

AGENDA



City Council Meeting

Tuesday, September 27, 2022 @ 6:30 PM

**Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on September 27, 2022 at the Anna Municipal Complex, Council Chambers, located at 120 W. 7th Street, to consider the following items.

Welcome to the City Council meeting. 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. Proclamation Declaring October 9-15 as Fire Prevention Week for the City of Anna (Fire Chief Ray Isom)
- b. Staff will present an update on the design of Anna Fire Station #2. (CIP Manager Justin Clay)

- c. Introduction of Deputy City Secretary Jeovanna Rubio. (City Secretary Carrie Land)
 - d. Introduction of Assistant Finance Director Aimee Ferguson. (Assistant City Manager Ryan Henderson)
 - e. Report on the September 19th Parks Advisory Board meeting and neighbor input and planning session for the new splash pad at Slayter Creek Park. (Director of Neighborhood Services Marc Marchand)
5. **Work Session.**
- a. Zoning Discussion - Northwest and southwest corner of State Highway 5 and County Road 423. (Director of Development Services Ross Altobelli)
 - b. Discuss appointment to the Diversity and Inclusion Commission. (City Secretary Carrie Land)
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 September 6, 2022 and September 13, 2022. (City Secretary Carrie Land)
 - b. Review Minutes of the July 21, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
 - c. Review Monthly Financial Report for the Month Ending August 31, 2022. (Budget Manager Terri Doby)
 - d. Approve a Resolution authorizing the City Manager to accept and approve a quote from National Fitness Campaign for the purchase of equipment to be installed on a fitness court at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker)
 - e. Approve a Resolution re-appointing Robert Hallberg as City of Anna representative on the Greater Texoma Utility Authority Board of Directors for the term to expire December 31, 2024. (City Secretary Carrie Land)
 - f. Approve a Resolution authorizing the City Manager to approve a contract with Tyler Technologies of Plano, TX for Municipal Justice powered by Incode for use in Municipal Court. (Finance Director Alan Guard)
 - g. Approve corrected versions of the Ordinances Adopting New Roadway, Water, & Sanitary Sewer Impact Fees, correcting scrivener's errors, for execution by the Mayor and City Secretary as corrected versions of Ordinance 997-2022 and Ordinance 999-2022 adopted at the August 23, 2022 City Council Meeting. (Director of Public Works Greg Peters, P.E.)
 - h. Approve an Ordinance abandoning a portion of public right-of-way for County Road 369 deemed unnecessary for use by the public and authorizing the Mayor to execute a Quitclaim Deed to transfer the property to the adjacent landowner in a form approved by the City Attorney. (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 98.0± acres located on the south side of E. White Street, 500± feet east of S. Interurban Street from AG Agricultural District, SF-E Single-Family Residential

and Planned Development (Ord. No. 145-2004) to Planned Development. (Director of Development Services Ross Altobelli)

- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend zoning on 28.0± acres located at the southwest corner of W. White Street and Slayter Creek Road. The property is currently zoned Planned Development (961-2022). (Director of Development Services Ross Altobelli)
- c. Discuss/Consider/Approve the final concept plan for a Wheeled Sports Park at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker, RLA)
- d. Consider/Discuss/Approve a Resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna Economic Development Corporation (Assistant Director of Economic Development Taylor Lough).
- e. Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a Project Specific Purchase Order with Quiddity Engineering for the design of the next expansion to the Collin Pump Station in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)
- f. Discuss/Consider/Approve a Resolution authorizing the City Manager to enter into a Project Specific Purchase Order and AIA agreement with BRW Architects for the design of the exterior shell and the structural engineering design of the Anna Community Library, in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)
- g. Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a Project Specific Purchase Order with Teague Nall & Perkins, Incorporated, for the landscape design associated with the Anna Community Library Project in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

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

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).Bond Issuance; "*Bunetto v. City of Anna*, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division."
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).Proposed Development
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

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 09/23/2022.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022

Staff Contact: Ray Isom

AGENDA ITEM:

Proclamation Declaring October 9-15 as Fire Prevention Week for the City of Anna (Fire Chief Ray Isom)

SUMMARY:

For the betterment of the City of Anna, Chief Isom ensures that the fire department implement the highest quality fire prevention activities and community programs for its residents. Fire prevention and safety is a serious public safety concern and, unfortunately, residences are where people are at greatest risk from fire. Chief Isom and the entire Anna Fire Department are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education.

Fire Prevention Week, an annual occurrence organized by the National Fire Protection Association (NFPA), is scheduled for the week of October 9th through the 15th. This year's Fire Prevention Week theme is, "Fire won't wait. Plan your escape."

The program focuses on educating the public and our school age children regarding smoke alarms, knowing your way out of a dangerous environment, planning, and practicing a home fire escape plan so that families are more prepared and more likely to survive a fire, and to making sure their carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities.

Working smoke alarms cut the risk of dying in reported home fires in half and can sense smoke well before a person can, alerting them to the fire danger where they may have as little as 2 minutes to safely escape.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

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

Goal 3: Anna - A Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Fire Prevention Week 2022 Proclamation

APPROVALS:

Stephanie Welch, Adm Assistant
Jim Proce, City Manager

Created/Initiated - 9/21/2022
Final Approval - 9/21/2022

City of Anna, Texas

Proclamation



Fire Prevention Week (October 9-15, 2022)

WHEREAS, the City of Anna is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, City of Anna residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, City of Anna residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, City of Anna residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, City of Anna first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, City of Anna residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week™ theme, “Fire won’t wait. Plan your escape.™,” effectively serves to remind City of Anna it is important to have a home fire escape plan.

THEREFORE, I, Mayor Nate Pike, City of Anna, do hereby proclaim October 9-15, 2022, as Fire Prevention Week throughout this city, and I urge all the people of the City of Anna to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of the City of Anna fire and emergency services.

In witness, whereof I have hereunto set my hand this day of September 27, 2022, and called this seal to be affixed.

Nate Pike, Mayor



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022

Staff Contact:

AGENDA ITEM:

Staff will present an update on the design of Anna Fire Station #2. (CIP Manager Justin Clay)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 9/21/2022
Final Approval - 9/21/2022



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Introduction of Deputy City Secretary Jeovanna Rubio. (City Secretary Carrie Land)

SUMMARY:

Jeovanna Rubio is a dedicated and strong-willed individual who is looking forward to being able to serve the people of this community. She grew up within this community and graduated from Anna High School. Jeovanna then went on to receive a Bachelor's Degree in Supply Chain, Logistics, and Transportation Management from Bellevue University. She also has previous experience in Management, Human Resources, and Government. Jeovanna will step up to any task or challenge that is given to her.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022



Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Alan Guard

AGENDA ITEM:

Introduction of Assistant Finance Director Aimee Ferguson. (Assistant City Manager Ryan Henderson)

SUMMARY:

Following a rigorous selection process, Aimee Ferguson has been selected as the new Assistant Finance Director. Aimee comes to Anna from the City of Celina where she has served as the Budget Manager for the last two years. Aimee has more than 15 years of accounting experience, previously serving as a Staff Accountant and Senior Accountant with the Morial Convention Center in New Orleans, LA, where she was responsible for financial reporting, implementing a new ERP system, and completed the FEMA project worksheet reconciliation for \$15 million of Public Assistance and Hazard Mitigation following Hurricane Katrina.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
GOAL 4 HIGH PERFORMING PROFESSIONAL CITY

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Alan Guard, Director of Finance
Jim Proce, City Manager

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022



Item No. 4.e.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Marc Marchand

AGENDA ITEM:

Report on the September 19th Parks Advisory Board meeting and neighbor input and planning session for the new splash pad at Slayter Creek Park. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

The report will highlight the discussion had at the last Parks Advisory Board Meeting related to the renovated Splash Pad at Slayter Creek Park.

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:

As the Council has previously approved the Design/Build process for this project, and time is of the essence to get the project completed before the next season, this is only an informational update. No direction or input is being sought.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 9/21/2022
Final Approval - 9/22/2022



Item No. 5.a.

City Council Agenda
Planning Staff Report

Meeting Date: 9/27/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning Discussion - Northwest and southwest corner of State Highway 5 and County Road 423. (Director of Development Services Ross Altobelli)

SUMMARY:

Land Use discussion and direction for a tract of land is located at the northwest and southwest corners of State Highway 5 and County Road 423. The Future Land Use Plan within the Anna2050 Comprehensive Plan identifies this area as Cluster Residential.

CLUSTER RESIDENTIAL (CR)

Character & Intent

Cluster residential neighborhoods are intended to provide smaller single family detached and attached residential lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks.

Land Use Considerations

Primary Land Use

Single-family detached homes, townhomes and other single-family attached homes

Secondary Land Use

Civic and institutional uses, parks and open space

Indicators & Assumptions

- + Lot size (range) 5,000 – 7,500 SF



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

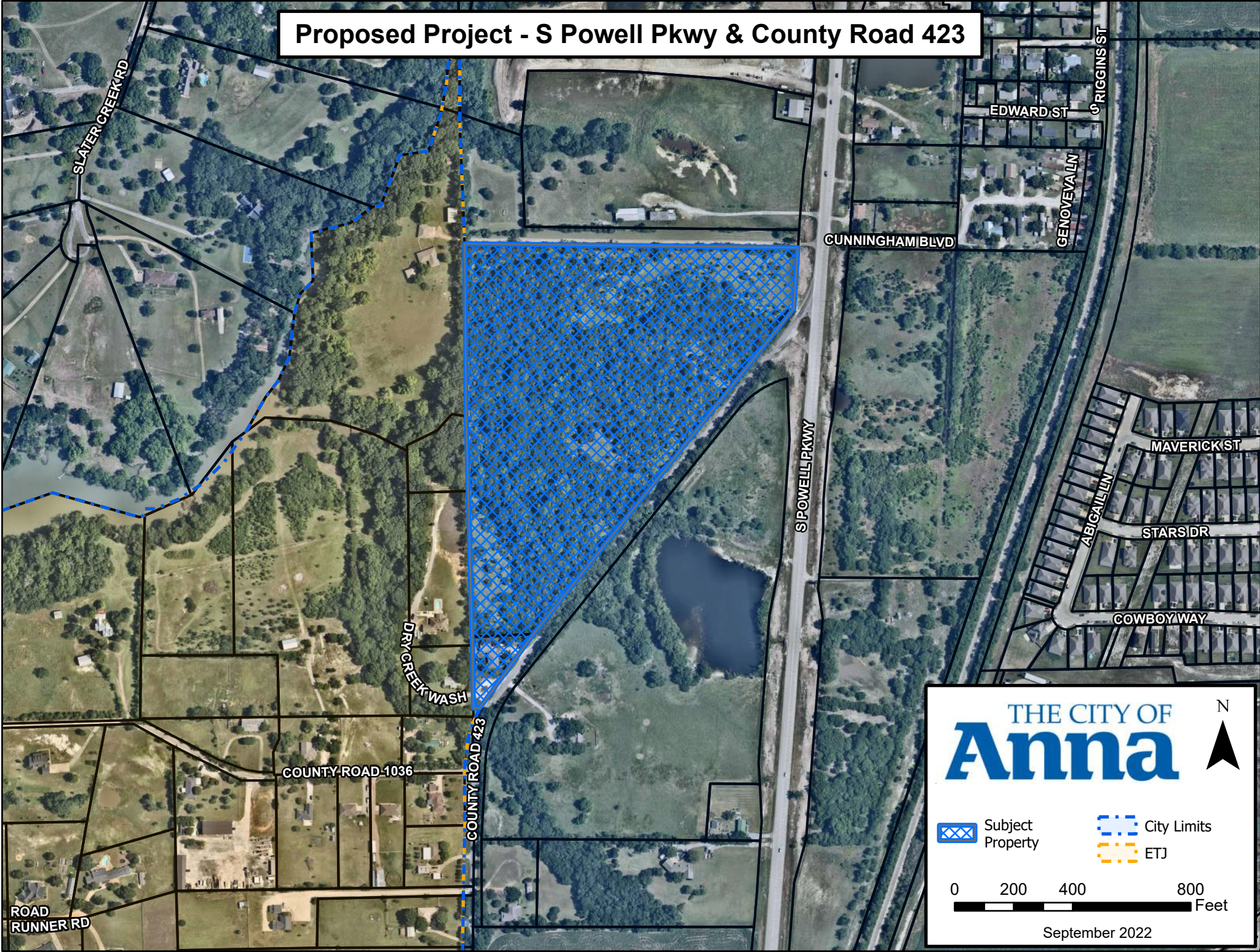
STAFF RECOMMENDATIONS:

N/A

ATTACHMENTS:

1. S Powell Pkwy County Road 423 Locator Map
2. 9-27-22 Council workshop memo - NexMetro
3. NexMetro_Avilla Anna Presentation- workshop

Proposed Project - S Powell Pkwy & County Road 423



September 26, 2022

ZC Memo- NexMetro Hwy 5

We are proposing a Zoning Change from SF-E (Estate Lots) to a Mixed Use PD. The current tracts are 44.73 acres and our proposal includes 24.2 acres of Single Family For Rent, 2.3 acres of Retail, and the remaining 14.2 acres zoned for future Single Family For Rent use (although not part of the current development scope). Additionally, there is a proposed realignment of CR-423 that would occur with abandonment and rededication of ROW. This will create a much improved intersection and valuable hard corner for insulated Retail use.

The Retail land is being retained by the Seller and the 14.2 acre tract to the South are not under contract at this time. The goal was to handle the zoning for both of these tracts concurrent with our plans to develop the Northernmost 24.2 acres.

The NexMetro tract currently shows 202 homes for a density of 10.2 units per acre and 412 parking spaces which is over a 2:1 ratio. 50% of all parking spaces will be covered. This site plan is comprised of 1bd, 2bd, and 3bd detached homes with open spaces and amenities.

There is significant FEMA and NRCS flood on this site which limits development opportunities and provides for great natural buffer and amenities. Our desire is to meet the intent of the Comprehensive Plan by providing "Cluster Residential" homes while also allowing for Retail along the Highway 5 corridor.

NexMetro Anna

Driving growth through partnership



Preliminary Site Plan

Proposed SFFR Elevations

One Bedroom



Two Bedroom



Three Bedroom





SFFR Leasing Office and Amenity Areas

Avilla Homes- A “Hybrid” Housing Option

- Single story, detached cottage style homes
- **Lifestyle Choice-** Our Residents are individuals and families that can afford to live in other housing options but instead **choose** the Avilla concept
- Maintenance free living
- Professional Onsite Management
- Single Family style living with neighborhood amenities
- Private Backyards
- Extensive resident background and income screening

THE AVILLA RESIDENT

RESIDENT DATA

Avilla residents represent a diverse consumer base.

- Majority of residents are Millennials, Young Professionals and Boomers.
- About 21% are 55+, and 50% are 40+
- About 62% of Avilla residents are women
- Avilla average household income is \$157,000 and average individual income is \$132,000
- About 15% of households have children.
- 50% of residents lived in a single-family-home prior to leasing their Avilla home.
- The average length of stay for a resident at an Avilla property is 28 months



RENTERS BY CHOICE

- Avilla residents are renters by choice – many have the financial means to buy a home but choose not to at this point in their lives.
- Avilla residents value privacy, enjoy individual expression and quality of life that comes with living in a home without a mortgage or the burden of home ownership
- NexMetro targets markets fueled by robust economic fundamentals such as job and population growth, transportation infrastructure, and supportive demographic metrics.
- Specific submarkets are identified based upon detailed achievable rent and absorption studies, and, upon comprehensive demographic and competitive housing analysis.



Similar SFFR Project Aerial





Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Discuss appointment to the Diversity and Inclusion Commission. (City Secretary Carrie Land)

SUMMARY:

City Charter Article 8

(e) Any member of a board, commission or committee who is absent from three consecutive regular meetings, or 25% of regularly scheduled meetings during the 12-month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, must forfeit his or her position on the board, commission, or committee.

Place 6 is deemed vacant due to attendance. The term is set to expire May 31, 2024.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Res 2020-07-757 Diversity and Inclusion Advisory Commission Creation
2. Res 2022-03-1124 Amending Number of Members on D&I Board

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-07-757

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

WHEREAS, the City Council of the City of Anna (the "City Council") has determined that there exists a need in the City of Anna (the "City") for facilitation of community dialog, representation of diverse neighbor voices, review of policies and services as they pertain to supporting all members of the community, and creation of events and programming within the City that purposefully engages with all neighbors; and

WHEREAS, the City Council has determined that the creation of a diversity and inclusion advisory commission will assist the City in its efforts to engage with and support its community; and

WHEREAS, the City Council believes that the adoption and enforcement of these regulations will significantly increase and enhance the quality of life for residents of the City;

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

Section 1. Commission Created.

The Anna Diversity and Inclusion Advisory Commission (the "Commission") is hereby created.

Section 2. Membership; Organization; Compensation.

2.01 Membership.

The Commission shall consist of 11 members. Each member must be a resident of the City and a qualified voter in the City. Members are appointed by the City Council for a term of two years, but serve strictly at the pleasure of the City Council, who may remove any member at any time with or without cause. A person may not serve on the Commission for more than three full terms.

Vacancies shall be filled by the City Council for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made.

The terms of members filling places 1, 3, 5, 7, 9, and 11 shall expire on May 31 of each odd-numbered year and the terms of members filling places 2, 4, 6, 8, and 10 shall expire on May 31 of each even-numbered year. Commission members may be appointed to succeed themselves. Notwithstanding any other provision of this resolution, a Commission member shall continue to serve after the expiration of the member's term until the Council removes the member or appoints a succeeding

member. Newly appointed members shall be installed at the first Commission meeting after their appointment.

The City Council may appoint one or more liaisons to attend meetings of the Commission and the liaisons shall be considered ex-officio members and shall not vote on matters considered by the Commission.

2.02 Organization.

The Commission shall hold an organizational meeting in July of each year or as soon thereafter as reasonably practicable. The Commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this resolution and the requirements of law.

The Commission shall elect a chairperson and vice chairperson from its own membership at its annual organizational meeting. Meetings of the Commission may be held at the call of the chair, or in his/her absence, the vice-chair.

The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. The minutes shall become official records of the City upon approval of the minutes by the City Council.

A quorum for the conduct of business shall consist of six members of the Commission.

2.03 Compensation.

Members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties and authorized by the City Council or City Manager.

Section 3. Duties and Responsibilities.

The Commission is purely advisory in nature with no decision-making or policy-making authority, and any action or omission by the Commission is not binding on the City. The Commission is hereby charged with the duties and responsibilities to provide recommendations to the City Council and City staff as requested from time to time in matters relating to the City's diversity and equity strategies that strengthen connections among diverse community groups with City government.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of July 2020.

ATTEST:


Carrie L. Land, City Secretary



APPROVED:


Nate Pife, Mayor

CITY OF ANNA, TEXAS

RESOLUTION NO. 2022-03-1124

A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING RESOLUTION NO. 2020-07-757 CREATING THE ANNA DIVERSITY AND INCLUSION ADVISORY COMMISSION; ESTABLISHING PROCEDURES FOR APPOINTMENT AND REMOVAL OF MEMBERS; AND ESTABLISHING DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

WHEREAS, the City Council of the City of Anna (the "City Council") has previously determined that there exists a need in the City of Anna (the "City") for the facilitation of community dialog, representation of diverse neighbor voices, review of policies and services as they pertain to supporting all members of the community, and creation of events and programming within the City that purposefully engages with all neighbors; and

WHEREAS, the City Council has previously created a diversity and inclusion advisory commission will assist the City in its efforts to engage with and support its community; and

WHEREAS, the City Council has determined a need to amend City of Anna Resolution No. 2020-07-757, which created the Anna Diversity and Inclusion Advisory Commission (the "Commission") in order to change the number of persons serving as members on the Commission;

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

Section 1. Amendment.

Section 2 and Section 3 of City of Anna Resolution No. 2020-07-757 is hereby amended to read as set forth below.

Section 2. Membership; Organization; Compensation.

2.01 Membership.

The Commission shall consist of 7 members. Each member must be a resident of the City and a qualified voter in the City. Members are appointed by the City Council for a term of two years, but serve strictly at the pleasure of the City Council, who may remove any member at any time with or without cause. A person may not serve on the Commission for more than three full terms.

Vacancies shall be filled by the City Council for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made.

The terms of members filling places 1, 3, 5, and 7 shall expire on May 31 of each odd-numbered year and the terms of members filling places 2, 4, and 6 shall expire on May 31 of each even-numbered year. Commission members may be appointed to succeed themselves.

Notwithstanding any other provision of this resolution, a Commission member shall continue to serve after the expiration of the member's term until the Council removes the member or appoints a succeeding member. Newly appointed members shall be installed at the first Commission meeting after their appointment.

The City Council may appoint one or more liaisons to attend meetings of the Commission and the liaisons shall be considered ex-officio members and shall not vote on matters considered by the Commission.

2.02 Organization.

The Commission shall hold an organizational meeting in July of each year or as soon thereafter as reasonably practicable. The Commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this resolution and the requirements of law.

The Commission shall elect a chairperson and vice chairperson from its own membership at its annual organizational meeting. Meetings of the Commission may be held at the call of the chair, or in his/her absence, the vice-chair.

The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. The minutes shall become official records of the City upon approval of the minutes by the City Council.

A quorum for the conduct of business shall consist of four members of the Commission.

2.03 Compensation.

Members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties and authorized by the City Council or City Manager.

Section 3. Duties and Responsibilities.

The Commission is purely advisory in nature with no decision-making or policy-making authority, and any action or omission by the Commission is not binding on the City. The Commission is hereby charged with the duties and responsibilities to provide recommendations to the City Council and City staff as requested from time to time in matters relating to the City's diversity and equity strategies that strengthen connections among diverse community groups with City government.

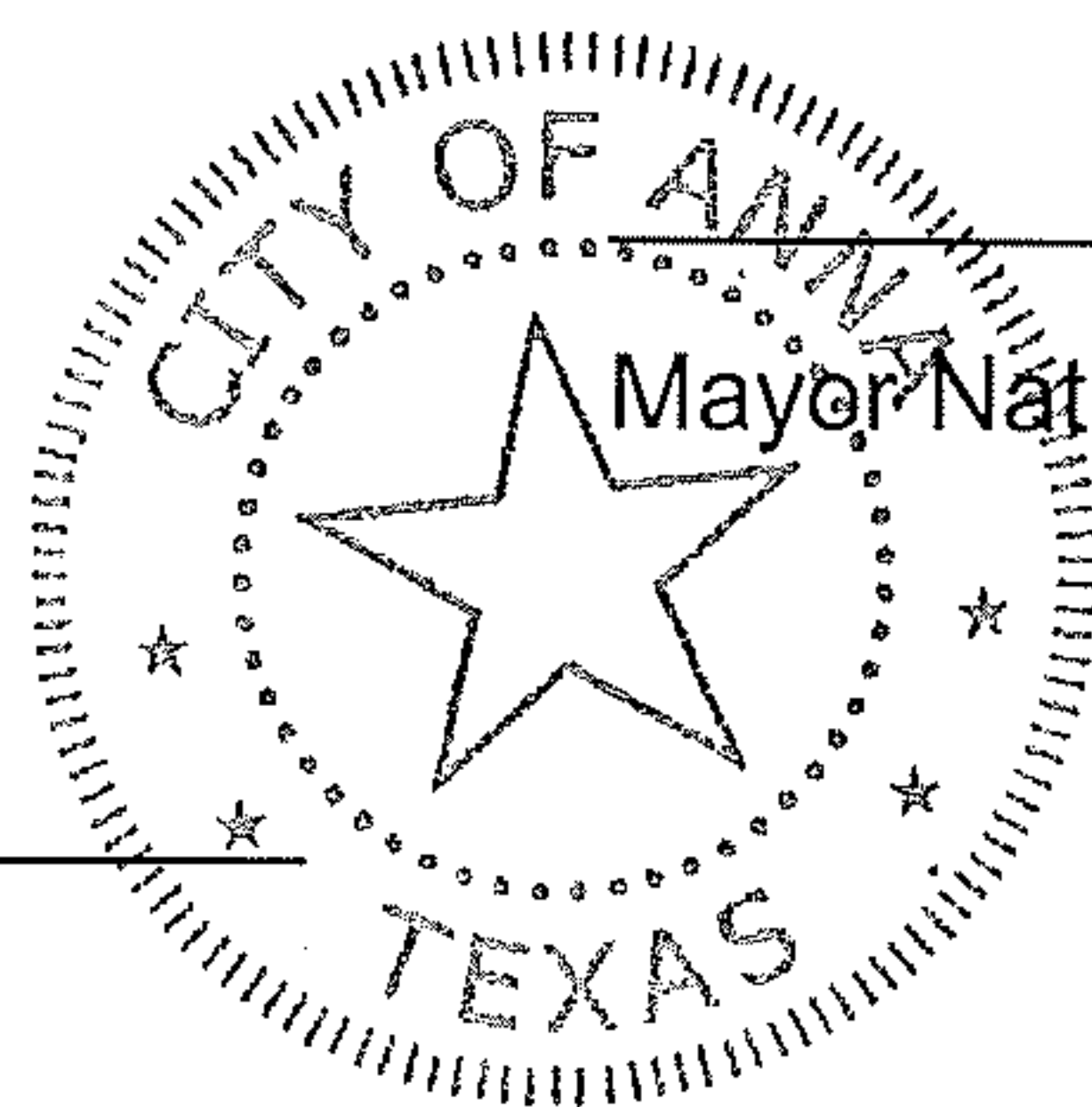
Section 2. Savings.

Except as amended as set forth in Section 1 of this resolution, Resolution No. 2020-07-757 shall remain in full force and effect.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 22nd day of March 2022.



Mayor Nate Pike



City Secretary Carrie L. Land



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council Meeting Minutes for September 6, 2022 and September 13, 2022.
(City Secretary Carrie Land)

SUMMARY:

Approve meeting minutes for September 6th and September 13th.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Draft Minutes 9-06-2022
2. Draft Minutes 9-13-2022

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, September 6, 2022 @ 6:30 PM

**Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on September 6, 2022, at the Anna Municipal Complex, located at 120 W. 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 6:30 PM.

Council Member Atchley was absent.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

William Morgan had comments about the tax rate.

4. Reports.

a. Proclamation - September 17, 2022 Constitution Week

September 17, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention.

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.)

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.

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

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 gave 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.

6. Items For Individual Consideration.

- a. Conduct a Public Hearing on the Proposed FY2023 Budget (City Manager Jim Proce)

The proposed budget is funded by a property tax rate of \$0.539750, which is lower than the current tax rate. When compared with other cities in our area, the City of Anna continues to have one of the lowest per-capita property tax levies.

Mayor Pike opened the public hearing at 7:07 PM.

William Morgan discussed his concerns about the proposed budget.

Mayor Pike closed the public hearing at 7:11 PM.

- b. Conduct a Public Hearing on the Proposed FY2023 Tax Rate. (City Manager Jim Proce)

The proposed budget is supported by a tax rate of \$0.539750. Under the Texas Property Tax Reform and Transparency Act of 2019 .

Mayor Pike opened the public hearing at 7:33 pm.

William Morgan discussed his concerns about the proposed tax rate.

Mayor Pike closed the public hearing at 7:39 PM.

- c. Consider/Discuss/Action on the TMLIRP Board of Trustees Election

Council Member Lee Miller left the meeting.

The City Manager was authorized to submit the Official Ballot on behalf of the City of Anna for the TMLIRP Board of Trustees Election for 2022.

MOTION: Council Member Toten moved to approve. Council Member Ussery seconded. Motion carried 5-0

- d. Consider/Discuss/Act on the Parks Board and potential appointments, reappointments, or removals

The purpose of this item was to provide the Council with an opportunity to review the configuration of the Parks Board and allow for any appointments or reappointments to be discussed and implemented.

Council discussion ensued. No action was taken.

- e. Discuss/Consider making a motion to direct the City Manager to end Stage 2 drought restrictions and return to Stage 1 drought restrictions.

This item allows Anna Neighbors to return to being allowed twice per week watering, with voluntary once per week watering recommended.

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 5-0.

7. 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).

- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Attorney Annual Evaluation
- 8. 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 was taken.
- 9. **Adjourn.**

Mayor Pike adjourned the meeting at 8:11 PM.

**Regular City Council Meeting
Meeting Minutes**



Tuesday, September 13, 2022 @ 6:30 PM

**Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, TX 75409**

The City Council of the City of Anna will meet at 6:30 PM, on September 13, 2022, at the Anna Municipal Complex, Council Chambers, located at 120 W. 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 6:30 PM.

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Alan Guard presented City Manager, Jim Proce, with a poster for his 40 years of municipal service.

4. Reports.

- a. Report on September 6, 2022 Diversity and Inclusion Advisory Commission meeting (Assistant to the City Manager Kimberly Winarski).

The purpose of this item is to give the Anna City Council routine updates on business from the Diversity and Inclusion Advisory Commission meetings.

- b. Recognition of City-County Communications & Marketing Association (3CMA) Savvy Award.

The Savvy Awards competition recognizes outstanding local government achievements in communications, public-sector marketing and citizen-government relationships. The Savvies salute skilled and effective city, county,

agency or district professionals who have creatively planned and carried out successful innovations in communications and marketing. Each year, the number of entries in 3CMA's Savvy Awards competition increases in quality, array and scope of programs submitted. The program reflects the growing skills of communication and marketing professionals, as more local governments and agencies embrace and employ the concepts of enhanced marketing and communication with residents.

- c. City's Investment Policy Certified (Finance Director Alan Guard)

The Government Treasurers' Organization of Texas (GTOT) awarded the Certificate of Distinction to the City of Anna for its Investment Policy. This is the second year the City has received this recognition.

- d. Notification of Bond Rating Agency results (Finance Director Alan Guard)

Moody's affirmed the Aa2 rating and S&P provided an equivalent Aa, and both ratings came with a Stable Outlook. These strong ratings will be used by investors when they bid on the Series 2022 General Obligation Bonds and Certificates of Obligation.

- e. Report on Fall recreation programs and the upcoming Annafest.

5. **Consent Items.**

Item I. was removed from the Consent Agenda.

MOTION: Council Member Miller moved to approve consent items a - k and m - q.. Council Member Atchley seconded. Motion carried 7-0.

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

Mayor Pike recessed the meeting at 7:05 PM.

Mayor Pike recused himself during the closed session.

Mayor Pro Tem Miller reconvened the meeting.

- a. Approve the City Council Meeting Minutes for August 23, 2022. (City Secretary Carrie Land)
- b. Review Minutes from the July 7, 2022 and August 2, 2022 Diversity and Inclusion Advisory Commission Meetings. (Assistant to the City Manager Kimberly Winarski)

- c. Review Minutes of the July 5, 2022 and the August 1, 2022 Planning & Zoning Commission Meetings. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 Rate Review Mechanism filing. (City Manager Jim Proce)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

- e. Approve a Resolution regarding The H.M. Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

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

- f. Approve a Resolution regarding The Melgar Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

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

- g. Approve a Resolution regarding the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING J & T MOORE ADDITION, BLOCK A, LOTS 1 & 2, FINAL PLAT

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

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

- i. Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 6, Site Plan. (Director of Development Services Ross Altobelli)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA 455 ADDITION, BLOCK A, LOT 6, SITE PLAN.

- j. Approve a Resolution regarding the Anna Crossing, Phase 10, Preliminary Plat. (Director of Development Services Ross Altobelli)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA CROSSING, PHASE 10, PRELIMINARY PLAT.

- k. Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat. (Director of Development Services Ross Altobelli)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING STRICKLAND BROTHERS CENTER ADDITION, BLOCK A, LOTS 1-3, PRELIMINARY PLAT.

- l. Approve a Resolution regarding the Anacapri Laguna, Block A, Lots 1 & 3, Site Plan. (Director of Development Services Ross Altobelli)

Mayor Pike recused himself.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANACAPRI LAGUNA, BLOCK A, LOTS 1 & 3, SITE PLAN.

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

- m. Approve a Resolution regarding the Anna Ranch, Phase 1B, Block P, Lot 1X, Site Plan. (Director of Development Services Ross Altobelli)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RANCH, PHASE 1B, BLOCK P, LOT 1X, SITE PLAN.

- n. Approve a Resolution regarding the Villages of Waters Creek, Block B, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING VILLAGES OF WATERS CREEK, BLOCK B, LOT 1, SITE PLAN.

- o. Approve Resolution approving extension of the Agreement with Collin County for Animal Sheltering Services. (Code Compliance Kevin Martin)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EXTENSION OF THE AGREEMENTS WITH COLLIN COUNTY FOR ANIMAL SHELTERING SERVICES.

- p. Approve Resolution approving extension of the Agreement with Collin County for Animal Control Services. (Code Compliance Kevin Martin)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EXTENSION OF THE AGREEMENTS WITH COLLIN COUNTY FOR ANIMAL CONTROL SERVICES.

- q. Approve a Resolution Amending the City of Anna Personnel Policy Manual Regarding Fire Department Holiday Worked Pay (Alan Guard / Stephanie Beitelshies)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, APPROVING AMENDMENTS TO THE CITY OF ANNA PERSONNEL POLICY MANUAL.

6. Items For Individual Consideration.

- a. Conduct a Public Hearing on levying of assessments in Improvement Area #2 of the Anacapi Public Improvement District and Consider/Discuss/Action on adoption of an Ordinance of the City Council of the City of Anna, Texas accepting and approving a Service and Assessment Plan and Assessment Rolls for the Anacapi Public Improvement District; making a finding of special benefit to the property in the District; levying special Assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent Assessments, providing for severability, and providing an effective date. (Director of Economic Development Joey Grisham)

Mayor Pike had recused himself.

This item includes a Public Hearing and the corresponding Ordinance to be adopted related to the Service and Assessment Plan (SAP) for the Anacapi Public Improvement District and the levying of assessments for Improvement Area #2.

Mayor Pro Tem Miller opened the public hearing at 8:16 PM.

No public comments were given.

Mayor Pro Tem Miller closed the public hearing at 8:17 PM.

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

- b. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a design/build contract with Kraftsman Commercial Playgrounds & Waterparks for work associated with the renovation of the splash pad at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker, RLA).

Mayor Pike re-entered the meeting.

The project cost is \$2.5 million. Ongoing maintenance including labor, testing and chemicals will be required. However, the new splash pad will require less staff time to maintain than has been expended over the past several years.

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

- c. Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates for the design of temporary treatment systems at the Hurricane Creek Wastewater Treatment Plant which will be utilized as permanent rehabilitation and upgrades at the John R. Geren Wastewater Treatment Plant (Director of Public Works Greg Peters, P.E.)

The City is moving forward with the design of the Hurricane Creek Regional Wastewater Treatment Plant. Based on the growth of the community, the City is planning for the likely event that it will make sense to have a temporary small treatment plant in place while the 4 Million Gallon treatment facility in Phase 1 is under construction. The City is seeking to design any temporary treatment facilities such that they can be moved over to permanent treatment facilities at the John R. Geren Wastewater Treatment Plant.

The existing John R., Geren Wastewater Treatment Plant (formerly Slayter Creek WWTP), is an older treatment facility which is in need of significant rehabilitation. The temporary treatment facilities used at the Hurricane Creek Plant would be of a size to be able to completely replace a significant portion of the existing facilities at the John R. Geren WWTP. In this way, the City would not lose money through implementing temporary treatment - as the facilities would replace aging equipment which is already identified for replacement over the next 5 years.

Staff believes this effort will address two needs with one project - providing the quick sewer treatment needed west of US 75, and replacing equipment at the John R. Geren WWTP which will require replacement in the very near future. As such, staff recommends approval of the design and planning scope as presented.

The total cost is anticipated to be \$185,000. The funding source will be Wastewater Impact Fees.

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

- d. Consider all matters incidental and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project), including the adoption of an ordinance approving the execution of a Contract of Indemnification in connection therewith. (Director of Public Works Greg Peters, P.E.)

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

- e. Discuss/Consider/Approve an Ordinance authorizing the City Manager to execute a Contract of Indemnification with the Greater Texoma Utility Authority for the issuance of Revenue Bonds for the Collin/Grayson Water Transmission Project in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

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

- f. Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; approving an Official Statement; and enacting other provisions relating to the subject. (Finance Director Alan Guard)

Mayor Pike had recused himself.

These Certificates of Obligation will be used to pay for design and construction of the Hurricane Creek Wastewater Treatment Plant. A variety of funding sources will be used to repay this debt including impact fees and wastewater rates charged to our retail customers.

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

- g. Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas General Obligation Bonds, Series 2022; levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving an Official Statement; and enacting other provisions relating to the subject. (Finance Director Alan Guard)

Mayor Pike had recused himself.

This bond sale is for the completion of the fire station, initial construction of the library/community center, and construction of parks and recreation facilities. The total amount of the sale is approximately \$34 million.

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

- h. First Reading of a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

- i. Second Reading of a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

- j. Consider/Discuss/Action on a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

Staff proposed a \$2,922,673 FY 2023 Budget, and it was approved by the CDC Board on July 21, 2022. Sales tax revenues remain strong, giving the CDC more funding for projects. The FY 2023 Budget is focused heavily on the Downtown Master Plan implementation and continuing to attract new businesses and developments to Anna.

