratio as set forth in this resolution;

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 of the City of Anna, Texas, pursuant to Section 4.1(n) of the Development Agreement, as amended, hereby approves a minimum value to lien ratio of 1.8.

PASSED by the City Council of the City of Anna, Texas, on this 23rd day of August 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Lee Miller, Mayor Pro-Tem