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

- k. Consider/Discuss/Action on a Resolution approving the Fiscal Year 2022-2023 Anna Economic Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

Staff proposed a \$786,350 Annual EDC Budget for FY 2023, and it was approved by the EDC Board on July 21, 2022. Most of the EDC funds will be used for the implementation of an Economic Development Grant Program for Anna Businesses.

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN

EFFECTIVE DATE.

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

- I. Consider/Discuss/Action approving an Ordinance adopting the FY2023 Budget. (City Manager Jim Proce)

Fund	Amount
General Fund	\$19,743,279
Debt Service Fund	3,464,186
Utility Fund	14,425,479
Grant Fund	-
Special Revenue Fund	11,125
Park Development Fund	2,662,294
Fire Capital Fund	-
Seizure Fund	-
Community Development Corporation	2,922,532
Economic Development Corporation	786,350
Community Investment Program	73,140,000
Total	\$117,155,245

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF ANNA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; APPROPRIATING MONEY TO AN INTEREST AND SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF ANNA FOR THE 2022 – 2023 FISCAL YEAR.

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

- m. Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2023 Budget. (City Manager Jim Proce)

The budget is funded by a tax rate of \$0.539750, which is less than the tax rate adopted last year. The total amount of revenue generated from property taxes will increase by \$2,933,047 which is a 29.3 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,456,946.

A RESOLUTION OF THE CITY OF ANNA, ACKNOWLEDGING AND RATIFYING THAT THE ADOPTION OF THE FISCAL YEAR 2022-2023 ANNUAL BUDGET WILL REQUIRE RAISING MORE REVENUE FROM

PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR

MOTION: Mayor Pike moved to approve. Mayor Pro Tem Miller seconded. Motion carried 7-0.

- n. Consider/Discuss/Action approving an Ordinance adopting the FY2023 Tax Rate. (City Manager Jim Proce)

MOTION: Mayor Pike stated, "I move that the property tax rate be increased by the adoption of a tax rate of \$0.539750, which is effectively an 16.3% percent increase in the tax rate". Mayor Pro Tem Miller seconded. Motion carried 7-0.

7. **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).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Attorney Annual Review; City Manager Annual Review

MOTION: Mayor Pike moved to enter closed session. Mayor Pro Tem Miller seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 8:53 PM.

Mayor Pike reconvened the meeting at ? PM.

- 8. 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 was taken.

9. **Adjourn.**

Mayor Pike adjourned the meeting.



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022

Staff Contact:

AGENDA ITEM:

Review Minutes of the July 21, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. July 21 2022 CDC EDC Joint Meeting Minutes_Signed

APPROVALS:

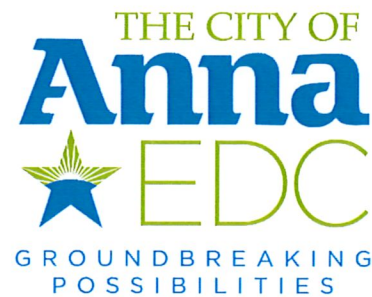
Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 9/21/2022
Jim Proce, City Manager	Final Approval - 9/21/2022

Officers:

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

Staff:

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



Anna Community Development Corporation and Anna Economic Development Corporation Special-Called Meeting Minutes

**Thursday, July 21, 2022, at 6:00 pm
City of Anna Fire Station EOC Conference Room
305 S. Powell Parkway, Anna, Texas 75409**

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called meeting at 6:00 p.m. on Thursday, July 21, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

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

CDC and EDC Board Members Present: Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Shane Williams, Ronnie Kerr, Gina Maria Ottavio and Michelle Hawkins **CDC and EDC Board Members Absent:** None. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Chris Talbot (IT Manager), Lee Miller (Mayor Pro Tem), and Pete Cain (Councilmember).

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

The meeting was called to order by Board President Bruce Norwood at 6:03 p.m.

2. Invocation and Pledge of Allegiance.

Invocation and Pledge of Allegiance were led by Bruce Norwood.

3. Neighbor Comments.

None.

4. Consent Agenda.

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

Officers:

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

Staff:

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

Rocio Gonzalez made a motion on behalf of the CDC and EDC to approve the consent agenda. Ronald Kerr seconded the motion. All were in favor. Motion passed.

5. Individual Consideration

- a. Hear a presentation from the City of Anna's Finance Director and:
 1. Consider/Discuss/Act on a resolution authorizing the Finance Director to: (a) invest funds for the Anna Community Development Corporation including the opening of accounts per the City of Anna Investment Policy, and (b) update signatories for the Anna CDC. (CDC)
 2. Consider/Discuss/Act on a resolution authorizing the Finance Director to: (a) invest funds for the Anna Economic Development Corporation including the opening of accounts per the City of Anna Investment Policy, and (b) update signatories for the Anna CDC. (EDC)

Joey Grisham introduced Finance Director Alan Guard. Per the CDC and EDC bylaws, the Corporations work with the City of Anna's Finance Department related to the investment of funds. Mr. Guard described the City's investment policy and a recommendation for the EDC and CDC to place a portion of the Business Park sales proceeds in 12- and 18-month Certificates of Deposit (CDs) and another portion in the TexPool investment fund. Mr. Guard also explained that the CDC's and EDC's signatories at the bank needed to be updated to reflect current staff and Board leadership.

Bruce Norwood made a motion on behalf of the CDC Board to approve and authorize the City of Anna Finance Director to invest funds per the City of Anna Investment Policy and to update bank signatories for the Community Development Corporation to add Alan Guard, Rocio Gonzalez, and Bruce Norwood. Shane Williams seconded the motion. All were in favor. Motion passed.

Bruce Norwood made a motion on behalf of the EDC Board to approve and authorize the City of Anna Finance Director to invest funds per the City of Anna Investment Policy and to update bank signatories for the Economic Development Corporation to include Alan Guard, Rocio Gonzalez, and Bruce Norwood. Shane Williams seconded the motion. All were in favor. Motion passed.

- b. Conduct a Public Hearing and act on a Resolution approving the Anna CDC Fiscal Year 2023 Budget and authorizing publication of the adopted budget. (CDC)

Bruce Norwood opened the public hearing at 6:26 p.m.

Based on discussions last meeting, Joey Grisham explained the CDC budget is a total of \$2,922,673. The Fiscal Year 2023 budget will focus heavily on Downtown Master Plan implementation and continue to attract new businesses and development to the City of Anna.

Officers:

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

Staff:

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

Bruce Norwood closed the public hearing at 6:31 p.m.

Rocio Gonzalez made a motion on behalf of the Community Development Corporation approving a resolution to adopt the fiscal year 2022-2023 budget and authorizing publication of notice of projects. Shane Williams seconded the motion. All were in favor. Motion passed.

- c. Consider/Discuss/Act on a resolution approving the EDC Fiscal Year 2022-2023 budget. (EDC)

Joey Grisham explained the total budget for the EDC is \$786,350.

Rocio Gonzalez made a motion on behalf of the Economic Development Corporation Board approving a resolution to adopt the Anna Economic Development Corporation 2022-2023 fiscal year budget. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

- d. Consider/Discuss/Act on a resolution approving an agreement with Swimming Duck, LLC for digital media services. (CDC)

Joey Grisham reminded the Board that the Marketing Plan done by Cooksey Communications recommended engaging in digital media services. Staff explained that over the past year, digital ads were viewed 3.7 million times and caused 7,637 targeted consumers to click through to the EDC website.

Michelle Hawkins made a motion on behalf of the CDC Board to approve a resolution with Swimming Duck, LLC for digital media services not to exceed \$35,000 from the CDC's promotional item. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed.

- e. Consider/Discuss/Act on a Resolution amending an Incentive Agreement with Zablink Hospitality. (CDC)

Joey Grisham shared that back in March the Board approved an agreement with Zablink Hospitality for a Holiday Inn Express. Zablink Hospitality has asked for an extension as they were delayed.

Kylee Kelley made a motion on behalf of the Community Development Board to approve a resolution for amending the incentive agreement with Zablink Hospitality for hospitality services. Gina Maria Ottavio seconded the motion. The vote was 6-1 with Shane Williams voting against. Motion passed.

6. Director's Report

- a. **Development Forum Update**

Joey Grisham shared the second annual forum was held today, Thursday, July 21 and was very successful. The event was sponsored by Carey Cox Company. At least 90 people were in attendance, including several new developers.

Officers:

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

Staff:

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

b. Special Meeting September 8th and Cancel September 1st Meeting

Staff will send a poll via e-mail to understand Board travel plans and availability for a late August / early September meeting.

7. CLOSED SESSION (exceptions):

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

Kylee Kelley made a motion to enter closed session. Shane Williams seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:55 p.m.

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

Bruce Norwood made a motion to reconvene into open session. Ronald Kerr seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:15 p.m.

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

Bruce Norwood shared that Saturday night the Anna Boosters will have a dinner and bingo at the High School at 6:00 p.m.

10. Adjourn.

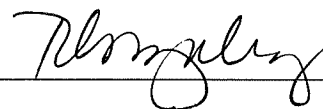
Gina Maria Ottavio made a motion to adjourn the meeting at 7:15 p.m. Kylee Kelley seconded the motion. All were in favor. Motion passed.

APPROVED:



Bruce Norwood
President of CDC/EDC

ATTESTED:



Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Review Monthly Financial Report for the Month Ending August 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 August 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 August

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/21/2022
Final Approval - 9/21/2022

CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through August 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

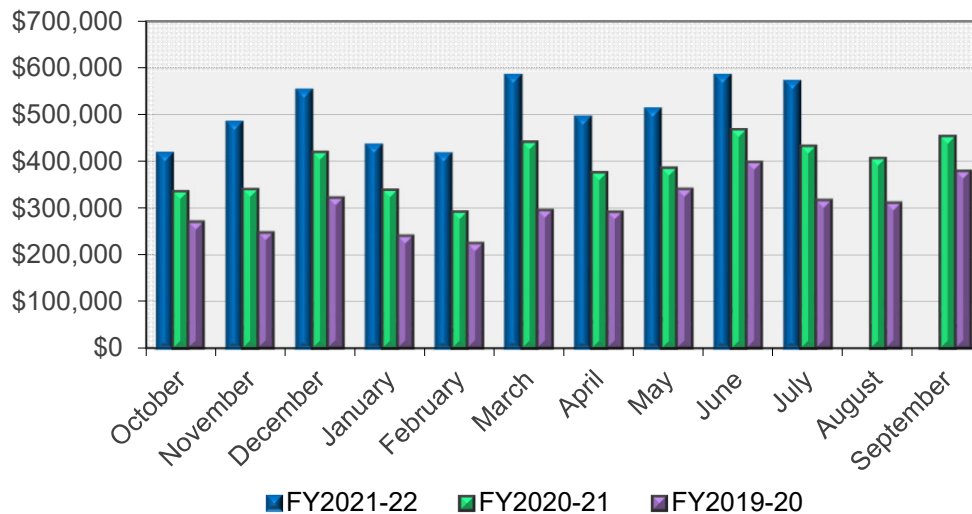
	FY2022 Budget	FY2022 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 8,015,000	\$ 8,036,228	100.3%	Property taxes are collected in December and January.
Sales Tax	3,296,370	3,155,264	95.7%	Remitted from the Comptroller with lag time of 30 - 60 days; amount is ten months of collections
Franchise and Local Taxes	485,000	630,405	130.0%	
Charges for Services	111,600	122,635	109.9%	
Fines	90,000	220,121	244.6%	
Licenses, Permits & Fees	3,703,060	5,406,997	146.0%	
Investment Income	30,000	43,427	144.8%	
Other Revenues	16,300	41,696	255.8%	
Intergovernmental	48,395	47,640	98.4%	
Revenue Total	\$ 15,795,725	\$ 17,704,413	112.1%	With 91.7% of the year expired, revenues are at 112.1% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 15,309,784	\$ 13,208,138	86.3%	With 91.7% of the year expired, expenses are 86.3% of budget.
Utility Fund				
REVENUES				
Water Sales	\$ 6,000,000	\$ 6,584,028	109.7%	
Sewer Charges	3,600,000	4,243,748	117.9%	
Sanitation Revenue	1,100,000	1,656,239	150.6%	
Other Charges for Services	745,000	616,364	82.7%	Connection / Reconnect Fees are lower than expected.
Licenses, Permits & Fees	505,000	2,027,058	401.4%	
Investment Income	20,000	31,843	159.2%	
Other Revenues	188,700	246,681	130.7%	
Utility Fund Total	\$ 12,158,700	\$ 15,405,961	126.7%	With 91.7% of the year expired, revenues are 126.7% of budget.
EXPENDITURES				
Administration	\$ 1,219,038	\$ 1,340,779	110.0%	Electricity and legal expenses higher than expected; one-time payment for insurance.
Water	5,654,073	5,340,630	94.5%	
Sewer	4,712,683	3,717,540	78.9%	
Sanitation	1,100,000	1,648,401	149.9%	Growing number of customers resulting in higher expenses.
Utility Billing	560,311	297,548	53.1%	
Utility Fund Total	\$ 13,246,105	\$ 12,344,898	93.2%	With 91.7% of the year expired, expenses are 93.2% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month July 31, 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	570,950	32.1%	432,097
August			406,214
September			453,292
	\$ 5,048,423		\$ 4,687,804

Budget: 4,926,370 102.5% 4,300,000

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

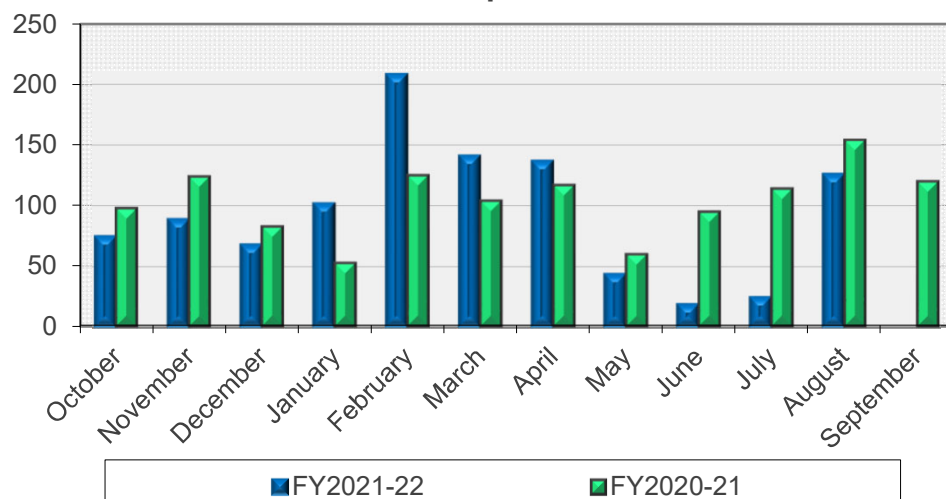


CITY OF ANNA
Building Permits Received
Thru the month August 31, 2022

	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	126	154
September		120
	1,034	1,247

	% Budget
FY2022 Budget:	1,100
	94.0%

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





Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Dalan Walker

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to accept and approve a quote from National Fitness Campaign for the purchase of equipment to be installed on a fitness court at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker)

SUMMARY:

The equipment included in the quote from National Fitness Campaign in the amount of \$92,350 will be installed on a fitness court at Slayter Creek Park by a contractor who has not yet been selected. It will be delivered to the maintenance building at Natural Springs Park and stored until such time that a concrete pad has been constructed southeast of the splashpad at Slayter Creek Park. The equipment will be ordered early to insure that it is available for installation as soon as a contractor is ready to install it.

FINANCIAL IMPACT:

The cost of the equipment is \$92,350. There will be additional costs to construct a concrete pad and install the equipment, but funding for all work associated with the project is included in the FY2023 annual budget.

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:

Accept and approve the quote from National Fitness Campaign.

ATTACHMENTS:

1. Resolution for National Fitness Campaign Equipment 091522
2. National Fitness Campaign Quote for Equipment
3. NFC Customer Packing List Tile Rev 7.2 2022-03-09

APPROVALS:

Dalan Walker, Parks
Jim Proce, City Manager

Created/Initiated - 9/21/2022
Final Approval - 9/21/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A QUOTE FROM NATIONAL FITNESS CAMPAIGN FOR EQUIPMENT TO BE INSTALLAED ON A FITNESS COURT AT SLAYTER CREEK PARK.

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds that the equipment provided by National Fitness Campaign (NFC) is instrumental and necessary to the installation of a fitness court at Slayter Creek Park; and

WHEREAS, the City Council acknowledges the receipt of a grant in the amount of \$50,000 to assist in the funding of said fitness court; and

WHEREAS, the City Council considers providing neighbors in Anna opportunities to improve their health and fitness a priority; and

WHEREAS, the City Council acknowledges that the equipment provided by NFC is proprietary; and

WHEREAS, the City Council approves the quote provided by NFC for the following amount:

"The total amount for fiscal year 2023: \$92,350."

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the quote from NFC 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 quote from NFC.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 27th day of September 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date 8/17/2022

Expiration Date 9/19/2022

Quote Number 00000379

QUOTE

Bill To Name Anna, TX
Bill To 111 North Powell Parkway
Anna, PO Box 776 75409

Description	Quantity	Total Price
Fitness Court® and National Campaign Resources	1.00	\$138,000.00
NFC & Blue Cross Blue Shield Texas State Grant Funding Award	1.00	(\$50,000.00)
Freight, Packing and Insurance for shipment	1.00	\$4,350.00

Tax % 0.0000%

Grand Total \$92,350.00

Terms

1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties

2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.

THE FITNESS COURT PARTS LIST

ITEM DESCRIPTION QTY LOCATION ON TRUCK			
ANCHOR A SET	WALL ANCHOR	30	BOX IN CRATE
ANCHOR A CONSISTS OF:	1/2" X 7" ALLTHREAD	1	
	1/2" HEX NUT HDG	2	

1/2" FLAT WASHER HDG 2

3/4" FLAT WASHER HDG 2

ANCHOR B SET	DROP IN ANCHOR	28	BOX IN CRATE
ANCHOR B CONSISTS OF:	3/8"-16 X 2" TAMPER PROOF SECURITY SCREW SS	1	
	T-45 TORX BIT DRIVER TAMPER PROOF	1	
	3/8" LOCK WASHER SS	1	

3/8" FLAT WASHER SS 1

3/8" CONFAST DROP IN ANCHOR SS 1

DROP IN ANCHOR SETTING TOOL 1

ANCHOR C SET	MECHANICAL ANCHOR	48	BOX IN CRATE
ANCHOR C CONSISTS OF: 3/8" X 5" CONFAST WEDGE ANCHOR 1 3/8" HEX NUT HDG 1 3/8" FLAT WASHER HDG 2			
FLOOR ANCHOR PAPER TEMPLATES		WALL ANCHOR MARKED TAPE MEASURE 1 IN BOX WITH ANCHORS	
		BEND STATION TEMPLATE 1 BOX IN CRATE PLYO BOX TEMPLATE 1 BOX IN CRATE	
FLOOR MARKING VINYL STENCILS		CORE STENCIL 1 BOX IN CRATE SQUAT STENCIL 1 BOX IN CRATE PUSH STENCIL 1 BOX IN CRATE LUNGE STENCIL 1 BOX IN CRATE PULL STENCIL 1 BOX IN CRATE AGILITY STENCIL 1 BOX IN CRATE BEND STENCIL 1 BOX IN CRATE DOT SET STENCIL 2 BOX IN CRATE LADDER STENCIL 1 BOX IN CRATE	

FITNESS COURT TILE

REGUPOL ADA REDUCER

REGUPOL ADHESIVE CONSISTS OF: TWO PART ADHESIVE-A-COMPONENT/RESIN
(4 GALLON) TWO PART ADHESIVE-B-COMPONENT/HARDENER (1 GALLON)

REGUPOL TILE 258 2 PALLETS

26	1 PALLET
5	
5	

CONSTRUCTION ADHESIVE TUBES 12 BOX IN CRATE

ANCHOR BOLT EPOXY SIKA ANCHOR FIX-2, 10.1 OZ CARTRIDGE 2 BOX IN CRATE FLOOR MARKING PAINT SHERWIN WILLIAMS TM2152, 1QT 1 BOX IN CRATE	
LUNGE STATION 1 (LARGE) 2 BOXES (EACH WITH TOP/BOTTOM/HARDWARE) 2 PALLET TORX BIT DRIVER T-45 TORX BIT DRIVER TAMPER PROOF 1 BAG IN BOX <i>LUNGE STATION HARDWARE INCLUDES 3/8" LOCK WASHER SS 8 (4 PER BOX) BAG IN BOX 3/8"-16 X 1-1/2" TAMPER PROOF SECURITY SCREW SS 8 (4 PER BOX) BAG IN BOX CS PHOSPHATE 3/8-16 SPEED NUT 8 (4 PER BOX) BAG IN BOX</i>	
LUNGE STATION 2 (SMALL) 6 BOXES (EACH WITH TOP/BOTTOM/HARDWARE) 6 PALLET <i>LUNGE STATION HARDWARE INCLUDES 3/8" LOCK WASHER SS 24 (4 PER BOX) BAG IN BOX 3/8"-16 X 1-1/2" TAMPER PROOF SECURITY SCREW SS 24 (4 PER BOX) BAG IN BOX CS PHOSPHATE 3/8-16 SPEED NUT 24 (4 PER BOX) BAG IN BOX</i>	
BEND STATION SHORT 1 PALLET BLIND RIVETS 304 3/16"x3/8" BLIND RIVETS 8 BAG IN BOX TORX BIT DRIVER T-45 TORX BIT DRIVER TAMPER PROOF 1 BAG IN BOX	
BEND STATION TALL 1 PALLET BLIND RIVETS 304 3/16"x3/8" BLIND RIVETS 8 BAG IN BOX	
PLYO BOX 1 1	PALLET ON TRUCK
PLYO BOX 2 1	PALLET ON TRUCK
PLYO BOX 3 1	PALLET ON TRUCK

PLYO BOX 4 1 PALLET ON TRUCK *PLYO BOX 4 HARDWARE INCLUDES CS GR5 ZINC PLATED 1/2-13 X 1 1/2" HEX HEAD BOLT 2 BAG INSIDE BOX 1/2"
GALVANIZED FLAT WASHERS 4 BAG INSIDE BOX
CS GR5 ZINC PLATED 1/2" SPLIT LOCK WASHER 2 BAG INSIDE BOX
CS GR5 ZINC PLATED 1/2-13 HEX NUT 2 BAG INSIDE BOX
TORX BIT DRIVER T40, 1/4" HEX SHANK TAMPER RESISTANT 1 BAG INSIDE BOX*

PLYO BOX 5 1 PALLET ON TRUCK
PLYO BOX 6 1 PALLET ON TRUCK
ROW STATION LEFT 2 FLOOR OF TRUCK
ROW STATION RIGHT 2 FLOOR OF TRUCK
PUSH STATION 2 TOP OF CRATE
INTERNAL WALL FRAME NFC-WA-WF 15 PALLET
ROW HANDLE 2 CRATE
PUSH RING 4 CRATE
PULL RING 8 CRATE

WALL SKINS EXTERNAL WALL CRATE NFC-F-SEA END PANEL ATTACHMENT ANGLE 4 NFC-F-SEL WALL SKIN END PANEL LEFT 1 NFC-F-SER WALL SKIN END PANEL RIGHT 1 NFC-F-SFC WALL SKIN FRONT CENTER 1 NFC-F-SFL WALL SKIN FRONT LEFT 1 NFC-F-SFLC WALL SKIN FRONT LEFT CENTER 1 NFC-F-SFR WALL SKIN FRONT RIGHT 1 NFC-F-SFRC WALL SKIN FRONT RIGHT CENTER 1 NFC-F-SRC WALL SKIN REAR CENTER 1 NFC-F-SRL WALL SKIN REAR LEFT 1 NFC-F-SRLC WALL SKIN REAR LEFT CENTER 1 NFC-F-SRR WALL SKIN REAR RIGHT 1 NFC-F-SRRC WALL SKIN REAR RIGHT CENTER 1 NFC-F-STC WALL SKIN TOP CENTER 1 NFC-F-STL WALL SKIN TOP LEFT 1 NFC-F-STLC WALL SKIN TOP LEFT CENTER 1 NFC-F-STR WALL SKIN TOP RIGHT 1 NFC-F-STRC WALL SKIN TOP RIGHT CENTER 1 NFC-F-SEA2 END PANEL ATTACHMENT ANGLE UPPER 2
RIVETS BLIND RIVETS 304 3/16"x3/8" BLIND RIVETS 300 BOX IN CRATE POP RIVETS 304 3/16"x1/4" POP RIVETS 100 BOX IN CRATE
FOOT WALL CRATE NFC-SA-FSR FOOT WALL RIGHT 1 NFC-SA-FSRC FOOT WALL RIGHT CENTER 1 NFC-SA-FSC FOOT WALL CENTER 1 NFC-SA-FSLC FOOT WALL LEFT CENTER 1 NFC-SA-FSL FOOT WALL LEFT 1
INTERNAL WALL RIBS CRATE NFC-F-RL WALL RIB LEFT 4 NFC-F-RLC WALL RIB LEFT CENTER 4 NFC-F-RRC WALL RIB RIGHT CENTER 4 NFC-F-RR WALL RIB RIGHT 4
RIB TIE ANGLES 12 BOX IN CRATE
WALL BRACKET 1 2 SETS CRATE
WALL BRACKET 2 1 SET CRATE
WALL BRACKET 3 1 SET CRATE
WALL BRACKET 4 1 SET CRATE
WALL BRACKET 5 1 SET CRATE
WALL BRACKET 1 HARDWARE 2 BOX IN CRATE
WALL BRACKET 2 HARDWARE 1 BOX IN CRATE
WALL BRACKET 3 HARDWARE 1 BOX IN CRATE
WALL BRACKET 4 HARDWARE 1 BOX IN CRATE
WALL BRACKET 5 HARDWARE 1 BOX IN CRATE
MAINTENANCE KIT TOUCH UP PAINT (1 CAN PER COLOR, 4 CANS TOTAL) 1 BOX IN CRATE
SPARE HARDWARE/FASTENERS 1 BOX IN CRATE
3/4"x1/8" ACETAL FLAT ROUND WASHER W/ADHESIVE 100 BAG IN CRATE

MISC HARDWARE CRATE SPLIT LOCK WASHERS C.S. GR5 ZINC PLATED 1/2" 108 BOX IN CRATE 1 1/4" HEX HEAD BOLT 1/2-13x1
1/4" HEX HEAD BOLT 48 BOX IN CRATE 2 1/2" HEX HEAD BOLT 1/2-13x2 1/2" HEX HEAD BOLT 60 BOX IN CRATE NEOPRENE ROLL 2
BOX IN CRATE VERTICAL WALL COVERS 8 BOX IN CRATE



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve a Resolution re-appointing Robert Hallberg as City of Anna representative on the Greater Texoma Utility Authority Board of Directors for the term to expire December 31, 2024. (City Secretary Carrie Land)

SUMMARY:

The City is a member of the Greater Texoma Utility Authority. GTUA is a special-law district organized under Article XVI, Section 59, of the Texas constitution and operates under Chapter 49 of the Texas Water Code. GTUA is governed by a Board of Directors appointed by its member cities. Place 8 on the GTUA Board is appointed by the City Council of Anna.

Currently, Robert Hallberg sits on the board, in Place 8, with a term expiring December 31, 2022. Mr. Hallberg has expressed an interest in continuing to serve.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. GTUA_Board_Resolution 2022

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS MAKING AN APPOINTMENT TO THE GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS

WHEREAS, the City of Anna, Texas (the "City") is a member of the Greater Texoma Utility Authority ("GTUA" or the "Authority"); and,

WHEREAS, GTUA is a special-law district organized under Article XVI, Section 59, of the Texas constitution and operates under Chapter 49 of the Texas Water Code; and,

WHEREAS, GTUA is governed by a Board of Directors appointed by its member cities; and,

WHEREAS, Place 8 on the GTUA Board is appointed by the City Council of the City of Anna, Texas (the "City Council"); and,

WHEREAS, the term of current GTUA Board member serving in Place 8 expires at the end of 2022.

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. Appointment to the GTUA Board of Directors.

The City Council hereby appoints Robert Hallberg to serve a two-year term in Place 8 on the GTUA Board of Directors.

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

ATTEST:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022

Staff Contact: Alan Guard

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to approve a contract with Tyler Technologies of Plano, TX for Municipal Justice powered by Incode for use in Municipal Court. (Finance Director Alan Guard)

SUMMARY:

The Finance Department has been modernizing and upgrading its software over the last two years. Previously, the core financial systems and utility billing have been converted from Asyst to the Incode product supplied by Tyler Technologies. Municipal Court is the final piece to be converted. Court has been using MCRS by Utility Data Systems since at least 2005. The new system will interface seamlessly with the financial system and the Brazos ticket writing system used by the Anna Police Department. It will also generate needed reports for the Municipal Court, the Police Department, and the State of Texas more efficiently. The Incode solution is provided as a Software as a Service (SaaS) or Cloud-based service.

FINANCIAL IMPACT:

One-time fees for the implementation total \$70,877. Annual fees are \$25,019. Funding has been provided in the FY 2023 budget.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
GOAL #4 HIGH PERFORMING PROFESSIONAL CITY

STAFF RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. City of Anna TX - Court Final - 091922
2. Resolution approving purchase of Incode for Court

APPROVALS:

Alan Guard, Director of Finance
Jim Proce, City Manager

Created/Initiated - 9/19/2022
Final Approval - 9/21/2022



Quoted By: John Hardin
Quote Expiration: 10/31/22
Quote Name: City of Anna TX - Court Add-On

Sales Quotation For:

City of Anna
PO Box 776
Anna TX 75409

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Criminal Case Manager	\$ 10,352	\$ 518	\$ 9,834
Cash Collections	\$ 0	\$ 0	\$ 0
Court Payment Import Interface	\$ 1,608	\$ 80	\$ 1,528
Jury Data Import	\$ 1,769	\$ 88	\$ 1,681
Output Director	\$ 2,122	\$ 106	\$ 2,016
Citation Issuing Device Interface (Enforcement Mobile)	\$ 0	\$ 0	\$ 0
Virtual Court	\$ 2,600	\$ 0	\$ 2,600

Municipal Jury Manager			\$ 4,951	\$ 248	\$ 4,703
Collection Agency Export Interface			\$ 1,769	\$ 88	\$ 1,681
Tyler One					
Content Manager Suite					
Core			\$ 0	\$ 0	\$ 0
TOTAL:			\$ 25,171	\$ 1,128	\$ 24,043
Term # of Years:			3		

Tyler Fees per Transaction

Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Tyler One	
Payments	
Municipal Justice Payments	\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Epson TMH6000V Thermal Receipt Printer White USB NEW	2	\$ 1,050	\$ 2,100	\$ 406
Topaz Signature Pad T-L462 - USB w/ Serial Emulation TLBK462-BSB				
Hosted Court Sites	2	\$ 525	\$ 1,050	\$ 210

Tyler One				
Payments				
Lane 3000 Terminal Purchase	2	\$ 419	\$ 838	\$ 0
PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
TOTAL:			\$ 3,988	\$ 976

Services

Description	Hours/Units	Extended Price	Maintenance
Municipal Justice 10 Suite			
Professional Services	168	\$ 21,840	\$ 0
Case Management Data Conversion	1	\$ 7,500	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	\$ 4,500	\$ 0
Project Management	1	\$ 1,600	\$ 0
Warrants & Judgements Data Analysis	4	\$ 520	\$ 0
Warrants & Judgments Data Conversion	1	\$ 1,500	\$ 0
Content Manager Suite			
Professional Services	32	\$ 4,160	\$ 0
Other Services			
Project Management	1	\$ 250	\$ 0
TOTAL:			\$ 41,870

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 24,043
Total Third Party Hardware, Software, Services	\$ 3,988	\$ 976
Total Tyler Services	\$ 41,870	
Summary Total	\$ 45,858	\$ 25,019
Contract Total	\$ 70,877	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Cash Collections	4	\$ 520	\$ 0
Case Manager Data Analysis	16	\$ 2,080	\$ 0
Criminal Case Manager Implementation Fees	88	\$ 11,440	\$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	8	\$ 1,040	\$ 0
Municipal Jury Manager	40	\$ 5,200	\$ 0
Output Director	8	\$ 1,040	\$ 0
Court Payment Import	4	\$ 520	\$ 0
Sub-Total	168	\$ 21,840	\$ 0
Tyler One			
Content Manager Suite			
Core	32	\$ 4,160	\$ 0
Sub-Total	32	\$ 4,160	\$ 0

TOTAL:	200	\$ 26,000	\$ 0
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Optional Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 3,537	\$ 177	\$ 3,360
TOTAL:	\$ 3,537	177	\$ 3,360
Term # of Years:	3		

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Implementation includes interface with Texas Omnibase

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: Court: Online and In Person	3.95% \$2.50 minimum
Client Electronic Payment Costs (Cost Plus Fee Model)	
If absorbing the transaction costs	
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<u>Lane 3000</u> : \$419 (one-time fee per device) Plus \$180 annual per device PCI service fee

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, APPROVING THE PURCHASE OF A SOFTWARE AS A SERVICE (SASS) AGREEMENT FOR MUNICIPAL JUSTICE POWERED BY INCODE SOFTWARE FROM TYLER TECHNOLOGIES, INC OF PLANO, TX IN THE AMOUNT OF ONE-TIME FEES OF \$70,887, AND RECURRING FEES OF \$25,019, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

WHEREAS, The City Council of the City of Anna, Texas (the “City Council”) finds that the City Court technology has been in use since 2004; and

WHEREAS, the City staff recommends the City upgrade its Municipal Court software to improve efficiency and effectiveness in service to its neighbors; and

WHEREAS, Tyler Technologies provides the Municipal Justice Powered by Incode system that meets many of the City’s Court requirements at a reasonable cost,

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

Section 1. Recitals Incorporated.

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

Section 2. Acknowledgement

The City Council hereby approves the purchase of Incode as a Software As a Service Agreement from Tyler Technologies, Inc of Plano, TX in the amount of one-time fees of \$101,476 recurring fees of \$25,019, and includes the agreement attached as Exhibit A, and authorizes, ratifies, and approves the City Manager to execute the agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 27th day of September, 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve corrected versions of the Ordinances Adopting New Roadway, Water, & Sanitary Sewer Impact Fees, correcting scrivener's errors, for execution by the Mayor and City Secretary as corrected versions of Ordinance 997-2022 and Ordinance 999-2022 adopted at the August 23, 2022 City Council Meeting. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Upon final review of the signed impact fee ordinances adopted last month, there were several minor errors found in the documents which did not result in material changes to the application of the ordinances, but should be corrected. These minor changes are considered scrivener's errors.

Adoption of the corrected documents is not adopting land use assumptions, capital improvement plans, or impact fees. All of those items were formally adopted in August.

The "correcting" ordinances attached merely identify the errors in the original ordinances and correct them by directing the Mayor and City Secretary to execute new "corrected" ordinances. In addition, the "correcting" ordinance for 999-2022 repeals Ordinance 998-2022, as it is not required.

The impact fee study, which is the basis for the adopted fees, is attached as Exhibit A and will be attached to both corrected ordinances.

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 recommends approval.

ATTACHMENTS:

1. Ord Correcting 997-2022 C03029D20220921CR1
2. Ord Corrected 997-2022 PDF
3. Ord Correcting 999-2022 C03029D20220921CR1
4. Ord Corrected 999-2022 PDF
5. Exhibit A - Impact Fees Report

APPROVALS:

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

Created/Initiated - 9/21/2022
Final Approval - 9/22/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, AMENDING AND CORRECTING SCRIVENER'S ERRORS IN ORDINANCE NO. 997-2022 GOVERNING 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 governing roadway impact fee 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 on August 23, 2022 adopted updated land use assumptions and roadway capital improvement plans and amended Chapter 9 of The Anna City Code of Ordinances ("Anna Code") as well as Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.014 (Roadway Impact Fees) of the Anna Code to specify new rates for roadway impact fees; and

WHEREAS, on or about August 23, 2022, the wrong version of the ordinance was executed by the Mayor and it contained scrivener's errors as identified and corrected herein;

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. IDENTIFICATION OF SCRIVENER'S ERRORS. The City Council hereby identifies the following scrivener's errors in Ordinance No. 997-2022 and orders that said errors be corrected as set forth in Section 3 of this ordinance. Text that is struck through was in error and text that is underlined should have been included in the ordinance as set forth here:

ORDINANCE NO. 997-2022

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 APPENDIX A FEE SCHEDULE, A6.000 UTILITY FEES, SECTION A6.014 ~~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 Council has further determined that it would be advantageous and beneficial to the City and its citizens to amend Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.014 Part IV, Article 7, Section 13 (Roadway Impact Fees) of the Anna Code to specify new roadway impact fee rates;

[...]

SECTION 2. ADOPTION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. As relates to ~~water and wastewater~~ roadway 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 City of Anna 2022 Roadway, Water and Wastewater Impact Fee Study~~, 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 and wastewater impact fees.~~

SECTION 3. AMENDMENTS TO CHAPTER 9 PART IV OF THE ANNA CODE AND APPENDIX A FEE SCHEDULE OF THE ANNA CODE.

SECTION 3.A. In accordance with Section 1.01.007 of the Anna Code, Section 9.08.005(b) (Roadway Impact Fees) is deleted and replaced with the following:

(b) Roadway impact fees. Roadway impact fees shall be determined and assessed as set forth in Appendix A Fee Schedule, Article A6.000 Utility Fees, Section A6.014 (Roadway Impact Fees) of this Code as amended.

SECTION 3.B. AMENDMENTS TO APPENDIX A FEE SCHEDULE OF THE ANNA CODE In accordance with Section 1.01.007 ~~Part II, Article 1, Section 9~~ of the Anna Code, ~~Part IV, Article 7, Section 14~~ Appendix A Fee Schedule, Article A6.000 Utility Fees is deleted and replaced with the following:

In accordance with Appendix A FEE SCHEDULE, Article A6.000 UTILITY FEES, Section A6.014 (Roadway impact fees) is deleted and replaced with the following:

[...]

SECTION 3. CORRECTION OF SCRIVENER'S ERRORS; EXECUTION OF CORRECTED ORDINANCE. In order to correct the scrivener's errors identified in Section 2, the City Council hereby directs the Mayor and the City Secretary to execute the document attached hereto as Exhibit A and titled "Ordinance No. 997-2022 (CORRECTED)" which shall replace and supersede Ordinance 997-2022 for all purposes.

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.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 27th day of September 2022.

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. 997-2022
(CORRECTED)¹

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, CORRECTING ORDINANCE NO. 997-2022 REGARDING 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 Chapter 9, Article 9.08 Impact Fees, Section 9.08.005(b) (Roadway Impact Fees) and Appendix A Fee Schedule, Article A6.000 Utility Fees, Section A6.014 (Roadway Impact Fees) of The Anna City Code of Ordinances ("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 roadway facilities, the City Council hereby adopts updates to the land use assumptions and capital improvements plan as set forth in the City of Anna 2022 Roadway, Water and Wastewater Impact Fee Study, a copy of which is attached hereto as Exhibit A.

¹ This ordinance replaces and supersedes Ordinance No. 997-2022 in its entirety.

SECTION 3. AMENDMENTS TO CHAPTER 9 OF THE ANNA CODE AND APPENDIX A FEE SCHEDULE OF THE ANNA CODE.

SECTION 3.A. In accordance with Section 1.01.007 of the Anna Code, Section 9.08.005(b) (Roadway Impact Fees) is deleted and replaced with the following:

“(b) Roadway impact fees. Roadway impact fees shall be determined and assessed as set forth in Appendix A Fee Schedule, Article A6.000 Utility Fees, Section A6.014 (Roadway Impact Fees) of this Code as amended.”

SECTION 3.B. AMENDMENTS TO APPENDIX A FEE SCHEDULE OF THE ANNA CODE In accordance with Section 1.01.007 of the Anna Code, Appendix A Fee Schedule, Article A6.000 Utility Fees is deleted and replaced with the following:

“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.

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

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. 997-2022
(CORRECTED)¹

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, CORRECTING ORDINANCE NO. 997-2022 REGARDING 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 Chapter 9, Article 9.08 Impact Fees, Section 9.08.005(b) (Roadway Impact Fees) and Appendix A Fee Schedule, Article A6.000 Utility Fees, Section A6.014 (Roadway Impact Fees) of The Anna City Code of Ordinances ("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 roadway facilities, the City Council hereby adopts updates to the land use assumptions and capital improvements plan as set forth in the City of Anna 2022 Roadway, Water and Wastewater Impact Fee Study, a copy of which is attached hereto as Exhibit A.

SECTION 3. AMENDMENTS TO CHAPTER 9 OF THE ANNA CODE AND APPENDIX A FEE SCHEDULE OF THE ANNA CODE.

SECTION 3.A. In accordance with Section 1.01.007 of the Anna Code, Section 9.08.005(b) (Roadway Impact Fees) is deleted and replaced with the following:

¹ This ordinance replaces and supersedes Ordinance No. 997-2022 in its entirety.

“(b) Roadway impact fees. Roadway impact fees shall be determined and assessed as set forth in Appendix A Fee Schedule, Article A6.000 Utility Fees, Section A6.014 (Roadway Impact Fees) of this Code as amended.”

SECTION 3.B. AMENDMENTS TO APPENDIX A FEE SCHEDULE OF THE

ANNA CODE In accordance with Section 1.01.007 of the Anna Code, Appendix A Fee Schedule, Article A6.000 Utility Fees is deleted and replaced with the following:

“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.

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

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, AMENDING AND CORRECTING SCRIVENER'S ERRORS IN ORDINANCE NO. 999-2022 GOVERNING WATER AND WASTEWATER IMPACT FEES; REPEALING ORDINANCE NO. 998-2022; 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 on August 23, 2022 adopted updated land use assumptions and capital improvement plans and amended Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 (Water and sewer impact fees) of The Anna City Code of Ordinances ("Anna Code") to specify new rates for water and wastewater impact fees; and

WHEREAS, on or about August 23, 2022, the wrong version of the ordinance was executed by the Mayor and it contained scrivener's errors as identified and corrected herein;

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. IDENTIFICATION OF SCRIVENER'S ERRORS. The City Council hereby identifies the following scrivener's errors in Ordinance No. 999-2022 and orders that said errors be corrected as set forth in Section 3 of this ordinance. Text that is struck through was in error and text that is underlined should have been included in the ordinance as set forth here:

ORDINANCE NO. 999-2022

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 APPENDIX A FEE SCHEDULE, A6.000 UTILITY

~~FEES, SECTION A6.013 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 Council has further determined that it would be advantageous and beneficial to the City and its citizens to amend Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 Part IV, Article 7, Section 13 (Water and Sewer Impact Fees) of the Anna Code to specify new water and wastewater impact fee rates;

[...]

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 City of Anna 2022 Roadway, Water and Wastewater Impact Fee Study, 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 APPENDIX A FEE SCHEDULE, A6.000 UTILITY FEES, SECTION A6.013 OF THE ANNA CODE. In accordance with Section 1.01.007 of the Anna Code, Part II, Article 1, Section 9 of the Anna Code, Part IV, Article 7, Section 13 Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 of the Anna Code 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	\$5,500	\$5,500	\$8,589 \$11,000
Single Family Residential	Simple	1"	1.7	\$9,350	\$9,350	\$14,601 \$18,700
Single Family Residential	Simple	1-1/2"	3.3	\$18,150	\$18,150	\$28,343 \$36,300
Single Family Residential	Simple	2"	5.3	\$29,150	\$29,150	\$45,520 \$58,300
Commercial/Retail	Compound	2"	5.3	\$29,150	\$29,150	\$45,520 \$58,300

Commercial/Retail/Multi-Family	Compound	3"	10.7	\$58,850	\$58,850	\$91,898 <u>\$117,700</u>
Commercial/Retail/Multi-Family	Compound	4"	16.7	\$91,850	\$91,850	\$143,430 <u>\$183,700</u>
Industrial	Compound	6"	33.3	\$183,150	\$183,150	\$286,002 <u>\$366,300</u>
Industrial	Compound	8"	53.3	\$293,150	\$293,150	\$457,775 <u>\$586,300</u>
Industrial	Compound	10"	153.3	\$843,150	\$843,150	\$1,316,639 <u>\$1,686,300</u>
Industrial	Turbine	12"	220	\$1,210,000	\$1,210,000	\$1,889,501 <u>\$2,420,000</u>

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 \$4,750	\$5,500 \$4,750
Wastewater Facilities	All	\$5,500 \$4,750	\$5,500 \$4,750

SECTION 3. CORRECTION OF SCRIVENER'S ERRORS; EXECUTION OF CORRECTED ORDINANCE. In order to correct the scrivener's errors identified in Section 2, the City Council hereby directs the Mayor and the City Secretary to execute the document attached hereto as Exhibit A and titled "Ordinance No. 999-2022 (CORRECTED)" which shall replace and supersede Ordinance 999-2022 for all purposes.

SECTION 4. REPEAL OF ORDINANCE NO. 998-2022. Ordinance No. 998-2022 contained scrivener's errors and the City Council finds that said ordinance is superfluous and is hereby repealed in its entirety.

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 violation is considered a separate offense and will be punished separately.

SECTION 6. 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 7. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE

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

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 27th day of September 2022.

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. 999-2022
(CORRECTED)¹

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 APPENDIX A FEE SCHEDULE, A6.000 UTILITY FEES, SECTION A6.013 (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 Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 (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 City of Anna 2022 Roadway, Water and Wastewater Impact Fee Study, a copy of which is attached hereto as Exhibit A.

¹ This ordinance replaces and supersedes Ordinance No. 999-2022 in its entirety.

SECTION 3. AMENDMENTS TO PART IV OF THE ANNA CODE. In accordance with Anna Code Sec. 1.01.007: Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 (Water and sewer impact fees) of the Anna Code 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	\$5,500	\$5,500	\$11,000
Single Family Residential	Simple	1"	1.7	\$9,350	\$9,350	\$18,700
Single Family Residential	Simple	1-1/2"	3.3	\$18,150	\$18,150	\$36,300
Single Family Residential	Simple	2"	5.3	\$29,150	\$29,150	\$58,300
Commercial/Retail	Compound	2"	5.3	\$29,150	\$29,150	\$58,300
Commercial/Retail/Multi Fam	Compound	3"	10.7	\$58,850	\$58,850	\$117,700
Commercial/Retail/Multi Fam	Compound	4"	16.7	\$91,850	\$91,850	\$183,700
Industrial	Compound	6"	33.3	\$183,150	\$183,150	\$366,300
Industrial	Compound	8"	53.3	\$293,150	\$293,150	\$586,300
Industrial	Compound	10"	153.3	\$843,150	\$843,150	\$1,686,300
Industrial	Turbine	12"	220	\$1,210,000	\$1,210,000	\$2,420,000

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.

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.

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

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

ORDINANCE NO. ~~999-2022~~
(CORRECTED)¹

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 APPENDIX A FEE SCHEDULE, A6.000 UTILITY FEES, SECTION A6.013 (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 Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 (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 City of Anna 2022 Roadway, Water and Wastewater Impact Fee Study, a copy of which is attached hereto as Exhibit A.

¹ This ordinance replaces and supersedes Ordinance No. 999-2022 in its entirety.

SECTION 3. AMENDMENTS TO PART IV OF THE ANNA CODE. In accordance with Anna Code Sec. 1.01.007: Appendix A Fee Schedule, A6.000 Utility Fees, Section A6.013 (Water and sewer impact fees) of the Anna Code 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	\$5,500	\$5,500	\$11,000
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Single Family Residential	Simple	2"	5.3	\$29,150	\$29,150	\$58,300
Commercial/Retail	Compound	2"	5.3	\$29,150	\$29,150	\$58,300
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Commercial/Retail/Multi Fam	Compound	4"	16.7	\$91,850	\$91,850	\$183,700
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Industrial	Compound	10"	153.3	\$843,150	\$843,150	\$1,686,300
Industrial	Turbine	12"	220	\$1,210,000	\$1,210,000	\$2,420,000

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

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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.

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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.

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

ATTESTED:

APPROVED:

City Secretary Carrie Land

Mayor Nate Pike

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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Appendix B – Capital Improvements Plan Units of Supply

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Executive Summary
2022 Impact Fee Study



July 2022 Prepared for the City of Anna

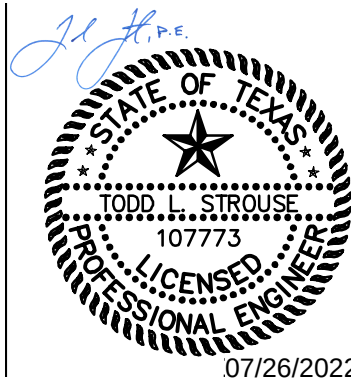
Prepared by:

Kimley»Horn

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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

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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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.

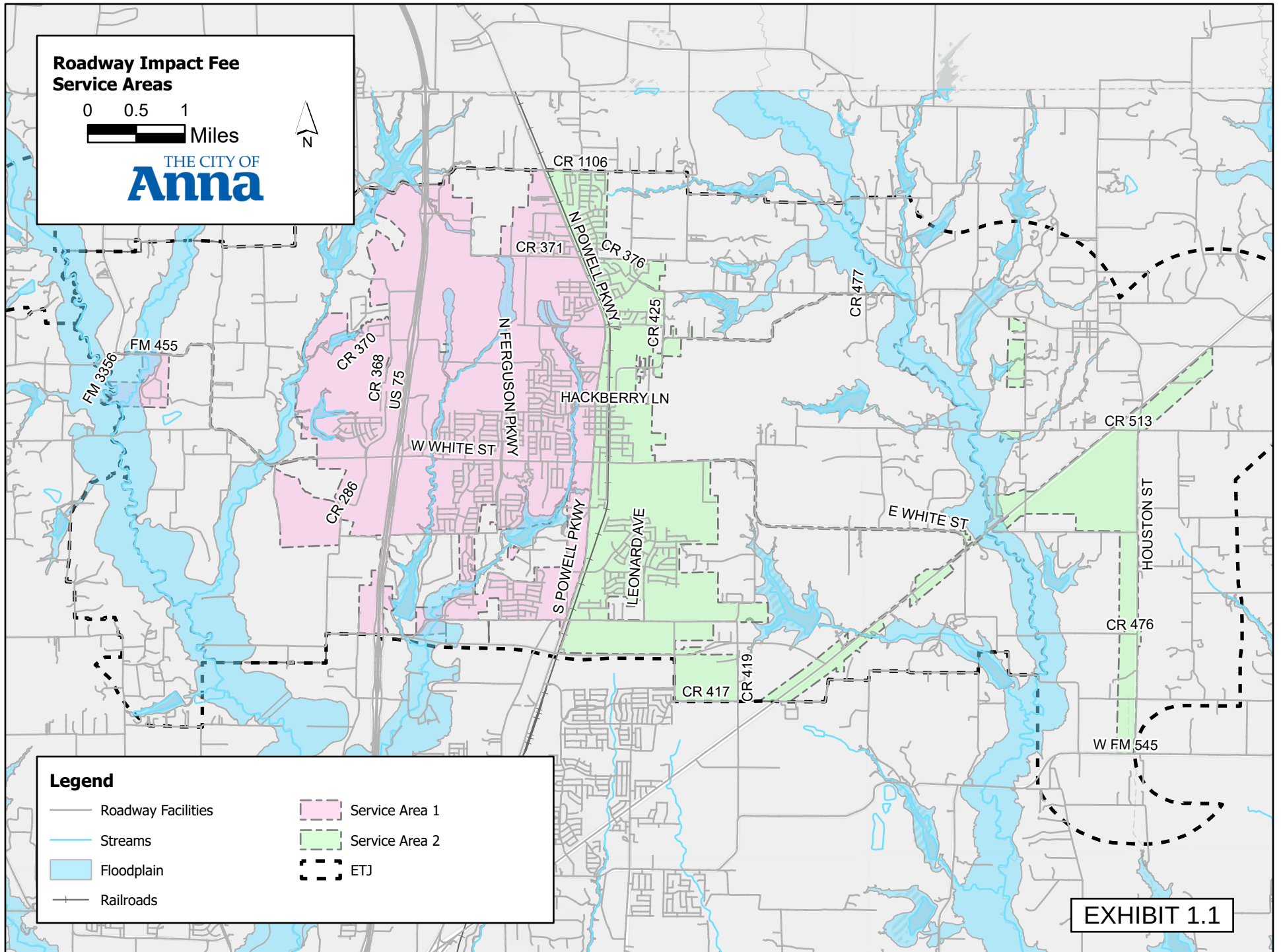
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**Roadway Impact Fee
Service Areas**

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

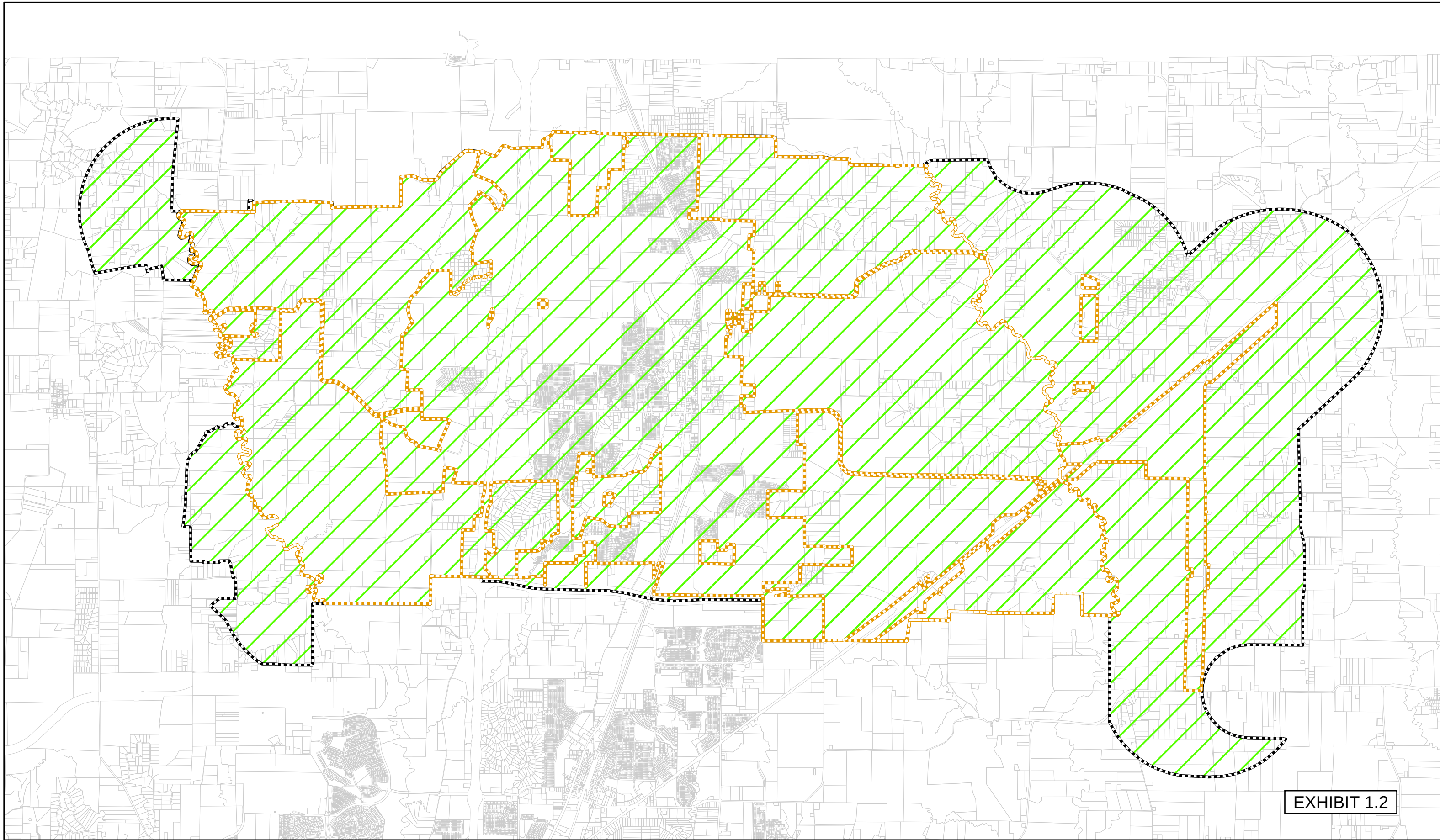
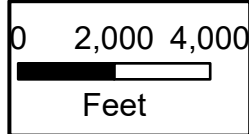


EXHIBIT 1.2



Legend

Water & Wastewater Service Area	City Limits
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CITY OF ANNA
WATER & WASTEWATER SERVICE AREA

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.

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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>

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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:

Kimley»Horn

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Phone: 469 301 2580

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.

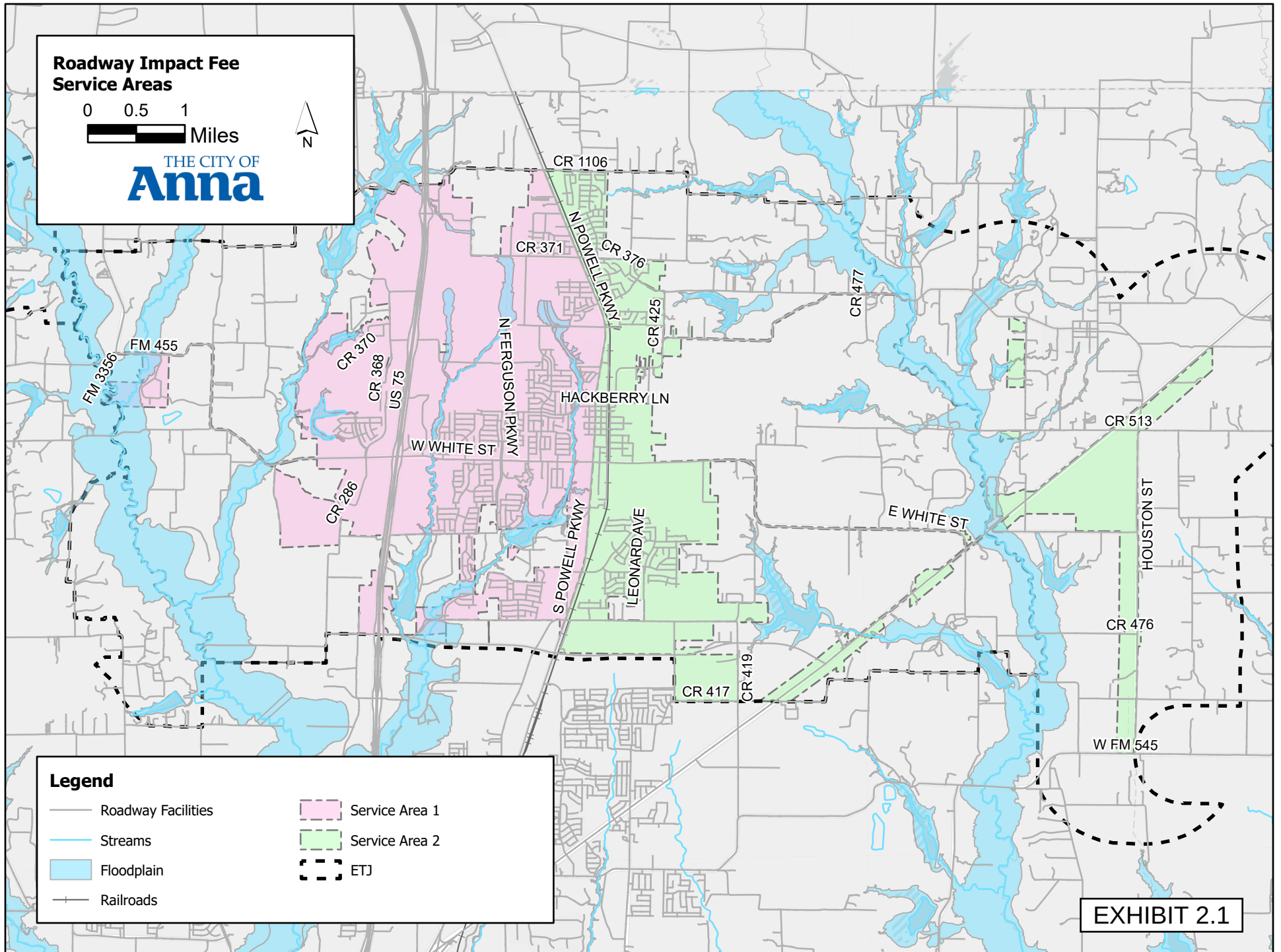
It should be noted that at locations where the service area boundary follows a thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway, such as State Highway 5. In cases where a service area boundary follows the City Limits, only those portions of the facility 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

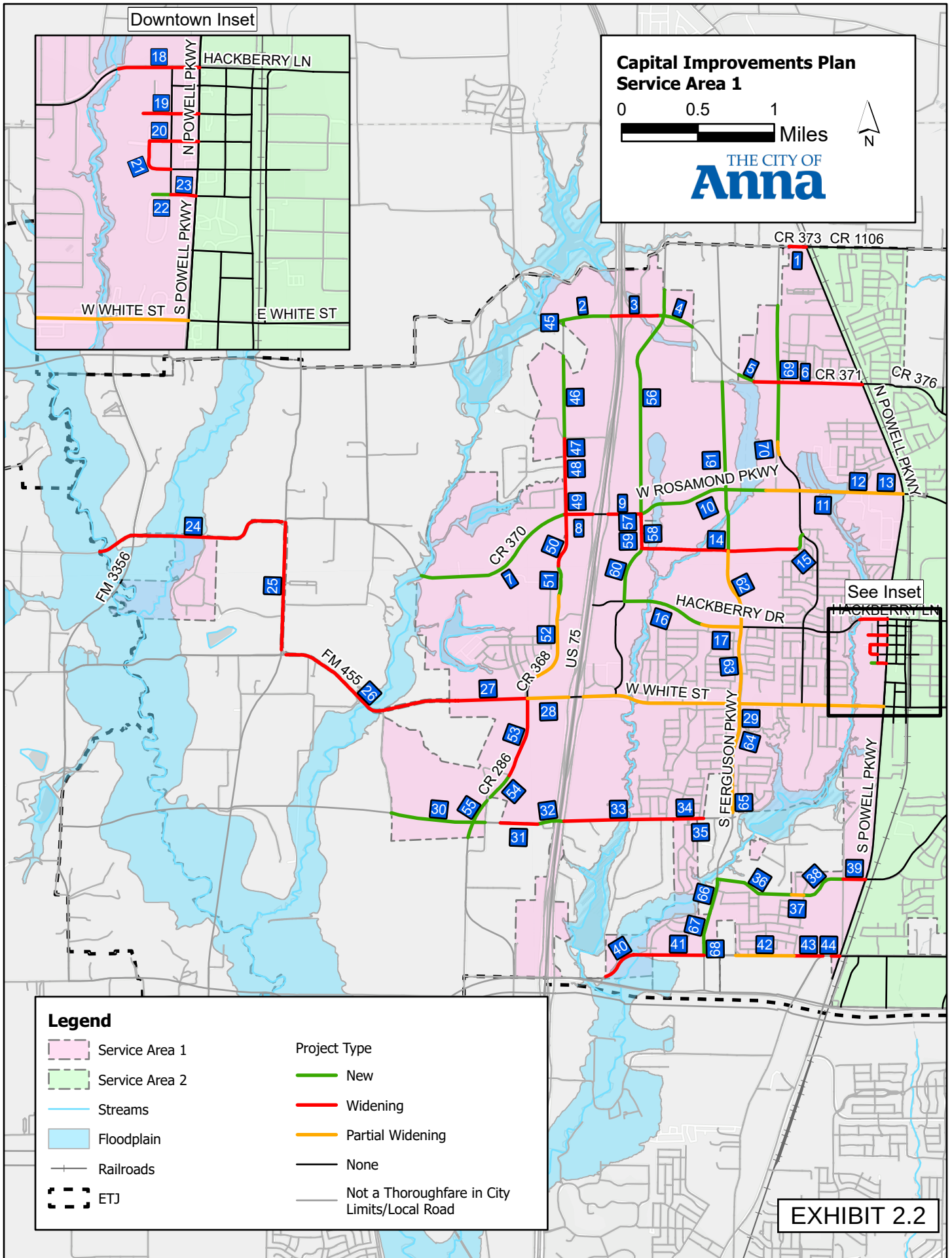
The City has identified the roadway projects needed to accommodate the projected growth within the City. The City of Anna Master Thoroughfare Plan is the ultimate plan for roadway infrastructure within City Limits. Only capacity improvements still needed to build out the Master Thoroughfare Plan to accommodate 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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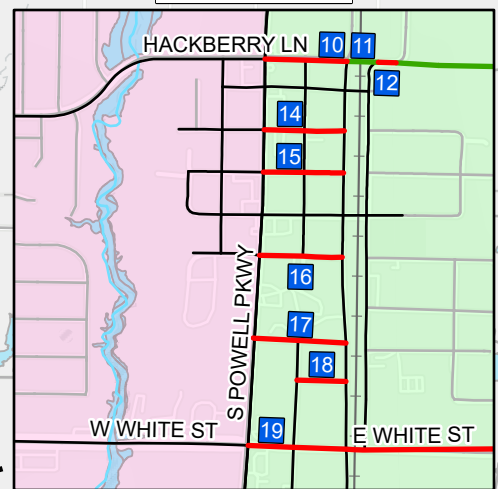
Capital Improvements Plan Service Area 2

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

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:

$$TDF = T * (1 - P_b) * L_{\max}$$
$$\text{where... } L_{\max} = \min (L * OD \text{ or } SA_L)$$

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 ⁶			TRANS. DEMAND FACTOR ⁵			NON-RESIDENTIAL VEHICLE-MILES ¹⁰			TOTAL VEHICLE MILES ¹¹		
	Single Family Units	Trip Rate	Multi-Family Units	Trip Rate	VEHICLE MILES ⁴	BASIC	SERVICE	RETAIL	BASIC ⁷	SERVICE ⁸	RETAIL ⁹	BASIC	SERVICE		RETAIL	
		TDF ²		TDF ³						SERVICE ⁸						
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	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:

Kimley»Horn

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Kimley-Horn Project Number: 064512909
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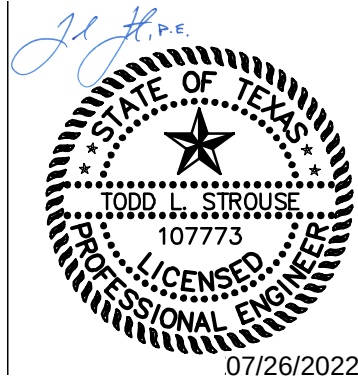


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1 Introduction

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.

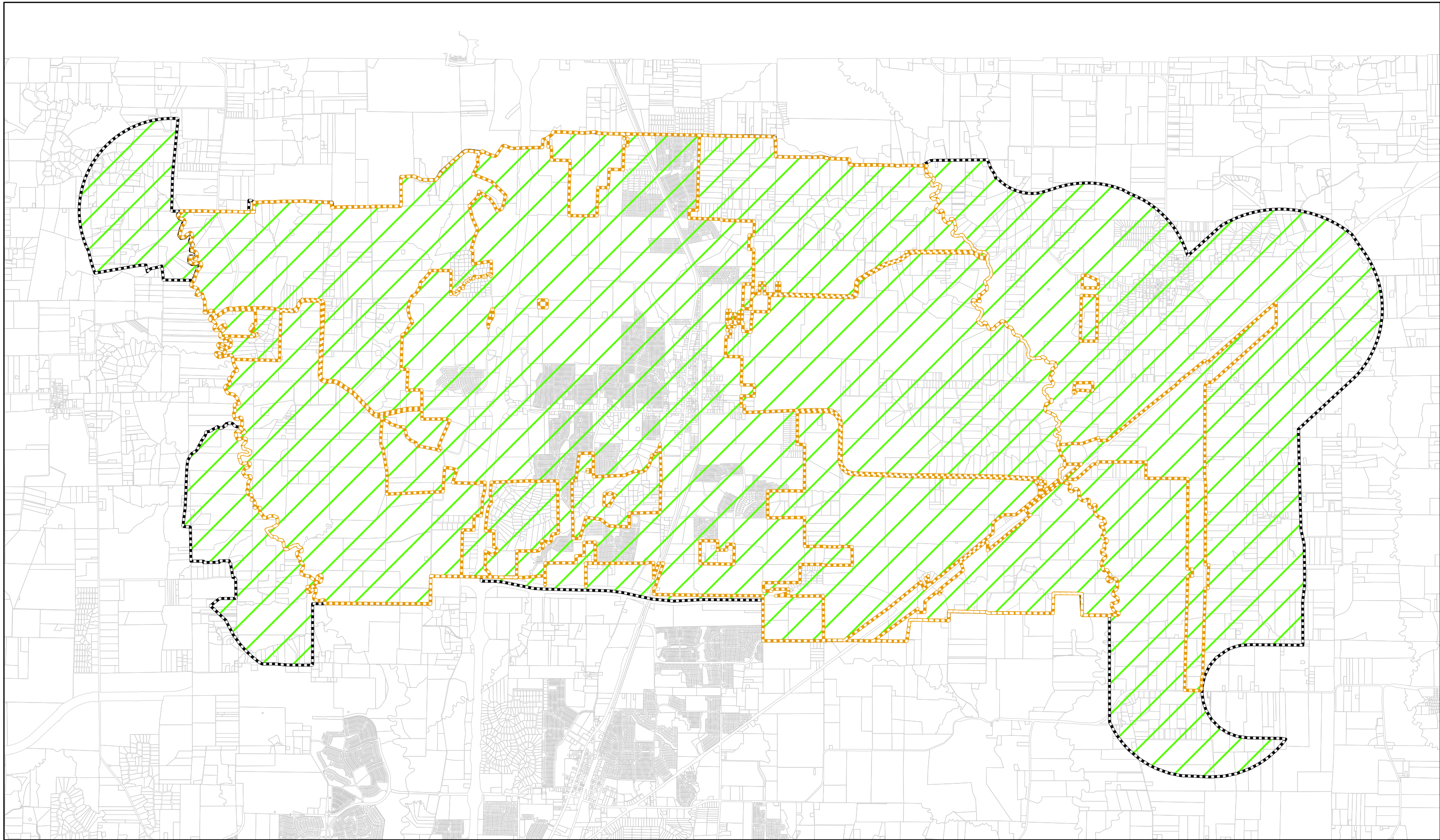
1.2 Evaluation of the Current Water Capital Improvement Plans and Development of the Impact Fee Capital Improvement Plan

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).

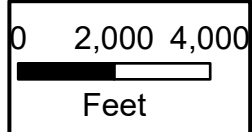
1.3 Impact Fee Analysis and Report

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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Kimley-Horn and Associates, Inc.
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Legend

Water & Wastewater Service Area	City Limits
---------------------------------	-------------



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**.

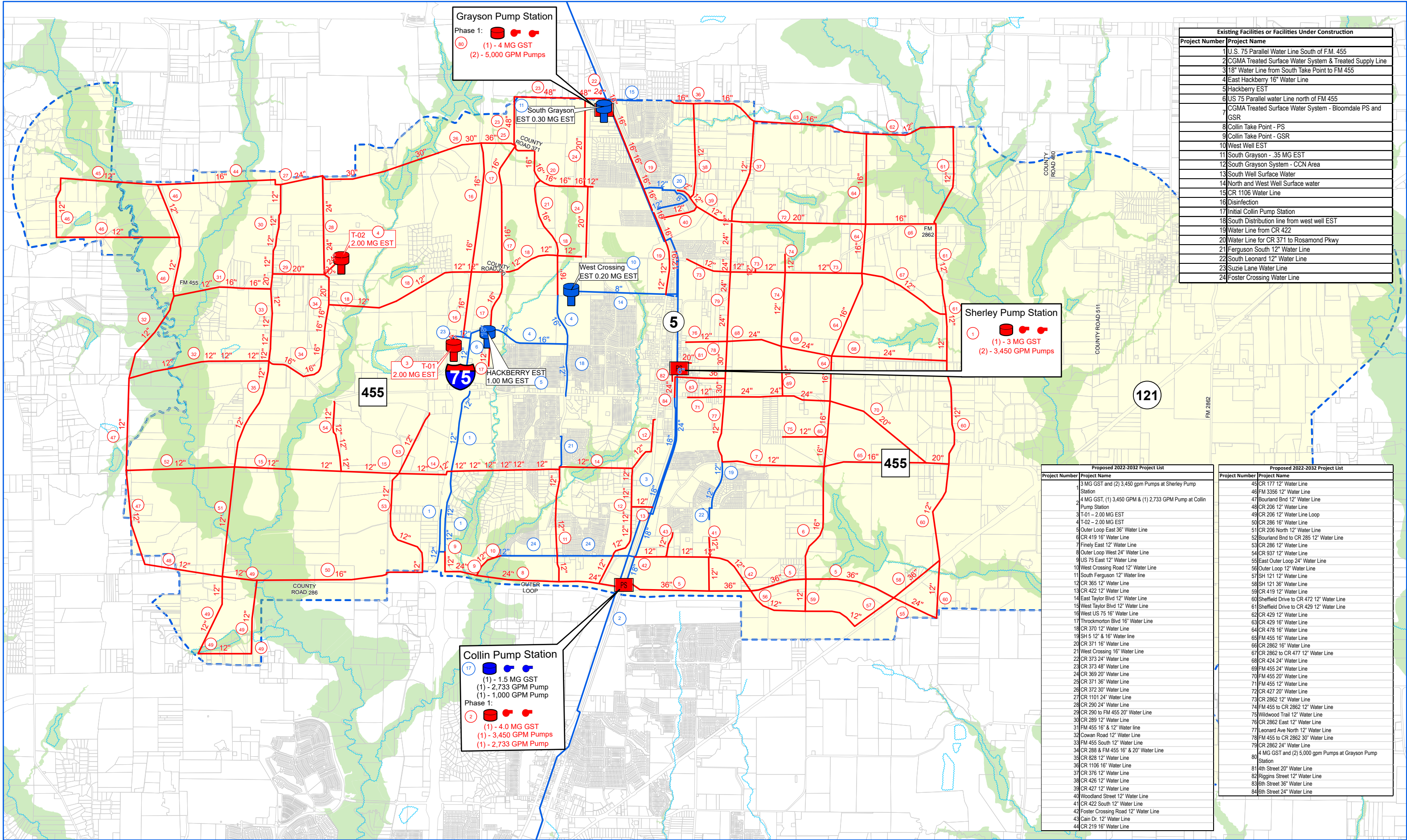


Table 1 – Water Impact Fee Capital Improvements Project Cost and 10-Year Recoverable Cost

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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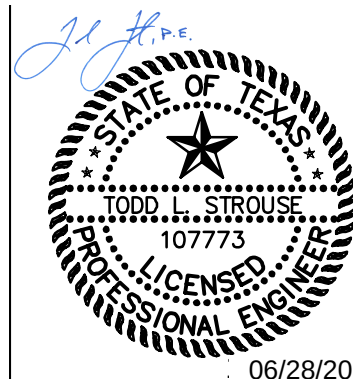


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1 Introduction

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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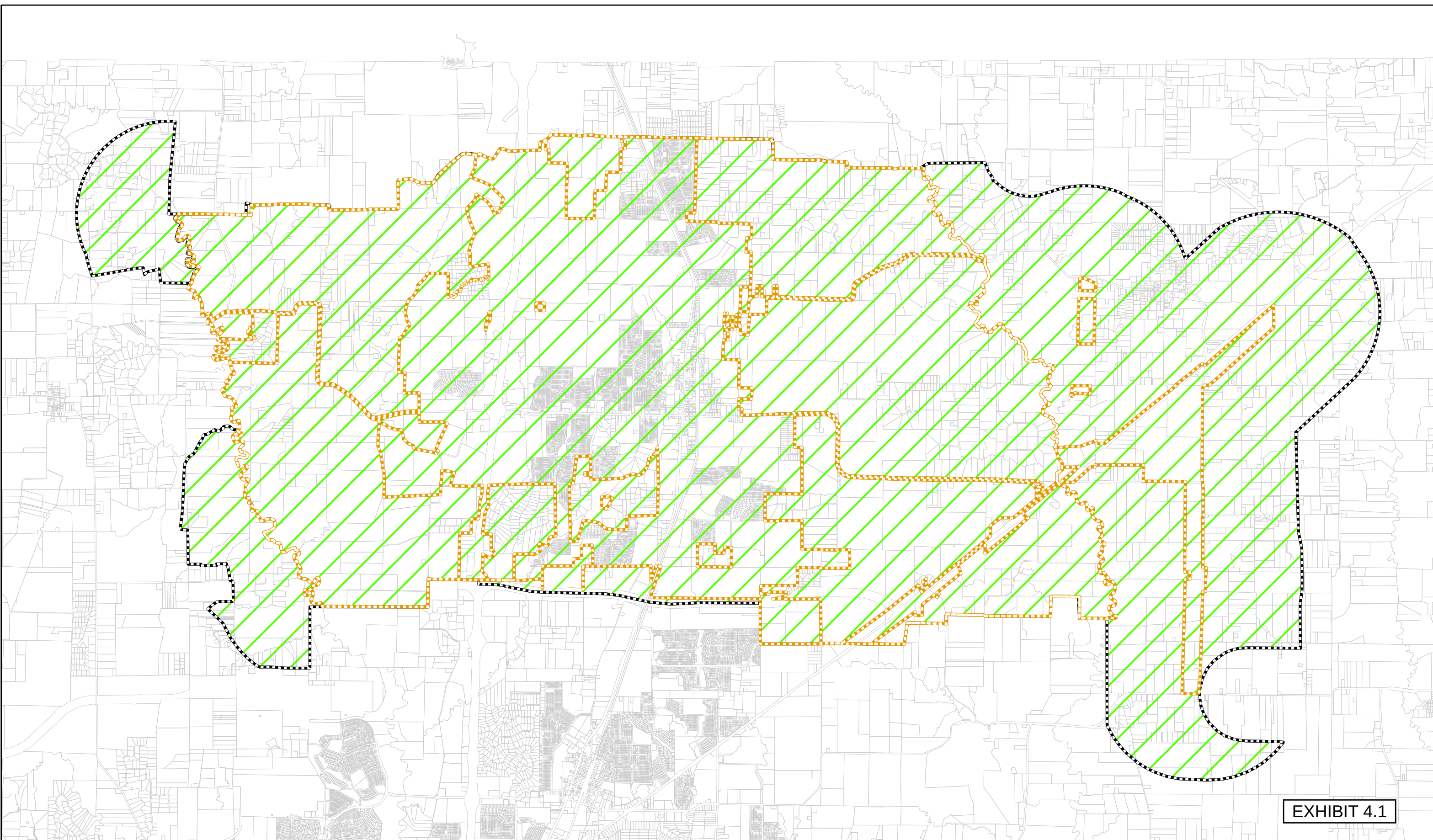
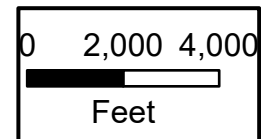


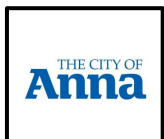
EXHIBIT 4.1

Kimley-Horn and Associates, Inc.
File Path: K:\MKN_CityOfAnna - Master Data\GIS\Anna_LU Map.aprx
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Legend

Water & Wastewater Service Area	City Limits
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CITY OF ANNA
WATER & WASTEWATER SERVICE AREA

FIGURE

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

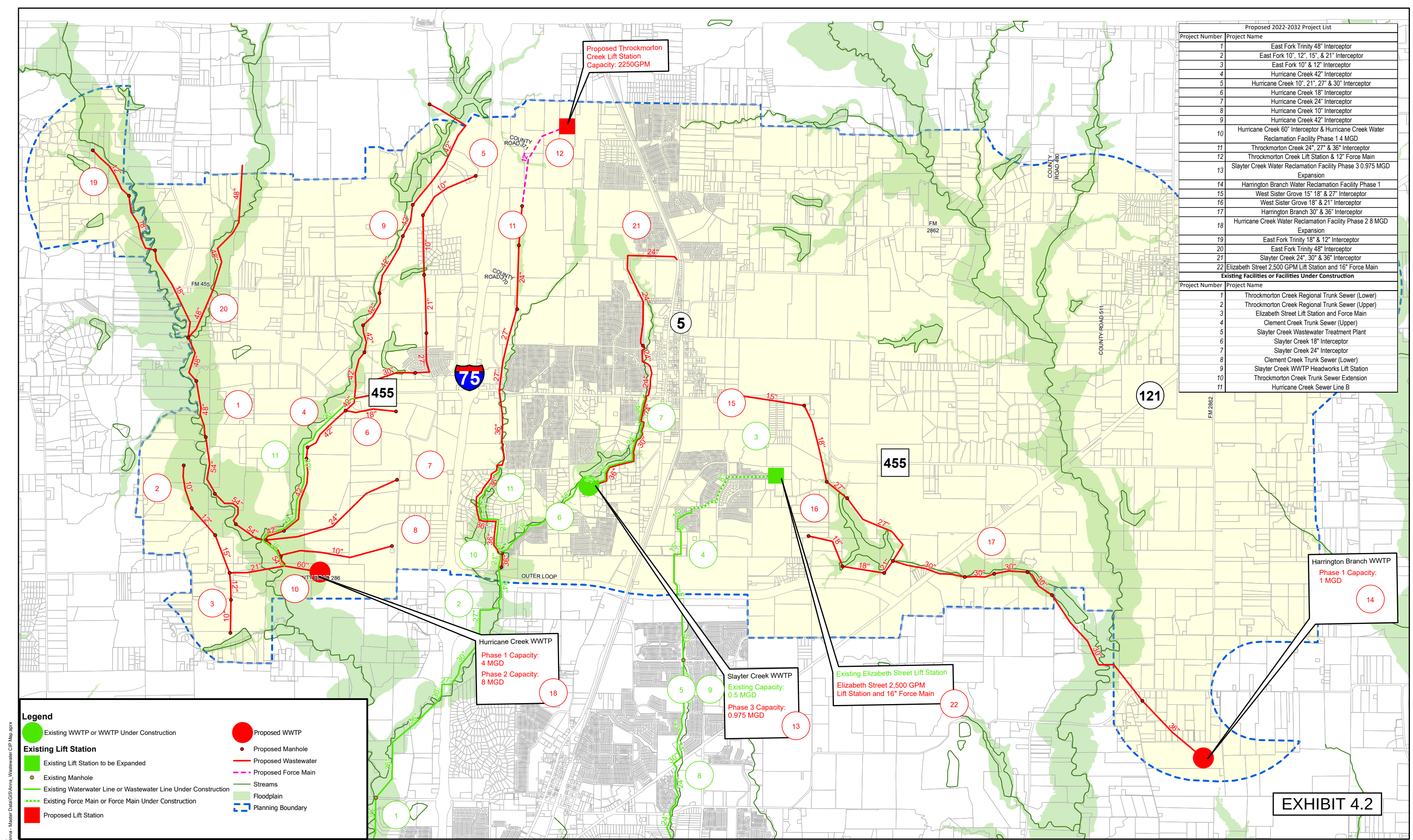
The proposed water reclamation facilities within the City of were sized based on average daily flow into the water reclamation facility.

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 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

Legend

Existing WWTP or WWTP Under Construction

Existing Lift Station

Existing Manhole

Existing Waterwater Line or Wastewater Line Under Construction

Existing Force Main or Force Main Under Construction

Proposed Lift Station

Proposed WWTP

Proposed Manhole

Proposed Wastewater

Proposed Force Main

Streams

Floodplain

Planning Boundary

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	\$ -
Allowance Subtotal:			\$ 1,476,801

**Allowances based on % of Paving Construction Cost Subtotal

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

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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. 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

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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.	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

**Allowances based on % of Paving Construction Cost Subtotal

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

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.	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

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.

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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
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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	\$ -
Allowance Subtotal:			\$ 2,947,592

**Allowances based on % of Paving Construction Cost Subtotal

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	\$ -
Allowance Subtotal:			\$ 257,671

**Allowances based on % of Paving Construction Cost Subtotal

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
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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	\$ -
		Allowance Subtotal:	\$ 76,363

**Allowances based on % of Paving Construction Cost Subtotal

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	\$ -
Allowance Subtotal:			\$ 118,177

**Allowances based on % of Paving Construction Cost Subtotal

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

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	\$ -
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 91,706
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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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	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 146,002
				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	\$ -
Allowance Subtotal:			\$ 90,101

**Allowances based on % of Paving Construction Cost Subtotal

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	\$ -
**Allowances based on % of Paving Construction Cost Subtotal		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
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	\$ -
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	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 364,941
				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

**Allowances based on % of Paving Construction Cost Subtotal

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

**Allowances based on % of Paving Construction Cost Subtotal

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
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%	\$ 445,145
Mobilization: 5%	\$ 111,286
Prep ROW: 1%	\$ 22,257
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

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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 (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	SUPPLY PK-HR				DEMAND PK-HR	CAPACITY PK-HR	DEFICIENCIES PK-HR			
													PER LN	TOTAL	TOTAL
					NB/EB	SB/WB		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	1	1	2U	3	50%	425	425	52	52	0	52
CR 286	W WHITE ST	2,800' S OF W WHITE ST	2800	0.53	1	1	2U	5	100%	425	425	225	225	3	223
CR 368	FAIRWAY LANE	625' S OF FAIRWAY LANE	627	0.12	1	1	2U	69	50	100%	425	425	50	8	42
CR 368	1,150' N OF CR 370	CR 370	1152	0.22	1	1	2U	69	50	100%	425	425	93	15	78
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	5	28
CR 368	CR 370	740' S OF CR 370	740	0.14	1	1	2U	0	100%	425	425	60	60	0	60
CR 368	740' S OF CR 370	1,855' S OF CR 370	1115	0.21	1	1	2U	0	50%	425	425	45	0	0	45
CR 368	880' N OF W WHITE ST	W WHITE ST	878	0.17	2	2	4D	46	27	100%	725	725	241	8	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	4	249
CR 370	CR 368	CENTRAL EXPRESSWAY SB	971	0.18	1	1	2U	50	69	100%	425	425	78	9	69
CR 370	CENTRAL EXPRESSWAY SB	US 75	298	0.06	1	1	2D	50	69	100%	525	525	30	3	47
CR 370	US 75	CENTRAL EXPRESSWAY NB	230	0.04	1	1	2D	50	69	100%	525	525	23	2	21
CR 371	W CROSSING BLVD	N POWELL PKWY	2902	0.55	1	1	2U	62	62	100%	425	425	234	34	200
CR 371	CENTRAL EXPRESSWAY SB	US 75	382	0.07	1	1	2U	63	63	100%	425	425	31	5	26
CR 371	CENTRAL EXPRESSWAY NB	910' E OF CENTRAL EXPRESSWAY NB	911	0.17	1	1	2U	149	149	100%	425	425	73	26	48
CR 371	US 75	CENTRAL EXPRESSWAY NB	319	0.06	1	1	2U	63	63	100%	425	425	26	26	4
CR 371	BRYANT FARM RD	W CROSSING BLVD	845	0.16	1	1	2U	62	62	100%	425	425	68	10	58
CR 373	595' W OF N POWELL PKWY	N POWELL PKWY	594	0.11	1	1	2U	46	46	50%	425	425	24	3	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	0	17
CR 374	525' N OF ROLLINS RD	ROLLINS RD	523	0.10	1	1	2U	3	3	100%	425	425	42	0	42
CR 374	W ROSAMOND PKWY	240' S OF W ROSAMOND PKWY	239	0.05	1	1	2U	3	3	100%	425	425	19	0	19
FM 3356	30' N OF FM 455	FM 455	32	0.01	1	1	2U	48	48	100%	425	425	3	0	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	126	228
FM 455	180' E OF COWAN RD	W WHITE ST	6398	1.21	1	1	2U	151	151	100%	425	425	515	183	332
FM 455	FM 3356	140' W OF CR 289	5440	1.03	1	1	2U	90	90	100%	425	425	438	93	345
FM 455	1,330' W OF FM 3356	FM 3356	1330	0.25	1	1	2U	93	93	100%	425	425	107	23	84
HACKBERRY DR	W CROSSING BLVD	640' W OF N JAMES ST	2115	0.40	2	2	4D	46	58	100%	725	725	581	18	562
HACKBERRY DR	CENTRAL EXPRESSWAY NB	CR 374	1128	0.21	2	2	4D	100	100	100%	725	725	310	21	288
HACKBERRY DR	N FERGUSON PKWY	BANKHURST DR	1441	0.27	1	1	2U	100	100	100%	425	425	116	27	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	26	84
HACKBERRY DR	BANKHURST DR	W CROSSING BLVD	710	0.13	2	2	4D	100	100	100%	725	725	195	13	182
HACKBERRY LN	N JAMES ST	N POWELL PKWY	328	0.06	1	1	2U	100	100	100%	425	425	26	6	20
HACKBERRY LN	640' W OF N JAMES ST	N JAMES ST	642	0.12	1	1	2U	46	58	100%	425	425	52	6	46
HARPER DR	W 3RD ST	N JAMES DR	567	0.11	1	1	2U	25	25	100%	425	425	46	3	43
N FERGUSON PKWY	HACKBERRY DR	W WHITE ST	2649	0.50	2	2	4D	100	100	100%	725	725	727	50	677
N JAMES DR	W 3RD ST	W 4TH ST	335	0.06	1	1	2U	25	25	100%	425	425	27	2	25
N JAMES DR	HACKBERRY LN	W 1ST ST	218	0.04	1	1	2U	25	25	100%	425	425	18	1	17
N JAMES DR	W 1ST ST	W 2ND ST	335	0.06	1	1	2U	25	25	100%	425	425	27	2	25
N JAMES DR	W 2ND ST	W 3RD ST	327	0.06	1	1	2U	25	25	100%	425	425	26	2	25
N POWELL PKWY	CR 371	CR 371	5140	0.97	1	1	2U	220	220	50%	425	425	207	107	100
N POWELL PKWY	W ROSAMOND PKWY	HACKBERRY LN	4354	0.82	1	1	2U	621	410	50%	425	425	175	175	169
N POWELL PKWY	CR 371	W ROSAMOND PKWY	4050	0.77	1	1	2U	536	389	50%	425	425	163	163	206
N POWELL PKWY	HACKBERRY LN	W 1ST ST	238	0.05	1	1	2U	498	498	50%	425	425	10	11	-2
N POWELL PKWY	W 1ST ST	W 2ND ST	335	0.06	1	1	2U	498	498	50%	425	425	13	16	-2
N POWELL PKWY	W 2ND ST	W 3RD ST	331	0.06	1	1	2U	498	498	50%	425	425	13	16	-2
N POWELL PKWY	W 3RD ST	W 4TH ST	335	0.06	1	1	2U	441	441	50%	425	425	13	13	-1
N THROCKMORTON BLVD	HACKBERRY DR	S THROCKMORTON BLVD	914	0.17	2	2	4U	100	100	100%	650	650	225	17	208
N THROCKMORTON BLVD	CR 374	N FERGUSON PKWY	2996	0.57	1	1	2U	3	3	100%	425	425	241	2	239
ROLLINS RD	N FERGUSON PKWY	615' W OF W CROSSING BLVD	2359	0.45	1	1	2U	3	3	100%	425	425	190	1	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	47	623
S FERGUSON PKWY	465' N OF TAYLOR BLVD	190' N OF TAYLOR BLVD	273	0.05	1	1	2U	101	101	100%	425	425	22	2	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	3	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	18	59
S JAMES DR	W 4TH ST	W 5TH ST	303	0.06	1	1	2U	25	25	100%	425	425	24	1	23
S POWELL PKWY	W WHITE ST	W FINLEY BLVD	6024	1.14	1	1	2U	424	424	50%	425	425	242	242	1
S POWELL PKWY	W FINLEY BLVD	W FOSTER CROSSING RD	2806	0.53	1	1	2U	627	526	50%	425	425	113	167	-14
S POWELL PKWY	W 4TH ST	W 5TH ST	316	0.06	1	1	2U	459	459	50%	425	425	13	13	-1
S POWELL PKWY	W 5TH ST	W 7TH ST	649	0.12	1	1	2U	459	459	50%	425	425	26	28	-2
S POWELL PKWY	W 7TH ST	W WHITE ST	839	0.16	1	1	2U	459	459	50%	425	425	34	36	-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	30	3
S THROCKMORTON BLVD	N THROCKMORTON BLVD	WALMART DR	2360	0.45	2	2	4U	100	100	100%	650	650	581	45	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	36	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	12	55
TAYLOR BLVD	4,600' E OF CENTRAL EXPRESSWAY NB	W 1ST ST	223	0.04	1	1	2U	75	75	50%	425	425	9	2	7
W 1ST ST	N JAMES DR	N POWELL PKWY	330	0.06	1	1	2U	25	25	100%	425	425	27	2	25
W 2ND ST	340' W OF N JAMES DR	N JAMES DR	339	0.06	1	1	2U	25	25	100%	425	425	27	2	26
W 2ND ST	N JAMES DR	N POWELL PKWY	327	0.06	1	1	2U	25	25	100%	425	425	26	2	25
W 3RD ST	HARPER DR	N JAMES DR	260	0.05	1	1	2U	25	25	100%	425	425	21	1	20
W 3RD ST	N JAMES DR	N POWELL PKWY	326	0.06	1	1	2U	25	25	100%	425	425	26	2	25
W 4TH ST	N JAMES DR	N POWELL PKWY	318	0.06	1	1	2U	25	25	100%	425	425	26	2	24
W 5TH ST	S JAMES DR	S POWELL PKWY	303	0.06	1	1	2U	25	25	100%	425	425	24	2	23
W CROSSING BLVD	ROLLINS RD	HACKBERRY DR	3640	0.69	2	2	4D	186	310	100%	725	725	1000	128	871
W CROSSING BLVD	HACKBERRY DR	W WHITE ST	2644	0.50	2	2	4D	50	50	100%	725	725	726	25	701
W CROSSING BLVD	W ROSAMOND PKWY	290' N OF ROLLINS RD	1182	0.22	2	2	4D	186	310	100%	725	725	325	42	69
W CROSSING BLVD	290' N OF ROLLINS RD	ROLLINS RD	292	0.06	2	2	4D	186	310	100%	725	725	80	10	70
W CROSSING BLVD	1,530' N OF W ROSAMOND PKWY	W ROSAMOND PKWY	1529	0.29	2	2	4D	0	0	100%	725	725	420		

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%			23	23	1	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	2	13	13		
CR 1106	1,080' E OF N POWELL PKWY	3,505' E OF N POWELL PKWY	2425	0.46	1	1	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	4								



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve an Ordinance abandoning a portion of public right-of-way for County Road 369 deemed unnecessary for use by the public and authorizing the Mayor to execute a Quitclaim Deed to transfer the property to the adjacent landowner in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

County Road 369 is a former county road in the City of Anna which used to run north/south, terminating at Rosamond Parkway near Anna High School. The road now serves no public purpose, as newer streets have been constructed with the development of Anna High School and the West Crossing subdivision.

There is a small portion of remaining County Road 369 right of way located on the south side of County Road 370. This sliver of right-of-way serves no public purpose, and is being mowed by the adjacent property owner. Staff recommends abandoning the right-of-way and dedicating it to the adjacent landowner via a quitclaim deed. The City Attorney has prepared the attached Ordinance and Quitclaim Deed for City Council approval.

FINANCIAL IMPACT:

None. Abandoning the right-of-way will remove a future maintenance obligation on the City for mowing and maintaining the land.

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. 1 - Ordinance Abandoning 369
2. 2 - Exhibit A & B (ROW Abandonment) CR369-Facundo
3. 3 - Exhibit C (QUITCLAIM DEED) CR 369 Facundo

4. 4 - Exhibit 1 & 2 (ROW Abandonment) CR369-Facundo

APPROVALS:

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

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY IN THE MARTIN MOORE SURVEY, ABSTRACT NO. 649 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND BEING PART OF COUNTY ROAD 369; DECLARING THAT THE PROPERTIES ARE UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; PROVIDING FOR SEVERABILITY OF THE ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Anna, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City recognizes the need to vacate and abandon a portion of the right-of-way along County Road 369, as more fully described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (said portion being hereinafter referenced as the "Right-of-Way"); and

WHEREAS, the City Council, after careful study and consideration, has determined that the Right-of-Way is no longer required for use by the general public, nor convenient to the public in general and, therefore, constitute a public charge without a corresponding public benefit, and the public would be better served and benefitted by its vacation and abandonment; and

WHEREAS, in association with the City's abandonment of the Right-of-Way, the City desires to execute a quitclaim deed releasing all of the City's right, title and interest in a certain portion of the Right-of-Way.

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. Abandonment

The Right-of-Way, as further described in the attached Exhibit "A" and Exhibit "B," said Right-of-Way being heretofore held by the City of Anna, Texas in the public's trust is hereby vacated and abandoned.

Section 3. Quitclaim Deed Authorization

The Mayor of the City is hereby authorized and empowered to execute, on behalf of the City, a quitclaim deed releasing to an abutting property owner(s) all of the City's right, title and

interest of a certain portion the Right-of-Way, said portion being further described in a Quitclaim Deed, the form of which is attached hereto as Exhibit "C."

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.

Section 5. 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 27th day of September 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT "A"
RIGHT-OF-WAY ABANDONMENT
CITY OF ANNA,
COLLIN COUNTY, TEXAS

Being a 4,922 square foot tract of land, situated in the Martin Moore Survey, Abstract No. 449, in the City of Anna, Collin County, Texas, and being a part of that right-of-way dedication for County Road No. 370, as shown in the plat of **ANNA HIGH SCHOOL #1 ADDITION**, an addition to the City of Anna, as recorded in Volume 2011, Page 176, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod found for an "ell" corner of said County Road No. 370 right-of-way, same being the northeasterly corner of a tract of land, described in deed to Jose Facundo and wife, Josefina I. Facundo, as recorded in Volume 4625, Page 759, of the Deed Records, Collin County, Texas (D.R.C.C.T.);

THENCE North 89°39'04" East, over and across said County Road No. 370 right-of-way, a distance of 37.47' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northeasterly corner of the herein described tract, same being in the most northerly west line of **WEST CROSSING PHASE 11**, an addition to the City of Anna, as recorded in Volume 2020, Page 467, O.P.R.C.C.T., same being in the westerly monumented line of Rollins Road;

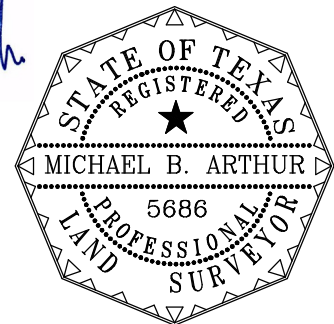
THENCE South 00°04'27" West, along the most northerly west line of said **WEST CROSSING PHASE 11**, same being partially along a replat of **WEST CROSSING PHASE 11**, an addition to the City of Anna, as recorded in Volume 2020, Page 750, O.P.R.C.C.T., a distance of 262.72' to a 1/2" iron rod with a plastic cap stamped "GOODWIN" found for the southerly corner of the right-of-way dedication for County Road No. 370, same being the southeasterly corner of said Facundo tract, said corner also being an "ell" corner of said **WEST CROSSING PHASE 11** (Vol. 2020, Pg. 467);

THENCE North 08°03'06" West, along the common line between said Facundo tract and County Road No. 370 right-of-way, a distance of 265.10' to the **POINT OF BEGINNING** and containing 4,922 square feet or 0.113 acres of land, more or less.

ABBREVIATIONS

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

Michael B. Arthur



This metes and bounds description is accompanied by a survey plat of even date.

Bearings are based on the Texas State Plane System, North Central Zone (4202), NAD83.

DATE: 09/06/2022

REVISED:

SCALE: 1" = 60'

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

JOB NO.: 2022-0069

ABANDONMENT OF A PORTION OF
COUNTY ROAD NO. 370
0.113 ACRES IN THE
MARTIN MOORE SURVEY
ABSTRACT NO. 649
CITY OF ANNA,
COLLIN COUNTY, TEXAS



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

EXHIBIT "B"

Lot 1, Block 1
**ANNA HIGH SCHOOL
 #1 ADDITION**
 Vol. 2011, Pg. 176,
 O.P.R.C.C.T.

Lot 27
 (Vol. 2020, Pg. 467)

Lot 28R, Block KK
**WEST CROSSING
 PHASE 11**
 Vol. 2020, Pg. 750,
 O.P.R.C.C.T.

15' Sanitary
 Sewer Easement
 (Vol. 2011, Pg. 176)

County Road No. 370
 (a variable width right-of-way)

Rollins Road
 (50' right-of-way)

N89°39'04"E

37.47'

1/2" I.R.F.
 (R.M.)

C.I.R.S.

**POINT OF
 BEGINNING**

Abandonment of a Portion of
 County Road No. 370
 4,922 Sq. Ft. / 0.113 Acres

Jose Facundo and
 wife, Josefina O. Facundo
 Vol. 4625, Pg. 759,
 D.R.C.C.T.

Right-of-Way Dedication
 Vol. 2011, Pg. 176,
 O.P.R.C.C.T.

Lot 29
**GWYN MORRISON SURVEY
 ABSTRACT NO. 559**

Lot 28

Lot 27

Block KK
**WEST CROSSING
 PHASE 11**
 Vol. 2020, Pg. 467,
 O.P.R.C.C.T.

Lot 26

5' Drainage Easement
 (Vol. 2020, Pg. 467)

Lot 25R, Block KK
**WEST CROSSING
 PHASE 11**
 Vol. 2020, Pg. 750,
 O.P.R.C.C.T.

1/2" C.I.R.F.
 "GOODWIN"
 (R.M.)

**MARTIN MOORE SURVEY
 ABSTRACT NO. 649**

N89°04'03"W 225.42'

5' Drainage Easement
 (Vol. 2020, Pg. 467)

Lot 18

Lot 19

Lot 20

Lot 21

Lot 22

Lot 30X - HOA

Lot 23R, Block KK
**WEST CROSSING
 PHASE 11**
 Vol. 2020, Pg. 750,
 O.P.R.C.C.T.

Lot 24

**HENRY BRANTLY SURVEY
 ABSTRACT NO. 71**

Block KK
**WEST CROSSING
 PHASE 11**
 Vol. 2020, Pg. 467,
 O.P.R.C.C.T.

Holcombe Drive
 (50' right-of-way)

This survey plat is accompanied by a metes
 and bounds description of even date.

Greywood Drive
 (50' right-of-way)

DATE: 09/06/2022

REVISED:

SCALE: 1" = 60'

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

JOB NO.: 2022-0069

**ABANDONMENT OF A PORTION OF
 COUNTY ROAD NO. 370
 0.113 ACRES IN THE
 MARTIN MOORE SURVEY
 ABSTRACT NO. 649
 CITY OF ANNA,
 COLLIN COUNTY, TEXAS**



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QUITCLAIM DEED

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Anna, Texas ("Grantor") located at 120 W Seventh Street, Anna, Texas 75409, Collin County, Texas, does hereby bargain, sell, convey and forever quitclaim unto: Jose Facundo ("Grantee"), property owner of a parcel of land situated in the Martin Moore Survey, Abstract No. 649 in the City of Anna, Collin County, Texas 75409 in a deed recorded in volume 2011, page 176 of the Collin County deed records, more particularly described by metes and bounds in Exhibit "1" and Exhibit "2" attached hereto and made a part hereof for all purposes and any and all of Grantee's legal representatives, successors or assigns, all of Grantor's right, title, and interest in save and except that such portions are hereby reserved by Grantor as public utility easements and Grantee consents and agrees to said reservation.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described land unto the said Grantee, its successors and assigns forever, so that neither Grantor nor Grantor's legal representatives, successors or assigns shall have, claim or demand any right or title to the aforesaid land, premises or appurtenances or any part thereof, save and except that such rights-of-way and easements are hereby reserved by the City of Anna as public utility easements.

EXECUTED this ____ day of _____, 2022 by the Mayor of the City of Anna in accordance with the authority granted him by the City Council of the City of Anna through passage of City of Anna Ordinance No. _____.

CITY OF ANNA, TEXAS

By: _____
Nate Pike, Mayor

Before me on this day personally appeared Nate Pike, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of Anna, Texas, he acted on and by the authority of the City Council and executed this deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public in and for the State of Texas

Agreed and accepted:

Jose Facundo, Grantee

Before me on this day personally appeared Jose Facundo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed this deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public in and for the State of Texas

EXHIBIT "1"
RIGHT-OF-WAY ABANDONMENT
CITY OF ANNA,
COLLIN COUNTY, TEXAS

Being a 4,922 square foot tract of land, situated in the Martin Moore Survey, Abstract No. 449, in the City of Anna, Collin County, Texas, and being a part of that right-of-way dedication for County Road No. 370, as shown in the plat of **ANNA HIGH SCHOOL #1 ADDITION**, an addition to the City of Anna, as recorded in Volume 2011, Page 176, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

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THENCE North 89°39'04" East, over and across said County Road No. 370 right-of-way, a distance of 37.47' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northeasterly corner of the herein described tract, same being in the most northerly west line of **WEST CROSSING PHASE 11**, an addition to the City of Anna, as recorded in Volume 2020, Page 467, O.P.R.C.C.T., same being in the westerly monumented line of Rollins Road;

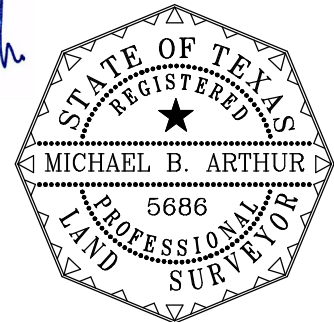
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ABBREVIATIONS

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(R.M.) = Reference Monument
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D.R.C.C.T. = Deed Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

Michael B. Arthur



This metes and bounds description is accompanied by a survey plat of even date.

Bearings are based on the Texas State Plane System, North Central Zone (4202), NAD83.

DATE: 09/06/2022

REVISED:

SCALE: 1" = 60'

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

JOB NO.: 2022-0069

**ABANDONMENT OF A PORTION OF
COUNTY ROAD NO. 370
0.113 ACRES IN THE
MARTIN MOORE SURVEY
ABSTRACT NO. 649
CITY OF ANNA,
COLLIN COUNTY, TEXAS**



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Firm Registration No. 10074200

EXHIBIT "2"

Lot 1, Block 1
ANNA HIGH SCHOOL
#1 ADDITION
 Vol. 2011, Pg. 176,
 O.P.R.C.C.T.

15' Sanitary
 Sewer Easement
 (Vol. 2011, Pg. 176)

Lot 27
 (Vol. 2020, Pg. 467)

Lot 28R, Block KK
WEST CROSSING
PHASE 11
 Vol. 2020, Pg. 750,
 O.P.R.C.C.T.

County Road No. 370
 (a variable width right-of-way)

Rollins Road
 (50' right-of-way)

N89°39'04"E

37.47'

1/2" I.R.F.
 (R.M.)

C.I.R.S.

**POINT OF
 BEGINNING**

Abandonment of a Portion of
 County Road No. 370
 4,922 Sq. Ft. / 0.113 Acres

Jose Facundo and
 wife, Josefina O. Facundo
 Vol. 4625, Pg. 759,
 D.R.C.C.T.

Right-of-Way Dedication
 Vol. 2011, Pg. 176,
 O.P.R.C.C.T.

Lot 29
GWYN MORRISON SURVEY
ABSTRACT NO. 559

Lot 28

Lot 27

Block KK
WEST CROSSING
PHASE 11
 Vol. 2020, Pg. 467,
 O.P.R.C.C.T.

Lot 26

5' Drainage Easement
 (Vol. 2020, Pg. 467)

Lot 25R, Block KK
WEST CROSSING
PHASE 11
 Vol. 2020, Pg. 750,
 O.P.R.C.C.T.

1/2" C.I.R.F.
 "GOODWIN"
 (R.M.)

MARTIN MOORE SURVEY
ABSTRACT NO. 649

N89°04'03"W 225.42'

5' Drainage Easement
 (Vol. 2020, Pg. 467)

Lot 30X - HOA

Lot 23R, Block KK
WEST CROSSING
PHASE 11
 Vol. 2020, Pg. 750,
 O.P.R.C.C.T.

Lot 24

Greywood Drive
 (50' right-of-way)

Holcombe Drive
 (50' right-of-way)

This survey plat is accompanied by a metes
 and bounds description of even date.

DATE: 09/06/2022

REVISED:

SCALE: 1" = 60'

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

JOB NO.: 2022-0069

**ABANDONMENT OF A PORTION OF
 COUNTY ROAD NO. 370
 0.113 ACRES IN THE
 MARTIN MOORE SURVEY
 ABSTRACT NO. 649
 CITY OF ANNA,
 COLLIN COUNTY, TEXAS**



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Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 98.0± acres located on the south side of E. White Street, 500± feet east of S. Interurban Street from AG Agricultural District, SF-E Single-Family Residential and Planned Development (Ord. No. 145-2004) to Planned Development. (Director of Development Services Ross Altobelli)

SUMMARY:

The applicant has requested the public hearing item be tabled until the Tuesday, October 25, 2022 City Council meeting. Attached is a memo from the applicant with the table request.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommend City Council hold open and table the public hearing item until the Tuesday, October 25, 2022 City Council meeting at 6:30 PM within the Council Chambers of the Municipal Complex located at 120 W 7th Street, Anna, TX.

ATTACHMENTS:

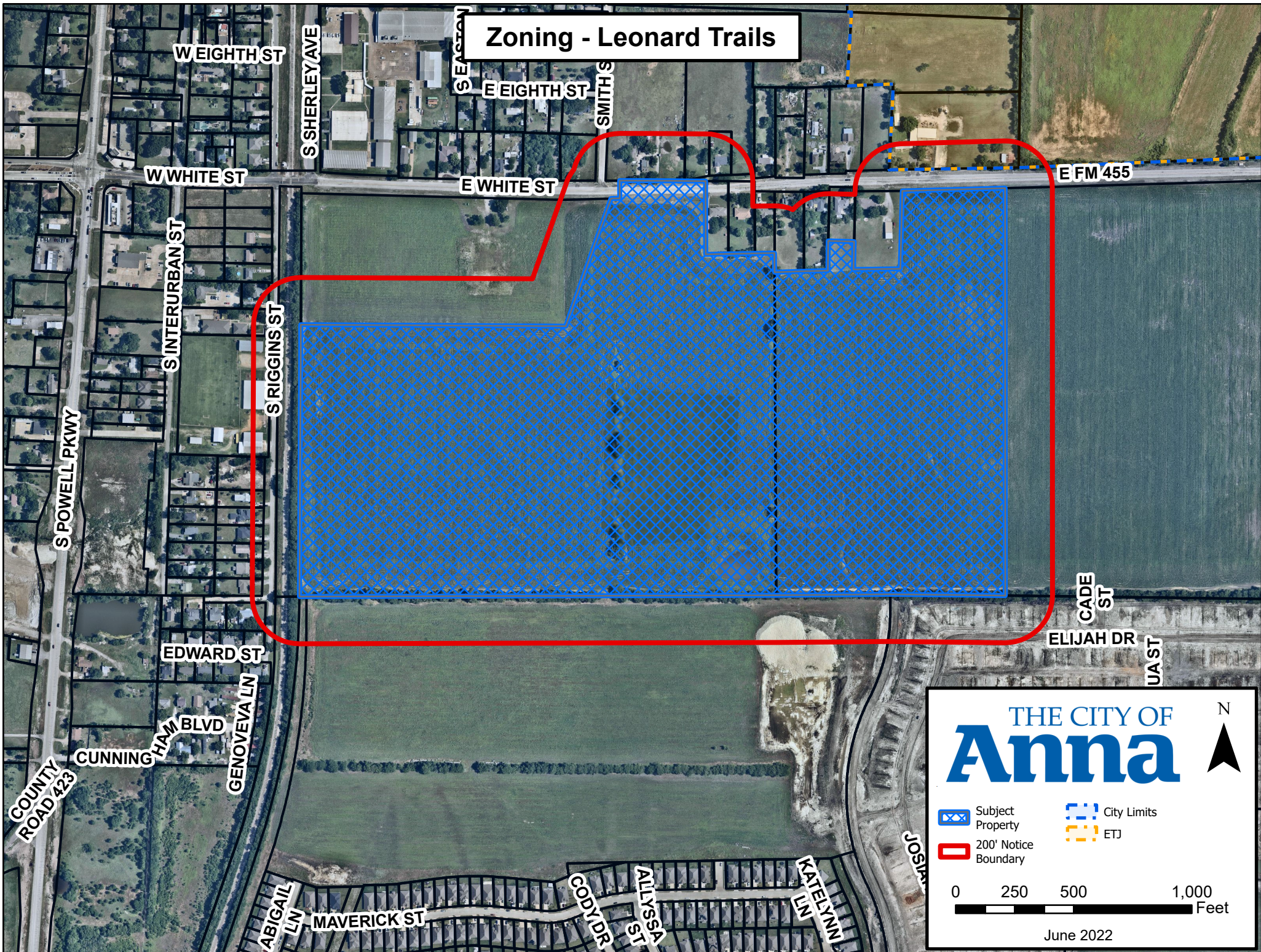
1. Leonard Trails Locator Map
2. Tabling Request - Leonard Trails zoning

APPROVALS:

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

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022

Zoning - Leonard Trails



RECEIVED
September 20, 2022
PLANNING & DEVELOPMENT
CITY OF ANNA

Ross Altobelli

From: John Vick <John.Vick@Qualico.com>
Sent: Tuesday, September 20, 2022 11:37 AM
To: Ross Altobelli
Subject: Leonard Trails

Ross:

Please allow this email to serve as our written request that City Council tables our zoning request for Leonard Trails until October 25th. We need this additional time to revise the street grid on our concept plan so that the project is viable.

John

John Vick
Vice President



2 Greenside at Craig Ranch
6950 TPC Drive, Suite 350
McKinney, Texas 75070

Direct: (469) 659-6150
Cell: (817) 876-8447
Email: john.vick@qualico.com



Item No. 7.b.

City Council Agenda
Planning Staff Report

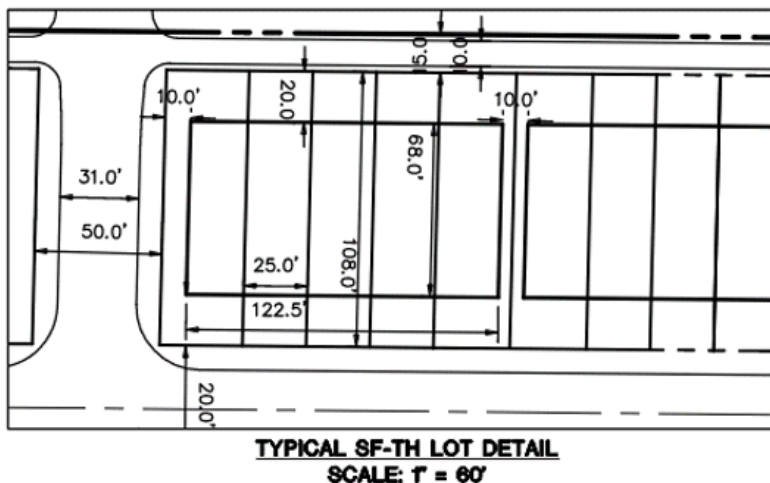
Meeting Date: 9/27/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend zoning on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road. The property is currently zoned Planned Development (961-2022). (Director of Development Services Ross Altobelli)

SUMMARY:

The subject property was rezoned in February 2022 as a Planned Development to allow for a single-family dwelling, detached and attached subdivision and to preserve the northern portion, along W. White Street, for commercial development. A Concept Plan was approved along with the rezoning request. Included on the Concept Plan was a typical lot details for the SF-TH product type.



The SF-TH detail identified a 10-foot side yard, corner lot, street side setback whereas zoning requires 15 feet.

As part of the Final Plat review for Phase 1, staff noticed the discrepancy. A stipulation was not approved as part of the original zoning allowing a 10-foot side yard, corner lot street side setback for the SF-TH project as shown on the approved Concept Plan.

REMARKS:

The applicant is requesting to amend the existing SF-TH Townhome District

development standards to include:

- a. SF-TH Side yard, corner lot, street side (feet): 10

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

CONCLUSION:

Request to amend Ordinance No. 961-2022 in order to amend Development Standards associated with the SF-TH Townhome District on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road. Zoned: Planned Development-SF-Z Single-Family Residence District – Zero Lot Line Homes, C-1 Restricted Commercial, and Planned Development-SF-TH Townhome District (SF-Z, C-1, and PD-SF-TH).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

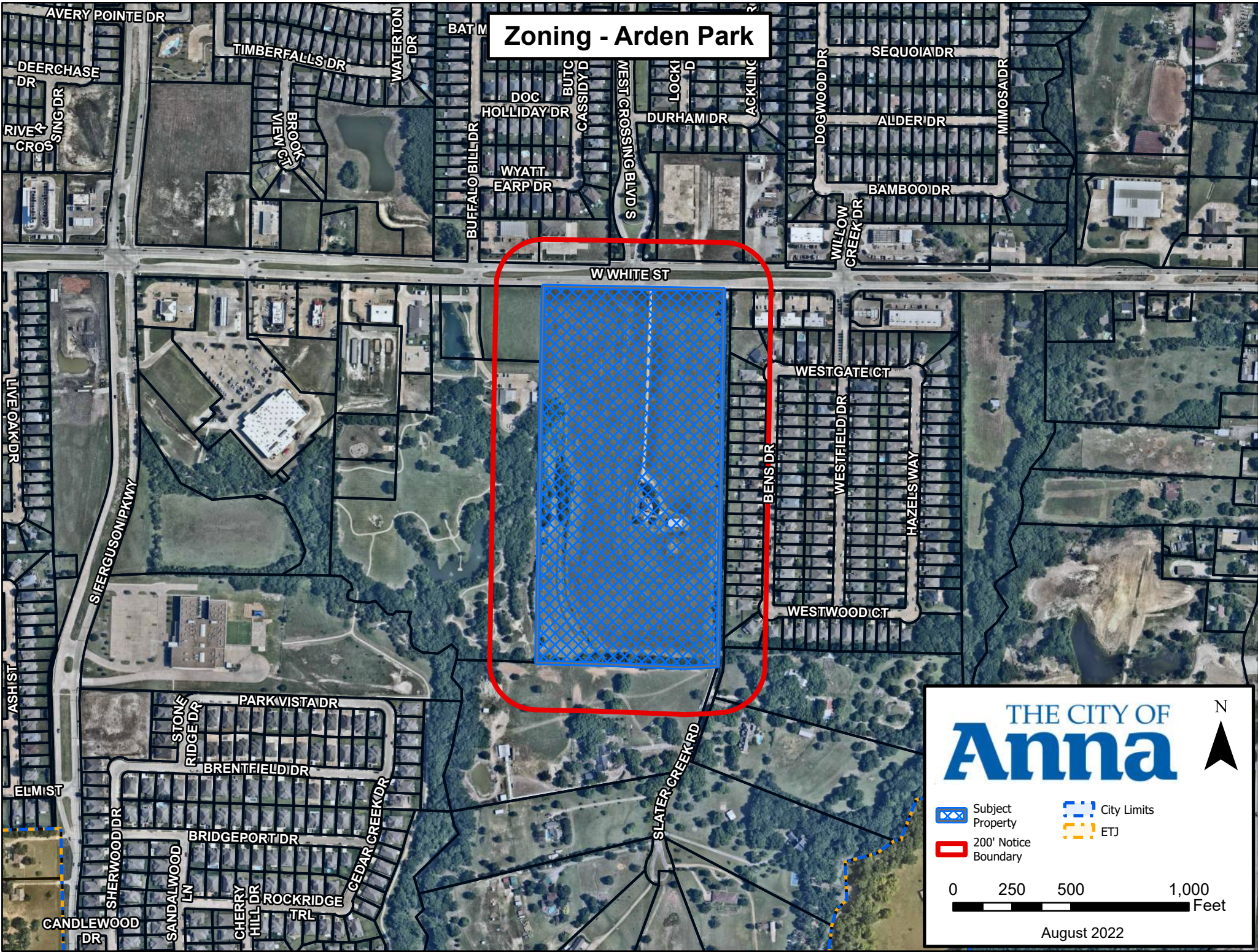
The Planning & Zoning Commission recommended approval as follows:

Standards and Area Regulations: Development must comply with development standards listed under Ordinance No. 961-2022 except as otherwise specified herein.

- A. SF-TH Side Yard Setback, Corner Lot, Street Side: 10 feet.

ATTACHMENTS:

1. Arden Park Zoning Locator Map
2. Ordinance - (PD Amendment) Arden Park
3. Ordinance Exhibit 1 (Ord. Legal Description)
4. Ordinance Exhibit 2 - Arden Park Concept Plan
5. Exhibit A - PD Amendment Request Letter



Zoning - Arden Park

THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

200' Notice Boundary

0 250 500 1,000 Feet

August 2022

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the southwest corner of W. White Street and Slater Creek 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 Arden Park Owner TX LLC, a Delaware limited liability company on Property described in Exhibit 1 and Exhibit 2 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest corner of W. White Street and Slater Creek Road was zoned by Ordinance No. 961-2022; and

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

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

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

1. Purpose.

The purpose of the Planned Development District is to facilitate the development of high-quality Single-Family Attached and Detached products located within the SF-TH Townhome District and SF-Z Single Family Residence District – Zero Lot Home district areas and to establish phasing requirements associated with non-residential development within the C-1 zoning district.

2. Definitions.

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

3. Development Standards.

A. Development must comply with the development standards as adopted by Ordinance No. 961-2022 with the addition of the following;

iv. SF-TH Side Yard Setback, Corner Lot, Street Side (feet): 10

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

C. The Conceptual Development Plan will expire after two (2) years of approval.

Section 3. Zoning Change

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and Exhibit B to Planned Development – SF-TH Townhome District (PD-SF-TH), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), and C-1 Restricted Commercial (C-1) zoning.

Section 4. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 5. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words,

sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 6. 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 7. 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 27th day of September, 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit 1

Legal Description

27.967 Acres

BEING all that certain lot, tract, or parcel of land, situated in the Joseph Schluter Survey, Abstract Number 856, City of Anna, Collin County, Texas, and being all that certain tract of land, described by deed to Colby Harlow, Trustee of the Sheryl Harlow Family Trust, recorded in Document Number 20110721000760500, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found, stamped "RPLS 5633", at the northwest corner of said Harlow tract, same being the southwest corner of a certain tract of land, described by deed as Parcel 25 to the State of Texas, recorded in Document Number 20120608000684090, Deed Records, Collin County, Texas, being the northeast corner of that certain tract of land, described by deed to Aziz Hassan, recorded in Document Number 20190322000298780, Deed Records, Collin County, Texas, and being in the south line of West White Street (FM 455, called 90-foot right-of-way);

THENCE S 89°27'29" E, with the north line of said Harlow tract, and the south line of West White Street, a distance of 765.88 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northeast corner of said Harlow tract, same being the southeast corner of said Parcel 25, and being in the west line of Slater Creek Road (Private Road), called 1.496 Acres to the Slater Creek Association, recorded in Volume 1158, Page 316, Deed Records, Collin County, Texas, and being in the south line of West White Street;

THENCE S 01°25'53" W, with the east line of said Harlow tract, and the west line of said Slater Creek Road, a distance of 1593.99 feet to a 1/2" rebar found, at the southeast corner of said Harlow tract, same being the southwest corner of said Slater Creek Road, and being in the north line of a certain tract of land, described by deed to William and Andrea Henry, recorded in Document Number 20100528000541220, Deed Records, Collin County, Texas, from which a 5/8" rebar found, bears S 87°17'25" E, 39.26 feet;

THENCE with the south line of said Harlow tract, and the north line of said Henry tract, the following 6 (six) calls:

N 87°18'25" W, a distance of 55.67 to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°46'59" W, a distance of 78.50 feet to a 1/2" capped rebar found;

S 88°13'01" E, a distance of 145.10 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°53'01" E, a distance of 227.80 feet to a 1/2" capped rebar set, stamped "MCADAMS";

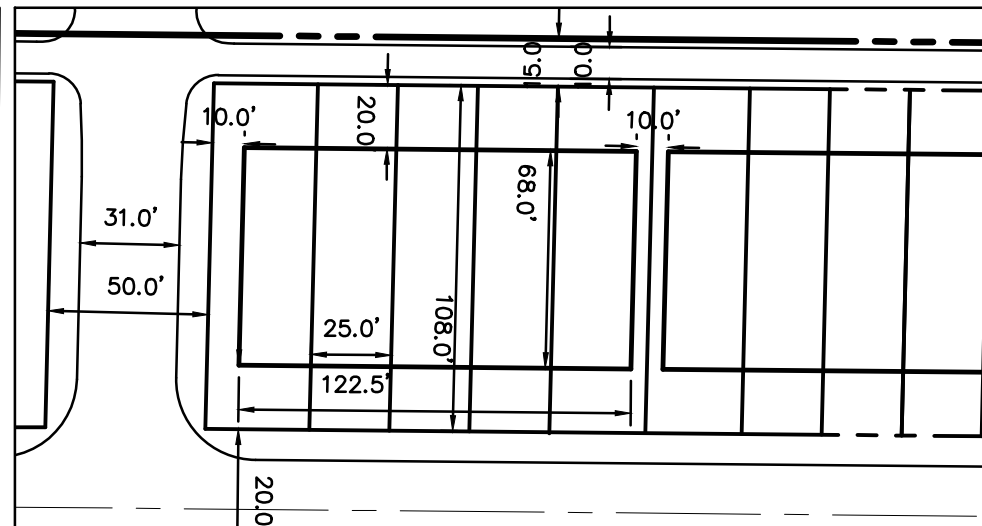
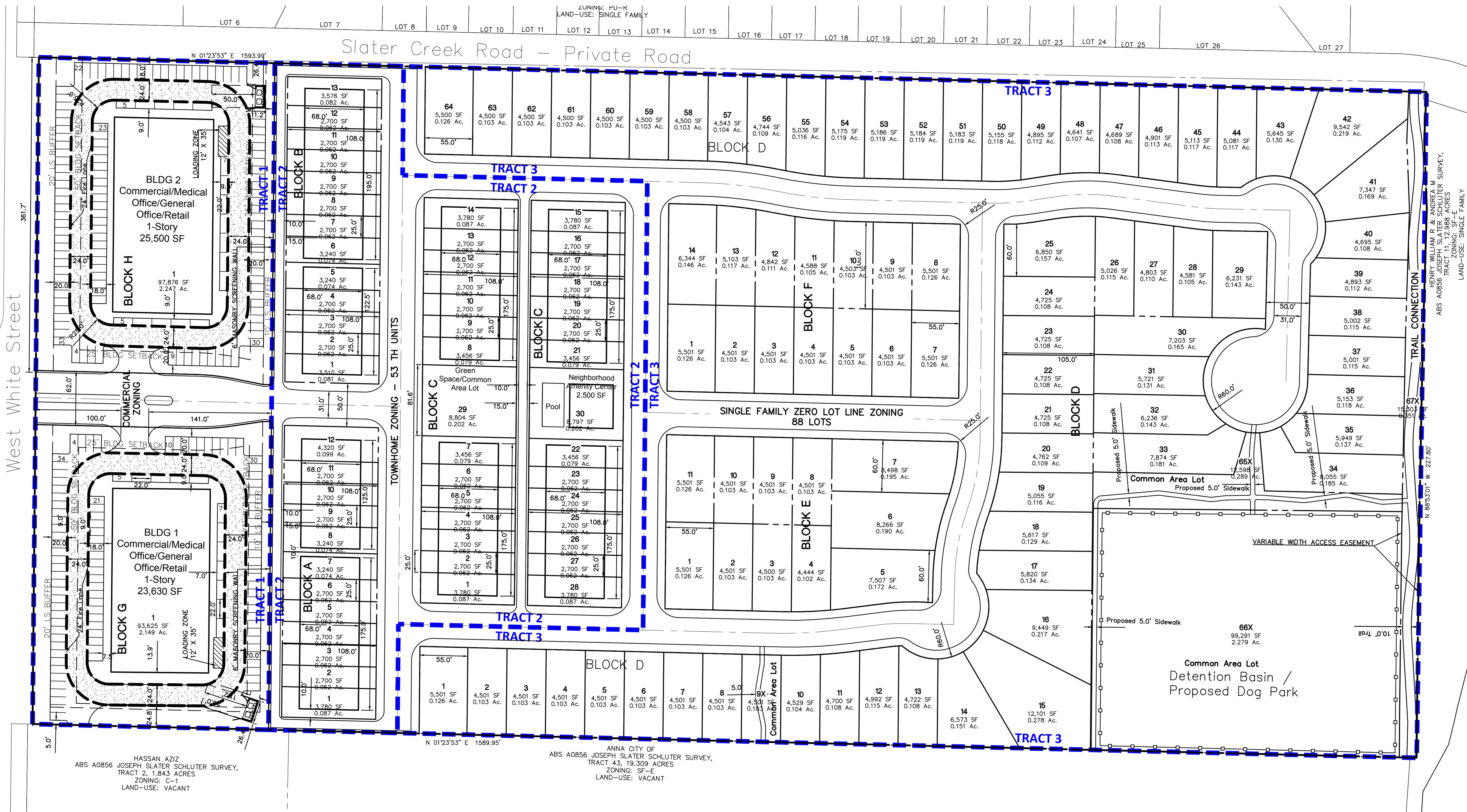
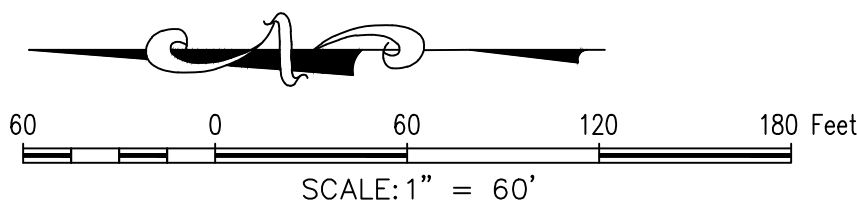
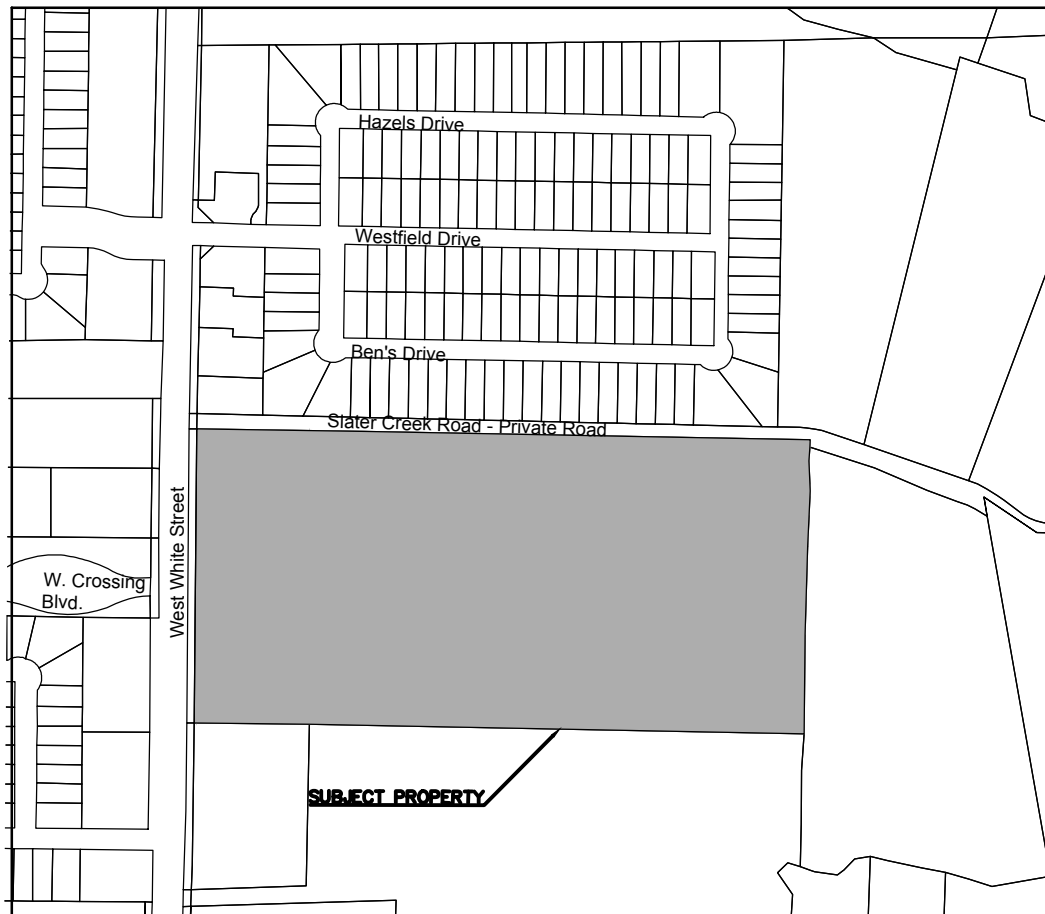
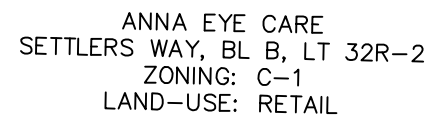
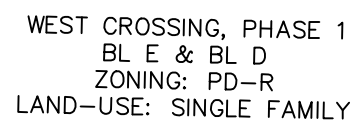
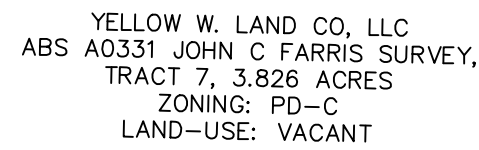
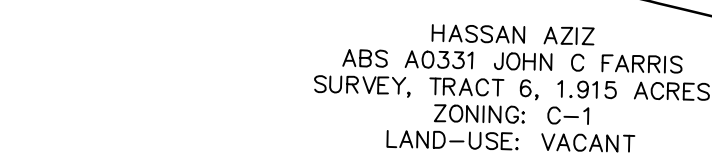
S 89°21'01" E, a distance of 209.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°35'01" W, a distance of 48.70 feet to a 1/2" rebar found at the southwest corner of said Harlow tract, same being the southeast corner of a certain tract of land, described by deed to the City of Anna, recorded in Document Number 20060714000982730, Deed Records, Collin County, Texas, and being in the north line of said Henry tract;

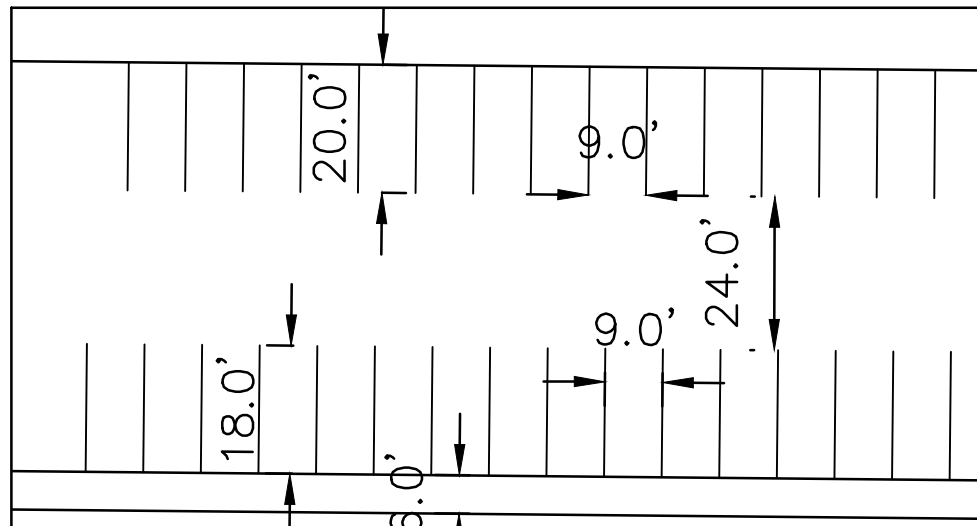
THENCE N 01°23'53" E, with the west line of said Harlow tract, and the east line of said City of Anna tract, passing at a distance of 1283.62 feet a 1/2" capped rebar found, stamped "BRENNAN 5360" at the northeast corner thereof, same being the southeast corner of said Hassan tract, continuing a total distance of 1589.95 feet to the **POINT OF BEGINNING** and containing approximately 27.967 acres of land.



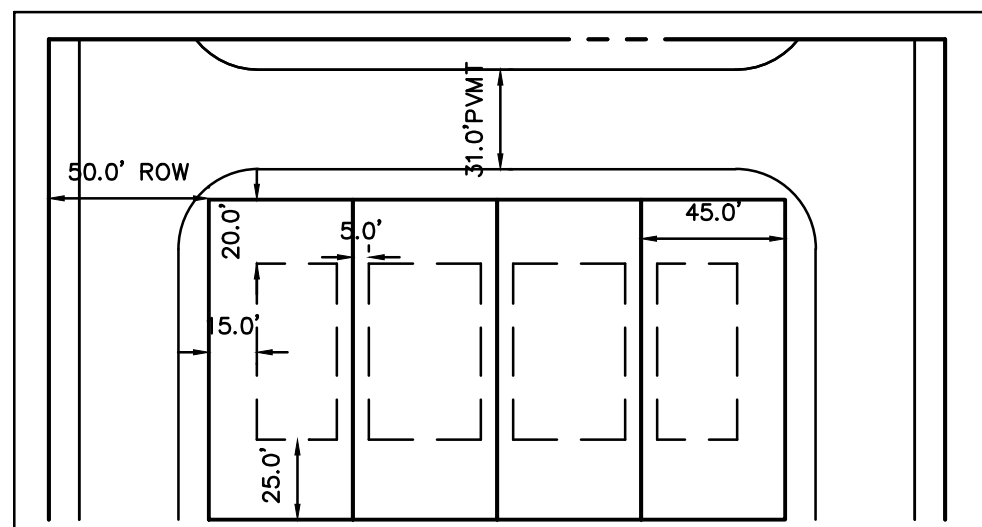
EXHIBIT 2



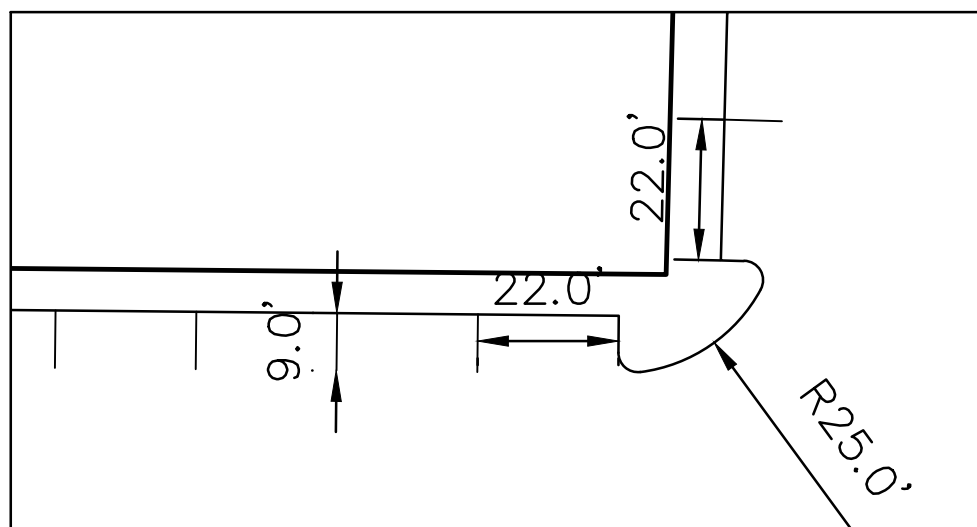
TYPICAL SF-TH LOT DETAIL
SCALE: 1" = 60'



TYPICAL HEAD IN PARKING STALL
SCALE: 1" = 30'



TYPICAL SF-Z LOT DETAIL
SCALE: 1" = 60'



TYPICAL PARALLEL PARKING STALL
SCALE: 1" = 30'

Site Data Summary Table			
General Site Data	Tract 1	Tract 2	Tract 3
	Commercial	Townhome	Single Family
Zoning	C-1	SF-TH	SF-Z
Land-Use	Commercial/ Medical/ General Office/ Retail	Townhome	Single Family
Minimum Lot Area	20,000 sf	N/A	4,500 sf
Building Size	49,130 sf	2,700 sf	1,200 sf
Maximum Height	25.0 ft / 1 story	35 ft	35 ft
Max. Lot Coverage	16%	21%	63%
Total Land Area	4.57 ac	5.93 ac	17.47 ac
Minimum Lot Width	60'	25'	45'
Minimum Lot Depth	100'	108'	100'
Number of Lots	2	53	88
Parking			
Parking Ratio (Medical Office)	5 per 1,000 GSF	N/A	N/A
Required (49,130 sf)	244		
Provided	249		

OWNER
Harlow Capitol Management, LLC
Colby Harlow - Trustee
P.O. Box 190136
Dallas, Texas 75219
Ph. 214.764.0800
Contact: colbyharlow@gmail.com

DEVELOPER
Bridge Tower GP
 12801 N. Central Expressway, Suite 1670
 Dallas, Texas 75243
 Ph. 214.440.5806
 Contact: Adam Green
agreen@bridgetowerhome.com Co

APPLICANT
McAdams
111 Hillside Drive
Irving, Texas 75077
Ashton Miller
Ph. 214.250.8066
amiller@mcadamsco.com

Notes:

1. All dumpster's will be screened with a 7' masonry screening wall and gates with metal gates.
2. Parking shall be provided in accordance with Section 9.04.037. Parking ratio is shown at most intense proposed use per City of Anna Zoning Ordinance.
3. Detention basin sized to accommodate both commercial and residential portions of the development.

APPROVED
FEBRUARY 22, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 7, 2022
P&Z COMMISSION
CITY OF ANNA

CONCEPT PLAN

Bridge Tower GP
Residential & Commercial
88 SF-Z Lots
53 SF-TH Lots &
2 Commercial Lots
4 Common Area Lots
27.96 Acres

in the
THOMAS RATTON SURVEY,
ABSTRACT NO. 782
TRACT 10
CITY OF ANNA
COLLIN COUNTY, TEXAS

Revisions: 01 / 21 / 2022



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

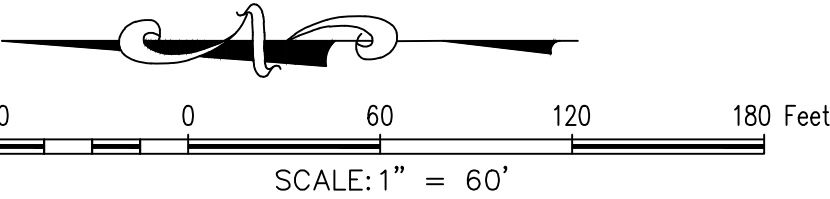
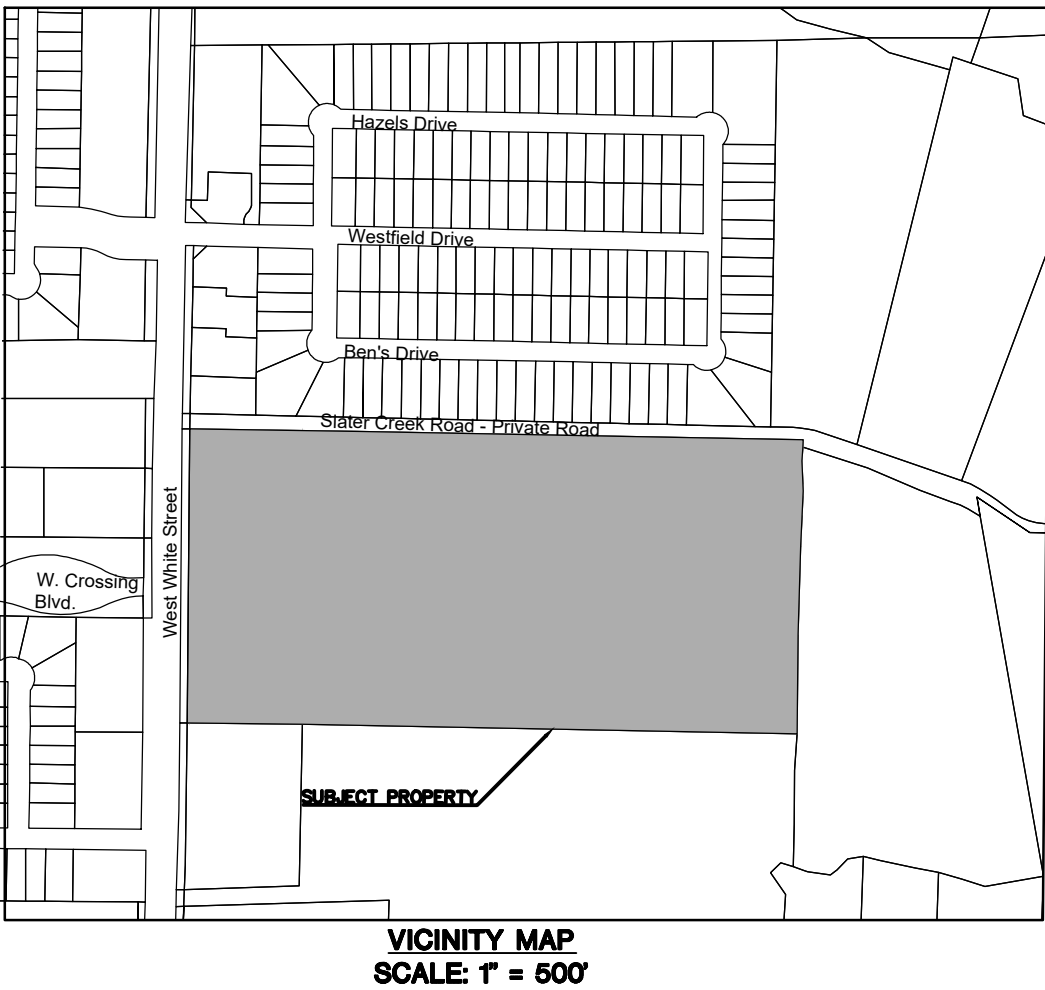
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: AM DATE: 11-10-2021 SCALE: 1" = 60' JOB. No.

EXHIBIT 2

LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS				LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES	LOT	BLOCK	SQUARE FEET	ACRES
1	Block A	3,780	0.087	9	Block B	2,700	0.062	1	Block D	5,501	0.126	1	Block D	5,501	0.126	21	Block D	4,725	0.108	41	Block D	7,347	0.169	61	Block D	4,500	0.103	3	Block F	4,501	0.103
2	Block A	2,700	0.062	10	Block B	2,700	0.062	2	Block D	4,501	0.103	2	Block D	4,501	0.103	22	Block D	4,725	0.108	42	Block D	9,542	0.219	62	Block D	4,500	0.103	4	Block F	4,501	0.103
3	Block A	2,700	0.062	11	Block B	2,700	0.062	3	Block D	4,501	0.103	3	Block D	4,501	0.103	23	Block D	4,725	0.108	43	Block D	5,645	0.130	63	Block D	4,500	0.103	5	Block F	4,501	0.103
4	Block A	2,700	0.062	12	Block B	2,700	0.062	4	Block D	4,501	0.103	4	Block D	4,501	0.103	24	Block D	4,725	0.108	44	Block D	5,081	0.117	64	Block D	5,500	0.126	6	Block F	4,501	0.103
5	Block A	2,700	0.062	13	Block B	3,576	0.082	5	Block D	4,501	0.103	5	Block D	4,501	0.103	25	Block D	6,850	0.157	45	Block D	5,113	0.117	65X	Block D	12,598	0.289	7	Block F	5,501	0.126
6	Block A	2,700	0.062	1	Block C	3,780	0.087	16	Block C	2,700	0.062	6	Block D	4,501	0.103	26	Block D	5,026	0.115	46	Block D	4,901	0.113	66X	Block D	99,291	2.279	8	Block F	5,501	0.126
7	Block A	3,240	0.074	2	Block C	2,700	0.062	17	Block C	2,700	0.062	7	Block D	4,501	0.103	27	Block D	4,803	0.110	47	Block D	4,689	0.108	67X	Block D	15,303	0.351	9	Block F	4,501	0.103
8	Block A	3,240	0.074	3	Block C	2,700	0.062	18	Block C	2,700	0.062	8	Block D	4,501	0.103	28	Block D	4,581	0.105	48	Block D	4,641	0.107	1	Block E	5,501	0.126	10	Block F	4,503	0.103
9	Block A	2,700	0.062	4	Block C	2,700	0.062	19	Block C	2,700	0.062	9X	Block D	4,501	0.103	29	Block D	6,231	0.143	49	Block D	4,895	0.112	2	Block E	4,501	0.103	11	Block F	4,588	0.105
10	Block A	2,700	0.062	5	Block C	2,700	0.062	20	Block C	2,700	0.062	10	Block D	4,529	0.104	30	Block D	7,203	0.165	50	Block D	5,155	0.118	3	Block E	4,500	0.103	12	Block F	4,842	0.111
11	Block A	2,700	0.062	6	Block C	2,700	0.062	21	Block C	3,456	0.079	11	Block D	4,700	0.108	31	Block D	5,721	0.131	51	Block D	5,183	0.119	4	Block E	4,444	0.102	13	Block F	5,103	0.117
12	Block A	4,320	0.099	7	Block C	3,456	0.079	22	Block C	3,456	0.079	12	Block D	4,992	0.115	32	Block D	6,236	0.143	52	Block D	5,184	0.119	5	Block E	7,507	0.172	14	Block F	6,344	0.146
1	Block B	3,510	0.081	8	Block C	3,456	0.079	23	Block C	2,700	0.062	13	Block D	4,722	0.108	33	Block D	7,874	0.181	53	Block D	5,186	0.119	6	Block E	8,266	0.190				
2	Block B	2,700	0.062	9	Block C	2,700	0.062	24	Block C	2,700	0.062	14	Block D	6,573	0.151	34	Block D	8,055	0.185	54	Block D	5,175	0.119	7	Block E	8,498	0.195				
3	Block B	2,700	0.062	10	Block C	2,700	0.062	25	Block C	2,700	0.062	15	Block D	12,101	0.278	35	Block D	5,949	0.137	55	Block D	5,036	0.116	8	Block E	4,501	0.103				
4	Block B	2,700	0.062	11	Block C	2,700	0.062	26	Block C	2,700	0.062	16	Block D	9,449	0.217	36	Block D	5,153	0.118	56	Block D	4,744	0.109	9	Block E	4,501	0.103				
5	Block B	3,240	0.074	12	Block C	2,700	0.062	27	Block C	2,700	0.062	17	Block D	5,820	0.134	37	Block D	5,001	0.115	57	Block D	4,543	0.104	10	Block E	4,501	0.103				
6	Block B	3,240	0.074	13	Block C	2,700	0.062	28	Block C	3,780	0.087	18	Block D	5,617	0.129	38	Block D	5,002	0.115	58	Block D	4,500	0.103	11	Block E	5,501	0.126				
7	Block B	2,700	0.062	14	Block C	3,780	0.087	29	Block C	8,804	0.202	19	Block D	5,055	0.116	39	Block D	4,893	0.112	59	Block D	4,500	0.103	1	Block F	5,501	0.126				
8	Block B	2,700	0.062	15	Block C	3,780	0.087	30	Block C	8,797	0.202	20	Block D	4,762	0.109	40	Block D	4,695	0.108	60	Block D	4,500	0.103	2	Block F	4,501	0.103				



APPROVED
FEBRUARY 22, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 7, 2022
P&Z COMMISSION
CITY OF ANNA

OWNER
Harlow Capitol Management, LLC
Colby Harlow - Trustee
P.O. Box 190136
Dallas, Texas 75219
Ph. 214.754.0800
Contact: colbyharlowegmail.com

DEVELOPER
Bridge Tower GP
12801 N. Central Expressway, Suite 1675
Dallas, Texas 75243
Ph. 214.440.5808
Contact: Adam Green
agreenebridge towerhome.com

APPLICANT
McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
Ashton Miller
Ph. 214.250.8068
Contact: amilleremcadamscoco.com

Revisions: 01 / 21 / 2022



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940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: AM DATE: 11-10-2021 SCALE: 1" = 60' JOB. No.

CONCEPT PLAN

Bridge Tower GP
Residential & Commercial
88 SF-Z Lots
53 SF-TH Lots &
2 Commercial Lots
4 Common Area Lots
27.96 Acres
in the
THOMAS RATTON SURVEY,
ABSTRACT NO. 782
TRACT 10
CITY OF ANNA
COLLIN COUNTY, TEXAS



August 12, 2022

Ross Altobelli
Director of Development Services
City of Anna, Texas 75409

Mr. Altobelli:

This letter is to address our request for a PD Amendment requesting an exception to the City's requirement that lots adjacent to a City street or alley shall have a 15' and 10', respectively, side yard setback. The basis for which we are asking for this change is due to the following reasons:

- The approved concept plan and preliminary plat depicted a 10' side yard setback for all lots adjacent to a City street or alley.

Because of this reason, we believe that the proposed development should be granted the PD Amendment. We appreciate your help in reviewing our request and preparing it for review by the Planning and Zoning Commission. Please do not hesitate to contact me if you have any questions.

Sincerely,



Josh Barton, P.E.
Senior Project Manager
MCADAMS



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Dalan Walker

AGENDA ITEM:

Discuss/Consider/Approve the final concept plan for a Wheeled Sports Park at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker, RLA)

SUMMARY:

A three dimensional concept for a Wheeled Sports Park at Slayter Creek Park will be presented by New Line Skateparks. Public input was received from neighbors that attended a Parks Advisory Board meeting in May as well as from online surveys.

Several concepts were developed and reviewed by neighbors in August, and small revisions were recommended. A concept plan was presented to the Parks Advisory Board in August, and a recommendation was made to move forward with design. The estimated construction budget for the project is \$1.8 million. The lighting and landscaping will be funded separately. Once the final concept is approved, New Line Skateparks will develop construction documents. Construction is scheduled to begin in February 2023.

FINANCIAL IMPACT:

The construction budget for the project is \$1.5 million. Lighting, landscaping and irrigation will be designed under the current professional services agreement, but construction of these amenities may be supplemented with additional funding.

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 final concept for the Wheeled Sports Park.

ATTACHMENTS:

APPROVALS:

Dalan Walker, Parks
Jim Proce, City Manager

Created/Initiated - 9/22/2022
Final Approval - 9/22/2022



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Taylor Lough

AGENDA ITEM:

Consider/Discuss/Adopt a Resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna Economic Development Corporation (Assistant Director of Economic Development Taylor Lough).

SUMMARY:

The City Council Strategic Plan lists activation of Downtown Anna as a top priority and the Economic Development Strategic Plan calls for transforming Downtown Anna into a vibrant district. On June 3, 2021, the Anna Economic Development Corporation (EDC) Board recommended that the City Council convey 101 S. Powell Parkway to the EDC as the EDC has the ability to lease to a private entity. The Economic Development team is working with a brewery concept and preparing to renovate the former bank building and property to improve pedestrian access, parking, and allow for an outdoor gathering space.

FINANCIAL IMPACT:

The EDC and City will receive an estimated \$100,000 annually from rent and tax revenue.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution and exhibits within.

ATTACHMENTS:

1. Res City Sale to EDC C08010D20220826CR1 with exhibits

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 9/21/2022
Final Approval - 9/21/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, APPROVING A USE AGREEMENT WITH ANNA ECONOMIC DEVELOPMENT CORPORATION AND APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF REAL PROPERTY TO ANNA ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the City of Anna, Texas (the “City”) is a duly formed home-rule municipality with an elected governing body (the “City Council”); and

WHEREAS, the City of Anna, Texas (the “City”) has a population of less than 20,000; and

WHEREAS, the Anna Economic Development Corporation (“AEDC”) is a duly formed nonprofit Type A corporation governed by Chapter 504 of the Texas Local Government Code; and

WHEREAS, under Texas Local Government Code § 253.012, the City is authorized to transfer to an economic development corporation, for certain consideration, real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) or other law; and

WHEREAS, consideration for a transfer authorized under Texas Local Government Code § 253.012 is in the form of an agreement between the parties that requires the economic development corporation to use the property in a manner that primarily promotes a public purpose of the municipality; and

WHEREAS, under Texas Local Government Code § 501.004, the Legislature has found that the present and prospective right to gainful employment and the general welfare of the people of this state require as a public purpose the promotion and development of new and expanded business enterprises; and

WHEREAS, if the economic development corporation at any time fails to use the property in for a public purpose, ownership of the property automatically reverts to the municipality; and

WHEREAS, the City and AEDC desire that the City transfer its ownership in the real property located at 101 South Powell Parkway Anna, Texas 75409 (the “Property”) to

AEDC in accordance with Texas Local Government Code § 253.012 and as further 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. Authorization to execute agreement and sell real property.

The City Council hereby approves, subject to approval by the City Attorney as to legal form, the Use Agreement Between the City of Anna, Texas and Anna Economic Development Corporation (the "Use Agreement") attached hereto as **Exhibit A** and authorizes the Mayor to execute a special warranty deed substantially in the form attached hereto as **Exhibit B** and all other required instruments and related documents necessary to accomplish sale of the Property to AEDC.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A

USE AGREEMENT BETWEEN THE CITY OF ANNA, TEXAS AND ANNA ECONOMIC DEVELOPMENT CORPORATION

This Use Agreement (this "Agreement") Between the City of Anna, Texas, a Texas home-rule municipality (the "City") and Anna Economic Development Corporation, a nonprofit Type A development Corporation ("AEDC") is effective as of the date of the execution by both parties.

WHEREAS, the City of Anna, Texas (the "City") is a duly formed home-rule municipality with an elected governing body (the "City Council"); and

WHEREAS, the City of Anna, Texas (the "City") has a population of less than 20,000; and

WHEREAS, the Anna Economic Development Corporation ("AEDC") is a duly formed nonprofit Type A corporation governed by Chapter 504 of the Texas Local Government Code; and

WHEREAS, under Texas Local Government Code § 253.012, the City is authorized to transfer to an economic development corporation, for certain consideration, real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) or other law; and

WHEREAS, consideration for a transfer authorized under Texas Local Government Code § 253.012 is in the form of an agreement between the parties that requires the economic development corporation to use the property in a manner that primarily promotes a public purpose of the municipality; and

WHEREAS, under Texas Local Government Code § 501.004, the Legislature has found that the present and prospective right to gainful employment and the general welfare of the people of this state require as a public purpose the promotion and development of new and expanded business enterprises; and

WHEREAS, if the economic development corporation at any time fails to use the property in for a public purpose, ownership of the property automatically reverts to the municipality; and

WHEREAS, the City and AEDC desire that the City transfer its ownership in the real property located at 101 South Powell Parkway Anna, Texas 75409 (the "Property") to

AEDC in accordance with Texas Local Government Code § 253.012 and as further set forth in this Agreement;

NOW THEREFORE, FOR THE MUTUAL CONSIDERATION SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Recitals Incorporated.

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

Section 2. Sale of Property; Public Purpose; Reversion.

The City agrees to sell the Property to AEDC under a special warranty deed subject to the title of the Property automatically reverting to the City's ownership should AEDC fail to use the Property for a public purpose as the City may determine in its sole discretion. Promptly after any such reversion the City shall adopt a resolution memorializing the reversion and recording the resolution and any other instruments as may be deemed necessary by the City to have the land recordings of Collin County reflect the City's fee simple ownership of the Property and all rights incident thereto including without limitation all improvements and fixtures.

Section 3. Warranties. The accuracy of the warranties set forth in this Section 3 and other provisions of this Agreement are conditions for the sale of the Property to AEDC. AEDC 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. AEDC warrants and represents to the City the following:

3.01. Authority. AEDC has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

3.02. Employment of Undocumented Workers. During the term of this Agreement, AEDC agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), AEDC shall repay the amount of any Reimbursement Payment or other funds received by AEDC from City from the date of this Agreement to the date of such violation within 120 days after the date AEDC is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. AEDC is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of AEDC or by a person with whom AEDC contracts.

3.03. Litigation. No litigation or governmental proceeding is pending or, to the knowledge of AEDC, is threatened against or affecting AEDC, or the Property, that may result in any material adverse change in AEDC's business, properties or operation.

3.04. Breach of Contract. AEDC shall not be in breach of any other contract by entering into and performing this Agreement. AEDC shall amend or enter into any other contract that may be necessary for AEDC to fully and timely perform its obligations under this Agreement.

3.05. No Boycotting Israel. AEDC verifies that the AEDC (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the AEDC) 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.

3.06. Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. As of the Effective Date, the AEDC 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 AEDC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the AEDC 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.

3.07. 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 AEDC 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 AEDC 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 AEDC 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 AEDC 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 4. Miscellaneous.

4.01. Compliance with Laws. AEDC shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

4.02. Non-Discrimination. AEDC covenants and agrees that AEDC 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.

4.03. Time Periods. Time is of the essence in the performance of this Agreement.

4.04. 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.

4.05. Assignment. Except as provided below, AEDC 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 AEDC may assign all or part of its rights and obligations under this Agreement to any entity affiliated with AEDC by reason of controlling, being controlled by, or being under common control with AEDC 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. AEDC agrees to provide the City with written notice of any such assignment. The foregoing notwithstanding, any assignment of AEDC's rights under this Agreement shall not release AEDC from its obligations hereunder.

4.06. INDEMNITY. AEDC 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 AEDC, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO AEDC'S PERFORMANCE OF THIS AGREEMENT OR TO THE PROPERTY, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC OR PRIVATE PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND AEDC, 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. AEDC'S OBLIGATIONS UNDER THIS SECTION 4.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

4.07. Events of Default by AEDC. In addition to other events of default by AEDC set forth in this Agreement, each of the following events constitute a default of this Agreement by AEDC:

(a) The City reasonably and in good faith determines that any representation or warranty on behalf of AEDC 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 Property 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) AEDC makes an assignment for the benefit of creditors.

(d) AEDC files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.

(e) If taxes owed to the City by AEDC become delinquent, and AEDC fails to timely and properly follow the legal procedures for protest or contest.

(f) AEDC 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.

(g) AEDC sells or attempts to sell the Property or any interest in the Property to any third party. It shall not be a default under this Agreement if AEDC leases or licenses the use of the Property or any part thereof to a third party provided that the lease or license constitutes a public purpose. A "public purpose" under this Section 4.07(g) includes but is not limited to a use that promotes new or expanded business enterprises.

4.08. Notice of Default. Should the City determine that AEDC is in default according to the terms of this Agreement, the City shall notify AEDC in writing of the event of default, and provide 30 business days from the date of the notice ("Cure Period") for AEDC 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, AEDC 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. **Notwithstanding the foregoing or any other provision of this Agreement, any default related to or associated with AEDC failing to use the Property for a Public Purpose as determined by the City in its sole discretion shall result in title to the Property immediately and automatically reverting to the City, and the City shall thereafter be the sole owner of the Property in fee simple title.**

4.09. Results of Uncured Default by AEDC. 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 AEDC, as determined by the City, the AEDC 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 AEDC of all sums due, the City and AEDC shall have no further obligations to one another under this Agreement. Neither the City nor AEDC may be held liable for any special or consequential damages.

4.10. 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 AEDC's default may not be considered an estoppel against the City. It is expressly understood that if at any time AEDC 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.

4.11. Limitation of Remedies. AEDC specifically agrees that the City shall not be liable to AEDC 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.

4.12. 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.

AEDC:

**Anna Economic Development Corporation
Attn: Director of Economic Development
120 W. 7th Street
Anna, Texas 75409**

CITY:

**City of Anna
Attn: City Manager
120 W. 7th Street
Anna, Texas 75409**

Notice is effective upon deposit in the United States mail in the manner provided above.

4.13. 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 1**, Legal Description of the Property

4.14. 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.

4.15. Relationship of Parties. In performing this Agreement, both the City and AEDC 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. Except as expressly set forth in this Agreement, at no time shall the City or the City have any control over or charge of AEDC's ownership or use of the Property or design, construction or installation of any infrastructure or improvements on or related to the Property, 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 AEDC.

4.16. 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.

4.17. 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.

4.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

4.19. 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.

4.20. Sole Agreement. This Agreement constitutes the sole agreement between the City and AEDC 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.

4.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.22. 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.

4.23. 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.

4.24. Recording. The Parties agree that this Agreement, or any memorandum or short form of this Agreement, may be recorded.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE(S) FOLLOW]

ANNA ECONOMIC DEVELOPMENT CORPORATION, a Texas Type A development corporation

By: _____

Bruce Norwood, its President

State of Texas

County of Collin

Before me, on this day personally appeared, Bruce Norwood, 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 Economic Development Corporation for the purposes and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____ 2022.

Notary – State of Texas

CITY OF ANNA, TEXAS, a Texas home-rule municipality

By: _____

Nate Pike, Mayor

State of Texas

County of Collin

Before me, on this day personally appeared Nate Pike, 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 Mayor of the City of Anna, Texas.

Given under my hand and seal of office this ____ day of _____ 2022.

Notary – State of Texas

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of Independent Bank Addition, an Addition to the City of Anna, Texas, according to the Map thereof recorded in Volume P, Page 209, of the Map Records of Collin County, Texas.

EXHIBIT B

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 DRIVERS' LICENSE NUMBER.

After Recording Return to:

City of Anna
Attention: City Manager
120 W. 7th Street
Anna, Texas 75409

SPECIAL WARRANTY DEED

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

As used herein, the following terms shall have the following meanings:

Grantor: City of Anna, Texas,
a Texas home-rule municipality

Grantor's Mailing Address: City of Anna, Texas
Attention: City Manager
120 W. 7th Street
Anna, Texas 75409

Grantee: Anna Economic Development Corporation,
a Texas Type A development corporation

Grantee's Mailing Address: Anna Economic Development Corporation
Attention: Director of Economic Development
120 W. 7th Street
Anna, Texas 75409

Consideration: In accordance with Texas Local Government Code § 253.012, consideration for the sale of the Property is Grantee's unconditional promise to Property in a manner that primarily promotes a public purpose of the Grantor.

Property (including any improvements): Real property situated in Collin County, Texas, being Lot 1 of Independent Bank Addition, an Addition to the City of Anna, Texas, according to the Map thereof recorded in Volume P, Page 209, of the Map Records of Collin County, Texas.

Conveyance: Subject the reversion clause set forth below, Grantor, for the Consideration stated above, grants, sells, and conveys to Grantee the Property in fee simple title, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor or Grantor's successors and assigns but not otherwise.

Reversion: The Property shall automatically revert to Grantor if the Grantee at any time fails to use the Property in a manner that primarily promotes a public purpose of the Grantor.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED and EFFECTIVE on the date(s) of the acknowledgment(s) below:

GRANTOR:

CITY OF ANNA, TEXAS,
a Texas home-rule municipality

By: _____
Nate Pike, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared, Nate Pike, known to me to be one of the persons whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Anna, Texas, a Texas home-rule municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the office this _____ day of _____ 20____.

(Seal)

Notary Public- State of Texas

My Commission Expires: _____

Agreed and Accepted:

GRANTEE:

**ANNA ECONOMIC DEVELOPMENT
CORPORATION,**
a Texas Type A development corporation

By: _____
Bruce Norwood, its President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared, Bruce Norwood, known to me to be one of the persons whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the Anna Economic Development Corporation, a Texas Type A development corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the office this
_____ day of _____ 20____.

(Seal)

Notary Public- State of Texas

My Commission Expires: _____



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a Project Specific Purchase Order with Quiddity Engineering for the design of the next expansion to the Collin Pump Station in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City recently brought the Collin Pump Station online, including the 1.5 million gallon ground storage tank. In addition, 2 new wells are under construction. This current project will increase the total City water supply by approximately 20%. However, as the City continues to expand and grow, it is important to continue to increase water supply and storage to ensure neighbor needs are met for potable water.

The Public Works Department ran an analysis of the public water system using our water model, and found that the largest need is additional storage and pumping capacity. As an existing pump station with the necessary connections and land area, Collin Pump Station represents the lowest cost location to significantly increase storage and pumping. The City's Water Master Plan shows the next phase for Collin Pump Station to include a 4 million gallon ground storage tank and additional pumps.

The City engaged Quiddity Engineering, LLC to prepare a proposal for the engineering design needed to design and bid the large ground storage tank and pump improvements. Quiddity was selected in the City's multidisciplinary RFQ process for Utility Facilities Design.

The total cost for surveying, engineering design, bid, and construction administration is \$783,000.00. The funding source is Water Impact Fees. Staff recommends moving forward with this design project in order to ensure the City continues to meet the growth needs of the community when it comes to public water supply.

FINANCIAL IMPACT:

The total estimated design cost, including construction administration, is \$783,000. The funding source is Water 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:

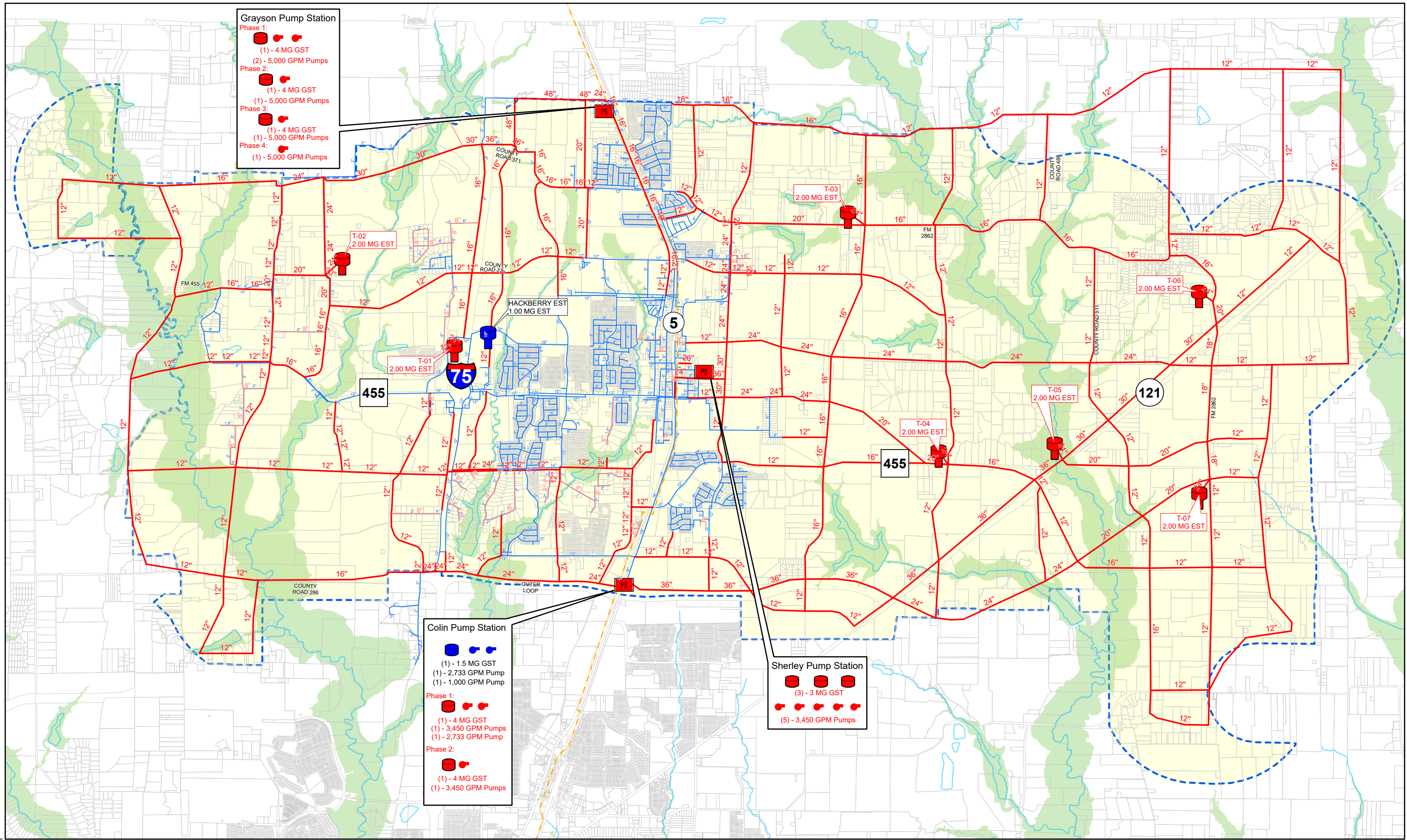
1. Exhibit A - Water Master Plan
2. RES. Professional Services - Quiddity
3. City of Anna Collin Pump Station Expansion Cost Estimate

APPROVALS:

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

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022

Kimley-Horn and Associates, Inc.
File Path: K:\MKN_Civil\City of Anna - Master Data\GIS\Anna - Water Master Plan\Anna - Water Master Plan.aprx
Date Saved: 5/22/2022 10:51 AM



Existing Elevated Tank

Future Pump Station

Minimum 8" Upgrades

Planning Boundary

Existing Ground Tank & Pump

Future Elevated Tank

Existing 24" GTUA Water Pipe

Future Water Pipe

Floodplain

Existing Water Pipe

Proposed Ground Tank & Pump

CITY OF ANNA

WATER MASTER PLAN

FIGURE

WMP

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND QUIDDITY ENGINEERING, LLC, FOR ENGINEERING DESIGN SERVICES RELATED TO THE EXPANSION OF THE COLLIN PUMP STATION, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City brought the Collin Pump Station online in August of 2022; and,

WHEREAS, the continued growth of the City of Anna requires continuous improvements to the City’s public water system, including capital projects which increase water supply and storage; and,

WHEREAS, the City has completed an analysis of the current water system and has determined that the most cost-effective way to increase supply and storage is to construct a new ground storage tank at the Collin Pump Station; and,

WHEREAS, the Master Water Plan for the City of Anna shows the construction of a 4 million gallon ground storage tank with pump improvements to be the next phase of expansion for the Collin Pump Station; and,

WHEREAS, Quiddity Engineering was pre-selected in the City of Anna multi-disciplinary Request for Qualifications process completed last year; and,

WHEREAS, the City is seeking to contract with Quiddity Engineering for engineering and land surveying professional services pertaining to the project; and,

WHEREAS, the services provided by Quiddity Engineering will be funded through Water Impact Fees; 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.

- A. That the funding shall be \$783,000 in Water Impact Fees.
- B. That the City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Quiddity Engineering, LLC, for the scope of services identified in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT “A”



6330 West Loop South, Suite 150
Dallas, Texas 75401
Tel: 713.777.5337
www.quiddity.com

September 13, 2022

Mr. Greg Peters, PE
City of Anna
3223 N. Powell Parkway
Anna, Texas 75409-0776

Re: Collin Pump Station Phase 1 Expansion

Dear Mr. Peters:

We are pleased to submit this proposal for the engineering services related to the design of the Collin Pump Station Phase 1 Expansion for the City of Anna (the City).

Project Understanding

Quiddity Engineering, LLC (Quiddity) understands that the City needs to increase their water storage capacity and service pump capacity at their Collin Pump Station Site to provide water for future development within the City. The existing pump station facility is located on a 4.388-acre site. The proposed ground storage tank will be located north of the existing fenced site within the 4.388-acre site.

The project will be a single bid package that will include the design of a 4,000,000-gallon precast, prestressed concrete ground storage tank or a 4,000,000-gallon welded steel ground storage tank, two 2,733-gpm vertical turbine booster pumps, an emergency diesel generator, electrical modifications including a new MCC building, SCADA integration with the existing City's SCADA system, security system, piping including a new connection into the existing welded steel ground storage tank, and site drainage including swales that will flow into existing roadside ditches. Quiddity will evaluate the life cycle costs for each type of ground storage tank, if requested, to help the City determine the most feasible and cost-effective alternative. Electrical modifications include replacing the electrical gear with new MCC gear placed in a new climate-controlled cinder block building.

The City requested that Quiddity evaluate which facilities that the existing generator will be able to operate, and the facilities the new generator will be able to operate. It is our understanding that the City will be constructing two new water wells, under separate contract, which could affect the sizing of the new generator. The new water wells will be constructed prior to the proposed expansion.

The existing generator is only designed to operate the three (3) existing booster pumps. As part of our scope of work, load calculation will be performed to determine if the generator could operate the future wells with five (5) booster pumps. If the generator cannot operate the planned facilities, the generator will need to be replaced and upsized to handle the additional loads.

The City also requested that Quiddity evaluate alternative chlorination equipment manufacturers, other than Regal Industries, Inc. and make recommendations for future enhancements or replacements to the chlorination equipment. This actual design, construction, and/or replacement of the chlorination equipment is not part of this scope at this time.



Mr. Greg Peters, PE

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September 13, 2022

Quiddity Scope of Services

Task I - Project Management

- Provide project startup task including kickoff meeting, project document set up, accounting and insurance, communication plan, project quality plan, project management plan, prepare risk registry and setup project filing.
- Provide project management during the design phase including managing project integration, scope, schedule, cost, quality, staff resources, sub-consultants, and communications.
- Provide a monthly written update to the City via email.

Task II Preliminary Design Phase

- Review City provided available record drawings of all projects that have impacted the existing facility and proposed site.
- Attend site visit at the beginning of the project to confirm existing conditions.
- The Preliminary Design Phase will establish design decision and the decision-making process and will consist of the following:
- Civil and Process Mechanical Considerations:
 - Review the City provided existing hydraulic model and confirm design assumption and sizing needs for the city.
 - Provide design evaluation for two type of tanks – prestressed concrete tank per AWWA D-110 vs. Welded Steel design type per AWWA D-100. The evaluation will include capital cost and life cycle cost for 50 years.
 - Provide design evaluation and alternative for coating system for steel type tank.
 - Provide evaluation for the two vertical turbine booster pumps selection and design criteria
 - Provide evaluation and conceptual design for piping including a new connection into the existing welded steel ground storage tank and tabbing to the existing inlet and outlet piping.
 - Provide evaluation for recommended chlorination equipment to be installed on future projects other than the equipment supplied by Regal Industries, Inc.
 - Conceptual level site plan including grading, and site drainage including swales that will flow into existing roadside ditches; as well as, gravel roadway and parking, if desired.
- Electrical and SCADA Considerations:
 - Provide evaluation for new emergency diesel generator. The evaluation will include performing load calculation to determine if the existing generator could operate the future wells with 3 booster pumps.



Mr. Greg Peters, PE

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September 13, 2022

- Provide evaluation for electrical modifications including a new MCC building. Electrical modifications include replacing the electrical gear with new MCC gear placed in a new climate-controlled cinder block building.
 - Provide evaluation for SCADA integration with the existing City's SCADA system.
 - Review the security recommendations from the recent AWIA Risk and Resiliency Plan and provide conceptual design for implementation of a standard camera and card access control security system.
- Permitting
 - Building/Fire Code/Electrical Permitting
 - Regulatory permitting - TCEQ
 - Any permitting fees are under the City's responsibility.
- Project implementation consideration including schedule, construction sequencing, and EOPCC
 - Develop Class III Engineer's Opinion of Probable Construction Costs (EOPCC) as defined by AACE for the selected project recommendations.
 - Prepare and submit a draft Preliminary Design Report (PER) in accordance with TCEQ published requirements. Quiddity will submit a digital copy (*.PDF).
 - Incorporate City comments and submit final PER. Quiddity will submit a digital.
 - This task assumes that clarification of approach, text edits, and additional detail to drawings will be added to the PER. Notable changes to the approach, design parameters, or options being considered may require a contract amendment.
- Facilitate and attend following meetings during Preliminary Design Phase
 - One (1) progress meeting
 - Draft PER submittal review meeting

Task III - Final Design Phase

- Based on the decisions made by the City in the PER prepare 60% plans in AUTOCAD 2D and technical specifications based on Quiddity standards ("60% Design Documents") and submit to the City Project Manager for review and comment. Submittal will include a *.pdf electronic copy.
- Facilitate and attend following meetings during Final Design Phase
 - 60% review meeting
 - 100% review meeting
- Prepare an AACE Class III Engineer's opinion of probable construction cost (EOPCC) based on the 60% Design Documents.



Mr. Greg Peters, PE
Page 3
September 13, 2022

Surveying Services

- During the design phase, perform an on-the-ground topographic survey to establish new vertical control, a 30'x30' grid of topographic shots to establish 1-foot contours of existing ground elevations where deemed necessary by Engineer across the proposed work areas of the project, to locate visible improvements that are deemed necessary by the Engineer to complete the project design including fencing, pavement, structures, slabs, buildings, outfall piping, manholes, power poles, and geotechnical bore locations within the project area. Horizontal and vertical control will be based on the NAVD 88 (2001 Adjustment) datum.
- During the construction phase, perform construction staking during the construction phase of the project. The Professional shall perform construction staking including one (1) single-day trip to the project site to establish project baselines and stake the center of the ground storage tank foundation, fence corners, and corners of the building foundation. No return trips are included for rework in the event stakes are removed or destroyed by the Contractor.

Geotechnical Investigation

- Geotechnical investigations will be conducted including performing field exploration for up to five (5) borings, totaling not more than 180 vertical feet of depth cumulatively at locations deemed required to support the design, including performing laboratory testing of the samples obtained from the borings to determine the soil classification and pertinent engineering properties of the subsurface materials. Test type and quantity may vary by boring location but are expected to include classification tests, moisture content, dry unit weight, unconfined compressive strength, and one-dimensional swell. Perform engineering analysis to prepare a geotechnical report including appendix with boring logs and laboratory test results, discussion of subsurface conditions, foundation for the proposed concrete structures, and miscellaneous concrete slabs, lateral earth pressure, concrete pavement design recommendations to include pavement subgrade and concrete thickness. The geotechnical report will be made available prospective bidders for the purpose of bidding the required foundations associated with the ground storage tanks.

Project Expenses

- Reproduction expenses, plan review fees, advertising fees, delivery fees, other project expenses, and other services not performed by Engineer.

List of Deliverables

- One (1) digital (PDF) copy of final PER, and EOPCC
- One (1) digital (PDF) copy of bid set drawings, technical specifications, and EOPCC.
- Digital (PDF) copies of TCEQ approvals and authorizations to construct.
- One (1) digital (PDF) copy of the completed geotechnical report.
- One (1) digital (PDF) copy of conformed contract documents.
- Digital copies (PDFs) of addenda.
- One (1) digital (PDF) copy of a recommendation of award.



Mr. Greg Peters, PE
Page 6
September 13, 2022

Supplemental Services

These services are not included in this compensation proposal, but the City may want or need these during the project. These services can be performed for an additional compensation.

- Redesign of any portion of the scope noted above to accommodate changes in published codes or regulations. All design elements will be performed to codes and regulations that are published at the date of authorization (September 2022).
- Coordinate with and/or address comments by independent reviewers.
- Provide value engineering after completion of the design phase.
- Construction phase services including contract administration, construction management, and field project representation, construction materials testing, drainage analysis, storm water detention design, floodplain mitigation design, environmental assessments, platting services, special permitting, value engineering, configuration of PLCs and HMI workstations, and costs associated with bringing power to the site. Construction materials testing, drainage analysis, storm water detention design, floodplain mitigation design, environmental assessments, platting services, special permitting, value engineering, configuration of PLCs and HMI workstations, costs associated with bringing power to the site, surveying, and land and easement acquisition, are not included in this proposal. Should any be required, we can perform these services for an additional fee.
- Provide bid phase services to re-bid the project.
- Preparation of multiple bid packages, including special equipment procurement packages.
- Provide environmental investigations, permitting, mitigation, remediation, or stormwater detention/water quality pond design services
- Perform, through a third-party specialist, any required or non-required building analyses, TDLR (ADA) reviews, Registered Accessibility Specialist reviews for TAS purposes, TDI windstorm application and certification submittals, TDLR (ADA) inspections, or IBC Special Inspections
- Modifications to the plans or specifications to provide for bid alternatives within the bounds of the scope described above

Compensation

The estimated Class III Engineers Opinion of Probably Construction Cost is approximately \$10.1 million which includes 30% contingencies. Compensation will be on a lump sum basis for each phase as shown below:

Design Services	\$364,000
Bid Phase Services	\$13,000
Surveying and Topo	\$22,000
Construction Phase Services	\$132,000
Geotechnical Investigation	\$13,000
Project Expenses	\$13,000



Mr. Greg Peters, PE
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September 13, 2022

Project Schedule

Quiddity will complete the scope of services defined herein according to the following schedule.

- | | |
|-------------------------------|--|
| • Preliminary Design Phase | 120 Calendar days from notice to proceed with Design Phase |
| • Final Design Phase Services | 180 calendar days from Final PER submittal* |
| • Bid Phase Services | 90 calendar days from notice to proceed with Bid Phase |

*This duration assumes a 90-day duration for review and approval by regulatory agencies. The actual duration may vary based on actual review time which is beyond Quiddity's control.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal will be subject to the Professional Services Agreement between Quiddity and the City dated _____.
2. Services that are outside the scope of this proposal can be performed for additional compensation.
3. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we will provide an itemized breakdown of those services.
4. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.
5. This scope does not include blending studies, corrosion studies, or treatability studies should any of these be deemed necessary.
6. This scope does not include any detention, stormwater mitigation, or drainage study and design.

We appreciate the opportunity to provide these services and look forward to working with you. If you have any questions or need any additional information, please call us at 713.777.3337.

Sincerely,

A handwritten signature in blue ink that reads "Stephen Berkenhoff".

Stephen G. Berkenhoff, PE, CFM
Senior Vice President

Sincerely,

A handwritten signature in blue ink that reads "Mohammad Bayan".

Mohammad A. Bayan, PE
Vice President

TWM/vss
V:\Practice Workspace\Water\Facilities & Treatment Division\Proposals
Enclosures



SCHEDULE OF HOURLY RATES
Effective August 1, 2022

ENGINEERING PERSONNEL		DESIGNERS/DRAFTING PERSONNEL	
Design Engineer I	\$125	CAD I	\$ 80
Design Engineer II	\$145	CAD II	\$100
Professional Engineer I	\$170	CAD III	\$120
Professional Engineer II	\$195	Designer I	\$130
Professional Engineer III	\$225	Designer II	\$150
Professional Engineer IV	\$255	Designer III	\$170
Professional Engineer V	\$275	GIS I	\$ 95
Practice Leader	\$295	GIS II	\$130
		GIS III	\$160
		GIS IV	\$220
ELECTRICAL ENGINEERING PERSONNEL		SURVEYING PERSONNEL	
Electrical Design Engineer I	\$135	1-Person Field Crew	\$145
Electrical Design Engineer II	\$155	2-Person Field Crew	\$195
Electrical Professional Engineer I	\$185	3-Person Field Crew	\$240
Electrical Professional Engineer II	\$210	4-Person Field Crew	\$270
Electrical Professional Engineer III	\$240	Survey Technician I	\$100
Electrical Professional Engineer IV	\$270	Survey Technician II	\$110
Electrical Professional Engineer V	\$295	Project Surveyor I	\$105
		Project Surveyor II	\$125
		Project Surveyor III	\$145
		Project Surveyor IV	\$175
		Chief of Survey Crews	\$150
		Certified Photogrammetrist	\$175
		Remote Pilot I	\$ 95
		Remote Pilot II	\$130
		Remote Pilot III	\$170
		Visual Observer	\$ 95
		LIDAR Tech	\$105
		Aerial Tech	\$ 90
		Registered Professional Land Surveyor	\$195
		Survey Manager	\$225
CONSTRUCTION PERSONNEL (Includes Mileage)		OFFICE PERSONNEL	
Construction Manager I	\$125	Engineer's Assistant I	\$ 75
Construction Manager II	\$145	Engineer's Assistant II	\$ 85
Construction Manager III	\$170	Engineer's Assistant III	\$ 95
Construction Manager IV	\$190	Admin I	\$ 75
Construction Manager V	\$230	Admin II	\$ 95
Field Project Representative I	\$ 80	Admin III	\$125
Field Project Representative II	\$100	Accounting Manager	\$130
Field Project Representative III	\$120	Corporate/Project Accountant	\$110
Specialist Field Project Representative I	\$135		
Specialist Field Project Representative II	\$145		
Senior Specialist Field Project Representative	\$160		
SPECIALIST			
Specialist I	\$115		
Specialist II	\$145		
Specialist III	\$215		
Specialist IV	\$250		
PLANNING PERSONNEL			
Planner I	\$105		
Planner II	\$145		
Planner III	\$175		
Planner Manager	\$250		



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019
Subject to Annual Revision

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.30/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 3.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$3.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect

3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge

4. Surveying Expenses

- a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
- b. Special Rental Equipment: Cost, plus 10%
- c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
- d. Iron Rods and Pipes: Cost, plus 10%
- e. All-Terrain Vehicle (ATV): \$150/day
- f. Overnight Stays: \$190/night
- g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
- h. Sales Tax: To be paid on boundary-related services.
- i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2022

Standard

**CLASS 3 ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
FOR CONSTRUCTION OF
COLLIN PUMP STATION EXPANSION - PHASE 1
CITY OF ANNA
September 15, 2022**

Item			Unit		
No.	Description	Unit	Qty.	Price	Total
1.	Mobilization, Bonds & Insurance	L.S.	1	\$350,000	\$350,000
2.	4,000,000-gallon Precast, Prestressed Concrete Ground Storage Tank	L.S.	1	3,680,000	3,680,000 (3)
3.	Two (2) 2,733-gpm Vertical Turbine Booster Pumps	L.S.	1	510,000	510,000 (4)
4.	Plant Piping & Protective Coatings, etc.	L.S.	1	1,650,000	1,650,000
5.	Electrical Modifications	L.S.	1	650,000	650,000 (5)
6.	Emergency Diesel Generator	L.S.	1	550,000	550,000
7.	SCADA Improvements	L.S.	1	120,000	120,000
8.	Security Improvements	L.S.	1	100,000	100,000
9.	Site Work	L.S.	1	150,000	150,000 (6)
SUBTOTAL					\$7,760,000 (7)
Contingencies (30%)					\$2,330,000
TOTAL					\$10,090,000

Notes:

- (1) This estimate represents my best judgment as a design professional familiar with the construction industry. Quiddity Engineering has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) This cost estimate assumes the water plant site is not located within the 1% annual chance floodplain or within existing wetlands. This estimate does not include any costs for wetland mitigation, detention basins, mitigation basins, or any other work related to compensating for wetlands or floodplain impact.
- (3) The cost for the precast, prestressed concrete ground storage tank includes subgrade preparation, foundation, and construction of the tank. The cost for a 4 MG welded steel ground storage tank with a standard loose rafter cone roof is \$3,890,000 and the cost for a 4 MG welded steel ground storage tank with a seal welded flat bar roof is \$4,236,000. The tank dimensions are 28' tall by 156' in diameter.
- (4) The cost for the booster pumps includes pump, motor, VFDs, and coatings.
- (5) **Electrical modifications include replacing existing electrical gear with new MCC gear placed in a new climate controlled cinderblock building. The existing generator is only designed to operate the 3 booster pumps. A load calculation will be performed to determine if the generator could operate the future water wells and 5 booster pumps. If the generator cannot operate the facilities, the generator would need to be replaced to handle the additional loads.**
- (6) Site work includes drainage and chain link fencing.
- (7) This cost estimate does not include costs associated with inflation; land and easement acquisition; platting; detention; offsite drainage; distribution waterlines outside the water plant; aesthetic upgrades; electrical underground service entrance; bringing electrical power to the site; or temporary access road.
- (8) This estimate does not include inflation or escalation. Market conditions remain volatile due to, but not limited to, labor shortages, material shortages, and supply chain disruptions since the start of the pandemic. More recently, market conditions due to recent and ongoing global conflicts. The U.S. Bureau of Labor Statistics Consumer Index reported an overall inflation of 9.1% over the last 12 months. The unknown decision of federal government monetary policy, in connection with the events noted above, may increase or decrease the current inflation rates. In addition to inflation, Quiddity has seen a significant market escalation, on the order of 30-40%, over the past 24 months due to the significant deficit in supply versus demand in the local construction industry in connections with the events noted above. It is recommended the District take these items in considerations when preparing the budget for the project.

This Document is Released for the Purpose of:
General Financial Planning
 Under the Authority of:
 Engineer: Toby W. McQueary, P.E.
 License No.: 93710
 It is Preliminary in Nature and not to be Used for
 Feasibility of Land Purchases, Bond Applications, Loans
 or Grants.

TWM/vss

V:\Practice Workspace\Water\Facilities & Treatment Division\Cost Estimates\City of Anna Collin Pump Station Expansion Phase 1 Cost Estimate



Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Approve a Resolution authorizing the City Manager to enter into a Project Specific Purchase Order and AIA agreement with BRW Architects for the design of the exterior shell and the structural engineering design of the Anna Community Library, in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is moving forward with the design of the Anna Community Library in downtown Anna. The City interviewed the three architecture firms short listed in the City's multidisciplinary RFQ process for professional services, and found Brown Reynolds Watford Architects (BRW) to be the best fit for the project.

BRW will provide the architectural design for the exterior shell of the building, and will also provide the structural engineering for the building with the structural engineer working as a sub-consultant to them.

BRW is committed to providing their architectural design of the shell in accordance with the Project Charter adopted by the City Council in May of this year and the conceptual design and renderings presented to the Anna Public Library Engagement Task Force and the City Council in July of this year.

The total fee for the proposed services is \$562,000, which is within the identified project budget for the exterior architecture and structural engineering. Funding is from the voter approved 2021 Bond funds. If approved, BRW will join the team immediately and begin work.

Staff recommends approval.

FINANCIAL IMPACT:

The fee of \$562,000 is within the project budget identified for the scope of services.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RES. Professional Services - BRW
2. D - BRW - 2021 Fully Executed MSA
3. DRAFT AIA B101-2017 BRW

APPROVALS:

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

Created/Initiated - 9/21/2022
Final Approval - 9/21/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES AND ASSOCIATED AIA CONTRACT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND BROWN REYNOLDS WATFORD ARCHITECTS FOR ARCHITECTURE AND STRUCTURAL ENGINEERING DESIGN SERVICES RELATED TO THE EXTERIOR SHELL OF THE ANNA COMMUNITY LIBRARY, IN A FORM APPROVED BY THE CITY ATTORNEY, PER THE PROPOSAL SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May of 2021 Anna neighbors approved \$22,000,000 in 2021 Bond Funds for the construction of a new public library in the City of Anna, Texas; and,

WHEREAS, the exterior architectural design and building structural design are a key component to the Library project, which is a capital project identified in the City of Anna Strategic Plan to redevelop and energize downtown Anna; and,

WHEREAS, Brown Reynolds Watford Architects was pre-selected in the City of Anna multi-disciplinary Request for Qualifications process completed last year; and,

WHEREAS, the City is seeking to contract with Brown Reynolds Watford Architects for architecture and structural engineering professional services pertaining to the project; and,

WHEREAS, Brown Reynolds Watford Architects will design the exterior building shell in accordance with the Project Charter for the Anna Public Library project as adopted by Resolution of the City Council of the City of Anna, Texas on May 10, 2022; and,

WHEREAS, Brown Reynolds Watford Architects will design the exterior building shell in accordance with the conceptual design and renderings presented to the Anna Public Library Task Force and Anna City Council in July of 2022; and,

WHEREAS, the services provided by Brown Reynolds Watford Architects will be funded through 2021 Bond Funds; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

- A. That the funding shall be \$562,000 in 2021 Bond Funds.
- B. That the City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Brown Reynolds Watford Architects for the scope of services identified in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT “A”

CONTRACT EXHIBIT A

BROWN REYNOLDS WATFORD ARCHITECTS



3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

September 12, 2022

City of Anna
201 E. 7th Street
Anna, TX 75409

PROFESSIONAL SERVICES PROPOSAL FOR THE CITY OF ANNA ANNA COMMUNITY LIBRARY – ARCHITECT OF RECORD DESIGN SERVICES

Brown Reynolds Watford Architects are pleased to submit this professional services proposal for the new Anna Community Library. The project scope and budget, along with our proposed team, scope of services, project schedule, and compensation are described below.

Project Scope

We understand that the City of Anna has previously procured architectural and engineering design services to provide concept design and various portions of the design services for the project. The Anna Community Library is a new construction library according to the concept design for the project, as allowable within the construction budget. Brown Reynolds Watford Architects' proposed services include services as defined in the Matrix of Responsibilities, general project coordination as required for the Architect of Record, and other services as indicated in this proposal.

Project Construction Budget and Construction Delivery Method

- The Owner's Construction Budget is approximately \$13,420,000, excluding parking lot paving and certain other site utilities that are planned to be designed and constructed as part of a separate project and paid for from a separate budget. Coordination between the site project and the Anna Community Library project is anticipated to be required as part of the Architect's scope of services for this project.
- The project is anticipated to have a single General Contractor, selected through a Competitive Sealed Proposals delivery method. The Architect will prepare one set of Contract Documents, as opposed to a "fast-track" construction method with multiple document packages and construction phases.

Project Design Team

Owner's Consultants:

In addition to Brown Reynolds Watford Architects, the Owner has the following direct consultants:

- | | |
|---|---|
| • Project Advocates: <ul style="list-style-type: none">– Phil Miller– Alma Zamora | Owner's Project Manager & Cost Estimating
Principal
Project Manager |
| • 720 Design: <ul style="list-style-type: none">– Maureen Arndt– Michelle Hayes | Design Architect Interior Design
Principal
Project Manager |
| 720 Design's Sub-Consultants Include: <ul style="list-style-type: none">○ Reed Wells Benson | Mechanical Electrical Plumbing |

CONTRACT EXHIBIT A

- HV5
 - Woodrow Woods
- Teague Nall & Perkins (TNP)
 - Bill Smith
 - Nicholas Nelson
- Gessner Engineering:
 - Danny Davis
 - Shaun Hanson

It is anticipated to Geotechnical services will be a Sub-Consultant to Gessner, or a direct consultant to Owner.
- Additionally, the City intends to procure services for Commissioning and Third Party Energy Inspection. Commissioning services may either be IECC code minimum or a level of enhanced commissioning, at Owner's preference.

Engineering consultants not procured under BRW's contract will perform their work and communicate with BRW in a manner that is substantially similar to if they were subconsultants of BRW.

Architect of Record and Architect's Consultants:

- BRW Architects, Inc.
 - Mark Watford, FAIA
 - Stephen Hilt, AIA
 - Kenneth Smith
 - Renee Bean, AIA
 - Sonya Shah, AIA
- JQ Engineering
 - 100 Glass Street
 - Dallas, TX 75207
 - Barry Krieger, P.E.

A/V | IT | Acoustics | Security
Specifications Writing (for 720 Design scope
Items | Interiors)

Landscape & Irrigation Design

Civil Engineering

Architect
Managing Principal
Project Principal
Project Manager
Project Architect

Structural Engineering

Principal

Basic Services include the following

- Architectural design (building shell, site and exterior coordination, and Architect of Record coordination of disciplines, and as defined in the Matrix of Responsibilities). BRW will have primary responsibility for packaging design phase submissions and construction documents.
 - Specifications scope includes all technical sections related to the building envelope, architectural sections related to site and exterior work, Division 00 and 01 "front end" specifications, and general project manual coordination / packaging. Specifications prepared by parties not under BRW contract with either follow BRW specification formatting or will be acceptable to Owner to have multiple different formats in the complete project manual. All disciplines will follow level 3 (6 digit) Masterformat section numbering as coordinated by BRW.
 - Includes LEED checklist or sustainable construction features list for reporting sustainable features of the design. (However, LEED or other green building registration, verification and certification processes are excluded services).
- Structural engineering, including structural design criteria, foundation and superstructure design, along with Building Inspection Department requirements. Also includes dumpster enclosure and monument sign structural design as may be required.

- BRW will be primarily responsible to package and submit design phase deliverables. The following Architect's anticipated design phase submittals and Owner review meetings include the following:
 - 100% Schematic Design
 - 50% Design Development
 - 100% Design Development
 - 50% Construction Documents
 - 95% Construction Documents
 - 100% Construction Documents (no cost estimate update by Project Advocates)
- Compliance with applicable codes and ordinances.
- BRW will register the project with TDLR and will submit TDLR TAS (Texas Accessibility Standards) plan review and provide response to plan review comments. Also, BRW will coordinate the site inspection at the completion of construction. TDLR registration, plan review and site inspection fees are reimbursable expenses. Owner reserves the right to select a Registered Accessibility Specialist (RAS), or to reject a proposed RAS as may be suggested by the Architect.
- BRW will have primary responsibility to compile, submit, and coordinate the building construction permit and responses to permit comments. The Civil Engineer (Owner direct consultant) will be responsible to submit engineering and planning and zoning submissions.
- Attend Construction Administration phase site observation on-site visits and/or OAC's averaging twice per month, with online site visits on alternate weeks. The Contractor will be responsible to take and distribute meeting minutes.
 - BRW's regular site visits and meetings will decrease to one each per month after dry-in
 - The Structural Engineer has included up to (5) site visits and field reports in their basic services.
- General Contractor Selection Assistance, including evaluation and/or scoring of the Sealed Proposal submissions and participation in the interviews.
- Participation in (up to 3) Community Forums or Updates.
- Coordination of overall substantial completion and final completion walk activities, compiled A/E punch list, closeout documentation review and other typical Architect's project closeout services.
- Upon execution of BRW's waiver form, and the Structural Engineer's waiver form, BRW will provide the Contractor with either the Revit model or with selected Autocad format drawing sheets for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the Contractor. BRW can not ensure that consultants not hired under BRW's contract will provide similar accommodation to the Contractor in releasing editable format files to the Contractor.

Supplemental Services:

- Construction Administration services provided beyond ninety (90) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive Additional Services compensated on an hourly basis, or as a monthly fee equal to the total construction administration phase basic services fee divided by the number of months per the original construction duration.
- The architect's fee is based upon a percentage of the construction budget. Should the Owner increase the construction budget by more than 5% then the Architect shall be due additional services commensurate with the increase in the scope of design services. Should the budget be increased in part due to future construction cost escalation beyond that which is predicted at the schematic design estimate, then the Architect shall not be due additional basic services fee for the portion of an increase in budget that is attributable to greater than anticipated construction cost escalation. The escalation factor will be as agreed between the Architect and Owner through review of the Schematic Design cost estimate. Final escalation costs will align with the escalation rate that has been experienced in the local construction market. The additional services for increased budget shall be calculated as the increase in the construction budget over \$13,400,000 minus unanticipated cost escalation, times 4%, unless another calculation is substituted that is mutually agreed to align with the increase in scope of architect's services that is required.

Services Provided by Owner or Owner's Consultants

The Owner shall retain consultants or vendors to furnish the below design services and building systems or authorize the Architect to furnish them as an Additional Services when such services are required to complete the project.

- Geotechnical survey including a reasonable number of deep and shallow borings for building foundation and site paving design recommendations as recommended by the Structural and Civil Engineers, as well as supplemental reports as may be required to provide adequate design recommendations for the complete project design.
- Owner, or Owner's Civil Engineer will be responsible for property zoning modifications, including Planned Developments (PD) or Special Use Permits (SUP), if applicable.
- Boundary survey showing easements, dedications, flood plains, and other information required by the city. The survey will provide monumentation of the perimeter boundaries.
- Topographic survey of the site, the adjacent rights-of-way, and an approximate 20' buffer strip along the perimeter of the property boundary. The topographic survey will consist of field locating visually identified structures, paving, utilities, and improvements within and adjacent to the proposed property boundaries. The topographic survey will also include field measured spot elevations, sufficient to create contours at 1' increments. Including tree survey if required for compliance with regulatory requirements.
- Laboratory construction materials testing and inspections, including code-required special inspections (during construction).
- Commissioning and 3rd-party energy inspections required by building codes, if not provided by the Contractor.
- Owner, or Civil or MEP Engineers will provide franchise utility coordination
- Cost Estimating services (by Project Advocates)

Exclusions from Architect's Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, if authorized by the Owner to complete the project.

- Interior space programming
- Storm shelter design
- Design for trees supported by structure at roof patio
- Incorporation of Contractor's As-Built Drawings into electronic record documents
- Environmental or hazardous materials issues (it is believed that this is not required)
- Leadership in Energy and Environmental Design (LEED), or other sustainable program certification
- Energy modeling and utility bill estimates
- Preparation of systems life cycle cost analysis (LCA)
- Public / Community Meetings beyond the number allowed
- Professional models and renderings produced out-of-house
- Virtual reality animation modeling and renderings
- Design Services related to the future phase Plaza
- Grant-writing services

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PROJECT SCHEDULE

We anticipate the following approximate time periods for the project phases, as based upon the Owner's stated schedule.

Design and Construction Documents Phase

- Schematic Design Completion 9-10 weeks
- Design Development Completion 12 weeks
- Construction Documents By or before Aug 31, 2023
(Up to 5-1/2 months allowed per schedule)

11-1/2 months, or less

Bidding and Negotiation Phase
Construction Administration Phase

Approximately 3 months
Approximately 13 months

Total Project Duration

Approximately 27-1/2 months

COMPENSATION

Based on the scope of services described above, Brown Reynolds Watford Architects proposes the lump sum fees, plus reimbursable expenses, as described below.

Basic Services Fees \$537,000

Reimbursable Expenses Allowance \$25,000

Total Fees and Expenses Allowance	\$562,000
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Fees invoiced by phase shall follow the following schedule as a percentage of basic services:

Schematic Design:	15%
Design Development:	20%
Construction Documents:	35%
Bidding and Negotiation:	5%
Construction Administration:	25%

Any additional Services or modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner. Additional Services shall be compensated at the hourly rates listed below or for a negotiated lump sum fee. Additional consultant services shall be invoiced at 100% of the amount billed the Architect.

BRW Architects (BRW)

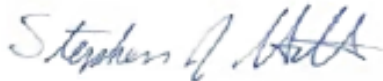
- Managing Principal \$285.00 per hour
- Associate Principal \$245.00 per hour
- Project Manager \$185.00 per hour
- Project Architect \$160.00 per hour
- Architect \$150.00 per hour
- Project Coordinator \$135.00 per hour
- Intern Architect \$115.00 per hour
- Administration Staff \$90.00 per hour

JQ Engineering

• Partner	\$285.00 per hour
• Principal	\$245.00 per hour
• Engineering Technical Lead	\$210.00 per hour
• Senior Project Manager	\$205.00 per hour
• Project Manager	\$175.00 per hour
• Senior Project Engineer	\$160.00 per hour
• Project Engineer	\$145.00 per hour
• Senior Technician	\$140.00 per hour
• Technician	\$110.00 per hour
• Administrative	\$90.00 per hour
• Additional Site Visit / Report	\$1,000.00 ea.

We hope this proposal meets your expectations. Please contact us with any questions. We look forward to working with the City of Anna.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.



STEPHEN HILT, AIA
ASSOCIATE PRINCIPAL

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

Made as of the 13th day of July 20 21 ("Effective Date")

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

and the Firm: BRW ARCHITECTS
 3535 TRAVIS ST. SUITE 250
 DALLAS, TX 75204

for the following Project: Master Agreement for **Category D - Architecture**

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 **BRW ARCHITECTS [D - Architecture]** ("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 D - Architecture** 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 E**, 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:

BRW ARCHITECTS
ATTN: MARK E. WATFORD
3535 TRAVIS ST. SUITE 250
DALLAS, TX 75204

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 D - Architecture 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;

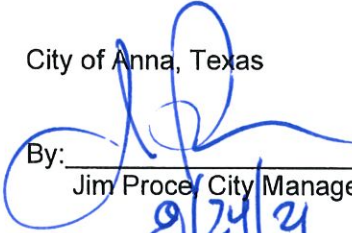
- (2) promptly provide to Anna any contracting information related to this Agreement that is in the custody or possession of Firm on request of Anna; and
 - (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody 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: 8/24/21

FIRM: BRW ARCHITECTS

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

By: 
Name & Title

MARK WATFORD, PRINCIPAL

Date: 8/20/21

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

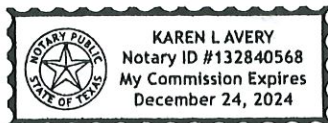
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Proce, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of August, 2021.

Karen L. Avery

Notary Public In and For the State of Texas

My commission expires: 12-24-2024



STATE OF Texas §
 §
COUNTY OF Dallas §

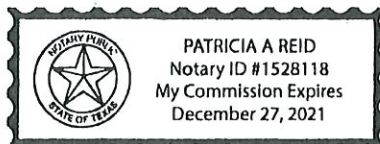
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark E. Watford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of August, 2021.

Patricia A. Reid

Notary Public In and For the State of TX

My commission expires: 12/27/2021



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:

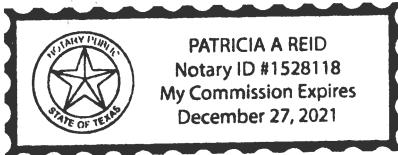
Company Name: BROWN REYNOLDS WATFORD ARCHITECTS, INC.
Date: 8/20/21
Printed Name: MARK WATFORD

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

Title: PRINCIPAL

Signature: *[Handwritten Signature]*

SWORN AND SUBSCRIBED to before me this 20 day of August, 2021 to
certify with witness my hand and official seal.



Patricia A Reid
Notary Public in and for the State of TX

EXHIBIT H
CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		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
1 Name of vendor who has a business relationship with local governmental entity. BROWN REYNOLDS WATFORD ARCHITECTS, INC.		Date Received
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.		
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		Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« City of Anna, Texas »« »
«201 E. 7th Street »
«Anna, Texas 75409 »
« »

and the Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	OWNERSHIP OF DOCUMENTS
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

§ 1.1.6 Intentionally Deleted.

« »

Commented [PM1]: Need to add that BRW will track sustainability points to their respective design. Per BRW's proposal, the tracking of points is included.

§ 1.1.6.1 Intentionally Deleted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
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« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »

« »
« »
« »

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

« »« »
« »
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- .2 Mechanical Engineer:

« »« »
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- .3 Electrical Engineer:

« »« »
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« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information and the construction schedule may materially change, are not conditions of the Agreement and, in that

event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation for additional site visits as defined in 4.2.3.2 below; excluding virtual meetings. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect, its officers, agents, employees, consultants, sub consultants, and any persons or entities for whom the Architect is responsible shall provide all services under this Agreement consistent with the normal and customary standard of care ordinarily provided by those who provide such services for projects of the type, scope and complexity of the Project (including its contracting mode). The Architect shall perform its services as expeditiously as is consistent with the normal and customary quality professional skill and care and the orderly progress of the Project. The architect shall be duly licensed in the state of Texas.

§ 2.2.1 The Architect shall serve as the professional technical advisor and consultant to the Owner in matters arising out of or incidental to the performance of this Contract and in that capacity, the Architect shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Contract, except as that duty may arise under the laws of the State of Texas. The parties agree that this Contract is for the exclusive benefit and convenience of the Owner and the Architect. Nothing contained herein shall be construed as granting or conferring any right of action or any other right or benefit upon any other third-party.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability. The Architect and its consultants retained under the terms of this Contract shall procure and maintain during the life of this Contract, Commercial General Liability Insurance. Minimum coverage shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate. Such coverage shall be of the "occurrence" type form and shall include the employees of the Architect as insureds. Insurance shall be primary and noncontributory.

§ 2.5.2 Automobile Liability. The Architect and its consultants retained under terms of this Contract shall procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles. Coverage shall be \$2,000,000 combined single limit. Insurance shall be primary and noncontributory.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits

Commented [SH2]: Our insurance carrier strongly objects to this language. Professional liability insurance covers normal standard of care and legally is relatively well defined, as opposed to highest standard which is not well defined and open-ended. Highest standard of care is uninsurable and therefore in neither the City's nor Architect's best interest to use that as the standard of care.

Commented [PM3R2]: CoA to respond.

Commented [SH4]: Delete our previous comment on this item, the insurance carrier's comment was in error and our policy covers these limits without relying upon umbrella insurance.

Commented [PM5R4]: PA is not sure what "previous comment" is being talked about.

§ 2.5.5 Employers' Liability with policy limits not less than \$500,000 per occurrence, \$1,000,000 per policy, and \$500,000 per employee.

§ 2.5.6 Professional Liability. The Architect and its consultants retained under the terms of this Contract, shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions, or negligent acts arising out of the performance of professional services required under this Contract. Minimum coverage shall not be less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; however "unique" or "high risk" projects and/or those with architect and/or engineering Contract values over \$10,000,000 will require a minimum coverage of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Professional Services as defined in the insurance policy of the Architect, should include, and correspond with the services as provided by the Architect in this agreement. Professional liability insurance shall not have any exclusion for pollution and/or environmental liabilities. Professional Liability Coverage shall be provided on a claims made basis, the insurance shall be effective as to this project prior to the Architect and its consultants commencing work and shall remain in force for three years after the project's completion. Upon request by Owner, the Architect shall furnish the Owner with a Certificate of Insurance showing the type, amount, deductible, effective date, and date of expiration of such policy..

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability, Employer's Liability, and Automobile Liability to include the Owner, its officials, officers, employees, and agents as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The Architect and its consultants retained under the terms of this Contract shall provide a Certificate of Insurance with the required coverages and limits of insurance as specified in this Section 2.5. Insurance must be issued by an insurance company with a minimum A.M. BEST Rating of A-1 or better, is authorized to do business in the State of Texas, and is signed by an authorized agent. Insurance covered by this Certificate shall not be cancelled, non-renewed by endorsement by the insurance company except after 60 calendar days written notice has been received by the Owner.

§ 2.5.10 Waiver of Subrogation Provision. All insurance required of the Architect and its consultants, including Professional Liability and Workers Compensation, shall contain a waiver of subrogation in favor of "the City of Anna, Texas, its officials, officers, employees, and agents."

§ 2.5.11 The Architect hereby agrees to indemnify and hold the Owner, and any subsidiary, parent, or affiliate corporations of the Owner and their respective directors, officials, officers, employees (collectively, the "Indemnitees") harmless on a comparative basis from all legally recoverable damages and expenses, including reasonable attorneys' fees and related expenses, that the Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to anyone or more of the Indemnitees) arising out of or occurring in connection with the negligent performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Contract, whether or not any other party contributes to such performance or lack of performance by the Architect, including without limitation on or more of the Indemnitees.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, the RFQ dated XX/XX/XXXX and detailed in the Architect's attached proposal dated XX/XX/XXXX, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services unless expressly stated otherwise in this Contract.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner and Owner's Representative.

Commented [SH6]: Project Advocates confirmed that these are not the limits that apply to this project, and will provide the limits (lower than \$5 and \$10 M that will be required. BRW suggests \$1M and \$3M listed seems to agree with this project and is more typical for a project of this scale and therefore may be the correct limits as intended by the City's standard contract form..

Commented [PM7R6]: PA agrees that the \$1M/\$3M is more applicable, but the article has "and/or" so the \$5M/\$10M does not seem applicable

Commented [SH8]: Our insurance carrier requests to delete these words.

Commented [PM9R8]: CoA to respond.

§ 3.1.1.1 Travel to and from project meetings and the site shall be considered Basic Services, and are not considered Reimbursable Expenses. All other expenses, not listed in 11.8 (Compensation for Reimbursable Expenses), shall be considered a Basic Service.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 Within 14 calendar days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.4.1 Review, approval or acceptance of the Architect's work whether by the Owner or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, or otherwise, shall not relieve the Architect from responsibility for errors and omissions in the Architect's work.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Subcontracts for services under this Contract, including contracts for consultants retained by Architect, shall provide that work performed under such subcontract shall be subject to provisions of this Contract and shall also provide that any professional duty or responsibility pertaining thereto, shall be accomplished to the benefit of the Owner as a third-party beneficiary. Upon request, an electronic copy of each such subcontract shall be furnished to the Owner.

§ 3.1.8 Included in the provisions of this Contract that apply to Architect is the right for the Owner to request the Architect replace an employee, a consultant, and/or consultant's employee on this Project; Architect shall comply with such requests to immediately replace an employee, a consultant, or a consultant's employee from this Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Documents must include an initial list of items that will need third-party testing, inspection, or monitoring during construction.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. Architect shall provide list of items that will need third-party testing, inspection, or monitoring during construction. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner, in accordance with applicable laws of the State of Texas, in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. With respect to Paragraph 3.4.4 of the Agreement, as part of the Architect's Basic Services (and not as a Change in Service), the Drawings and Specifications provided by the Architect shall include all data, drawings and other material necessary or proper to be provided for the Project by engineers or other consultants.

§ 3.4.5 Architect shall be responsible for all drawings and design documents relating to Architect's design and used on the Project, prepared and performed by the Architect or the Architect's Consultants. Architect shall coordinate with but is not responsible for Drawings and Design Documents relating to Architect's design and used on the Project, prepared and performed by the Owner's Consultants. Architect shall be responsible for the reasonable completeness and accuracy of Drawings and Specifications prepared by or through Architect and Architect Consultants, and for their compliance with applicable codes, ordinances, regulations, laws and statutes in effect at the time of issuance as reasonably interpreted.

§ 3.4.6 Architect shall provide a Bid Documents Set that comply with the bidding methodology needed to meet the applicable laws of the State of Texas and related regulations.

§ 3.5 Procurement Phase Services [NOTE: This Section 3.5 may need revision depending on procurement method]

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment if the Owner has agreed that no work is outstanding.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions

rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts within a reasonable time after receiving payment application from the Contractor, but not later than 7 calendar days.. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect's certification for payment referred to therein constitutes a recommendation to Owner but is not legally binding on Owner.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect must render approval or non-approval of the Contractor's submittal schedule within 14 calendar days of receipt unless otherwise authorized by the Owner's Representative. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals

performed or provided by such design professionals. Architect shall not permit such aspects of Work to proceed if Architect believes such drawings do not comply with applicable laws, statutes, ordinances, codes, orders, rules and regulations.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents within 7 calendar days of receipt, unless an extension is authorized by the Owner's Representative. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Architect shall follow Owner's processes and documentation for Change Orders.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion (with respect to Architect's inspections for Substantial Completion, the Architects has a duty to provide Owner a written list of observed items, materials, omissions, or other conditions requiring modification or replacement or additional Work or other undertakings);
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner's Representative, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected; Owner shall be permitted to be present for all inspections and Architect shall give advance notice to Owner's Representative of all inspections.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner's Representative about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner's Representative the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.7 After the Completion Date, the Architect shall provide assistance to the Owner of up to [] hours of time by the Architect or its consultants in connection with troubleshooting, analysis, evaluation, and consultation in the utilization of any system or equipment installed in the Project.

Commented [SH10]: Please indicate the hours that are required as part of this provision? Say up to 8 hours per system?

§ 3.8 The Architect shall incorporate a requirement within the Plans and Specifications that the Construction Manager and all subcontractors accurately and completely mark the sepia of the working drawings, and the large and full-scale detail drawings and the specifications to show field changes thereon and to describe in sufficient detail any deviation so as to evidence the "as-built" construction of the Improvements. The Architect shall review such Drawings and Specifications and promptly notify the Owner and the Construction Manager, if any, and the applicable subcontractor of any deficiencies observed by the Architect.

Commented [PM11]: Should note that if it is a troubleshooting subject, due to design error and/or omission, that the hours are not to be limited nor will additional fees be paid.

§ 3.9 Compliance with Architectural Barriers Act

§ 3.9.1 General 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, Architect shall ensure compliance with the Barriers Act. As part of the Basic Services, it is the sole responsibility of the Architect to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve Architect's design and construction documents. Architect shall participate in consultations with said authorities in order to obtain approval for such design and/or construction. As part of the Basic Services, the Architect shall obtain the Notice of Substantial Compliance for the Services from the Texas Department of Licensing and Regulation (the "TDLR"). The Architect 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 Architect's 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.

§ 3.9.2 General Submission of Construction Documents to TDLR – Architect shall mail, ship, or hand-deliver the construction documents to TDLR not later than five (5) calendar days after the Architect issues the construction documents for the Work.

§ 3.9.3 Completion of Registration Form to TDLR – Architect shall complete an Elimination of Barriers Project Registration Form for each subject building or facility within Architect's design and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Architect completes the submittal of the construction documents to TDLR.

§ 3.9.4 TDLR Approval of Construction Documents – After review of the construction documents by TDLR, the Architect shall be notified in writing of the results; however, it is the Architect's responsibility to obtain TDLR's written comments. The Architect 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. Architect shall resubmit construction documents to TDLR for review prior to the completion of construction of the Work.

§ 3.9.5 TDLR Project Inspection – Architect 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 Architect 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.

§ 3.9.6 Corrective Modifications following TDLR Project Inspection – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Architect a list of deficiencies and a deadline for completing the modifications. Architect shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Architect 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, Architect shall provide the TDLR (and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.

§ 3.9.7 TDLR Notice of Substantial Compliance – Architect will undertake all reasonable measures to ensure that TDLR issues a Notice of Substantial Compliance to the City after the newly constructed Work has had a satisfactory inspection, or Architect has submitted verification of corrective modifications.

§ 3.10 Notwithstanding any other provision of this Agreement, the following nonexclusive list constitutes "Basic Services" and do not constitute Additional Services or any other nature of services beyond or more extensive than the Basic Services or with respect to which any compensation or other payment is due by Owner to Architect other than the basic compensation provided for in Section 11.1 of the Agreement (reference 6.2, 6.3, 6.4,6.5, 6.6, 6.7):

- (a) Services rendered by Architect prior to execution of this Agreement;
- (b) Providing documents for alternative bids;
- (c) Preparing reasonable and routine Change Orders or Change Orders resulting from any deficiencies or conflicts in the Construction Documents prepared by the Architect (reference 6.2, 6.3, 6.4,6.5, 6.6, 6.7);
- (d) Providing services to observe existing site conditions or existing facilities or to verify the accuracy of drawings or other information furnished by the Owner as may be required by the Architect in performing its services;
- (e) A walk-through to observe readily visible conditions and understand the general character of the existing conditions;
- (f) At the conclusion of construction and based upon information furnished by the Contractor, preparing and furnishing to Owner a complete set of record Drawings and Specifications;
- (g) Providing usual and reasonable field representation throughout the construction process as per 3.6.2.1;
- (h) Attending Contractor/Architect coordination meetings as required by construction activity;
- (i) Preparing field observation reports;
- (j) Reviewing submittals and shop drawings from the Contractor as required by the Contract Documents and as per 3.6.4;
- (k) Reviewing the Contractor's requests for payment and other proposals;
- (l) Reviewing, making recommendations and providing certifications with respect to progress and final payments; as per 3.6.3.
- (m) The Architect and its consultants, subcontractor's, agents, employees and officers shall promptly, upon notice or discovery, during any phase of the Project, make necessary revisions or corrections of errors, ambiguities or omissions in the Drawings and Specifications without additional compensation;
- (n) Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by any fault or omission of the Architect to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as a Change in Service under this Agreement;
- (o) Using reasonable diligence and the Architect's own skill and knowledge in construction to prepare the Drawings and Specifications in a manner which attempts to meet the budget of Owner;
- (p) All Basic Services described in Article 3.

Commented [SH12]: If a contractor has a major failure of performance then this means in regards to following the requirements of the contract or construction documents. This provision appears to weaken the Owner's ability to recover costs for the Architect's reasonable additional services that might be caused by the Contractor's defects or nonconforming work, and therefore is detrimental both to the Owner and the Architect. We believe this is better defined by the basic AIA contract form and suggest that (n) be deleted.

Commented [PM13R12]: PA recommends further discussion on this comment. Not sure why BRW is looking to strike/delete.

Commented [SH14]: BRW is not proposed to have construction cost estimating responsibility and therefore this responsibility belongs to others?

Project Advocates requested alternate language that may make more sense in light of discussion of how review of estimating is anticipated to occur. Another alternative to deleting (q) might be something to the effect of:

The Architect will review construction cost estimates provided by the Owner's project management consultant, and notify the Owner if it appears based upon said estimates that the construction costs will exceed the Owner's construction budget.

Commented [PM15R14]: PA is in agreement to this statement

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner and Owner's Representative with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the unforeseen enactment or revision of codes, laws, or regulations, including changing or editing previously prepared documents or plans;
- .3 Changing or editing previously prepared documents or plans necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the documents or plans when documents or plans were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of documents or plans;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to documents or plans resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 90 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, may be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Supplemental and Additional Services listed above, or in the Architect's Proposal shall not commence until notification from Owner's Representative.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify the Owner's Representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner may change

Commented [SH16]: We understand the intent to allow an extra month beyond the typical for uncompensated services should the contractor be late. We would suggest that this not be shared with the Contractor since many contractors might interpret this as an additional month that they are allowed to take, which is not in the Owner's best interest. We have not adjusted our fee upward for this extra month of services and therefore we would be taking a loss due to the Contractor's failure to perform in timely fashion.

Commented [PM17R16]: PA takes no issue with this statement

Commented [SH18]: We would prefer that this remain as "shall" but do not insist upon it. CA phase hours and therefore costs tend to track very strongly with the construction duration, and it would be unusual if the Architect did not incur losses due to extension of the construction duration.

Commented [PM19R18]: PA recommends using "may" in lieu of "shall".

the Owner's Representative at any time. The Owner's Representative will not have authority to modify the cost, timing, or the Architect's scope of the work, unless the person is duly authorized by the City Council of the City of Anna, Texas. Person(s) with signatory authority will be provided upon request.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 The use of Owner provided data by the Architect shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of data by Owner shall not relieve the Architect from the responsibility for soliciting or conducting field surveys to verify existing conditions as specified herein.

§ 5.5 Unless otherwise established to be part of the Architect's reimbursables for this Agreement, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner, with the Architect's assistance, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner may furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner may furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's documents or plans.

§ 5.12 Intentionally deleted.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

Commented [SH20]: Suggest to delete these words, they are confusing since the surveying scope is not proposed to be provided under the Architect's scope of services. This appears to be an edit option where both options were inadvertently selected?

Commented [PM21R20]: Survey will be procured separately from the architects services.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of the labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For the purposes of this Agreement, the Project Budget is the sum of the Cost of the Work, all Architect fees and Architect consultant fees, other Owner fees and costs, equipment, Furniture Fixtures and Equipment, and contingencies.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Owner's Project Management Consultant shall include contingencies for design, bidding, and price escalation; and will work together with the Architect to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Owner's Project Management Consultant's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. The Owner's Project Management Consultant will provide detailed estimates of the Cost of the Work for the Architect's review and comment, and to inform recommendations for adjustment to the scope of the Project. Architect, Owner, and Owner's Project Management Consultant will work together to adjust the project scope and program as early in project development as possible to maintain the budget through design.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Owner's Project Management Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work. The Architect will make major adjustments to the design through 100% Design Development without additional compensation, as determined to be required to adjust to the Owner's budget.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to errors in the Owner's Project Management Consultant's 100% DD cost estimate, or due to unanticipated market conditions, the Owner shall compensate the Architect for modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction

Commented [SH22]: Project Advocates requested BRW to provide possible rewording of 6.3 and other articles indicating estimating by BRW, for the City's consideration, to align with the actual responsibilities for estimating under this contract.

Commented [PM23R22]: PA is handling the cost planning, but will require BRW's review and comments of said cost planning, coming to an "agreement" that the cost planning is as accurate as the markets and information provided allows.

Commented [SH24]: 6.5 & 6.6: Requiring the Architect to provide unlimited redesign services after project bid does not seem fair, especially since the construction cost estimating services are not provided under Architect's contract. The Architect should be able to reasonably rely upon the cost estimating of the Owner's direct consultant. This is also not in keeping with the spirit of the list of decisions made to be approved at the completion of design phases that was discussed in relation to the Responsibilities Matrix. We respectfully request to revise this to a limitation to revisions at DD phase.

Commented [PM25R24]: If BRW fails to follow the budget recommendations within their design, BRW shall bear the costs associated with redesign. BRW shall provide accurate, timely, and adequate information for the cost planning, at all intervals.

Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 OWNERSHIP OF DOCUMENTS

§ 7.1 All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Architect or any consultant pursuant to this Agreement (collectively the "Project Materials") shall become the property of Owner on completion or upon termination of this Agreement, and shall be delivered to Owner upon request. Architect fully and irrevocably assigns to Owner all copyright and other intellectual property rights to the Project Materials.

§ 7.2 Owner's unilaterally construction of additional, identical building(s) based on the architectural/engineering work of this Agreement without written agreement by the Architect shall be at Owner's sole risk. Documents prepared under this Agreement may be issued by Owner for informational purposes without additional compensation to the Architect.

§ 7.3 Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by Owner or generated by the Architect, shall be available to either party and each party shall have the right to use this work product for other purposes. Each party agrees to be responsible for any liability incurred by their use of this work product for other purposes.

§ 7.4 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of Texas law.

§ 8.1.2 To the extent permitted within the Owner's authority, and to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 Architect and Owner will strive to resolve claims. Issues not settled are to be presented in writing to the Owner for review and resolution. If the Architect's claim is rejected by the Owner, the parties shall, as a condition precedent to filing suit, attend non-binding mediation equally sharing the mediator's fees and related costs.

§ 8.1.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in a state court of competent jurisdiction with exclusive venue being in Collin County, Texas.

§ 8.2 Intentionally Deleted.

§ 8.1.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in a state court of competent jurisdiction with exclusive venue being in Collin County, Texas.

Commented [PM26]: Section 8.2 is deleted. Need discussion with CoA

Commented [PM27]: Section 8.2 has been deleted. Further discussion with CoA needed.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination when agreed to by Owner. This includes the costs attributable to the Architect's termination of consultant and sub consultant agreements already in place prior to termination notice. All such costs are limited to accepted industry standards, and in no event may such costs include consequential damages.

§ 9.7 Intentionally deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Project Materials in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS [NOTE: TO BE FURTHER DETERMINED AND THIS ARTICLE REVISED ACCORDINGLY BEFORE EXECUTION]

Commented [PM28]: PA and CoA should discuss.

§ 10.1 This Agreement shall be governed by the laws of the State of Texas.

§ 10.2 Unless otherwise expressed herein, terms in this Agreement shall have the same meaning as those in the Owner's version of the AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

10.5.1 Nothing herein shall be construed to create any express or implied contractual relationship between Owner and any of the Architect's sub consultants. This Agreement supersedes all other pre-printed or standard provision that may otherwise appear as supporting documentation or attached to this Agreement or future Amendments. This Agreement is primary and controls over any prior or supplemental agreement unless this Agreement is amended to include such other agreements to the extent set forth in any such amendment.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. At no time shall Owner have any control over Architect's services or the means, methods, sequences, procedures, or techniques of Architect in performing such services.

ARTICLE 11 COMPENSATION [NOTE: TO BE FURTHER DETERMINED AND THIS ARTICLE REVISED ACCORDINGLY BEFORE EXECUTION]

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Procurement Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 On or before the tenth day of each month during the performance of the Agreement, the Architect shall submit to Owner for approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each such Request for Payment shall set forth the amount which the Architect believes to be due for Basic Services rendered by the Architect (subsequent to the last payment by the Owner), and at the request of the Owner a detailed breakdown of the constituents of such amount, and the sum of all prior payments made by the Owner to the Architect. The Owner shall be required to review each such Request for Payment and notify the Architect of any exceptions Owner believes to be appropriate; and, within ten (30) days after the Owner's receipt of the relevant Request for Payment, Owner shall pay Architect the amount properly required to be paid in connection with such Request for Payment.

The above procedures shall be followed by the Owner and the Architect throughout the progress of the Project, with the final Request for Payment being submitted by the Architect to the Owner after completion of the Project.

At the request of the Owner, the final Request for Payment submitted by the Architect to the Owner shall be accompanied by the Affidavit of an executive officer of the Architect that such affiant believes that all services of the Architect provided for under the Agreement have been fully performed in accordance with the Agreement and that construction of the Project has been completed in accordance with the Drawings and Specifications and other Contract Documents.

Architect shall not be entitled to receive payment hereunder until Architect has provided such lien waivers, including lien waivers from Architect's consultants, detailed description of services, and sworn statements or certificates regarding Architect's services and compliance with the requirements of this Agreement as Owner may reasonably require in connection with Architect's request for payment.

Notwithstanding anything contained herein to the contrary, Owner shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Architect hereunder if anyone or more of the following conditions exist: (1) Architect is in material default of any of its obligations hereunder or otherwise in default under this Agreement or any of its Contract Documents; (2) Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, that payment shall be made as part thereof attributable to services which were performed in accordance with this Agreement; (3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Architect; or (4) Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid for a particular phase of the services of the Architect shall not be sufficient to complete such phase in accordance with the Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the services.

No partial or final payment by the Owner to the Architect is to be treated as a waiver of any of the Owner's rights.

§ 11.10.2.5 Architect shall present each month a statement of all Changes in Services rendered and reimbursable expenses incurred for the preceding month. Architect expressly waives any right to payment for any Change in Services rendered if Architect does not give written notice of its claim that the services are additional within thirty (30) days of rendering the services and if such services are not billed as a Change in Services within sixty (60) days following their rendition.

§ 11.10.2.6 Owner also shall have the right to inspect and copy all other records of the Architect relating to the Project. All of such records should be preserved by the Architect for a period of three (3) years after final payment.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS [NOTE: TO BE FURTHER DETERMINED AND THIS ARTICLE REVISED ACCORDINGLY BEFORE EXECUTION]

Commented [PM29]: PA and CoA should discuss

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 9/27/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a Project Specific Purchase Order with Teague Nall & Perkins, Incorporated, for the landscape design associated with the Anna Community Library Project in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is moving into the design development process for the Anna Community Library, and is ready to begin landscape design for the area surrounding the building. The design will be done by Teague Nall & Perkins (TNP), who completed the conceptual landscape design in the schematic phase.

The design of the adjacent plaza will be a separate contract which will be brought forward at a future meeting for approval. The overall concept showing the split between the plaza and the library landscaping is attached as Exhibit A - Site Map.

TNP has been working on the project team and is prepared to move forward with formal design as soon as the contract is executed. The contract cost is \$103,000, and funding will come from the Library Bond Funds.

FINANCIAL IMPACT:

The fee for the design is \$103,000, with funding from the Library Bond Funds.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

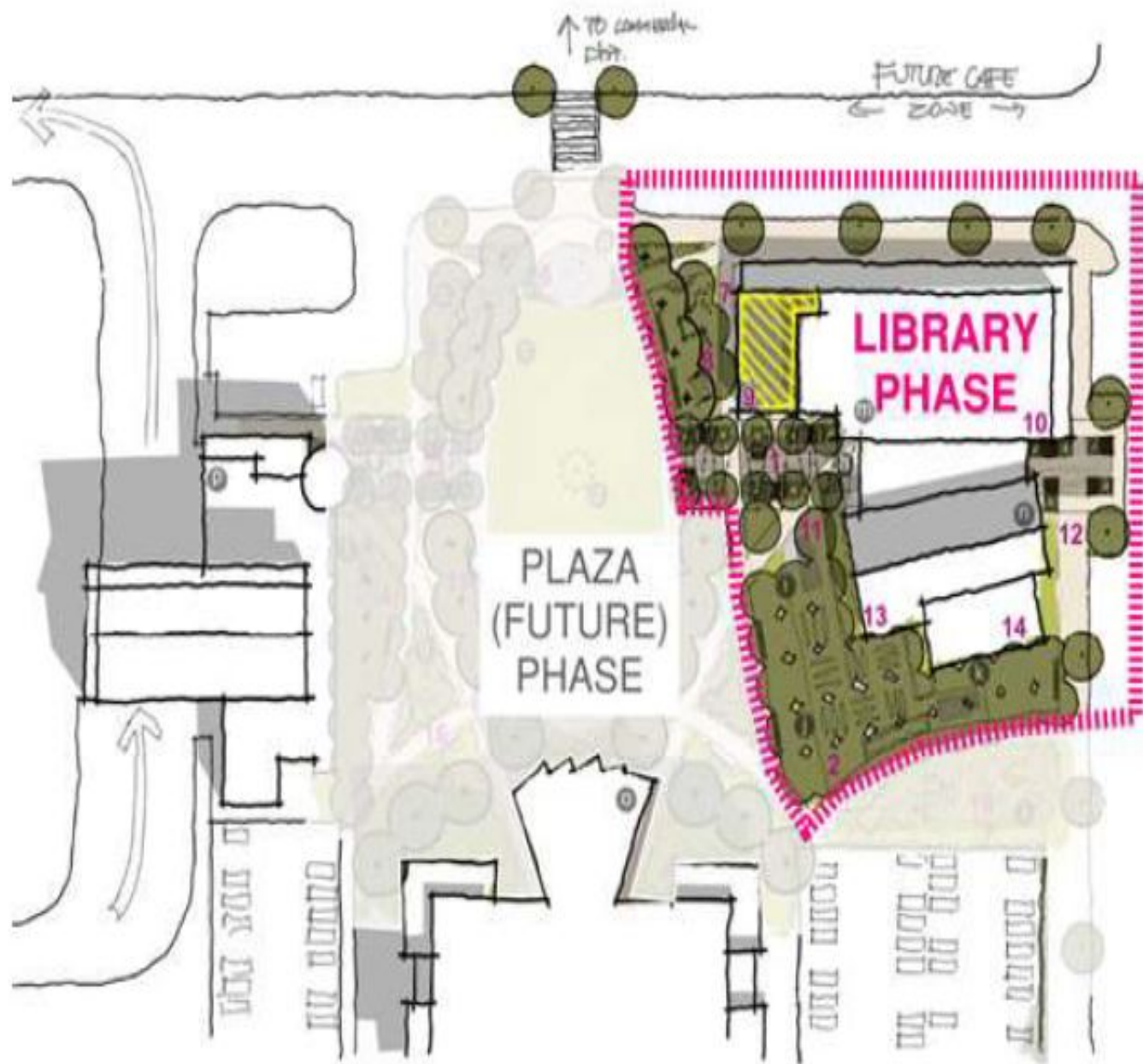
ATTACHMENTS:

1. EXHIBIT A - SITE MAP
2. RES. Professional Services - TNP

APPROVALS:

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

Created/Initiated - 9/20/2022
Final Approval - 9/21/2022



1 Plaza Feature

2 Equipment Vault

3 Community Lawn

4 Christmas Tree Mount

5 West Patio

6 Fireman's Bosque

7 Blackland Prairie

8 East Patio

9 Library Bosque

10 Hammock Hangout

11 Community Table

12 Butterfly Garden

13 Anna Community Library

14 Community Event Space

15 City Hall

16 Fire Department

17 Roof Deck



**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND TEAGUE NALL & PERKINS, INCORPORATED, FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES RELATED TO THE ANNA COMMUNITY LIBRARY, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May of 2021 Anna neighbors approved \$22,000,000 in 2021 Bond Funds for the construction of a new public library in the City of Anna, Texas; and,

WHEREAS, the landscaping improvements are a key component to the Library project, which is a capital project identified in the City of Anna Strategic Plan to redevelop and energize downtown Anna; and,

WHEREAS, Teague Nall & Perkins was pre-selected in the City of Anna multi-disciplinary Request for Qualifications process completed last year; and,

WHEREAS, the City is seeking to contract with Teague Nall & Perkins for landscape architecture professional services pertaining to the project; and,

WHEREAS, the services provided by Teague Nall & Perkins will be funded through 2021 Bond Funds; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

- A. That the funding shall be \$103,000 in 2021 Bond Funds.
- B. That the City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Teague Nall & Perkins for the scope of services identified in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"



AUTHORIZATION FOR PROFESSIONAL SERVICES (FIXED FEE)

PROJECT NAME: Anna Library CD Phase
TNP PROJECT NUMBER: ANN 22239
CLIENT: City of Anna, Attn: Dalan Walker
ADDRESS: 111 North Powell Pkwy
Anna, TX 75409

City of Anna, Texas (the CLIENT) hereby requests and authorizes Teague Nail and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Provide design, construction document, and construction phase services for a new Library in Anna, TX. A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be based on the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of \$103,000.00 (One Hundred Three Thousand Dollars) as listed in Attachment A, which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.
- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
 - 1. Work beyond the project limits shown in Attachment 'E'
 - 2. Zoning applications, zoning exhibits
 - 3. Attendance at or preparation of exhibits for meetings beyond what is listed in Attachment 'A'.
 - 4. 3D Renderings
 - 5. Site infrastructure strategies for stormwater and grading concepts.
 - 6. Detailed parking studies beyond the project limits



7. Participation in real property acquisition;

Upon authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the number of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'C' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'C-1'.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A design schedule as defined in Attachment 'D' and made a part hereto.

Article IV

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.



Approved by CLIENT:
(City of Anna)

By:

Title:

Date:

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:

A handwritten signature in blue ink, appearing to read 'Nicholas Nelson', is written over a horizontal line.

Nicholas Nelson

Title:

Director of Landscape Architecture

Date:

August 23, 2022

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-665-7136
Contact: Nick Nelson





CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 158, MC-258, Austin, Texas 78753, (512) 298-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the TNP, Inc. harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse TNP, Inc. for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that TNP, Inc. was negligent in the performance of its duties and obligations, and that TNP, Inc.'s negligence was the direct cause of damage to a property downstream of the Project.

19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

Project Name: Anna Library CD Phase
Client: City of Anna
TNP Project #: ANN 22239

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES



Teague Nall and Perkins, Inc., (Consultant) shall render the following professional services (BASIC SERVICES) necessary for the development of the project.

1. **LANDSCAPE ARCHITECTURE ASSUMPTIONS & EXCLUSIONS:** Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

Assumptions:

- Area of work is as shown in "Attachment E"
- Detailed design survey to be provided by client.
- The work includes the design and detailing of items labeled "Library Phase" in the Master Plan presented to Council on July 26, 2022, including these areas:
 - Bosque of trees
 - Custom play area for children
 - Pedestrian walks and plazas including the eastern patio (on the west side of the library) as illustrated in the "Library Phase" of the Master Plan
 - Streetscape areas (defined as from the back of curb to building face) along the north and east sides of the library as illustrated in the "Library Phase" of the Master Plan
 - Rooftop planters on the upstairs library roof deck
 - General landscape areas per "Attachment E"
- The Landscape Architecture scope includes plans, details, notes, and specifications for each of the programmed items listed above, to be illustrated in these plans:
 - Hardscape Plan for all pedestrian areas
 - Landscape Planting Plan for all plant material
 - Playground Design for all play area equipment and surfaces
 - Irrigation Plan for all irrigation heads, pipe, equipment, and controllers
 - Roof Deck Plan showing all planters, plants, and irrigation for this area. Structural Engineering and Waterproofing is excluded. See "ROOF DECK" section below.
- The Consultant will coordinate with the Civil, Electrical, and Structural Engineers as follows:
 - Design Intent Grading-- The Consultant will provide grading design intent through Design Development to the Owner's Civil Engineer who will develop detailed grading plans.
 - Illumination Design – through Design Development only and does not include electrical engineering for light fixtures or structural engineering for footings for lighting elements. The



Consultant will work with the project team to develop a schematic lighting plan to include fixture selection, and the Owner's electrical engineer will complete the drawings and specifications for bid.

- OPCC – Provide review and coordination of Project Advocates (PA) opinion of probable construction cost.
- Structural Engineering details for the park elements as identified in schematic design.
- Project construction budget for site improvements is assumed to be approximately \$1,200,000.00 based on preliminary cost opinion provided by PA.

Not included in this item:

- Any work beyond the back of curb such as parking areas or streets. The parking and street areas will be addressed under a separate contract, once the Parking and Street area Master Plan is complete.
- Presentations, documents, or plans required for "Special Exceptions", Variances, or Zoning changes required by the architectural or civil design solutions chosen by the Owner.
- Multiple design alternatives beyond those described in Basic Services or significant site plan revisions following acceptance at each given phase of review documents.
- Water feature design of any kind.
- Irrigation systems utilizing reclaimed water that require pumps, tanks, filters, or associated controls.
- Site signage and/or signs for buildings and vehicular circulation.
- Survey, Subsurface Utility Location, or Engineering Services of any kind.
- LEED or SITES pursuit.
- Footings for light poles, shade structures, monuments or retaining walls over 36" in total height or retaining walls less than 36" in height with significant surcharge.
- Formal TDLR/TAS/ADA reviews and submittals.

2. **COORDINATION MEETINGS & SUBMITTALS:** A Landscape Architect from Consultant will attend virtual meetings and or presentations to coordinate with other team members and the owner during the design phase. Plans and specifications will be submitted as outlined below for Owner and/or governmental review.

Included in this item (based upon project and meeting schedule provided by PA):

- Up to 20 virtual team coordination meetings.
- Up to 11 in-person team coordination meetings.
- Up to 4 in-person presentations to council at SD and DD phases.

- PDF drawing submittals (one each at the milestones listed below):
 - Schematic Design (SD) review submittal.
 - Design Development (50% DD) review submittal.
 - Design Development (100% DD) review submittal.
 - Construction Document (50% CD) review submittal.
 - Construction Document (90% CD, Permit Package) submittal. Includes one round of City comments.
 - For Construction (100% CD) submittal.

Not included in this item:

- Submittals for multiple early release permit drawings exceeding the total plan submittals described above.
- Splitting the project into multiple phases or bid packages.

3. **LANDSCAPE ARCHITECTURE/HARDSCAPE PLANS:** Consultant will provide a Landscape Architecture Design services that consists of hard surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, selection and location of ornamental light fixtures, pedestrian handrails, exterior stairs and ramps, site furniture, fencing, mow curbs, shade structures and seat walls/retaining walls less than 36" in height.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Up to three (3) team design meetings to coordinate hard surface design elements. If landscape planting is a part of the scope, these are not separate design meetings.
- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, elevations, or three-dimensional aspects of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.
- Design Development: One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment, one (1) Grading and Drainage Plan depicting direction and location of site drainage for exterior spaces outside of the parking lots and vehicular circulation that will be passed along and coordinated with the Civil Engineer's site grading and drainage plan and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
- Construction Documents: Plans to include layout, grading, and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.
- Coordination with the Civil Engineer to connect landscape drainage structures and features into the overall site drainage plan.
- Coordination with the Architect in relation to the enhancements at entryways in relation to material, grades and amenities.
- Coordination with Structural Engineer related to shade structures and footings, if required.

Not included in this item:

- Retaining wall design for walls over 36" in total height, or with surcharges.
- Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
- Soil testing.
- Fountain, pond, or specialty water feature design. If one of these should be requested, it can be provided as an additional service.
- LEED pursuit.

4. **LANDSCAPE PLANTING PLANS:** Consultant will provide a Landscape Planting Plan that consists of selection and location of ornamental plantings, street or site shade trees, turf, mulches, and associated items.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Schematic Design: One (1) approved schematic plan submittal for client review and coordination. One (1) image board depicting proposed plant materials and ornamental mulches/groundcovers.
- Design Development: Plans to include one (1) Planting Plan depicting locations of plants with associated notes, quantities, and schedules. One (1) Planting Details Plan depicting soil preparation and amenities prepared as a part of this item.
- Construction Documents: Plans to include planting and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Planting Plans.
- Coordination with the Civil Engineer for any required grading of an ornamental nature to be included into the overall site grading plan.
- Coordination with the Architect in relation to required sleeves for draining enclosed or raised planting structures.
- Coordination with Structural Engineer related to allowable plantings and soil preparation adjacent to structural footings and slabs.

Not included in this item:

- Paving, structural planters, walls, furniture, irrigation, and other inorganic site elements.

5. **PLAYGROUND DESIGN:** Consultant will provide design plans and specifications for a custom playground design including selected playground manufacturer's products and the accessible surfacing pertaining to it.

Included in this item:

- Coordination with the Civil Engineer for sizing and connections of the subsurface drainage system as needed.
- One (1) approved playground plan
- One (1) plan showing the playground concrete sub-surface.
- One (1) plan showing dimensional layout of the rubberized playground surface and its integral markings.
- One (1) plan showing drainage for the playground surface.
- One (1) plan showing patching of the landscape surrounding the construction and improvements with methods of irrigation.
- Water connections, if requested, for surface wash down.
- Specifications and construction details for installation.

Not included in this item:

- Hardscape plans of surrounding improvements.

6. **LANDSCAPE IRRIGATION PLANS:** Consultant will provide a Landscape Irrigation Plan that consists of a fully automated irrigation system to service plantings on the site as required.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Schematic Design: One approved (1) schematic plan submittal for client review and coordination. Plan will depict only location of water source, routing of main water service line, proposed irrigation type for each location (i.e., drip, spray, rotor, temporary) and list of proposed manufacturers.
- Design Development: Plans to include one (1) Irrigation Plan depicting locations of all irrigation components, including controllers, main lines, valves, heads, and specialty items.
- Construction Documents: Plans to include Irrigation Plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules, pipe sizing, notes, and technical installation details. Technical specifications will be prepared for irrigation components.
- Coordination with the Civil Engineer to pass along requested tap location(s) and meter placement.
- Coordination with the Architect in relation to required sleeves for irrigation service access to enclosed or raised planting structures, or through walls and footings.
- Coordination with Structural Engineer related to allowable irrigation adjacent to structural footings and slabs.
- Coordination with the Civil Engineer to assure that sleeves for irrigation system are accounted for on the plans.
- Coordination with the Electrical Engineer to provide electrical service to the irrigation controller.

Not included in this item:

- Pump systems and filters required for use of non-potable water and storm water recapture. These services can be provided as a Special Service.

7. **ROOF DECK DESIGN:** Consultant will provide a Landscape Architecture Plan that consists of an amenity deck of approximately 2,250 square feet. Elements typically include deck/paving design and planters, waterproofing coordination, selection and location of ornamental light fixtures, pedestrian handrails, exterior stairs and ramps, site furniture, fencing, shade structures and seat walls/retaining walls less than 36" in height.

Included in this item:

- Concept Design: Two (2) Conceptual Plan renderings for client review. Concepts may be hand or digitally drawn and will be in color. Client comments will be incorporated into Schematic Design.
- Schematic Design: One approved (1) Schematic Plan submittal for client review and coordination. One (1) image board depicting proposed materials and design theme options. One (1) board depicting critical sections, elevations, or three-dimensional aspects of the design necessary to demonstrate design intent.
- Design Development: Plans to include one (1) Layout Plan depicting horizontal alignment, one (1) Grading and Drainage Plan depicting direction and location of deck drainage including proposed spot grades, one (1) Planting Plan for pots and any raised planters, one (1) Irrigation Plan showing connection points and methods of irrigation, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item.
- Construction Documents: Plans to include layout, grading, planting, irrigation, and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape



- Architectural Plans.
- Coordination with Electrical Engineer to provide plan location of ornamental lighting along with requested fixture types, locations, and finishes.
- Coordination with the MEP Engineer to connect landscape drainage structures and features into the roof drainage plan.
- Coordination with the MEP Engineer or pool contractor in relation to his design for pool equipment and MEP pump and filter systems.
- Coordination with the Structural Engineer for the pool size and locations for incorporation into the structural framing, planter wall connections, shade structures or other connections requiring a connection to the building frame.
- Coordination with the Architect in relation to the enhancements at entryways in relation to material, grades, and amenities.
- Coordination with Prime Consultant's waterproofing consultant to account for systems in the exterior pool/amenity deck design elements.

Not included in this item:

- Retaining wall or parapet wall design for walls over 18" in height from the walking surface.
- Pool MEP systems. Landscape architect will provide size, shape, sections and materials for the pool only. Remaining detail code compliance issues by others.
- Detailed waterproofing design or systems.

8. **LANDSCAPE ARCHITECTURE BID PHASE SERVICES:** During the Bid Phase, Consultant will be available to provide coordination as required with prospective bidders. This may include answering pre-bid RFI's, issuing design revisions as addenda or attendance at a pre-bid conference or scoping session.
9. **LANDSCAPE CONSTRUCTION ADMINISTRATION:** Consultant will provide limited Construction Administration services by processing shop drawings and product submittals, responding to RFIs, and issuing supplemental instructions if required related to the work shown on the Landscape Architecture Plans. Submittals not required by the contract documents or not related to plans developed by the Landscape Architect will not be reviewed.

At the Client's request, a representative will attend up to 5 (five) Owner/Architect/Contractor (OAC) project coordination meetings during construction. At the request of the Owner, and in conjunction with the OAC meetings, Consultant will visit the site at critical junctures during site construction up to 5 (five) times.

Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- Consultant shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Consultant have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.



- Consultant neither guarantees the performance of the Contractor nor assumes responsibility for the
 - Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - Consultant shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
 - Consultant shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
 - While at the Site, Consultant's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Consultant has been informed in writing.
10. **REIMBURSABLE EXPENSES:** Included in this item are usual and customary expenses normally incurred during this type of project. These could include travel expenses, courier delivery charges, overnight delivery charges, copies of deeds, copies of existing plans and/or maps, photocopies, printing, and reproduction (either in-house or by reproduction company). Application, review and filing fees are not included in this item. A copy of our "Standard Billing Rates for In-House Reimbursable Charges" is attached for your reference.
11. **RECORD DRAWINGS:** Based on project construction records, maintained, and provided by the Contractor, Consultant will prepare final Record Drawings of the referenced project in conformance with City requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is *not* included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

ATTACHMENT 'B' COMPENSATION



The services described in Attachment A Scope of Services shall be provided for a total lump sum fee of \$103,000.00 (One Hundred Three Thousand Dollars). The overall fee total shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT on a monthly basis, based upon percentage completed for each task. Below is a fee breakdown by task for the services described in Attachment A Scope of Services:

ANNA COMMUNITY LIBRARY

Task	Fee
<i>Landscape Architecture Design Services</i>	
Hardscape Design	
Planting Design	
Playground Design	
Irrigation Design	
Terrace and Roof Deck Design	
Subtotal	\$ 82,500.00
<i>Construction Services</i>	
Bid Phase	
Construction Administration	
Reimbursable Expenses	
Record Drawings	
Subtotal	\$ 20,500.00
Total Fee for Services	\$103,000.00

ATTACHMENT 'C' STANDARD RATE SCHEDULE

Effective January 1, 2021 to December 31, 2022



Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$230
Team Leader	\$230
Senior Project Manager	\$220
Project Manager	\$175
Senior Engineer	\$230
Project Engineer	\$160
Engineer III/IV	\$135
Engineer I/II	\$125
Landscape Architect / Planner	\$160
Landscape Designer	\$120
Senior Designer	\$140
Designer	\$130
Senior CAD Technician	\$125
CAD Technician	\$110
IT Technician	\$170
Clerical	\$80
ROW Manager	\$190
Senior ROW Agent	\$160
ROW Agent	\$125
Relocation Agent	\$160
ROW Admin	\$70
Intern	\$70
Surveying	Hourly Billing Rate
Survey Manager	\$230
Registered Professional Land Surveyor (RPLS)	\$195
Field Coordinator	\$140
S.I.T. or Senior Survey Technician	\$140
Survey Technician	\$110
1-Person Field Crew w/Equipment**	\$145
2-Person Field Crew w/Equipment**	\$175
3-Person Field Crew w/Equipment**	\$200
4-Person Field Crew w/Equipment**	\$220
Flagger	\$50
Abstractor (Property Deed Research)	\$90
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$400
Terrestrial Scanning Equipment & Crew	\$250

Hourly



Utility Management, Utility Coordination, and SUE		Billing Rate
Senior Utility Coordinator		\$165
Utility Coordinator		\$150
SUE Project Manager		\$190
SUE Engineer		\$170
Field Coordinator		\$140
Sr. Utility Location Specialist		\$140
Utility Location Specialist		\$90
1-Person Designator Crew w/Equipment***		\$145
2-Person Designator Crew w/Equipment***		\$170
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)		\$275
Core Drill (equipment only)		\$750 per day
		\$1,25
SUE QL-A Test Hole (0 < 4 ft)	0	each
		\$1,50
SUE QL-A Test Hole (> 4 < 6 ft)	0	each
		\$1,75
SUE QL-A Test Hole (> 6 < 8 ft)	0	each
		\$2,00
SUE QL-A Test Hole (> 8 < 10 ft)	0	each
		\$2,25
SUE QL-A Test Hole (> 10 < 12 ft)	0	each
		\$2,50
SUE QL-A Test Hole (> 12 < 14 ft)	0	each
		\$2,75
		Hourly Billing Rate
Construction Management, Construction Engineering, and Inspection (CEI)		
Construction Inspector II		\$100
Construction Inspector III		\$110
Senior Construction Inspector		\$130
Construction Superintendent		\$180
Senior Project Manager		\$220

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2021 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.



ATTACHMENT 'C-1'
SAMPLE INVOICE

Teague, Nail & Perkins, Inc.
5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

CLIENT Name
Contact Person
Address

Invoice number
Date

Project Name
Contract No.

Professional services rendered for the month ending _____

FIXED FEE

<u>Description</u>	<u>Contract Budget</u>	<u>% Complete to Date</u>	<u>Total to Date</u>	<u>Amount Previously Billed</u>	<u>Current Billed</u>
Basic Services	100,000.00	50.00	\$50,000.00	\$10,000.00	\$40,000.00
Fixed Fee Subtotal	\$100,000.00	50.00	\$50,000.00	\$10,000.00	\$40,000.00

HOURLY OR ADDITIONAL SERVICES

<u>Employee Category</u>	<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	CAE	9.00	\$175.00	\$1,575.00
RPLS	TWS	1.00	\$195.00	\$195.00
Senior Survey Technician	MOH	1.00	\$140.00	\$140.00
Survey Technician	EWV	2.00	\$110.00	\$220.00
Team Leader	JMB	0.25	\$230.00	\$57.50
1-Person Field Crew	JWW	2.50	\$145.00	\$362.50
2-Person Field Crew	JWW	4.00	\$175.00	\$700.00
Labor Subtotal				\$3,250.00
3% Expenses Fee				\$97.50
Hourly Subtotal				\$3,347.50

Invoice total **\$43,347.50**



ATTACHMENT 'D' **PROJECT SCHEDULE**

TNP is prepared to begin work immediately upon receipt of a signed copy of the proposal. We will endeavor to meet PA's published schedule.

ATTACHMENT 'E' PROJECT LOCATION

The area labeled "Library Phase" below illustrates the scope of the work:

