

AGENDA



City Council Meeting

Tuesday, November 12, 2024 at 7:00 PM

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

The City Council of the City of Anna will meet on 11/12/2024 at 7:00 PM in 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. 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.

3. 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. Neighbor Academy Recognition (Assistant to the City Manager Kimberly Winarski)
- b. Proclamation - Aubrey Murphy Day
- c. Proclamation - Mayoral Red Kettle Challenge for 2024

4. Work Session.

- a. Discussion on Article 9.07 Tree Preservation Ordinance (Director of

Development Services Stephanie Scott-Sims)

- b. Presentation and Discussion of Neighborhood Drainage Policy Considerations. (Assistant City Manager Greg Peters, P.E.)

5. **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 October 22, 2024. (City Secretary Carrie Land)
- b. Approve the Quarterly Investment Report for the Period Ending September 30, 2024. (Director of Finance Aimee Ferguson)
- c. Approve an Ordinance approving the Tax Year 2024 Tax Roll. (Budget Manager Terri Doby)
- d. Approve a Resolution regarding the Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014) (Director of Development Services Stephanie Scott-Sims)
 - e. Approve a Resolution authorizing the City Manager to execute the First Amendment to the Development Agreement by and between the City of Anna, Texas, and Anna 31 Retail, LP. (Assistant City Manager Greg Peters, P.E.)
 - f. Approve a Resolution authorizing the City Manager to execute a Parkland Development Reimbursement Fee Agreement by and between the City of Anna, Texas, and Meryl Street, LP. (Park Planning & Development Manager Dalan Walker)
 - g. Approve a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement Agreement with Meryl Street, LP. (City Engineer Wes Lawson, P.E.)
 - h. Approve a Resolution authorizing the purchase of a diesel generator for Fire Station Number 2. (Director of Public Works Steven Smith)
 - i. Approve a Resolution authorizing the City Manager to execute purchase orders for the purchase of heavy equipment for utility maintenance and operations in the City of Anna Public Works Department. (Director of Public Works Steven Smith)
 - j. Approve a Resolution authorizing the City Manager to execute change orders for the Collin Pump Station Ground Storage Tank No. 2 project. (Assistant City Manager Greg Peters, P.E.)
 - k. Approve a Resolution Authorizing the Purchase of Networking Equipment for the Anna Community Library. (IT Manager Chris Talbot)

6. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on Board Member Appointments to the Board of Adjustment. (Interview Committee)
- b. Consider/Discuss/Action on Board Member Appointments to the Economic Development Corporation and Community Development Corporation Boards. (Interview Committee)
- c. Consider/Discuss/Action on Board Member Appointments to the Neighbor Engagement and Inclusion Advisory Board. (Interview Committee)
- d. Consider/Discuss/Action on Board Member Appointments to the Parks and Recreation Advisory Board. (Interview Committee)
- e. Consider/Discuss/Action on Board Member Appointments to the Planning and

Zoning Commission. (Interview Committee)

- f. Consider/Discuss/Action on Votes for Collin Central Appraisal Districts Board of Directors Election. (City Secretary Carrie Land)

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

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.

- 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.
- 9. **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 the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 11/8/2024.

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda. Notwithstanding the foregoing or any other statement in this Agenda, the Council shall not take action on any item until after providing opportunity for public testimony under the "Neighbor Comments" item or after any public hearing held under applicable law.
2. The Council reserves the right to retire into closed 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. 3.a.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Neighbor Academy Recognition (Assistant to the City Manager Kimberly Winarski)

SUMMARY:

This item is to recognize the 6th cohort of Anna's Neighbor Academy program.

FINANCIAL IMPACT:

Funding for this item was appropriated in the FY2024 City Manager's Office budget in the amount of \$2,000.

BACKGROUND:

Anna's Neighbor Academy is a program designed for neighbors to learn more about the City and ways to become more involved in local government. Each cohort includes neighbors who are either new to civic engagement or have been actively volunteering in their neighborhood or with the City. This ten-session academy takes neighbors "behind the scenes" of City operations, programs, and initiatives. Participants will also be empowered to take action by planning and completing a community service project at the end of the program.

Graduating this fall are 14 members of the Anna community: Ivan Blas, Joanna Blas, Allison Checkoway, Jeff Crews, Kati Crews, Edward Culham, Aquita DeJarnette, LaMarr Dillingham, Lauren Goff, Tom Longmire, Tianeaka (Ty) Moss, Jeff Petry, Robbie Sell, and Jessica Walden.

Each participant embarked on this journey with a commitment to better understand our community's governance, public safety, city development, and civic responsibilities. This group of neighbor academy participants attended presentations from every city department, participated in a Mock Planning and Zoning Commission meeting, and are in the process of completing a community project focused on upgrading our Block Party Trailer to bring more community members together. Thus far, 29 graduates have gone on to sit on boards or commissions. Others serve as volunteers and active leaders in the community.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:



Item No. 3.b.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Carrie Land

AGENDA ITEM:

Proclamation - Aubre' Murphy Day

SUMMARY:

Mayor Cain to present a Proclamation to Aubre' Murphy for her WarPaint Project.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

For the past five years, Aubre' Murphy has served well over 400 Cancer Warriors, including Anna's own neighbors and others in further reaching communities. Her nonprofit The WarPaint Project's mission has been to support women, mothers, husbands and children who are fighting cancer by creating commissioned artworks designed by family and friends, completely free of charge, as a gift for their, Warrior of cancer.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:

1. Proclamation WarPoint Project

City of Anna, Texas
Proclamation

AUBRE' MURPHY DAY

WHEREAS, For the past five years Aubre' Murphy has served well over 500 Cancer Warriors including Anna's own neighbors and others in further reaching communities; and

WHEREAS, Her nonprofit "The WarPaint Project's" mission is to support women, mothers, husbands and children who are fighting cancer by creating commissioned artworks designed by family and friends completely free of charge, as a gift for their warrior of Cancer; and

WHEREAS, Aubre' stands in the background of women who will fight to survive a life many of us take for granted; and

WHEREAS, Real women, sisters, mothers, daughters, wives, and friends, Warriors, 100% of the time have nominated every warrior that Aubre' has commissioned; and

WHEREAS, Paintings are roughly two foot square with museum quality paint so it lasts forever along with a Warrior giftbox filled with handmade items all in the spirit of supporting one Warrior; and

WHEREAS, Paintings are placed on bedsides to give comfort and hope to every warrior;

WHEREAS, Aubre' and The WarPaint Project believes that having cancer is life changing, life altering, and sometimes life threatening, and that no one in Anna should fight cancer alone.

Now, I Pete Cain, Mayor of the City of Anna, do recognize November 12, 2024 as

AUBRE' MURPHY DAY

in Anna, Texas and urge all citizens to recognize this day by dedicating ourselves to the task of improving the quality of life for all families affected by cancer.

*In witness, whereof I have hereunto set my hand this
12th day of November 2024 and called this seal to be
affixed.*

Pete Cain, Mayor



Item No. 3.c.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Ryan Henderson

AGENDA ITEM:

Proclamation - Mayoral Red Kettle Challenge for 2024

SUMMARY:

The Salvation Army provides important services to the community, including recreational activities for active adults; support for men, women, and children experiencing poverty; a food pantry; and financial assistance to help families pay rent and utility bills.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:

1. Proclamation Mayoral Red Kettle

Proclamation

by the

Mayor of the City of Anna, Texas

To all to whom these presents shall come,

Greetings:

WHEREAS, The operations of The Salvation Army are supervised by trained, commissioned officers. They proclaim the gospel and serve as administrators, teachers, social workers, counselors, youth leaders, and musicians. These men and women have dedicated their lives completely to service; and

WHEREAS, Nearly 500 people of all ages dedicated to volunteering their time, talents, and resources to meet human needs without discrimination through The Salvation Army of McKinney. Where volunteers are critical partners in helping fulfill their promise to America of “Doing the Most Good”; and

WHEREAS, In McKinney, The Salvation Army provides important services to the community, including recreational activities for active adults; support for men, women, and children experiencing poverty; a food pantry; and financial assistance to help families pay rent and utility bills; and

WHEREAS, These services are provided free of charge to the people who are served. The only way this is possible is through the financial support of local citizens who give through various channels, not the least of which is The Salvation Army’s annual red kettle campaign; and

WHEREAS, To reach their red kettle goal of \$100,000 for this year’s holiday campaign, The Salvation Army is seeking volunteers to fill the more than 1,000 three-hour shifts as bell ringers. The average volunteer bell ringer brings in over \$50 an hour for the cause;

NOW, THEREFORE, I, Pete Cain, Mayor of the City of Anna, Texas, do hereby declare and proclaim the 2024 holiday season in Anna as

“THE SALVATION ARMY, LEADING THE FIGHT FOR GOOD”

and urge all citizens to go to RegisterToRing.com and pick a day, time, and location to volunteer as a bell ringer for The Salvation Army between Thanksgiving and Christmas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Anna, Texas to be affixed this the 12 day of November, 2024.

PETE CAIN, MAYOR

ATTEST:
CARRIE L. LAND, CITY SECRETARY

BY: _____



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Discussion on Article 9.07 Tree Preservation Ordinance (Director of Development Services Stephanie Scott-Sims)

SUMMARY:

This item is to provide the City Council with information regarding Article 9.07 Tree Preservation Ordinance of the City of Anna Code of Ordinances.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Tree Preservation Ordinance is located in Article 9.07 of the Planning and Development Regulations of the City of Anna Code of Ordinances. The Tree Preservation Ordinance was most recently adopted on August 8, 2023 (Ordinance 1066-2023-08). Staff will present an overview of the existing ordinance requirements, and are prepared to work with the City Attorney to begin the process of drafting any changes requested by the City Council.

STRATEGIC CONNECTIONS:

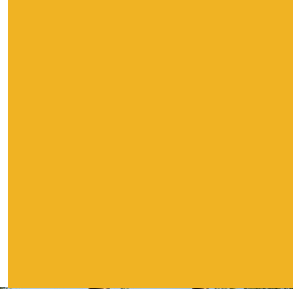
This item has no strategic connection.

ATTACHMENTS:

1. Workshop - Tree Preservation Ordinance
2. Zoning Ordinance - Article 9.04.045 Landscaping
3. Tree Preservation Ordinance - Article 9.07 Tree Preservation & Appendices

THE CITY OF **Anna**

Workshop – Tree Preservation
City Council
November 12, 2024



Overview

- Ordinance Purpose & Administration
- Protected Tree Species
- Tree Removal Process
- Tree Replacement
- Approved Trees for New Planting
- Tree Mitigation
- Maintenance and Enforcement
- Next Steps



Sec. 9.07.001 Purpose

The purpose of Article 9.07 Tree Preservation is to accomplish the following:

- To encourage preservation and protection of existing quality trees and/or trees of historic value.
- To encourage ecological stabilization through urban forest management.
- To acknowledge that trees and landscaping add value to property and are of general benefit to the city and its residents.
- To define reasonable protective measures.
- To protect healthy protected quality trees and to preserve and promote the appearance and rural heritage of the city.
- To protect and preserve native and specimen vegetative species, prevent damage and unnecessary removal during the land development and construction processes.
- To prohibit indiscriminate clear-cutting.



Sec. 9.07.002 Administration

- Tree Removal Permits: The Landscape Administrator issues tree removal permits for the "critical alteration of a protected quality tree and/or specimen tree."
- Grievances: Appeals of decisions made by the Landscape Administrator are heard by the Board of Adjustment.
- Waivers: Applications for a waiver from the tree preservation ordinance are reviewed by the Tree Board (P&Z) and a recommendation is made to the City Council.
- Non-substantive Changes: The Landscape Administrator is authorized to work with applicants to make non-substantive changes to approved plans.



Protected Quality Tree Species

- List is in Appendix "1"
- 50 different species on the protected list
- 35 are native species, including:
 - Black Hickory
 - Bald Cypress
 - Blackjack Oak
 - Live Oak
 - Pecan
 - Texas Persimmon

PLANNING AND DEVELOPMENT REGULATIONS		ANNA CODE	
City of Anna			
APPENDIX 1. LIST OF QUALITY TREES			
*** indicates Texas native plants; information on *** trees may be found at: http://aggie-horticulture.tamu.edu/ornamentals/natives/indexcommon.htm			
The list below is inclusive of all improved varieties of the listed trees. In addition, trees not listed may be approved as quality trees at the discretion of the landscape administrator or designee.			
Austrian Pine	Pinus nigra (up to 40 ft.)	*Pecan	Carya illinoensis (to 90 ft.)
Afghan (Eldarica) Pine	Pinus eldarica (up to 40 ft.)	*Redbud	Cercis canadensis (15-20 ft.)
American Elm	Ulmus americana	*Shumard Red Oak	Quercus shumardii (to 120 ft.)
*Bitternut Hickory	Carya cordiformis (over 40 ft.)	*Sawtooth Oak	Quercus acutissima (50-60 ft.)
*Black Hickory	Carya buehl (over 40 ft.)	Shantung Maple	Acer truncatum (25-30 ft.)
*Bald Cypress	Taxodium distichum (over 40 ft.)	*Southern Magnolia	Magnolia grandiflora (to 40 ft.)
*Bur Oak	Quercus macrocarpa (over 40 ft.)	Sweet Gum	Liquidambar styraciflua (30-40 ft.)
*Blackjack Oak	Quercus marilandica (over 40 ft.)	*Texas Madrone	Arbutus xalapensis (to 40 ft.)
*Bigelow Oak	Quercus durandii var. brevifolia (up to 40 ft.)	*Texas Redbud	Cercis canadensis var. texensis (to 20 ft.)
*Common Persimmon	Diospyros virginiana (30-40 ft.)	*Texas Persimmon	Diospyros texana (to 20 ft.)
*Chinquapin Oak	Quercus muhlenbergii (50-90 ft.)	*Texas Ash	Fraxinus texensis (to 50 ft.)
*Chittamwood	Sideroxylon lanuginosum (to 25 ft.)	*Texas Red Oak	Quercus texana (to 75 ft.)
*Cedar Elm	Ulmus crassifolia (up to 90 ft.)	*Western Soapberry	Sapindus drummondii (to 30 ft.)
Chinese Pistachio	Pistacia chinensis (30-40 ft.)	*Yaupon Holly	Ilex vomitoria (not dwarf form) (8-12 ft.)
Chaste Tree	Vitex agnus-castus (15 ft.)		
Crape Myrtle	Multiple varieties (various heights)		
*Desert Willow	Chilopsis linearis (20 ft.)		
*Dolan Falls White Oak	Quercus polymorpha		
*Eve's Necklace	Sophora affinis (15-35 ft.)		
Green Ash	Fraxinus pennsylvanica		
*Gregg's Ash	Fraxinus greggii (20 ft.)		
Goldenrain Tree	Koelerutera paniculata (30-40 ft.)		
Japanese Maple	Acer palmatum (6-25 ft.)		
Lacebark (Drake) Elm	Ulmus parvifolia 'Drake'		
*Little Gem Magnolia	Magnolia grandiflora (15-30 ft.)		
*Leland Cypress	Cupressocyparis leylandii (30-40 ft.)		
*Lacey Oak	Quercus glaucoidea (35 ft.)		
*Live Oak	Quercus virginiana (20-50 ft.)		
Mary Nell Holly	Ilex x 'Mary Nell' (10-15 ft.)		
*Mexican Redbud	Cercis canadensis var. mexicana (10-15 ft.)		
Mexican Plum	Prunus mexicana (up to 25 ft.)		
*Mohr Oak	Quercus mohriana (20 ft.)		
*Nogalito	Juglans microcarpa (20-30 ft.)		
Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens' (20-30 ft.)		
*Post Oak	Quercus stellata (to 80 ft.)		
*Possum Haw Holly	Ilex decidua (8-12 ft.)		

(Ordinance 220-2005 adopted 7/28/05; 2008 Code, pt. III-F, app. A; Ordinance 796-2018, app. A, adopted 12/11/18; Ordinance 1063-2023-07 adopted 7/25/2023)



Sec. 9.07.003 Tree Removal Application

A tree removal application is required:

- Prior to critical alteration of one or more protected quality trees where the removal of these trees is not related to a construction project requiring development approval.
- Prior to any building, paving, grading, or construction of a single-family or duplex residential subdivision or associated public improvement concurrently with a preliminary or final plat.
- Prior to any paving, grading, or construction of any nonresidential and/or multi-family residential development, concurrently with a preliminary site plan or site plan.
- As authorization to critically alter trees on a site for which a tree removal application is required.



Sec. 9.07.003 Tree Removal (continued)

A tree removal permit is valid during the validation period of the preliminary site plan, site plan, or building permit, or a maximum of two years, whichever is less. For projects not related to a construction project requiring a building permit or development approval, the tree removal permit is valid for 180 days.

Exceptions:

- Dangerous trees
- Disruptions to public utility services
- Located on the property of a licensed plant or tree nursery
- Part of an orchard
- Dead or diseased trees unless required under a landscape plan or was a required replacement tree
- Construction of utilities or public infrastructure on municipal or publicly owned property
- Within the Downtown Core



Checklist & Application

September 27, 2023

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Tree Preservation Plan Checklist

The following is a partial listing of requirements for Tree Preservation Plan applications as found in Anna's development regulations and policies. A completed checklist must be submitted with each application. Applicants shall indicate compliance with standards by checking the box adjacent to the standard. Failure to comply with standards could result in rejection of application and/or delay of Tree Preservation Plan approval. Adopted within Section 9.07 of the Tree Preservation Ordinance.

Section 1 - Plan Format & General Standards (check if provided; indicate NA if not applicable)

Plan graphics shall comply with the following plan format and general standards:

- ☐ Sheet size shall be 24" x 36", black and white drawing on bond paper in landscape view. No blue-line copies will be accepted.
- ☐ Plan is clear and legible. Use a variety of line types and line weights. Do not use grey-scale shading; use stipple shading instead. Do not screen information.
- ☐ Permissible scale for plans is standard engineer scales not to exceed 1" = 100'. Larger scales may be used with prior approval. Architectural scales are not acceptable.
- ☐ Title block shall be in the lower, right-hand corner of the plan. The title block shall contain:
 - Plan type;
 - Project name (subdivision name, lot and block designations);
 - Gross acreage;
 - City, county and state name;
 - Survey and abstract name; and
 - Date of preparation.
- ☐ Provide 1 1/2" x 5" blank area above title block for city approval stamps.
- ☐ Label company name, preparer name, address, and phone number of plan preparer (e.g., surveyor, engineer, architect, landscape architect, etc.) in the vicinity of the title block.
- ☐ Label company name, contact name, address, and phone number of current property owner in the vicinity of the title block.
- ☐ Orient plan so that north is to the top or left-hand side of sheet.
- ☐ Plan is the same orientation as the development plan.
- ☐ Provide north arrow, graphic scale, and written scale in close proximity to each other.
- ☐ Provide a vicinity map in the same orientation of plan showing subject property, north arrow, scale (or labeled "not to scale"), and adjacent thoroughfares within a one-mile radius of site.
- ☐ Provide tree preservation data summary table (available online).
- ☐ List on the plan the City of Anna Tree Preservation language (available online).
- ☐ Plan layout meets City of Anna minimum tree preservation requirements.

TREE PRESERVATION PLAN
Subdivision Name
Block A, Lot 1
Gross Acreage
City of Anna, Collin County, Texas
Survey And Abstract Name
Date of Preparation

Section 2 - Site Information (check if provided; indicate NA if not applicable)

For the proposed site, provide the following:

Planning & Development Department
120 W. 7th Street • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

September 27, 2023

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- ☐ Plan is consistent with valid plans and plats approved for the site.
- ☐ Plan integrates with valid plans and plats approved for adjacent contiguous sites.
- ☐ Plan is consistent with zoning and/or specific use permits approved for site.
- ☐ Show location of all rights-of-way and easements (existing and proposed).
- ☐ Aerial photograph with a transparent plan of the development at the same scale as the photography.
- ☐ Along each of the property boundaries, identify and dimension a ten (10) foot zone within the property.
- ☐ Show and label drainage and detention easement limits.
- ☐ For nonresidential, Planned Developments, and multiple-family residence developments, show location of all buildings, structures, pools, parking and vehicle maneuvering area, utilities, sidewalks, and other improvements (existing and proposed).
- ☐ For single-family and duplex residential developments, identify individual lot lines, building pads, driveways, hike/bike/equestrian trails, public improvements, utility lines and associated easements.
- ☐ Tree preservation data summary table containing all identified trees with their tag number, common species/botanical name, caliper size, condition, whether the tree is to remain or be removed. (For trees removed that require mitigation, list the caliper inches to be mitigated of each tree and a total in caliper inches to be mitigated. For trees being preserved as credits, list the caliper inches to be credited for each tree and a total in caliper inches to be credited.)
- ☐ Show location of FEMA 100-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback zone and all protected trees (6" or greater) and specimen trees (24" or greater) within these areas.
- ☐ Show current and proposed property boundaries/lot lines. Label distances and bearings or curve data as appropriate.
- ☐ Identification/location of any protected quality tree 6 inches or greater DBH.
- ☐ Identification/location of any specimen trees 24 inches or greater DBH.
- ☐ Identification/location of any tree 18 inches or greater DBH within ten (10) foot zone of any property boundary.
- ☐ Show and label any non-disturbance area or proposed exemption area

Section 3 - R.O.W., Street Design, & Access Information (check if provided; indicate NA if not applicable)

Provide the following R.O.W., street design, and access information for roadways within the site and contiguous to the site:

- ☐ Show public and private streets. Show and dimension approximate R.O.W. and/or easement widths. Label as existing or proposed.
- ☐ Show and dimension left turn lanes and deceleration lanes with associated storage and transition areas. Label as existing or proposed.
- ☐ Show driveways. Label as existing or proposed.
- ☐ Show and label existing topography at five-foot contours referenced to sea-level datum.
- ☐ Show on-street parking. Label as existing or proposed.

Section 4 - Adjacent Property Information (check if provided; indicate NA if not applicable)

For properties contiguous to the site and for properties across R.O.W. contiguous to the site, provide the following:

Planning & Development Department
120 W. 7th Street • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Affidavit of No Protected Trees



This page will not be accepted unless submitted with a completed application package. The person signing this form must be a property owner, authorized agent, or the designated representative.

I, _____ [PRINT] (name of owner/project representative), certify that I am aware of the requirements of Article 9.07 (Tree Preservation) of the City of Anna Code of Ordinances regarding tree preservation. This affidavit verifies that to the best of my knowledge the associated property: (Select one)

☐ has no protected trees as defined in Article 9.07 (Tree Preservation). Aerial imagery and other photography of the property is attached.

OR

☐ has protected trees that are exempt from mitigation requirements. Aerial imagery with the proposed exemption area (highlighted and labeled) and other photography of the property is attached.

OR

☐ has protected trees, but this work will in no way cause damage to or destroy the said trees; I understand such is a direct violation of the provisions of the aforementioned ordinance. Aerial imagery with the non-disturbance area (highlighted and labeled) and other photography of the property is attached. This area will have temporary or permanent tree protection devices during construction.

In accordance with Article 9.07 (Tree Preservation), this application is record that no protected trees will be removed from the property at this time or during the development of the associated project and therefore, a Tree Preservation Plan is not required.

Signature: _____ Date: _____

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____ known to me to be the person whose name is signed to the foregoing affidavit and sworn by me, state under oath that all of the facts therein set forth are true and correct.

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Planning & Development Department
120 W. 7th Street • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov



Sec. 9.07.004 Standards for Tree Removal

What trees are subject to the Tree Preservation and Replacement Requirements?

Single-family, Duplex, and Multifamily Developments

- Protected quality trees located in FEMA 100-yr floodplain, NRCS lake tree preservation zones, or erosion hazard setback zone
- Protected quality trees 18 inches in caliper or greater and /or any tree 18 inches in caliper or greater within 10 ft of the property boundaries with exceptions.
- Tree replacement in areas reclaimed from the floodplain is limited to one three-inch caliper tree for each protected quality tree removed.



Sec. 9.07.004 Standards for Tree Removal

What trees are subject to the Tree Preservation and Replacement Requirements?

Nonresidential Developments

- Protected quality trees located in FEMA 100-yr floodplain, NRCS lake tree preservation zones, or erosion hazard setback zone
- Protected quality trees 18 inches in caliper or greater and /or any tree 18 inches in caliper or greater within 10 ft of the property boundaries with exceptions.
- Tree replacement in areas reclaimed from the floodplain is limited to one three-inch caliper tree for each protected quality tree removed.



Sec. 9.07.004 Standards for Tree Removal

Exemptions

- When required for installation of utility lines.
- When required for road/sidewalk/trail construction.
- Construction of golf course, park playing field, equestrian center, school playing field.
- Construction of required drainage structures.
- Construction of a single-family or duplex residence on a single lot.
- Demolition of a structure.
- Removal to prevent spreading of disease to adjacent healthy trees.
- No permit required for removal of underbrush, or grubbing under drip lines.



Sec. 9.07.004 Tree Replacement

Considerations

- Tree replacement is considered only after all design alternatives have been evaluated.
- Replacement tree requirements are in addition to trees required under the City's the landscape requirements.
- Replacement trees shall be a minimum of 3 inches in diameter when measured at breast height (DBH). Example: A total of 18 inches diameter to be removed is replaced with six 3-inch diameter trees.
- All replacement trees are guaranteed for one year from the date of the final inspection and acceptance. The responsibility lies with both the person altering the tree and the owner of the property.



Approved Planting List (New Trees)

OVERSTORY (SHADE) TREES: HEIGHT RANGE – 30'–60'

Bald Cypress	Taxodium distichum
Cedar Elm	Ulmus crassifolia
Lacebark (Drake) Elm	Ulmus parvifolia 'Drake'
Pecan	Carya illinoensis
Chinese Pistache	Pistacia chinensis
Bur Oak	Quercus macrocarpa
Shumard or Texas Red Oak	Quercus shumardii or texana
Sweet Gum	Liquidambar styraciflua
Green Ash	Fraxinus pennsylvanica
Live Oak	Quercus virginiana
Western Soapberry	Sapindus drummondii
Chinquapin Oak	Quercus muhlenbergii
American Elm	Ulmus americana



Approved Planting List (New Trees)

ACCENT (ORNAMENTAL) TREES: HEIGHT RANGE - 10'-20'

The following ornamental trees, with staff approval, may be substituted for the required shade trees. These ornamental trees shall have a minimum caliper of three inches.

Japanese Black Pine	<i>Pinus thunbergia</i>
Afghan (Eldarica) Pine	<i>Pinus eldarica</i>
Redbud	<i>Cercis canadensis</i>
Crape Myrtle	<i>Lagerstroemia indica</i>
Yaupon Holly	<i>Ilex vomitoria</i>
Bradford Pear	<i>Pyrus calleryana</i>
Eve's Necklace	<i>Sophora affinis</i>
Texas Sophora	<i>Sophora secundiflora</i>
Mexican Plum	<i>Prunus Mexicana</i>
Purple-leaf Plum	<i>Prunus cerasifera</i>
Crabapple	<i>Malus angustifolia</i>
Deciduous Holly	<i>Ilex decidua</i>
Chaste Tree	<i>Vitex agnus-castus</i>
Mexican Buckeye	<i>Ungnadia speciosa</i>

Unprotected Tree List

UNPROTECTED TREES

Arizona Ash	<i>Fraxinus velutina</i>
Bois D'Arc (native)	<i>Maclura pomifera</i>
Chinese Tallow	<i>Sapium sebiferum</i>
Cottonwood (native)	<i>Populus deltoides</i>
Hackberry	<i>Celtis occidentalis</i>
Honey Locust (native)	<i>Gleditsia triacanthos</i>
Lombardy Poplar	<i>Populus nigra italica</i>
Mesquite	<i>Prosopis spp</i>
Mulberry	<i>Morus alba</i>
Siberian Elm	<i>Ulmus pumila</i>
Silver Maple	<i>Acer saccharinum</i>
Weeping Willow	<i>Salix babylonica</i>



Sec. 9.07.005 Mitigation

- Tree credits are available for preserving and planting of trees from the City's approved plant list.
- The tree credit amount is based on the size (caliper) of the protected quality tree(s).
- Required development trees shall not count toward tree credits.
- Where it is necessary to remove a protected quality tree and/or specimen tree and the applicant chose not to plant replacement trees, the applicant is required to pay into the City's tree fund. Fees are based on the tree valuation schedule.
- The tree fund is a separate account used exclusively for future installation of trees within public land owned by the City.

Sec. 9.07.005 Mitigation Fees

Tree Valuation Schedule

Tree Type/Size	Replacement Cost	
	Floodplain Tree	Protected Quality Trees and Specimen Trees
Protected Quality Trees (Floodplain only): 6"–10" (DBH)	\$3,000.00	\$900.00
Protected Quality Trees (Floodplain only): 11"–17" (DBH)	\$6,000.00	\$1,800.00
Protected Quality Trees: 18"–30" (DBH)	\$15,000.00	\$4,500.00
Specimen Tree: 24"–30" (DBH)	\$15,000.00	\$4,500.00
All trees: 30"+ (DBH)	\$20,000.00	\$6,000.00
Illegal Tree Removal	• \$1,000 plus replacement cost • \$1,000 per tree if not in the floodplain nor a protected quality or specimen tree	



Sec. 9.07.006-008 Maintenance & Enforcement

- The property owner is responsible for the maintenance, repair, and replacement of all preserved vegetation and landscaping and materials.
- The City will not approve a development permit unless
 - A tree removal permit has been approved;
 - An affidavit of no quality protected trees and/or specimen trees has been submitted/approved; or
 - A determination of exemption has been made by the City.
- No certificate of occupancy (C.O.) shall be issued until penalties for violations have been paid to the city.
- No C.O. shall be issued until all required replacement trees have been planted.



Next Steps

- Staff is seeking feedback from the City Council regarding the current Tree Preservation Ordinance.
- Based on feedback received, revisions to the Ordinance can be prepared for City Council consideration.

§ 9.04.045. Landscaping.

- (a) Purpose. The purpose of this section is to preserve the city's unique character and integrate and enhance new development by promoting landscape design that:
- (1) Reinforces the identity of the community;
 - (2) Appropriately situates new buildings in the landscape;
 - (3) Provides adequate vegetation for screening and buffering between land uses;
 - (4) Provides tree canopies to reduce urban heat island effect;
 - (5) Preserves existing trees and establishes procedures for replacing removed trees;
 - (6) Balances water demand and use;
 - (7) Identifies climate-appropriate landscape material; and
 - (8) Protects the city's natural resources.
- (b) Applicability. This section applies to:
- (1) All nonresidential, multifamily, and mixed-use developments for new construction unless otherwise specified;
 - (2) Residential development in certain instances as specified and provided in this section;
 - (3) Any existing nonresidential, multifamily, or mixed-use development that is altered by increasing the floor area by 30% or more of the originally approved floor area, either by a single expansion or by the cumulative effect of a series of expansions;
 - (4) Any change in use requiring the expansion of or significant improvements to meet parking standards shall upgrade landscaping on the site and meet this section's requirements. If the standards cannot be met, then a variance may be requested.
- (c) Landscape plan required.
- (1) A landscape plan is required and shall be shown as part of the site plan.
 - (2) No permits shall be issued for building, paving, grading, or construction until a landscape plan is approved. Before issuing a certificate of occupancy for any building or structure, all screening and landscaping shall be in place per the landscape plan.
 - (3) If a certificate of occupancy is sought at a season of the year in which the director determines that it would be impractical to plant trees, shrubs, or grass, or to lay turf, a temporary certificate of occupancy may be issued if a letter of agreement from the property owner is provided stating when the installation shall occur. All landscaping required by the landscape plan shall be installed within six months of the date of issuance of the temporary certificate of occupancy or the site shall be deemed to be in violation of this section and the temporary certificate of occupancy shall be revoked.
- (d) General landscape standards. The following criteria and standards shall apply to landscape

materials and installation:

- (1) Required landscaped open areas shall be completely covered with living plant material unless approved xeriscape planting materials are used. All required landscaped open areas using xeriscape planting materials shall provide 50% of living plant material. Nonliving landscaping materials such as wood chips and gravel may be used only under trees, shrubs, and other plants.
- (2) Plant materials shall conform to the standards of the approved plant list for the city (see approved plant list¹). Grass seed, sod, and other material shall be clean and reasonably free of weeds and noxious pests and insects.
- (3) Required plant materials are classified as:
 - (A) Canopy trees;
 - (B) Ornamental trees;
 - (C) Shrubs;
 - (D) Hedges;
 - (E) Vines; and
 - (F) Grasses and ground covers.
- (4) Required plant materials shall follow the requirements established in Table 26: Planting Requirements.

Table 26: Planting Requirements			
Plant Material Type	Maturity Crown Spread	Minimum Requirements at Time of Planting	
		Caliper at DBH	Height
Canopy Tree	25 ft	3 inches	7 ft
Ornamental Tree*	15 ft	1 inch	5 ft
Shrubs**	N/A	N/A	2 ft

Notes

*Ornamental trees having a minimum mature crown of less than 15 feet may be substituted by grouping the same so as to create the equivalent of 15 feet of crown width.

**Shrubs shall be planted no further apart than three feet on center.

- (5) Hedges, where installed for buffering purposes required by this section, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen that will be

1. Editor's note—Approved Plant List is included as an attachment to this chapter.

three feet high within two years after the time of planting.

- (6) Landscaping, except required grass and low ground cover, shall not be located closer than 3 feet from the edge of any parking space.
- (7) Evergreen vines not intended as ground cover shall be a minimum of two feet in height immediately after planting and may be used in conjunction with fences, screening devices, or walls to meet landscape screening and buffering requirements.
- (8) Grass areas shall be sodded, plugged, sprigged, hydro-mulched, or seeded, except that solid sod shall be used in swales, or when necessary to prevent erosion. Grass areas shall be established with complete coverage within a six-month period of time from planting and shall be re-established, if necessary, to ensure grass coverage of all areas.
- (9) Ground covers used in lieu of grass shall be planted in such a manner as to present a finished appearance and reasonably completed coverage within one year of planting.
- (10) All required landscaped areas shall be provided with an automatic underground irrigation system and shall design irrigation systems and watering schedules that supply the appropriate amount of water without overwatering. This does not apply to required landscaping for residential development. That irrigation system shall be designed by a qualified professional and installed by a licensed irrigator after receiving a permit, as may be required under the construction code.
- (11) Earthen berms may be planted and, when installed, shall follow the requirements below.
 - (A) Earthen berms shall have side slopes not to exceed 3:1 (three feet of horizontal distance for each one foot of height).
 - (B) Earthen berms shall contain necessary drainage provisions, as may be required by the city engineer.
 - (C) Earthen berm plantings shall consist of consisting of newly planted evergreen and deciduous trees and shrubs native to the region.
 - (D) Evergreen and deciduous trees shall be a minimum of two-inch caliper measured at DBH and a minimum of six (6) feet in height at time of planting.
 - (E) Required deciduous and evergreen shrubs shall be a minimum of three (3) feet at time of planting.
- (12) No tree shall be planted closer than four feet to a right-of-way line nor closer than eight feet to a public utility line (water or sewer), unless no other alternative is available. Further, a landscaping area in which trees are to be provided shall not conflict with a utility easement, unless no alternative is available.
- (13) No tree that has a mature height of 25 feet or greater shall be planted within 25 feet (measured horizontally) from the nearest existing or proposed overhead utility line (see appendix 1 and appendix 2² of article 9.07, tree preservation for height references).

2. Editor's note—Appendices 1 and 2 are included as attachments to this chapter.

- (e) Xeriscaping standards. To promote prudent use of the city's water resources and reduce the need for additional water system infrastructure, additional water resources and water purification systems, and to help ensure the viability of required plantings during periods of drought, required landscaping shall comply, where feasible, with the following requirements designed to reduce water usage.
- (1) Required plant materials shall be selected from those identified as xeriscape plants on the approved plant list.
 - (2) Where specific conditions reduce the likelihood that any of the plant materials will survive, other plants on the list may be substituted at the director's discretion.
 - (3) Other plants not on the list may be substituted at the director's discretion. The applicant may be required to provide substantiation as to the hardiness, adaptability, and water demands of the plant when used in this area.
 - (4) For maximum reduction in water usage, xeriscape plants shall not be interspersed in plant massings with plants requiring higher water usage.
- (f) Minimum landscaping requirements.
- (1) General.
 - (A) All existing trees that are to be considered for credit shall be provided with a permeable surface within a minimum five-foot radius from the trunk of the tree. All new trees shall be provided with a permeable surface under the dripline with a minimum two and one-half foot radius from the trunk of the tree.
 - (B) Canopy trees, as specified on the approved plant list, shall account for at least 50% of the required total trees on a site.
 - (C) Necessary driveways from the public right-of-way shall be allowed through all required landscaping areas in accordance with this zoning ordinance. Shared drives shall be allowed through perimeter landscape areas.
 - (D) All trees planted to satisfy the tree standards must meet the requirements established in Table 26: Planting Requirements.
 - (2) Parking lots.
 - (A) Landscape areas within parking lots shall be at least 180 square feet in size with approximate dimensions of 10 feet wide by 18 feet deep.
 - (B) Landscape areas shall be located to define parking areas and assist in clarifying appropriate circulation patterns.
 - (C) A landscape island shall be located at the terminus of each parking row, and shall contain at least one canopy tree.
 - (D) All landscape areas shall be protected by a monolithic curb or wheel stops and remain free of trash, litter, and car bumper overhangs.

- (E) At least 75% of the frontage of parking lots adjacent to a public right-of-way, within the street yard shall be screened from public streets with evergreen shrubs attaining a minimum height of three feet, an earthen berm of a minimum height of three feet, a low masonry wall of a height of three feet, or a combination of the above with a combined height of three feet. A wall used for parking lot screening shall be accompanied with landscape planting in the form of low shrubs and ground cover to soften the appearance of the wall.

(3) Nonresidential, mixed-use, and multifamily development.

- (A) At least 15% of the street yard shall be a permanent landscape area. This requirement is reduced to 10% for properties in the Downtown (DT) District.
- (B) When located at the intersection of two dedicated public streets (rights-of-way), a 600 square foot landscape area shall be provided at the intersection corner, which can be counted toward the 15% street yard requirement.
- (C) A minimum of 10% of the entire site shall be devoted to living landscape, which shall include grass, ground cover, plants, shrubs, or trees.
 - (i) No landscape area counting toward minimum landscaping requirements shall be less than 25 square feet in area or less than five feet in width.
- (D) An applicant shall be required to plant one canopy tree per 40 linear feet, or portion thereof, of street frontage within the required landscape buffer.
 - (i) Trees may be grouped or clustered to facilitate site design. In no instance shall canopy trees be planted within 30 linear feet of each other.
 - (ii) These trees must be within the street yard except when the property is restricted by easements.
 - (iii) When the street yard is restricted by easements any combination of the following may be permitted:
 - a. The required canopy trees may be substituted with two ornamental trees for every one canopy tree required within the street yard;
 - b. Up to 50% of the required canopy trees may be placed in the internal landscape.
- (E) In the Downtown (DT) District, the required tree planting standard shall be five canopy trees or 10 ornamental trees for every acre of development for lots greater than one acre.
- (F) Internal landscape areas shall:
 - (i) Equal a total of at least eight square feet per parking space;
 - (ii) Have at least one tree within a landscaped area within 65 feet of every parking space;

- (iii) Have a minimum of one tree planted in the parking area for every 10 parking spaces within parking lots with more than 20 spaces. These required trees shall be provided within the internal landscape area. These requirements shall not apply to multi-level parking structures or Downtown (DT) District properties.
 - (G) Whenever an off-street parking area or vehicular use area abuts an adjacent property line, a perimeter landscape area of at least five feet wide shall be maintained between the edge of the parking area and the adjacent property line. This landscape area shall be grassed and may provide approved ornamental trees or shrubs.
 - (H) Whenever a nonresidential use, mobile home use, or multifamily use is adjacent to a property used or zoned for single-family or duplex residential use, the more intensive land use shall provide a landscaped area of at least 10 feet in width along the common property line planted with one canopy tree for each 40 linear feet or portion thereof of adjacent exposure.
 - (I) All nonresidential properties shall provide trees at a ratio of 10 trees per acre (43,560 sq. ft.) or one tree per 4,356 sq. ft. of the gross lot area. At the discretion of the city and the property owner's request, the 10 trees per acre requirement may be satisfied by planting trees elsewhere in the city at the direction and discretion of the director.
- (4) Residential development.
- (A) Generally.
 - (i) Applicants are required to plant the amount established in Table 27: Residential Planting Requirements per lot prior to obtaining a certificate of occupancy.
 - (ii) Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.
 - (B) Requirements.
 - (i) Trees selected from the canopy tree list in this section shall be planted on all single-family and two-family lots.
 - (ii) At least one of the trees must be placed in the front yard of the lot.
 - (iii) For all residential properties, common areas, and open space lots, applicants are required to plant one canopy tree per 40 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.
 - (iv) The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified

in Table 27: Residential Planting Requirements.

Table 27: Residential Planting Requirements			
Trees	Canopy	Ornamental	Combination (Canopy/ Ornamental)
Zoning District			
Single-Family Residential (SF-20.0) District			
Single-Family Residential (SF-14.5) District	3	5	2/3
Single-Family Residential (SF-12.0) District			
Single-Family Residential (SF-10.5) District			
Single-Family Residential (SF-8.4) District	2	4	1/3
Single-Family Residential (SF-7.2) District			
Single-Family Residential (SF-6.0) District	1	3	1/2
Mixed-Density Residential (MD) District	1	2	1/1

NOTE: All required trees will be planted prior to issuance of the certificate of occupancy on the dwelling. The city does not regulate required plantings on individually platted single-family residential lots after issuance of a certificate of occupancy.

(g) Landscape buffers.

- (1) Landscape buffers on local streets. For all nonresidential, mixed-use, and multifamily developments, a minimum 10-foot landscape buffer adjacent to the right-of-way of any local street or any other unclassified street is required (see Figure 8: Landscape Buffers). If the lot is a corner lot, all frontages shall be required to observe the 10-foot buffer. Slight modifications may be allowed to the minimum 10-foot landscape buffer in unusual circumstances, as approved on the site plan.

Figure 8: Landscape Buffers

- (2) Landscape buffers on arterials and collectors. For nonresidential, mixed-use, and multifamily developments, a minimum 20-foot landscape buffer adjacent to the right-of-way of any arterial or collector is required (see Figure 8: Landscape Buffers). If the lot is a corner lot, all frontages shall be required to observe the 20-foot buffer.
 - (3) For all residential development, a minimum 20-foot landscape buffer shall be required adjacent to all sides of arterials and collectors.
 - (4) Modifications. If unique circumstances exist that prevent strict adherence to the requirements of subsections (1) and (2) above, the planning and zoning commission may consider granting a modification during the preliminary site plan or site plan approval process to reduce the minimum 20-foot landscape buffer to a minimum of 10 feet, provided that site design considerations have been incorporated to mitigate the impact of the modification. Unusual circumstances include, but are not limited to, insufficient lot depth or size of the existing lot, existing structures and drives, and floodplain and existing trees to be preserved. A financial hardship shall not be considered a basis for granting a modification.
- (h) Tree preservation.
- (1) All tree preservation shall comply with the regulations of this subsection (h) in addition to the requirements established in article 9.07.
 - (2) Any trees preserved on a site meeting these specifications may be credited toward meeting the tree requirement of any landscaping provision of this section for that area within which they are located, according to Table 28: Tree Preservation Credits,

depending on the applicant's preference to accept or decline the credit. For purposes of this section, caliper measurement shall be taken at DBH above the ground and rounded to the nearest whole number.

Table 28: Tree Preservation Credits	
Caliper of Existing Tree	Credit Against Tree Requirement
6" to 8"	2 trees
9" to 15"	3 trees
16" to 30"	4 trees
31" to 46"	5 trees
47" or more	8 trees

- (3) Existing trees may receive credit if they are not on the city's approved plant material list but are approved by the director; however, trees must be located within the landscape area to which credit is applied.
 - (4) Any tree preservation proposed shall designate the species, size, and general location of all trees on the conceptual or general landscape plan. The final landscape plan shall show the species, size, and exact location.
 - (5) During any construction or land development, the developer shall clearly mark all trees to be maintained and may be required to erect and maintain protective barriers around all such trees or groups of trees. The applicant shall not allow the movement of heavy equipment or the storage of equipment, materials, debris, or fill to be placed within the dripline of any trees. This is not intended to prohibit the normal construction required within parking lots.
 - (6) During the construction stage of development, the applicant shall not allow the cleaning of equipment or material under the canopy of any tree or group of trees to remain. Neither shall the applicant allow the disposal of any waste material, such as, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., under the canopy of any tree to remain. No attachment or wires of any kind, other than those of a protective nature, shall be attached to any tree.
- (i) Sight distance and visibility.
- (1) Rigid compliance with these landscaping requirements shall not cause visibility obstructions and blind corners at intersections as established in section 9.04.041(f).
 - (2) If visibility obstructions are apparent in the proposed landscape plan as established in section 9.04.041(f), the director, may modify those landscaping requirements to eliminate the conflict.
- (j) Maintenance.
- (1) The owner(s) and/or their agent(s), if any, shall be jointly and severally responsible for

the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to:

- (A) Mowing (of grass of six inches or higher);
 - (B) Edging;
 - (C) Pruning;
 - (D) Fertilizing;
 - (E) Watering;
 - (F) Weeding; and
 - (G) Other activities common to maintenance of landscaping.
- (2) Landscape areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
 - (3) Plant materials used to meet minimum landscaping provisions that die or are removed shall be replaced with plant material of similar variety and size within 90 days.
 - (4) If any tree was preserved and used as a credit toward landscaping requirements was later removed for any reason, it shall be replaced by the number of trees for which it was originally credited. Replacement trees shall have a minimum trunk diameter of three inches measured 24 inches above the ground.
 - (5) A time extension may be granted by the director if substantial evidence is presented to indicate abnormal circumstances beyond the control of the owner, tenant, or their agent.
 - (6) Failure to maintain any landscape area in compliance with this section is considered a violation of this article and may be subject to penalties prescribed for violation of this zoning ordinance.
- (k) Approved plant materials. The allowed plant materials are established in a checklist at the development services department that is maintained by the director.
 - (l) Prohibited plant materials. The prohibited plant materials are established in a checklist at the development services department that is maintained by the director.
- (Ordinance 1068-2023-08 adopted 8/22/2023)

ARTICLE 9.07 TREE PRESERVATION

§ 9.07.001. Purpose.

The terms and provisions of this article are intended to accomplish the following public purposes:

- (1) To encourage preservation and protection of existing protected quality trees or specimen trees and/or trees of historic value through incentives and penalties.
- (2) To encourage ecological stabilization through urban forest management that contributes to the processes of air purification, oxygen regeneration, groundwater recharge, and stormwater runoff retardation; and promote energy efficiency and water conservation through tree preservation and cultivation, thereby abating noise, heat, and glare.
- (3) To acknowledge that trees and landscaping add value to property and protect public and private investments to the general benefit of the city and its residents.
- (4) To define reasonable protective measures required to preserve the protected quality tree and specimen tree population.
- (5) To protect healthy protected quality trees and specimen trees and promote the natural ecological, environmental, and existing aesthetic qualities of the city. To preserve and promote the appearance and rural heritage of the city.
- (6) To protect and preserve native and specimen vegetative species, their ecosystems and natural habitats, and prevent damage to and unnecessary removal of vegetation during the land development and construction processes.
- (7) To prohibit indiscriminate clear-cutting.
(Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.002. Administration.

Provisions of this article shall be administered by the landscape administrator or designee.

- (1) Tree removal permit applications. The landscape administrator shall grant a tree removal permit provided the requirements of this article are met.
- (2) Grievances. An applicant aggrieved by a decision of the landscape administrator may appeal the decision to the board of adjustment for an interpretation.
- (3) Waivers. An application for a waiver to the terms of the tree preservation section may be made. The application for a waiver shall be reviewed by the tree board, and a recommendation for approval or denial shall be forwarded to the city council. The decision of the city council shall be final. No public hearing shall be required. The tree board and city council shall consider the following factors in determining whether a waiver should be granted:
 - (A) The literal enforcement cannot be accomplished;

- (B) The extent to which the application meets other standards of this article;
 - (C) The positive and negative impact of the proposed project on surrounding properties; and
 - (D) The extent to which the waiver would be mitigated by other proposed or existing landscaping.
- (4) Nonsubstantive changes. The landscape administrator shall be authorized to work with owners, developers, and builders to make nonsubstantive changes, within the scope of this article, to plans, permits and other requirements after approval by staff, city council or the tree board, as appropriate. These changes are intended to provide the greatest reasonable protection toward achieving the purposes of this article.
- (Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.003. Tree removal application.

(a) Applicability.

(1) A tree removal application must be applied for:

- (A) Prior to the critical alteration of one or more protected quality trees and/or specimen trees on any site where the removal of these trees is not related to a construction project which requires issuance of a development permit. This shall not include alteration of trees as exempted by this article.
- (B) Prior to any building, paving, grading, or construction of a single-family or duplex residential subdivision or associated public improvement, a tree removal application shall be submitted concurrent with a preliminary or final plat, whichever plat is submitted initially. A development permit shall not be issued prior to issuance of a tree removal permit. A tree removal application and permit shall not be required prior to construction of a subdivision or public improvements if an application for a preliminary plat or final plat has been filed prior to the effective date of this article.
- (C) Prior to any paving, grading, or construction of any nonresidential and/or multiple-family residence development, a tree removal application shall be submitted concurrent with a detailed preliminary site plan or site plan (if a preliminary site plan is not required). A development permit shall not be issued prior to issuance of a tree removal permit. A tree removal application and permit shall not be required prior to construction of such a building if an application for a site plan has been filed prior to the effective date of this article.
- (D) Authorization to critically alter trees on a site for which a tree removal application is required shall be limited to those trees identified and approved for critical alteration as shown on documentation submitted for the application.

(2) Tree removal permit period; nature of permit.

- (A) Upon approval of a tree removal application, a tree removal permit shall be valid for the period of the preliminary site plan, site plan, building permit's validity, or a

maximum of two years, whichever is less. For projects not related to a construction project which requires issuance of a building permit or development permit the permit shall be void after 180 days.

- (B) Upon and after expiration of a tree removal permit, such expired permit may not be deemed to be a "permit" in connection with Texas Local Government Code section 245.001 et seq. or any other statute or law conferring vested rights for development. Any permit issued under this article does not create a property right in the permittee.
- (3) Exceptions/exemptions. A tree removal application shall be submitted to and approved by the landscape administrator before critically altering any protected quality tree or specimen trees, except under any of the following circumstances:
 - (A) The tree endangers the public health, welfare or safety and immediate alteration is required;
 - (B) The tree has disrupted a public utility service due to a tornado, storm, flood or other act of God. Critical alteration shall be limited to the portion of the tree reasonably necessary to reestablish or maintain reliable utility service;
 - (C) The tree is located on the property of a licensed plant or tree nursery which has trees planted and growing on the premises for the sale or intended sale to the general public in the ordinary course of the nursery's business;
 - (D) The tree is part of an orchard;
 - (E) The tree is dead, unless the tree was required under a landscape plan or was a required replacement tree;
 - (F) Construction of utilities or public infrastructure on municipal and/or public domain property, or whenever conducted by city personnel;
 - (G) The area of the request is located within the Downtown Core as established in the Anna 2050 Downtown Master Plan; or
 - (H) The tree is expressly exempt from the requirements of this article.
- (b) Submittal and review. The landscape administrator shall establish administrative procedures, forms, and standards with regard to the content, format, graphics and number of copies of information constituting an application for a tree removal permit for clarity and consistency of operations. The published procedures, forms, and standards will have the force of ordinance as if fully incorporated herein. A tree removal application for a tree removal permit shall include these required documents:
 - (1) Completed application form;
 - (2) A tree preservation plan checklist;
 - (3) A tree preservation plan at the same scale as the preliminary site plan, site plan, preliminary plat, or final plat. The tree preservation plan shall include the following

information in addition to information identified on the tree preservation checklist:

- (A) Name and phone number of the person who prepared the survey;
- (B) Property lines with dimensions;
- (C) Engineering scale (same scale as the preliminary site plan, site plan or preliminary plat);
- (D) Aerial photograph with a transparent plan of the development at the same scale as the photography;
- (E) Location of all rights-of-way and easements (existing and proposed);
- (F) Along each of the property boundaries identify and dimension a ten (10) foot zone within the property;
- (G) Drainage and detention easement limits.
- (H) For nonresidential, planned developments, and multiple-family residence developments the location of all buildings, structures, pools, parking and vehicular maneuvering area, utilities, sidewalks, and other improvements (existing and proposed);
- (I) For single-family and duplex residential developments identify individual lot lines, building pads, driveways, hike/bike/equestrian trails, public improvements, utility lines and associated easements;
- (J) Location of FEMA 100-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback zone and all protected quality trees (6" and greater) and specimen trees (24" and greater) within these areas;
- (K) Identification/location of any protected quality tree 6 inches or greater DBH;
- (L) Identification/location of any specimen trees 24 inches or greater DBH;
- (M) Identification/location of any tree 18 inches or greater DBH within ten (10) foot zone of any property boundary;
- (N) Any nondisturbance area or proposed exemption area;
 - (i) Nondisturbance areas. The landscape administrator may approve a nondisturbance area to be designated on the tree preservation plan. The nondisturbance area is an area in which no construction will occur. Protected quality trees and/or specimen trees within the nondisturbance area are not required to be individually identified unless they will be used as credits.
 - (ii) Proposed exemption area. The landscape administrator may approve a proposed exemption area to be designated on the tree preservation plan. The proposed exemption area corresponds to areas of the site specifically exempted from tree replacement and protection requirements of this article. Protected quality trees and/or specimen trees within the proposed exemption

area are not required to be individually identified on the tree preservation plan unless they will be used as credits.

(O) A table containing all the identified trees along with the following information:

- (i) Tag number;
- (ii) The common and botanical name;
- (iii) Caliper size;
- (iv) Condition;
- (v) If the tree is to remain or be removed;
- (vi) For trees removed that require mitigation, list the caliper inches to be mitigated of each tree and a total in caliper inches to be mitigated; and
- (vii) For trees being preserved as credits, list the caliper inches to be credited for each tree and a total in caliper inches to be credited.

(4) Alternative tree preservation plan requirements:

- (A) Tree sampling. For property containing large, heavily wooded areas, the landscape administrator may, in lieu of a tree preservation plan, authorize the submittal of an alternative tree preservation plan identifying the tree canopy, tree sampling sites, nondisturbance areas and proposed exemption areas where no trees will be critically altered. All other areas shall show the tree canopy and tree sample sites prior to any grading or construction. For every whole acre of tree canopy, there shall be at least two sample sites approximately 75 feet in diameter.
- (B) Affidavit of no protected quality trees and/or specimen trees. If a property contains no protected quality tree species and/or specimen trees, the applicant may submit an affidavit of no protected quality trees/specimen trees in lieu of a tree preservation plan. This affidavit shall act in lieu of a tree preservation plan upon a determination by the landscape administrator that no protected quality trees and/or specimen trees exist on the site. After the expiration of 10 business days after the submittal, the affidavit shall satisfy the requirements of this article, unless within said ten business days the affidavit is denied by the landscape administrator due to a determination that the property contains protected quality trees and/or specimen trees or the trees on the site cannot be affirmatively identified by the landscape administrator.
- (c) Tree removal application fee. At the time a tree removal permit application is submitted, an applicant shall pay a fee to the city in the amount specified by the city council in a fee schedule. The following shall be exempt from payment of the tree removal permit fees:
 - (1) City of Anna. When critically altering any protected quality tree and/or specimen tree not exempt from tree removal permit requirements, the city is exempt from the permit application fee, but must obtain a tree removal permit and comply with all tree placement and tree protection procedures as listed in this article. Protected quality trees

and/or specimen trees proposed to be critically altered must be shown on a tree preservation plan approved by the landscape administrator.

- (2) Diseased, dead, or dangerous tree. An applicant is exempt from the tree removal permit fee if critically altering a diseased or dead tree, or a tree which poses an imminent or immediate threat to persons or property, in a manner which is allowed under permit exemption status.

(Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.004. Standards for tree removal.

- (a) Clear-cutting. Clear-cutting is prohibited unless specifically authorized by a tree removal permit.

- (b) Residential development.

- (1) Construction of a single-family or duplex residential subdivision.

- (A) Protected quality trees and/or specimen trees located in a FEMA 100-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback zone shall be subject to all tree replacement and tree protection requirements of this article, to the extent permitted under state law.
- (B) In cases other than listed immediately above (subsection (b)(1)(a)), all protected quality trees 18 inches in caliper or greater, specimen trees, and/or any tree 18 inches in caliper or greater within 10 feet of the property boundaries shall be subject to tree replacement and tree protection requirements except where trees must be critically altered to:
- (i) Install and maintain any utility lines;
 - (ii) Dedicate public right-of-way.
 - (iii) Construct any public or private street and associated sidewalk at the minimum required width only;
 - (iv) Provide any required easement up to the minimum width needed to accommodate the required service;
 - (v) Construct any hike/bike/equestrian trails;
 - (vi) Construct any portions of a golf course, park playing field, equestrian center, or school playing field but not including buildings, additional parking, club houses, or ancillary buildings; or
 - (vii) Construct of required drainage structures, including detention and retention basins, and including transitional slopes at the maximum slope allowed by standard city engineering practices and policies.
- (C) Tree replacement in areas reclaimed from the floodplain and used for residential development shall be limited to one three-inch caliper tree for each protected

quality tree removed.

(2) Construction of a multifamily development.

- (A) Protected quality trees and specimen trees located in a FEMA one-hundred-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback zone shall be subject to all tree replacement and tree protection requirements of this article.
- (B) In cases other than listed immediately above (subsection (b)(2)(A)), all protected quality trees 18 inches in caliper or greater, specimen trees, and/or any tree 18 inches in caliper or greater within 10 feet of the property boundaries shall be subject to tree replacement and tree protection requirements except where trees must be critically altered to:
 - (i) Install and maintain any utility lines;
 - (ii) Dedicate public right-of-way;
 - (iii) Construct any public or private streets and associated sidewalk at the minimum required width only;
 - (iv) Provide any required easement up to the minimum width needed to accommodate the required service;
 - (v) Construct any fire lanes at the minimum required width only;
 - (vi) Construct swimming pools;
 - (vii) Construct any hike/bike/equestrian trails;
 - (viii) Construct any portions of a golf course, park playing field, equestrian center, or school playing field but not including buildings, additional parking, club houses, or ancillary buildings; or
 - (ix) Construct required drainage structures, including detention and retention basins, and including transitional slopes at the maximum slope allowed by standard city engineering practices and policies.
- (C) Tree replacement in areas reclaimed from the floodplain and used for multifamily development shall be limited to one three-inch caliper tree for each protected quality tree removed.

(c) Construction of a nonresidential development.

- (1) Protected quality trees and/or specimen trees located in a FEMA one-hundred-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback zone shall be subject to all tree replacement and tree protection requirements of this article.
- (2) In cases other than listed immediately above (subsection (c)(1)), all protected quality trees 18 inches in caliper or greater, specimen trees, and/or any tree 18 inches in caliper or greater within 10 feet of the property boundaries shall be subject to tree replacement and tree protection requirements except where protected trees must be critically altered

to:

- (A) Install and maintain any utility lines;
 - (B) Dedicate public right-of-way;
 - (C) Construct any public or private streets and associated sidewalk at the minimum required width only;
 - (D) Provide any required easement up to the minimum width needed to accommodate the required service;
 - (E) Construct any fire lanes at the minimum required width only;
 - (F) Construct any sidewalks at the minimum required width only;
 - (G) Construct swimming pools;
 - (H) Construct any hike/bike/equestrian trails;
 - (I) Construct any portions of a golf course, park playing field, equestrian center, or school playing field but not including buildings, additional parking, club houses, or ancillary buildings; or
 - (J) Construct of required drainage structures, including detention and retention basins, and including transitional slopes at the maximum slope allowed by standard city engineering practices and policies.
- (3) Tree replacement in areas reclaimed from the floodplain and used for nonresidential development shall be limited to one three-inch caliper tree for each protected quality tree and/or specimen tree removed.
- (d) All other existing development; exemptions. Tree replacement and protection requirements shall apply, except that additions or redevelopment shall be allowed the same exemptions as for new nonresidential or multifamily development, as applicable. Notwithstanding the foregoing or any other provision of this article, the replacement and protection requirements of this article shall not apply to: (1) construction of a single-family or duplex residence on a single lot (not part of a larger subdivision); or (2) the end-user owner(s) of a single-family or duplex residence for which a valid certificate of occupancy has been issued (Note: "end-user owner(s)" do not include home builders or their affiliates owning one or more new homes in a subdivision intended to be sold to a homeowner).
- (e) Demolition. The landscape administrator may issue a tree removal permit to allow critical alteration of a protected quality tree and/or specimen tree if such critical alteration is necessary to allow demolition of a structure. The tree covered by the permit shall be exempt from the tree replacement and tree protection requirements of this article.
- (f) Diseased trees. Upon issuance of a tree removal permit, a diseased protected quality tree and/or diseased specimen tree may be critically altered to reduce the chances of spreading the disease to adjacent healthy trees. If the landscape administrator issues a tree removal permit for this use, the protected trees covered by the permit shall be exempt from the tree

replacement and protection requirements of this article.

- (g) Ground level cuts. Tree trunks must be cut at ground level where removal of a tree may damage root systems of an adjacent tree. Stump grinding in such situations is allowed with the approval of the landscape administrator.
- (h) Removal of underbrush. Removal of underbrush, not including grubbing under drip lines, shall not require a tree removal permit.
- (i) Grubbing under drip lines. Clearing and grubbing of brush located within or under the drip lines of protected trees shall not require a tree removal permit.
- (j) Trees along property lines. To promote the purpose of this article any tree eighteen (18) inches in caliper or greater at DBH within ten (10) feet of the property lines, even if not on the list of quality trees (appendix 1¹) shall be considered a protected quality tree, be identified on the tree preservation plan, and be subject to tree replacement and protection requirements.
- (k) Tree replacement. Unless specifically exempted, the following tree replacement procedures shall apply to any person who critically alters a protected quality tree and/or specimen tree for which a permit is required. Replacement trees shall be chosen from the approved plant list (appendix 2²).
 - (1) Tree replacement will be considered only after all design alternatives which could save more existing protected quality trees and/or specimen trees have been evaluated. Replacement trees shall be in addition to trees required under other landscape requirements of the city.
 - (2) Replacement trees shall be a minimum of 3 inches in diameter when measured at breast height (DBH). Examples include:
 - (A) A total of 18 inches diameter to be removed shall be replaced with six 3-inch diameter trees.
 - (B) A total of 19 inches diameter to be removed shall be replaced with seven 3-inch inch trees, or five 3-inch trees and one 4-inch tree.
 - (3) All replacement trees shall be guaranteed for one year from the date of the final inspection and acceptance of the project. The responsibility to replace trees shall apply to both the person altering a protected quality tree and/or specimen tree, and the owner of the property. If a replacement tree dies, the owner of the property is responsible for replacing that tree.
 - (4) Replacement trees may be planted off-site on a property mutually agreed upon by the city and the applicant.

(Ordinance 1066-2023-08 adopted 8/8/2023)

1. Editor's note—Appendix 1 is included as an attachment to this chapter.

2. Editor's note—Appendix 2 is included as an attachment to this chapter.

§ 9.07.005. Mitigation.**(a) Tree credits for mitigation.**

- (1) Tree credits are available for preserving and planting of trees from the city's approved plant list (appendix 2³).
- (2) When any protected quality tree and/or specimen tree is preserved that would have otherwise been exempt per exceptions listed under each construction type of section 9.07.004, credits toward the total inches of caliper of replacement trees required for the development site will be given as per the following formula:

(A) Protected quality trees.

- (i) If the caliper of the preserved exempt tree is 6"–18", the credit applied will be equal to the caliper of the preserved trees.
- (ii) If the caliper of the preserved exempt tree is greater than 18", to include trees along the property boundaries, the credit applied will be equal to twice the caliper of the preserved tree.

(B) Specimen trees. If the caliper of the preserved exempt tree is 24" or greater, the credit applied will be equal to twice the caliper of the preserved tree.

- (3) Tree credits may not be earned for preservation of existing trees located on land required to be dedicated for public right-of-way or easement purposes, unless the property owner can demonstrate the ability to protect the credited trees by way of restrictive covenant or other legal instruments considered satisfactory by the city council.
- (4) Tree credits will not be permitted unless temporary tree protection devices are installed at least to the limit of the critical root zone or the drip line, whichever is greater, during construction activity. The city may, prior to the issuance of a tree removal permit impose additional requirements for tree-planting methods and best management practices to ensure that the preserved tree(s) grow to the anticipated height at maturity.
- (5) Required development trees shall not count towards tree credits.

(b) Mitigations fees.

- (1) In the event that it is necessary to remove a protected quality tree and/or specimen tree, and the applicant chose not to meet the tree replacement requirements under section 9.07.004(k), the applicant shall be required to pay into the city's tree fund according to the development fees schedule (article A3.000)
- (2) Fees paid must be based on the tree valuation schedule listed below and contained within the development fee schedule. This fee shall be paid in addition to any tree removal permit fee and shall be held in a separate account (the tree fund) to be used exclusively for future installation of trees within public land owned by the city.

3. Editor's note—Appendix 2 is included as an attachment to this chapter.

Tree Type/Size	Replacement Cost	
	Floodplain Tree	Protected Quality Trees and Specimen Trees
Protected Quality Trees (Floodplain only): 6"–10" (DBH)	\$3,000.00	\$900.00
Protected Quality Trees (Floodplain only): 11"–17" (DBH)	\$6,000.00	\$1,800.00
Protected Quality Trees: 18"–30" (DBH)	\$15,000.00	\$4,500.00
Specimen Tree: 24"–30" (DBH)	\$15,000.00	\$4,500.00
All trees: 30"+ (DBH)	\$20,000.00	\$6,000.00
Illegal Tree Removal	• \$1,000 plus replacement cost • \$1,000 per tree if not in the floodplain nor a protected quality or specimen tree	

(Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.006. Maintenance.

The property owner or his/her agent shall be responsible for the maintenance, repair, and replacement of all preserved vegetation and landscaping plants and materials as may be required by the provisions of this article.

(Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.007. Conflicts with other ordinances.

- (a) All applicable provisions of the zoning ordinance, subdivision ordinance, building codes and other ordinances and regulations, as they exist or as amended, shall apply. The provisions of this article are not intended to modify or amend the preliminary site plan and/or site plan requirements of the zoning ordinance with regard to the placement of building pads, roadways, easements, utilities, pedestrian ways or other buildable areas; such placement of any application shall be left to the sole discretion of the applicant so long as the same conform to the applicable requirements of the zoning ordinance.
- (b) Notwithstanding the foregoing, nothing herein shall confer any vested rights on the property subject to this article. Where the provisions of other ordinances conflict with this article, this article shall control.

(Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.008. Enforcement.

The city shall not approve a development agreement unless it provides that all construction activities shall meet the requirements of this article.

- (1) No development permit shall be issued unless:

- (A) A tree removal permit has been approved;
 - (B) An affidavit of no protected quality trees and/or specimen trees has been submitted and approved; or
 - (C) A determination of exemption has been made by the landscape administrator or designee.
- (2) No development permit shall be issued unless the applicant signs an application or permit request which says that all construction activities meet the requirements of this article.
- (3) No certificate of occupancy (C.O.) shall be issued until any and all penalties for violations of this article have been paid to the city. No C.O. shall be issued until all required replacement trees have been planted.
- (4) Penalties.
- (A) A person commits an offense if the person critically alters a protected quality tree and/or specimen tree not meeting an exception listed in this article without first obtaining a tree removal permit from the city.
 - (B) A person commits an offense if the person critically alters a tree in violation of a tree removal permit.
 - (C) Any person, firm, corporation, agent, or employee thereof who violates this article by critically altering a protected quality tree and/or specimen tree without first obtaining a tree removal permit from the city, or by critically altering a protected quality tree and/or specimen tree in violation of the permit, or by failing to follow the tree replacement procedures, shall be guilty of a misdemeanor, and upon conviction shall be required to pay a tree mitigation fee based on the tree valuation schedule as listed in this article. The unlawful critical alteration of each protected quality tree and/or specimen tree shall be considered a separate incident, and each incident shall subject the violator to the maximum penalty set forth herein for each tree critically altered.
 - (D) Any person, firm, corporation, agent, or employee thereof who violates any provision of this article other than those listed above shall be guilty of a misdemeanor and upon conviction hereof shall be fined in accordance with the general penalty provided in section 1.01.009 of this code for each incident. Each and every day said violation is continued shall constitute a separate offense.
 - (E) Allegation and evidence of a culpable mental state is not required for proof of an offense defined by this article. Ignorance of the terms of this article is not an excuse for any violation.

(Ordinance 1066-2023-08 adopted 8/8/2023)

§ 9.07.009. Definitions.

The following definitions shall apply unless the context clearly indicates or requires a different meaning:

Buildable area. That portion of a building site on which a building pad or building improvements

may be erected, including the actual structure, driveway, pool, decks, and other construction shown on a site plan approved in connection with the issuance of a building permit.

Building lot owner. The owner of a building lot or tract of land within the corporate limits of the city or within the city's extraterritorial jurisdiction who is not in the process of subdividing land.

Building pad. The actual base area of a building and an area not to exceed six feet around the foundation necessary for construction and grade transitions.

Caliper. The diameter measurement of a tree trunk or limb. Unless otherwise specified, caliper of the trunk shall be measured 12 inches above the soil line for trees up to and including four-inch caliper size and 18 inches above the ground for larger sizes.

Clear-cutting. The removal of 10 or more protected trees and/or specimen trees from a property within a 90-day period.

Critical root zone. The area within the drip line of the tree. As a practical matter, this is the acute portion of the tree's root system.

Critically alter. Uprooting or severing the main trunk of a tree, or any act which causes or may reasonably be expected to cause a tree to die. This includes, but is not limited to: removal of a tree from a property; damage inflicted upon the root system of a tree by machinery, storage of materials, or the compaction of soil above the root system of a tree; a change in the natural grade above the root system of a tree; an application of herbicidal chemical or the misapplication of beneficial chemicals; excessive pruning; placement of nonpermeable pavement over the root system of the tree; or trenching within the primary root zone. Additionally, a tree may be considered critically altered if more than 25% of the primary root zone is altered or disturbed at natural grade, or more than 25% of the canopy is removed.

Cut and fill. Areas where the natural ground level has been excavated (cut) or where fill material has been brought in.

Determination of exemption. A determination made by the landscape administrator or his or her designee that no tree permit or tree preservation plan is required for the site.

Developer. Any person who, in connection with the use of the land, is required to, or has, or is in the process of making application to the city for subdivision plat approval of property within the corporate limits of the city or within the city's ETJ.

Development permit. A grading permit or any building permits issued for site development which could result in the removal of trees.

Diameter at breast height (DBH). The diameter at breast height is the tree trunk diameter measured in inches at a height of four feet and six inches above the soil line. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its narrowest point beneath the split.

Drip line. Whichever is greater:

- (1) A vertical line running through the outermost portion of the canopy of a tree and extending to the ground; or
- (2) If the tree is damaged or deformed, a circular area with a radius equal to two feet per inch of caliper.

Erosion hazard setback zone. The erosion setback areas along a drainage channel deemed by the

city engineer to be subject to flood-related erosion losses. This includes the dam offset areas established by Collin County and the Texas Commission on Environmental Quality (TCEQ).

Exemption area. An area that is clearly exempt from all tree replacement and tree protection requirements of this article, as approved by the landscape administrator.

FEMA 100-year floodplain. The area designated as being within the one-hundred-year floodplain on the Federal Emergency Management Agency flood insurance rate map (FIRM) as of the effective date of this article. The boundary may be verified and established through field surveys based on elevation. Any changes made by FEMA to the 100-year floodplain boundary after the effective date of this article due to filling of the floodplain, channelization, or other drainage improvements shall not reduce the area in which tree preservation, replacement, or protection requirements apply, unless-and only to the extent-that a reduction is necessary for compliance with FEMA regulations or other state or federal law.

Grubbing. Excavating or removing a significant part of the root system.

Landscape administrator. The individual or company appointed by the city manager to administer city ordinances related to tree preservation.

Municipal and public domain property. Property in which title is held in the name of a governmental entity. Examples include but are not limited to city buildings, county property, public parks, Corps of Engineers property, state right-of-way, libraries, fire stations, water tower sites, or similar other properties.

Nondisturbance area. An area in which no development activity or vehicular traffic associated with the construction or development of land occurs.

NRCS. The National Resource Conservation Service.

NRCS lake tree preservation zone. The area within an elevation two feet above the emergency spillway elevation of any NRCS lake.

Orchard. A grouping of ten or more fruit or nut bearing trees of the same variety, whose fruit or nuts are fit for human consumption, which are planted and growing on a single property for sale or intended sale to the general public in their raw form or as components of human food items manufactured on the same premises.

Owner. Any person with an interest in land, or a lessee, agent, employee, or other person acting on behalf of the owner.

Protected quality tree.

- (1) A quality tree, which typically has significant positive characteristics worthy of preservation, as listed in this article (see appendix 1⁴), with a trunk six inches or greater in caliper at four feet six inches above the ground. The caliper of a multi-trunk tree shall be determined by adding the total caliper of the largest trunk to one-half the caliper of each additional trunk.
- (2) Trees with a trunk eighteen inches or greater in caliper at four feet six inches above the ground located within 10 feet of a property boundary (regardless of species). The caliper of a multi-trunk tree shall be determined by adding the total caliper of the largest trunk

4. Editor's note-Appendix 1 is included as an attachment to this chapter.

to one-half the caliper of each additional trunk.

Protective fencing. Chainlink fencing, orange vinyl construction fence or other fencing at least four feet high and supported at a maximum of 10-foot intervals by approved methods sufficient to keep the fence upright and in place. The fencing shall be of highly visible material.

Pruning. The removal of dead, injured, or diseased limbs or roots to maintain plant health or the removal of limbs or roots to control or direct vegetative growth.

Residential structure. A manufactured home as that term is defined by section 1201.003 of the Texas Occupations Code (as amended), a detached one-family or two-family dwelling (including the accessory structures of the dwelling), or a multiple single-family dwelling that is not more than three stories in height with a separate means of entry for each dwelling (including the accessory structures of the dwelling), or any other multifamily structure.

Root zone, primary. The area of undisturbed natural soil around a quality tree and/or specimen tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the dripline.

Specimen tree. A tree which has been determined by the city to be of high value because of its type, size, or other specific criteria. Generally, specimen trees are trees having twenty-four inches or greater in caliper at four feet six inches above the ground, but other criteria may also be utilized. The caliper of a multi-trunk tree shall be determined by adding the total caliper of the largest trunk to one-half the caliper of each additional trunk.

Tree. Any self-supporting woody plant which will attain a trunk caliper of two inches or more when measured at a point 4.5 feet above ground level and normally an overall height of at least 15 feet with a canopy of at least 15 feet in caliper at maturity. A tree may have one main stem or trunk or several stems or trunks.

Tree board. A board appointed by the city council to carry out the duties and responsibilities set forth in this article. The city's planning and zoning commission shall constitute the tree board unless the city council appoints a separate tree board.

Tree preservation plan. A plan drawing that identifies the location of protected quality trees and/or specimen trees and contains the information required to be set forth within this article. The tree preservation plan shall be prepared by an arborist, a licensed surveyor, a licensed landscape architect, or other qualified person approved by the landscape administrator. For projects of limited scope, the landscape administrator may approve a tree preservation plan prepared by a nonprofessional if complete and accurate information is provided.

Tree removal application. An official city application that is required to be submitted for the removal of trees unless exempted by this article.

Utility company, franchise utility, or public utility. A company or entity, or agent for a company or entity, that provides a utility service, such as the provision of gas, electric, cable, or telephone service within the city.

(Ordinance 1066-2023-08 adopted 8/8/2023)

TREE APPENDIX 1. LIST OF QUALITY TREES

“*” indicates Texas native plants; information on “*” trees may be found at:
<http://aggie-horticulture.tamu.edu/ornamentals/natives/indexcommon.htm>

The list below is inclusive of all improved varieties of the listed trees. In addition, trees not listed may be approved as quality trees at the discretion of the landscape administrator or designee.

Austrian Pine	<i>Pinus nigra</i> (up to 40 ft.)
Afghan (Eldarica) Pine	<i>Pinus eldarica</i> (up to 40 ft.)
American Elm	<i>Ulmus americana</i>
*Bitternut Hickory	<i>Carya cordiformis</i> (over 40 ft.)
*Black Hickory	<i>Carya buehl</i> (over 40 ft.)
*Bald Cypress	<i>Taxodium distichum</i> (over 40 ft.)
*Bur Oak	<i>Quercus macrocarpa</i> (over 40 ft.)
*Blackjack Oak	<i>Quercus marilandica</i> (over 40 ft.)
*Bigelow Oak	<i>Quercus durandii</i> var <i>breviloba</i> (up to 40 ft.)
*Common Persimmon	<i>Diospyros virginiana</i> (30-40 ft.)
*Chinquapin Oak	<i>Quercus muhlenbergii</i> (50-90 ft.)
*Chittamwood	<i>Sideroxylon lanuginose</i> (to 25 ft.)
*Cedar Elm	<i>Ulmus crassifolia</i> (up to 90 ft.)
Chinese Pistachio	<i>Pistacia chinensis</i> (30-40 ft.)
Chaste Tree	<i>Vitex agnus-castus</i> (15 ft.)
Crepe Myrtle	Multiple varieties (various heights)
*Desert Willow	<i>Chilopsis linearis</i> (20 ft.)
*Dolan Falls White Oak	<i>Quercus polymorpha</i>
*Eve’s Necklace	<i>Sophora affinis</i> (15-35 ft.)
Green Ash	<i>Fraxinus pennsylvanica</i>
*Gregg’s Ash	<i>Fraxinus greggii</i> (20 ft.)
Goldenrain Tree	<i>Koeleruteria paniculata</i> (30-40 ft.)
Japanese Maple	<i>Acer palmatum</i> (6-25 ft.)
Lacebark (Drake) Elm	<i>Ulmus parvifolia</i> ‘Drake’
*Little Gem Magnolia	<i>Magnolia grandiflora</i> (15-30 ft.)
*Leland Cypress	<i>Cupressocyparis leylandii</i> (30-40 ft.)
*Lacey Oak	<i>Quercus glaucoides</i> (35 ft.)
*Live Oak	<i>Quercus virginiana</i> (20-50 ft.)
Mary Nell Holly	<i>Ilex</i> x ‘Mary Nell’ (10-15 ft.)
*Mexican Redbud	<i>Cercis canadensis</i> var. <i>mexicana</i> (10-15 ft.)
Mexican Plum	<i>Prunus mexicana</i> (up to 25 ft.)
*Mohr Oak	<i>Quercus mohriana</i> (20 ft.)
*Nogalito	<i>Juglans microcarpa</i> (20-30 ft.)
Nellie R. Stevens Holly	<i>Ilex</i> x ‘Nellie R. Stevens’ (20-30 ft.)
*Post Oak	<i>Quercus stellata</i> (to 80 ft.)

*Possum Haw Holly	Ilex decidua (8-12 ft.)
*Pecan	Carya illinoensis (to 90 ft.)
*Redbud	Cercis canadensis (15-20 ft.)
*Shumard Red Oak	Quercus shumardii (to 120 ft.)
*Sawtooth Oak	Quercus acutissima (50-60 ft.)
Shangtung Maple	Acer truncatum (25-30 ft.)
*Southern Magnolia	Magnolia grandiflora (to 40 ft.)
Sweet Gum	Liquidambar styraciflua (30-40 ft.)
*Texas Madrone	Arbutus xalapensis (to 40 ft.)
*Texas Redbud	Cercis canadensis var. texensis (to 20 ft.)
*Texas Persimmon	Diospyros texana (to 20 ft.)
*Texas Ash	Fraxinus texensis (to 50 ft.)
*Texas Red Oak	Quercus texana (to 75 ft.)
*Western Soapberry	Sapindus drummondii (to 30 ft.)
*Yaupon Holly	Ilex vomitoria (not dwarf form) (8-12 ft.)

(Ordinance 220-2005 adopted 7/28/05; 2008 Code, pt. III-F, app. A; Ordinance 796-2018, app. A, adopted 12/11/18)

TREE APPENDIX 2. APPROVED PLANT LIST

RECOMMENDED SPECIES FOR NEW PLANTINGS

The following is a list of recommended high quality, long-living trees and shrubs which are considered suitable for local soil conditions and climate. Other species may be acceptable with approval from the city manager or his designee.

OVERSTORY (SHADE) TREES: HEIGHT RANGE - 30' - 60'

Bald Cypress	Taxodium distichum
Cedar Elm	Ulmus crassifolia
Lacebark (Drake) Elm	Ulmus parvifolia 'Drake'
Pecan	Carya illinoensis
Chinese Pistache	Pistacia chinensis
Bur Oak	Quercus macrocarpa
Shumard or Texas Red Oak	Quercus shumardii or texana
Sweet Gum	Liquidambar styraciflua
Green Ash	Fraxinus pennsylvanica
Live Oak	Quercus virginiana
Western Soapberry	Sapindus drummondii
Chinquapin Oak	Quercus muhlenbergii
American Elm	Ulmus americana

The listed overstory trees are acceptable replacement trees.

ACCENT (ORNAMENTAL) TREES: HEIGHT RANGE - 10' - 20'

The following ornamental trees, with staff approval, may be substituted for the required shade trees. These ornamental trees shall have a minimum caliper of three inches.

Japanese Black Pine	Pinus thunbergi
Afghan (Eldarica) Pine	Pinus eldarica
Redbud	Cercis canadensis
Crape Myrtle	Lagerstroemia indica
Yaupon Holly	Ilex vomitoria
Bradford Pear	Pyrus calleryana
Eve's Necklace	Sophora affinis
Texas Sophora	Sophora secundiflora
Mexican Plum	Prunus mexicana
Purple-leaf Plum	Prunus cerasifera
Crabapple	Malus angustifolia
Deciduous Holly	Ilex decidua
Chaste Tree	Vitex agnus-castus
Mexican Buckeye	Ungnadia speciosa
Desert Willow	Chilopsis linearis

ANNA CODE

EVERGREEN SHRUBS

Drought and freeze-resistant shrubs include, but are not limited to:

Red Tip Photinia
Burford Holly
Chinese Holly
Yaupon Holly
Juniper (several varieties)
Wax Myrtles
Eleagnus

Other plants may be used with approval of the city manager or his designee.

GROUND COVER

Asian Jasmine
Liriope
English Ivy
Virginia Creeper
Boston Ivy
Vinca
Honeysuckle
Monkey Grass
Purple Wintercreeper

UNPROTECTED TREES

Arizona Ash	Fraxinus velutina
Bois D'Arc (native)	Maclura pomifera
Chinese Tallow	Sapium sebiferum
Cottonwood (native)	Populus deltoides
Hackberry	Celtis occidentalis
Honey Locust (native)	Gleditsia triacanthos
Lombardy Poplar	Populus nigra italica
Mesquite	Prosopis spp
Mulberry	Morus alba
Siberian Elm	Ulmus pumila
Silver Maple	Acer saccharinum
Weeping Willow	Salix babylonica

(Ordinance 220-2005 adopted 7/28/05; 2008 Code, pt. III-F, app. B; Ordinance 796-2018, app. B, adopted 12/11/18)



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Gregory Peters

AGENDA ITEM:

Presentation and Discussion of Neighborhood Drainage Policy Considerations.
(Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is for a brief presentation and discussion regarding potential policy options pertaining to drainage concerns on homeowner association-owned properties in residential neighborhoods.

FINANCIAL IMPACT:

None at this time. However, policy considerations will impact the use of the Stormwater Utility Fund budget, and could impact future stormwater utility rates paid by Anna neighbors and businesses.

BACKGROUND:

Recently, members of the Northpointe Homeowner's Association have contacted the City to request assistance in addressing erosion problems along a drainage channel which is located on property owned by the Northpointe HOA. Staff has reviewed the situation in Northpointe, along with similar situations in other neighborhoods, and is prepared to present policy considerations to the City Council for discussion and feedback.

The City established a Stormwater Utility for the City in 2022 by City Ordinance 971-2022, and established a stormwater utility rate by City Ordinance 972-2022. Both ordinances are attached. Staff recommends that any City funding for drainage projects in the City come from the stormwater utility.

Over the past 2 years, the City has spent stormwater utility funds on a wide range of operation and maintenance projects, including:

- Culvert replacement
- Re-grading and improving bar ditches
- Clearing and removing debris from box culverts and drainage channels located within public right-of-way
- Mowing of drainage channels within public right-of-way to improve stormwater flow where vegetation has reduced channel capacity
- Re-grading of public right-of-way, where pounding water and poor drainage conditions cause mosquito concerns and/or raise the potential for flooding on

adjacent properties

- Responding to calls for service and assistance during heavy rain/severe weather where a public drainage easement exists and there is a blockage of flow

The primary focus of the stormwater utility has been on operation & maintenance to this point. As the City continues to grow, the utility could expand to include larger capital projects and other major community drainage needs as determined by the City Council.

Staff will be presenting an outline for a potential "HOA Drainage Policy" with considerations and discussion points. Future actions will be based on the feedback received.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:

1. Ord 970-2022 Levying Surface Water Drainage Utility System Charge
2. Ord 971-2022 Drainage Utility System and Service Area
3. Workshop - HOA Drainage Policy - Final

CITY OF ANNA, TEXAS

ORDINANCE NO. 970-2022

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

WHEREAS, the City of Anna City Council (the "City Council") finds that to protect the public health and safety from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff within the city; and

WHEREAS, the City Council finds that funding for improvement of the existing drainage system and construction of future drainage projects is best funded by users of the drainage system on a prorated basis; and

WHEREAS, the City Council has established a Drainage Utility System under Local Government Code, Section 552.045 and has made the following findings

- (a) it will establish a schedule of drainage charges against all real property in the service area subject to charges as permitted by Subchapter C, Chapter 552, Texas Local Government Code, subject to any exemptions as required or permitted by Subchapter C as set forth herein;
- (b) it will provide drainage for all real property in the service area on payment of drainage charges, except real property exempted in accordance with Subchapter C;
- (c) it will offer drainage service on nondiscriminatory, reasonable, and equitable terms; and
- (d) notice as required by Subchapter C has been provided and a public hearing has been held; and

WHEREAS, the City Council finds that the schedule of charges adopted hereunder is nondiscriminatory, reasonable, and equitable;

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

SECTION 1. The recitals set forth above are incorporated herein as if set forth in full and The Anna City Code of Ordinances, Appendix A (Fee Schedule) is amended to add Sec. A6.015 of Article A6.000, to read as follows:

“Sec. A6.015 Surface water drainage utility system schedule of charges

The surface water drainage utility system charge is a monthly charge to a user calculated as \$3.20 per equivalent residential unit and \$10.94/acre for non-single-family residential properties. The terms used in this section shall have the meanings set forth in Sec. 12.09.001 of this Code.”

SECTION 2. Savings, Severability and Repealing Clauses.

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

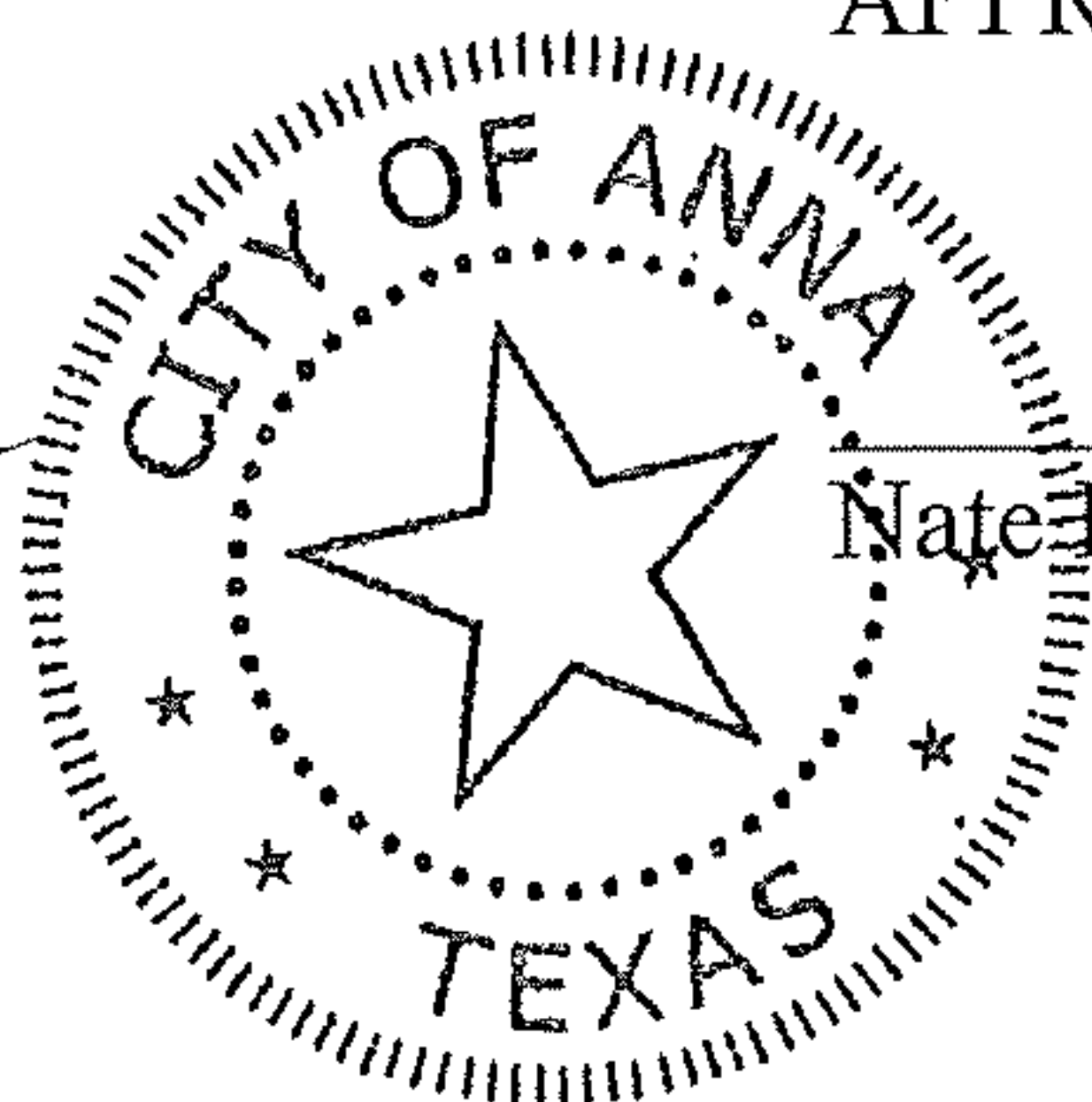
SECTION 3. Publication of the Caption Hereof and Effective Date.

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

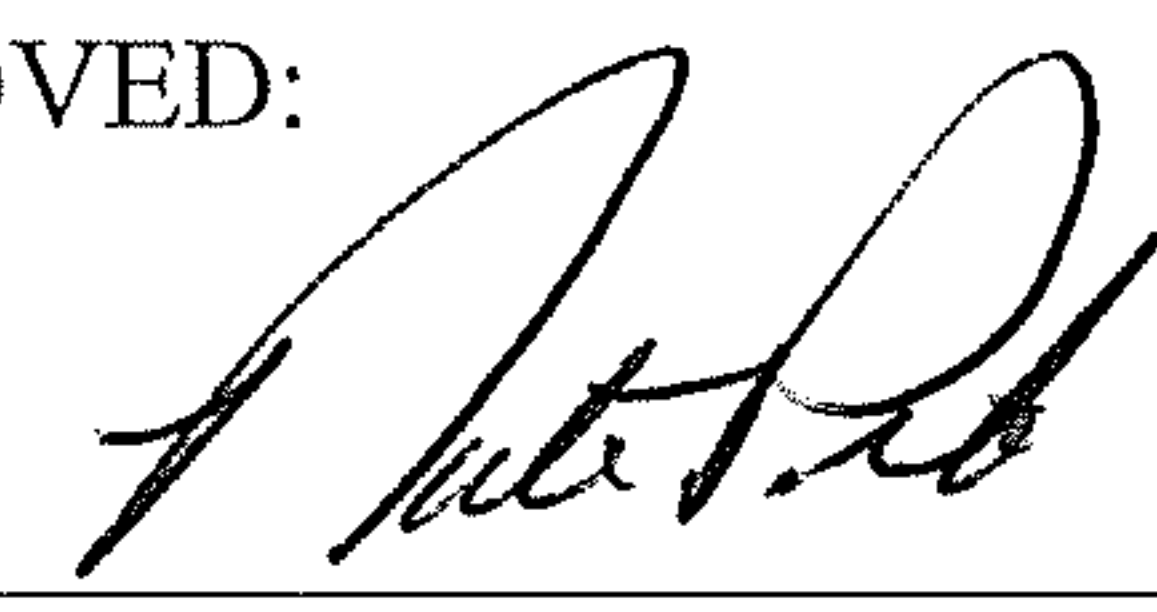
PASSED by the City Council of the City of Anna, Texas, this 15th day of April, 2022.

ATTESTED:


Carrie L. Land, City Secretary



APPROVED:

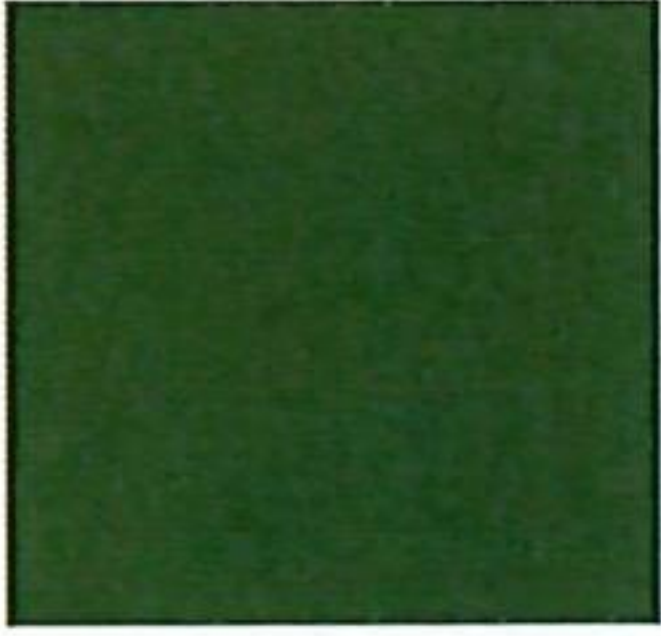

Nate Pike, Mayor



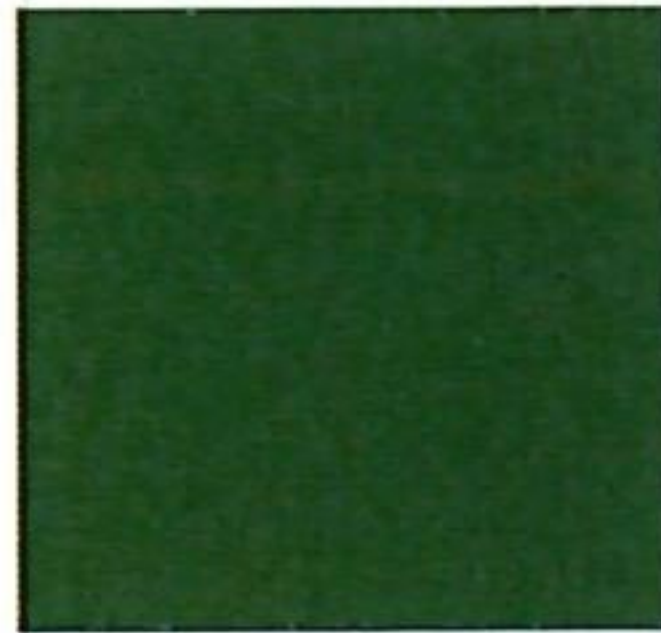
MUNICIPAL DRAINAGE UTILITY 2021 RATE ANALYSIS



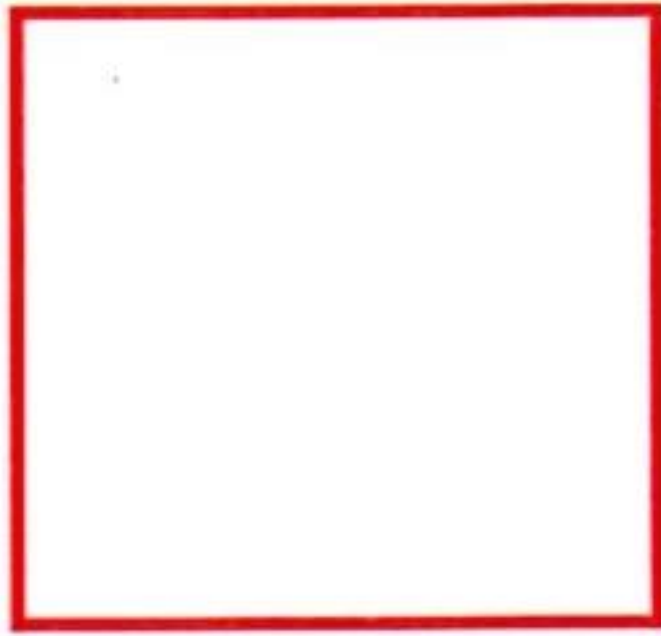
Prepared For



THE CITY OF
Anna



Prepared By



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS

TBPELS FIRM NO. 526



October 2021

CITY OF ANNA, TEXAS
MUNICIPAL DRAINAGE UTILITY
(STORMWATER SYSTEM)
2021 RATE ANALYSIS

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**CITY OF ANNA
MUNICIPAL DRAINAGE UTILITY
2021 RATE ANALYSIS**

A. INTRODUCTION

A “Drainage Charge” is a fee that is imposed by a municipality and used to finance a municipal drainage utility system. The drainage charge is to be imposed to all benefitted properties in the service area of the stormwater drainage system, excluding properties such as parks, other public-use facilities or undeveloped land. The drainage charge shall be levied on nondiscriminatory, equitable and reasonable terms, regardless the value of a property. The drainage charge rates are based on the estimated stormwater runoff rate (flow contribution) from each benefitted property and on the budgetary requirements for provision, operation and maintenance of the system.

This analysis calculates the drainage charge rates that are required to be obtained to meet the financial requirements of the system, including the cost of operation and maintenance (O&M) and the cost of the capital improvement plan (CIP) projects. That total cost is distributed among the benefitted properties, proportionally, based on the land uses and estimated runoff rates from the properties. The rates calculated are recommended monthly fees.

The calculation of the rates does not consider capacities of existing facilities or the geographical location of each benefitted property in relationship to the proposed capital improvement projects. Prior investments to the stormwater system are not included in the rate calculation.

Regulation set forth by Title 13, Subtitle A, Chapter 552 of the Local Government Code provides the framework and requirements for the Drainage Charge and Rates calculation.

B. SERVICE AREA

The 7,777-acre City of Anna City Limits was the Service Area for this analysis.

C. CALCULATION METHOD

The approach taken to classify land uses was related to the estimation of runoff rates for a per-acre assessment. The Rational Method, used for estimation of stormwater runoff rates, assigns coefficient values to various land use types which correspond to the portion of rainfall expected to runoff from a unit of land area, based on impervious cover.

Variable coefficient 'C' of the Rational Method Equation ($Q = CiA$) is the factor related to an area's impervious coverage (likewise, related to the area's ability to retain rainfall). Coefficient 'C' is multiplied by the watershed area 'A' and by the rainfall intensity 'i' to calculate a runoff flow rate 'Q'. For this calculation, C*A was used to define the runoff characteristics for the property types in the service area. C*A can be applied to storms of various intensities, and therefore, the rainfall intensity factor, 'i', was not used.

The eligible and benefitted properties in the service area were distinguished into impervious-coverage categories. Runoff coefficients, 'C'-values, were assigned to each category, per the City of Anna Storm Drainage Design Manual. An analysis of the City's parcel areas was conducted to determine each category's flow contribution percentage to the total runoff. Those percentages of the total runoff were applied to the required average monthly budget to allocate the required fees and to determine the rates.

D. RATE CATEGORIES (LAND USES)

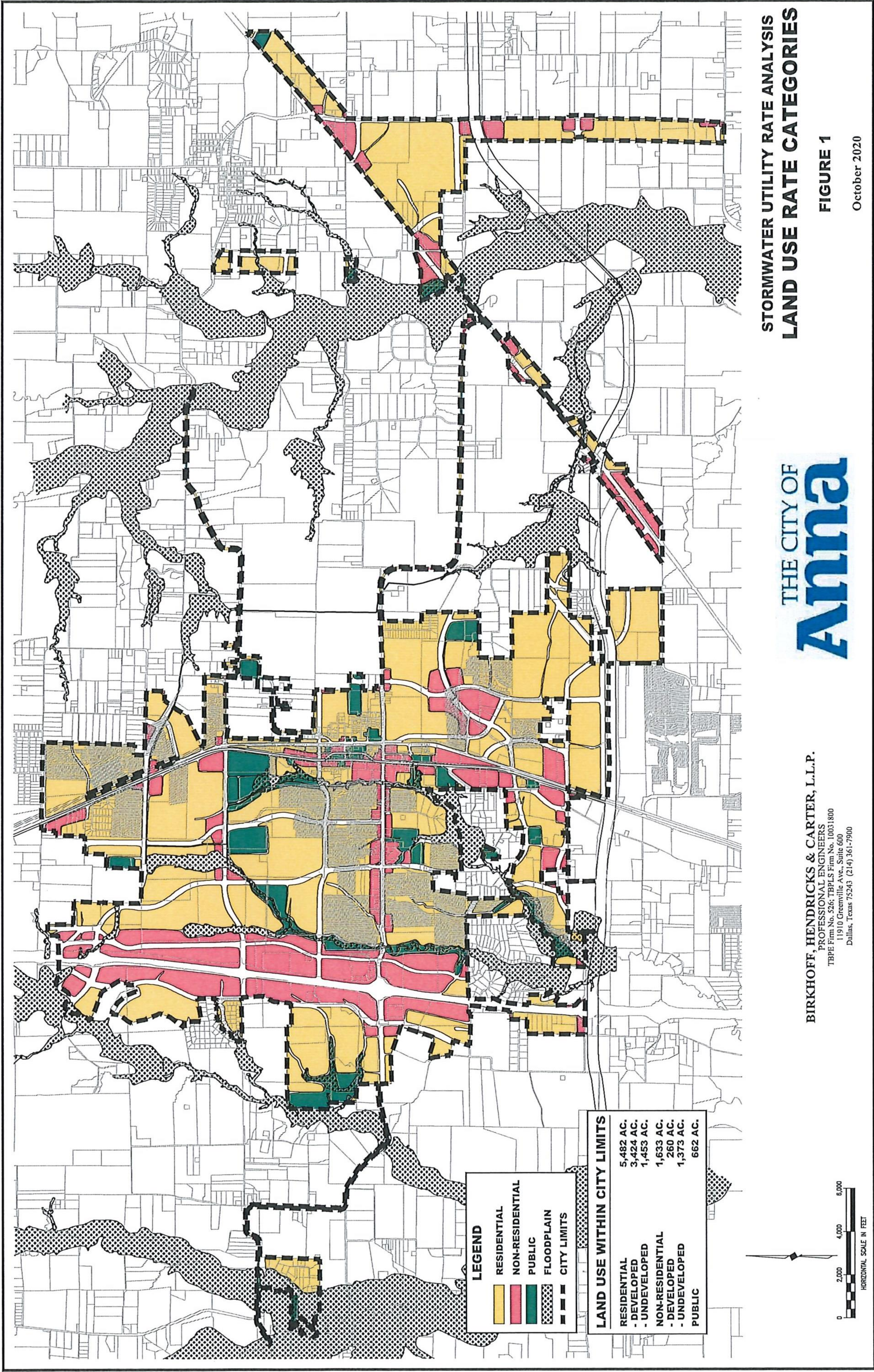
Drainage charge rates were calculated for land use Categories 1 through 3:

1. Residential
2. Non-Residential
3. Exempt Lands
 - a. Collin County
 - b. School District
 - c. Public/ Semi-Public & Parks
 - d. Undeveloped (Natural State) or Unoccupied
 - e. Religious or Cemetery (optional exemption)

It was assumed that the tracts of land within each category have similar runoff characteristics. Non-residential tracts of land typically have more impervious coverage than residential tracts due to larger concrete parking lots and buildings, while residential tracts tend to have larger portions of grassed area which detain and percolate stormwater.

The Land Use Categories are defined by measurable qualities, where applicable, for the assignment of fee classification for each benefitted property.

- **Residential Properties**– Properties used for residential dwelling.
- **Non-Residential Properties** – Tracts of land which are not used for residential dwelling and are developed such that the natural state of the property is altered may be classified as a non-residential property, unless the property was determined to be exempt per local government code (Section 552.053)
- **Public Properties (Exempt Land)** – Per the Local Government Code, tracts of land owned by Collin County or by a school district are exempt from drainage charges, and residential dwellings associated with a municipal housing authority are also exempt. Undeveloped properties held and maintained in the natural state are exempt, and subdivided lots or tracts that have not been issued a certificate of occupancy are exempt. Additionally, properties which utilize a wholly sufficient and privately owned drainage system are exempt. The City may also grant exemption from the drainage charge if a property is owned by a religious organization or used as a cemetery. A map showing the geographical distribution of the Rate Categories (Land Uses) is provided as **Figure 1**.



E. LAND USES & CHARGE DISTRIBUTION

The Texas Administrative code allows for the drainage charge rates to be established on the basis of impervious cover as it relates to land use. The mechanism for distribution of the required monthly budget (being the same as the required revenue) to the properties is by a ratio of the runoff rate calculated for the parcel in question to the total runoff rate calculated for the entire service area.

A uniform drainage charge rate is recommended for all properties classified as Single Family Residential and High Density Residential, due to relative uniformity in size and in impervious coverage, and therefore the calculation for runoff uses the average property size for those categories. Non-Residential properties, however, vary more widely by land area, and the rates calculated for those properties are based on the land area of the individual properties themselves.

Table 1 summarizes the current and 10-year projected developed parcel counts and areas for both Residential and Non-Residential lots within the service area. The table includes the 10-Year Level Average for the developed parcels and acres for each category. The table also calculates fee allocation percentages using runoff coefficients, 'C'-values, with the parcel counts and areas.

Table 1 - Calculation of Runoff Contribution by Property Category

Rate Category	2021		2031		10-Year Level Average		Runoff ^(d) Coefficient 'C'	Weighted Value 'C*A'	Proportional Share Based on C*A
	Developed Parcels	Developed Acres ^(a)	Developed Parcels ^(b)	Developed Acres ^(b)	Developed Parcels	Developed Acres			
Residential:	6,250	3,424	10,667	5,844	8,459	4,634	0.50	2,317	88.0%
Non-Residential:	N/A	260	N/A	445	N/A	353	0.90	317	12.0%
Public:	N/A	662	N/A	661	N/A	662	0	0	0%
Total:	6,250	3,684	10,667	6,289	8,459	4,987		2,634	100%

(a) Developed lots ONLY

(b) Source: 2018 City of Anna & Wastewater Impact Fee update landuse assumptions

(c) Direct Annual Average Growth per 2014 Land use assumptions: Source 2014 City of Anna & Wastewater Impact fee, Appendix A

(d) Runoff Coefficient 'C' represents impervious coverage of development on a property.

Source of 'C'-values : City of Plano Storm Drainage Design Manual

In Table 1, The 'Proportional Share Based on C*A' column provides the percentages of the budget that are to be obtained from parcels of each respective category.

F. STORMWATER SYSTEM CAPITAL IMPROVEMENT PLAN

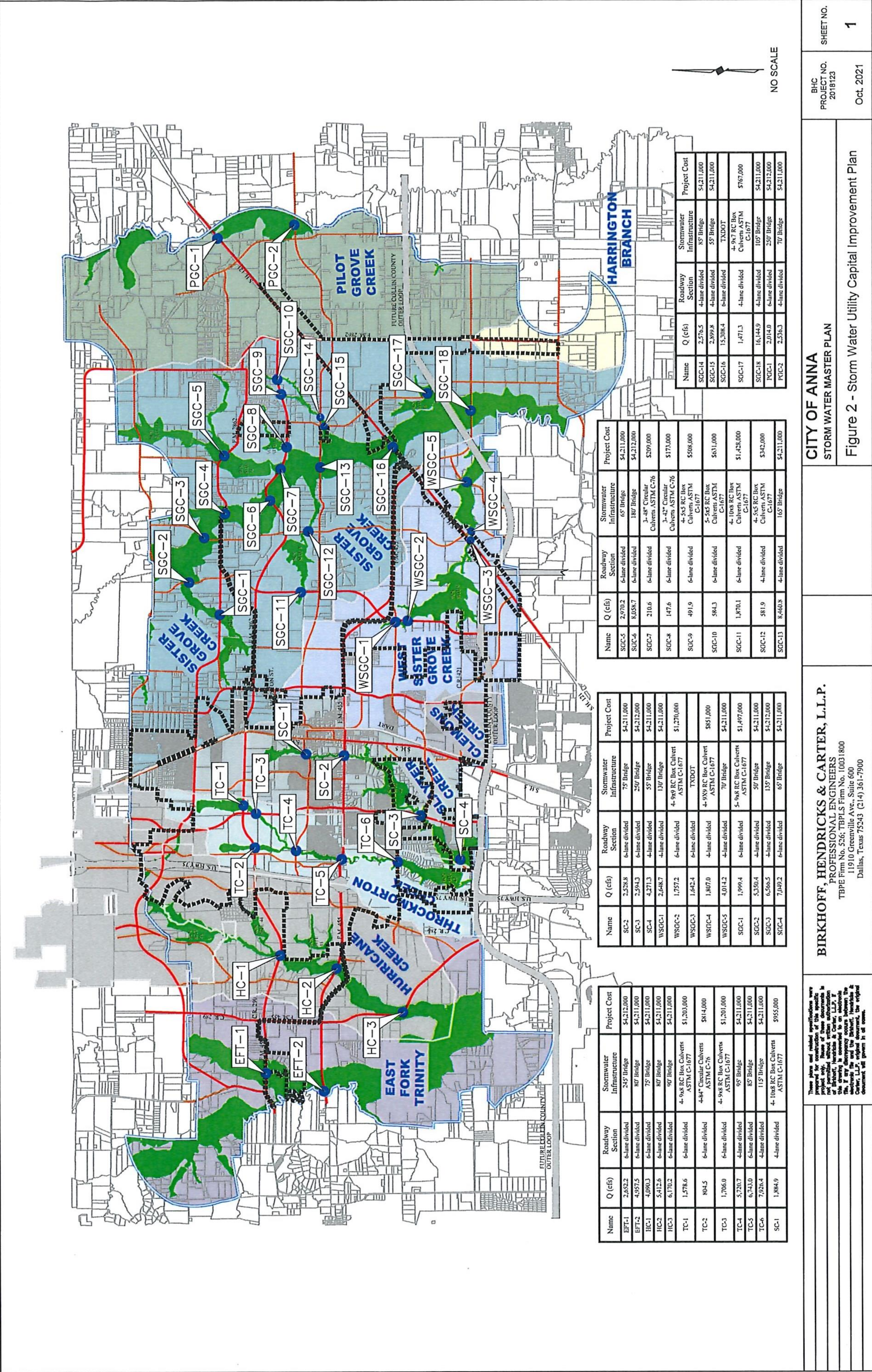
The City has developed a capital improvement plan for the stormwater utility system. The list of proposed projects has been refined through discussion over the past several years. Six (6) projects are expected to be completed over the next 10-years, or so. The projects were distinguished as the following types:

- **Bridge Projects** – Nine (9) projects are proposed to construct a bridge over a creek. One bridge is located on the west side of the City on the future extension of Creekview Drive. This bridge would be constructed at the same time of the future extension of Creekview Drive. The second bridge is located northeast of the City on F.M. 2862 (also known as Houston Street). This second bridge would expand the existing bridge when proposed expansion of F.M. 2862 is being constructed. Other seven bridges located across the City would also be constructed.
- **Culvert Projects** – Four (4) Culverts are proposed for replacement, all of which are in northwestern Anna. One of the proposed culverts cross under C.R. 369, two under C.R. 370, and one crosses under Hackberry Drive. Each of these projects include trench cuts across the roadway for the installations. In addition to Roadway trench repair, the projects may include construction of concrete headwalls and metal beam guard rail fencing for safety. Minor upstream and downstream clearing, grading, and soil stabilization activities are included in the culvert replacement projects, as warranted.

Table 2 summarizes the opinion of project cost for the sixteen (16) projects in the Capital Improvement Plan. The projects are shown by **Figure 2**, the Capital Improvement Plan map. The estimated budget and total required principal for the Capital Improvement Plan improvements is \$42,925,000.

Table 2 - Summary of 10-Year Capital Improvement Plan Expenditures

Project ID.	Stormwater Drainage System Proposed Improvement	Pipe Diameter	Length (ft.)	Estimated Construction Cost	Contingencies & Misc.	Professional Services	Material Testing	Inspection Fee	Total Capital Cost
EFT-1	Storm Water Master Plan, East Fork Trinity, Crossing EFT-1	Bridge	245	3,008,235	601,647	451,235	75,206	75,206	4,212,000
TC-1	Storm Water Master Plan, Throckmorton Creek, Crossing TC-1	4 - 9'x8'	480	858,740	171,748	128,811	21,469	21,469	1,203,000
TC-2	Storm Water Master Plan, Throckmorton Creek, Crossing TC-2	84"	480	580,830	116,166	87,125	14,521	14,521	814,000
TC-3	Storm Water Master Plan, Throckmorton Creek, Crossing TC-3	4 - 9'x8'	480	857,245	171,449	128,587	21,431	21,431	1,201,000
TC-4	Storm Water Master Plan, Throckmorton Creek, Crossing TC-4	Bridge	95	3,007,785	601,557	451,168	75,195	75,195	4,211,000
TC-5	Storm Water Master Plan, Throckmorton Creek, Crossing TC-5	Bridge	85	3,007,755	601,551	451,163	75,194	75,194	4,211,000
TC-6	Storm Water Master Plan, Throckmorton Creek, Crossing TC-6	Bridge	115	3,007,673	601,535	451,151	75,192	75,192	4,211,000
SC-1	Storm Water Master Plan, Slayter Creek, Crossing SC-1	4 - 10'x8'	320	681,940	136,388	102,291	17,049	17,049	955,000
SC-2	Storm Water Master Plan, Slayter Creek, Crossing SC-2	Bridge	75	3,007,725	601,545	451,159	75,193	75,193	4,211,000
SC-3	Storm Water Master Plan, Slayter Creek, Crossing SC-3	Bridge	250	3,008,250	601,650	451,238	75,206	75,206	4,212,000
SC-4	Storm Water Master Plan, Slayter Creek, Crossing SC-4	Bridge	55	3,007,665	601,533	451,150	75,192	75,192	4,211,000
WSGC-3	Storm Water Master Plan, West Sister Grove Creek, Crossing WSGC-3	TXDOT	0	0	0	0	0	0	0
WSGC-4	Storm Water Master Plan, West Sister Grove Creek, Crossing WSGC-4	4 - 9'x9'	320	607,200	121,440	91,080	15,180	15,180	851,000
SGC-4	Storm Water Master Plan, Sister Grove Creek, Crossing SGC-4	Bridge	65	3,007,695	601,539	451,154	75,192	75,192	4,211,000
SGC-15	Storm Water Master Plan, Sister Grove Creek, Crossing SGC-15	Bridge	55	3,007,583	601,517	451,137	75,190	75,190	4,211,000
SGC-16	Storm Water Master Plan, Sister Grove Creek, Crossing SGC-16	TXDOT	0	0	0	0	0	0	0
Total:				\$30,656,320	\$6,131,264	\$4,598,448	\$766,408	\$766,408	\$42,925,000



Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
EFT-1	2,652.2	6-lane divided	24" Bridge	\$4,212,000
EFT-2	4,957.5	6-lane divided	80" Bridge	\$4,211,000
HC-1	4,990.3	6-lane divided	75" Bridge	\$4,211,000
HC-2	5,412.6	6-lane divided	80" Bridge	\$4,211,000
HC-3	6,170.2	6-lane divided	90" Bridge	\$4,211,000
TC-1	1,578.6	6-lane divided	4-9x8 RC Box Culverts ASTM C-1677	\$1,200,000
TC-2	804.5	6-lane divided	4-48" Circular Culverts ASTM C-76	\$814,000
TC-3	1,706.0	6-lane divided	4-9x8 RC Box Culverts ASTM C-1677	\$1,200,000
TC-4	5,720.7	4-lane divided	95" Bridge	\$4,211,000
TC-5	6,743.0	6-lane divided	85" Bridge	\$4,211,000
TC-6	7,928.4	4-lane divided	115" Bridge	\$4,211,000
SC-1	1,884.9	4-lane divided	4-10x8 RC Box Culverts ASTM C-1677	\$955,000

Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
SC-2	2,528.8	6-lane divided	75" Bridge	\$4,211,000
SC-3	2,594.3	6-lane divided	250' Bridge	\$4,212,000
SC-4	4,271.3	4-lane divided	55" Bridge	\$4,211,000
WSC-1	2,648.7	4-lane divided	130' Bridge	\$4,211,000
WSC-2	1,757.2	6-lane divided	4-9x9 RC Box Culverts ASTM C-1677	\$1,270,000
WSC-3	1,662.4	6-lane divided	TXDOT	\$508,000
WSC-4	1,807.0	4-lane divided	4-9x9 RC Box Culverts ASTM C-1677	\$851,000
WSC-5	4,014.2	4-lane divided	70' Bridge	\$4,211,000
SC-1	1,999.4	6-lane divided	5-9x8 RC Box Culverts ASTM C-1677	\$1,497,000
SC-2	5,350.4	4-lane divided	50' Bridge	\$4,211,000
SC-3	6,506.5	4-lane divided	135' Bridge	\$4,212,000
SC-4	7,092.2	6-lane divided	65' Bridge	\$4,211,000

Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
SGC-5	2,970.2	6-lane divided	65' Bridge	\$4,211,000
SGC-6	8,058.7	6-lane divided	180' Bridge	\$4,212,000
SGC-7	210.6	6-lane divided	3-48" Circular Culverts ASTM C-76	\$309,000
SGC-8	147.6	6-lane divided	3-48" Circular Culverts ASTM C-76	\$173,000
SGC-9	491.9	6-lane divided	4-55 RC Box Culverts ASTM C-1677	\$508,000
SGC-10	584.3	6-lane divided	5-55 RC Box Culverts ASTM C-1677	\$631,000
SGC-11	1,870.1	6-lane divided	4-10x8 RC Box Culverts ASTM C-1677	\$1,428,000
SGC-12	581.9	4-lane divided	4-55 RC Box Culverts ASTM C-1677	\$342,000
SGC-13	8,460.8	4-lane divided	165' Bridge	\$4,211,000

Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
SGC-14	2,576.5	4-lane divided	55' Bridge	\$4,211,000
SGC-15	2,899.8	4-lane divided	55' Bridge	\$4,211,000
SGC-16	15,108.4	6-lane divided	TXDOT	\$767,000
SGC-17	1,471.3	4-lane divided	4-9x7 RC Box Culverts ASTM C-1677	\$767,000
SGC-18	1,614.9	4-lane divided	105' Bridge	\$4,211,000
PGC-1	2,014.0	6-lane divided	250' Bridge	\$4,212,000
PGC-2	2,556.3	4-lane divided	70' Bridge	\$4,211,000

G. CAPITAL IMPROVEMENT PLAN ANNULIZED DEBT SERVICE

To pay for the Capital Improvement Plan projects, this analysis assumes the city to issue bonds with a maximum value of \$5 million dollars per issuance, with an issuance cost of 1.5%, an interest rate of 4%, and a term of 20 years per issuance. **Table 3** below calculates the average Total Annual and Monthly Debt Service during the 10-year term of this evaluation.

Table 3 Annulized Capital Improvement Project Debt Service

Year	Issue 1 ⁽¹⁾	Issue 2 ⁽¹⁾	Issue 3 ⁽¹⁾	Total Annual Debt Service	Monthly Debt Service
Amount	\$5,000,000	\$5,000,000	\$5,000,000		
2022	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2023	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2024	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2025	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2026	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2027	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2028	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2029	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2030	\$373,427	\$373,427	\$373,427	\$1,120,282.15	\$93,356.85
2031	\$373,427	\$373,427	\$373,427	\$1,120,282.15	\$93,356.85
Average:				\$672,169.29	\$56,014.11

(1) Note: Financing Terms

Issuance Cost: 1.5%

Term (Years) 20

Rate: 4%

H. OPERATION & MAINTENANCE ANNUALIZED EXPENDITURES

The Estimated 2021 City of Anna Budget for the operation and maintenance (O&M) of the Stormwater System is \$103,105. Because there is not currently a sperate storm water utility account, this amount represents ten percent (10%) of the City's Street Budget. The revenue is used for general maintenance items such as mowing of channels, inspections and debris removal. It is also used for administrative, planning and regulatory-compliance costs for operation of the system.

City staff anticipates future expenditures which will increase the required O&M budget, including personnel expansion, equipment purchases and Municipal Separate Storm Sewer System (MS4) permitting. In the future, the required O&M budget will have a 10-Year annualized average of approximately \$289,070 per year. It is also anticipated that within the rate study period, the city will be required to service a general permit for storm water discharge into the waters of the U.S. As shown in Table 3 below, beginning in the year 2025 the operation and maintenance budget includes a \$75,000 fund for the municipal separate storm sewer system (MS4) annual permit requirements and will grow with a 1.7% CPI rate.

Currently the budget has limited resources for proper and consistent stormwater maintenance. Therefore, a new 'Enhanced Storm Water Maintenance' program has been created with an initial amount of \$175,000. This program will allow for the city to regularly maintain stormwater utilities and equipment as the city grows.

Table 4 calculates the average annual budget required to operate and maintain the stormwater system over the next ten years. The average annual O&M budget anticipated for the next 10-years is **\$524,514**. *This is the O&M 10-year level amount utilized for this study.*

The O&M expenses are to be recovered monthly through the drainage charge.

TABLE 4 - Operation & Maintenance Budget

Year	Inflation (CPI) Rate (%)	Annual ^(A) O&M Budget Projection	Enhanced Storm Water Maintenance Program	MS4 Permit Expenses	Capital ^(c) (Equipment) Expenditure	Total Annual Amount (\$) ^(d)
2021	1.7%	\$103,105	\$170,000	\$0		\$273,105
2022 ^(b)	1.7%	\$284,857	\$172,890	\$0	\$66,000	\$457,747
2023	1.7%	\$289,700	\$175,829	\$0		\$465,529
2024	1.7%	\$294,625	\$178,818	\$0		\$473,443
2025	1.7%	\$299,633	\$181,858	\$75,000		\$556,492
2026	1.7%	\$304,727	\$184,950	\$76,275		\$565,952
2027	1.7%	\$309,908	\$188,094	\$77,572		\$575,573
2028	1.7%	\$315,176	\$191,291	\$78,890		\$585,358
2029	1.7%	\$320,534	\$194,543	\$80,232		\$595,309
2030	1.7%	\$325,983	\$197,851	\$81,595		\$605,429
2031	1.7%	\$331,525	\$201,214	\$82,983		\$615,722
Average:	1.7%	\$289,070	\$185,213	\$50,232		\$524,514

(A) Total Annualized Sum of 2021 = \$1,031,046 * 10%

(b) Add 2 Maintenance -Tech I [Est. \$54,000/yr], 1 Crew Leader [Est. \$72,000]

(c) 3/4 Ton Pickup [Est. \$38,000], 1-20 Foot Trailer [Est. \$18,000], Additional Misc. Equipment [Est. \$10,000]

(d) Total Annual Amount divided by 12 results in Total Monthly Budget

I. STORM WATER UTILITY RATE OPTIONS

A. 10-Year Level Rate Analysis (Base Approach)

In this analysis, the monthly fee for both Residential and Non-Residential lots is calculated on a ten-year (10-year) level rate by using the average budget over a 10-year period for both the Operation and Maintenance and Capital Improvements budget. Three (3) different options are considered

Option 1: Operation and Maintenance monthly budget (Table 5)

Option 2: Capital Improvement Project monthly budget (Table 6)

Option 3: Combining both O&M and CIP monthly budgets. (Table 7)

Tables 5-7 below present the calculate the monthly residential and non-residential fee based on these three different options.

TABLE 5 - Stormwater Utility Rate Calculation (O&M Budget Only)

Rate Category	Porportional Share Based on C*A	Total O&M Monthly Budget (\$) (Table 5)	Parcel Count (#)	Total Area (ac.)	Monthly Fee Per Parcel	Monthly Fee Per Acre
Residential	88.0%	\$38,437	8,459	4,634	\$4.54	N/A
Non-Residential	12.0%	\$5,263	0	353	N/A	\$14.93
Public	0.0%	\$0	0	0	N/A	N/A
Total:	100%	\$43,700	8,459	4,987		

TABLE 6 - Stormwater Utility Rate Calculation (CIP Only)

Rate Category	Porportional Share Based on C*A	Total Monthly Debt Service (\$) (Table 4)	Parcel Count (#)	Total Area (ac.)	Monthly Fee Per Parcel	Monthly Fee Per Acre
Residential	88.0%	\$49,268	8,459	4,634	\$5.82	N/A
Non-Residential	12.0%	\$6,746	0	353	N/A	\$19.14
Public	0.0%	\$0	0	0	N/A	N/A
Total:	100%	\$56,014	8,459	4,987		

TABLE 7 - Stormwater Utility Rate Calculation (Combined CIP + O&M)

Rate Category	Porportional Share Based on C*A	Total Monthly Requirement (\$) (Table 4+5)	Parcel Count (#)	Total Area (ac.)	Monthly Fee Per Parcel	Monthly Fee Per Acre
Residential	88.0%	\$87,705	8,459	4,634	\$10.37	N/A
Non-Residential	12.0%	\$12,009	0	353	N/A	\$34.07
Public	0.0%	\$0	0	0	N/A	N/A
Total:	100%	\$99,714	8,459	4,987		

The Calculated Fees shown in Tables 5-7 are the maximum allowable fees for the properties of each land use classification. The calculated fees assume that the fees shall be fixed for the next five years, however, the Local Government Code allows for the governing body of the stormwater utility to adjust the charges from time to time. It is recommended the maximum fee calculation be reviewed and adjusted, as required, prior to termination of the 5-year period. The update shall reestablish the O&M budgetary requirements with the possible inclusion of newly identified stormwater capital improvement projects and shall consider land use developments in the service area.

Based on the calculated fees, we recommended implementation of the following **Maximum Fee Rates** that include both the Storm Water System Operation and Maintenance expenditures and the Storm Water System Capital Improvements debt service:

Residential:	\$10.37 per month
Non-Residential:	\$34.07 per Acre

B. 10-Year Annual Analysis (Supplemental Approach)

During the review phase of this analysis, the City staff requested we perform a “supplemental” annualized evaluation of the storm water rate. In this analysis the monthly fee for both Residential and Non-Residential lots is calculated on a year-by-year annual basis, and utilizes the annual O&M and Capital Projects Debt Service budgets over a projected ten-year period.

This approach requires a more focused estimate of annual growth in residential units and non-residential developments. Table 1A below is an itemized presentation of Table 1 and presents the estimated annual growth in residential units and non-residential developments and calculates the proportional “CA” used for each year of the analysis.

This approach results in an initial lower fee that generally increases over time.

TABLE 1A - Calculation of Runoff Contribution by Property Category (Annual Estimate)

Year	Residential Units					Non Residential acres				Total CA
	Lots	Acres (A)	Run-off "C"	Weighted CA	Proportional CA	Acres	Run-off "C"	Weighted CA	Proportional CA	
2021	6,250	3,424	0.5	1,712.0	87.98%	260	0.9	234.0	12.02%	1,946.0
2022	6,500	3,561	0.5	1,780.5	87.99%	270	0.9	243.0	12.01%	2,023.5
2023	6,800	3,725	0.5	1,862.5	88.01%	282	0.9	253.8	11.99%	2,116.3
2024	7,200	3,944	0.5	1,972.0	88.06%	297	0.9	267.3	11.94%	2,239.3
2025	7,700	4,218	0.5	2,109.0	88.08%	317	0.9	285.3	11.92%	2,394.3
2026	8,450	4,629	0.5	2,314.5	88.11%	347	0.9	312.3	11.89%	2,626.8
2027	9,217	5,049	0.5	2,524.5	87.93%	385	0.9	346.5	12.07%	2,871.0
2028	9,877	5,411	0.5	2,705.5	88.13%	405	0.9	364.5	11.87%	3,070.0
2029	10,427	5,712	0.5	2,856.0	88.19%	425	0.9	382.5	11.81%	3,238.5
2030	10,667	5,844	0.5	2,922.0	87.95%	445	0.9	400.5	12.05%	3,322.5
2031	10,667	5,844	0.5	2,922.0	87.95%	445	0.9	400.5	12.05%	3,322.5

The same Three (3) different options are considered

Option 1: Operation and Maintenance monthly budget (Table 5A)

Option 2: Capital Improvement Project monthly budget (Table 6A)

Option 3: Combining both O&M and CIP monthly budgets (Table 7A)

Tables 5A-7A below present the calculate the monthly residential and non-residential fee based on these three different options.

TABLE 5A- Stormwater Utility Rate Calculation (O&M Budget Only)

Year	Total Annual O&M Budget Amount (\$)	Monthly Rates	
		Residential Rate (per Unit)	Non-Residential Rate (per Acre)
2021	\$273,105	\$3.20	\$10.52
2022	\$457,747	\$5.16	\$16.97
2023	\$465,529	\$5.02	\$16.49
2024	\$473,443	\$4.83	\$15.86
2025	\$556,492	\$5.30	\$17.44
2026	\$565,952	\$4.92	\$16.16
2027	\$575,573	\$4.58	\$15.04
2028	\$585,358	\$4.35	\$14.30
2029	\$595,309	\$4.20	\$13.79
2030	\$605,429	\$4.16	\$13.66
2031	\$615,722	\$4.23	\$13.89
Average:	\$524,514	\$4.67	\$15.36

TABLE 6A - Stormwater Utility Rate Calculation (CIP Only)

Year	Annual CIP Debt Service	Monthly Rates	
		Residential Rate (per Unit)	Non-Residential Rate (per Acre)
2021	\$373,427	\$4.38	\$14.39
2022	\$373,427	\$4.21	\$13.84
2023	\$373,427	\$4.03	\$13.23
2024	\$373,427	\$3.81	\$12.51
2025	\$746,855	\$7.12	\$23.40
2026	\$746,855	\$6.49	\$21.33
2027	\$746,855	\$5.94	\$19.51
2028	\$746,855	\$5.55	\$18.24
2029	\$1,120,282	\$7.90	\$25.94
2030	\$1,120,282	\$7.70	\$25.28
2031	\$672,169	\$4.62	\$15.17
Average:	\$672,169.29	\$5.61	\$18.44

TABLE 7A - Stormwater Utility Rate Calculation (Combined CIP + O&M)

Year	Total Annual O&M Budget Amount (\$)	Annual CIP Debt Service	Total Annual Budget (O&M + CIP)	Monthly Rates	
				Residential Rate (per Unit)	Non-Residential Rate (per Acre)
2021	\$273,105	\$373,427	\$646,532	\$7.58	\$24.91
2022	\$457,747	\$373,427	\$831,175	\$9.38	\$30.81
2023	\$465,529	\$373,427	\$838,956	\$9.05	\$29.73
2024	\$473,443	\$373,427	\$846,870	\$8.63	\$28.37
2025	\$556,492	\$746,855	\$1,303,346	\$12.42	\$40.84
2026	\$565,952	\$746,855	\$1,312,807	\$11.41	\$37.49
2027	\$575,573	\$746,855	\$1,322,428	\$10.51	\$34.55
2028	\$585,358	\$746,855	\$1,332,213	\$9.91	\$32.54
2029	\$595,309	\$1,120,282	\$1,715,591	\$12.09	\$39.73
2030	\$605,429	\$1,120,282	\$1,725,711	\$11.86	\$38.94
2031	\$615,722	\$672,169	\$1,287,891	\$8.85	\$29.06
Average:	\$524,514.41	\$672,169.29	\$1,196,683.70	\$10.15	\$33.36

J. Non-Residential Stormwater Detention System Fee Credit

Several non-residential properties in the City of Anna currently utilize stormwater detention systems (ie. detention or retention ponds) to reduce runoff rates from the developed properties. An effective, on-site stormwater detention system benefits the City's existing stormwater drainage system by reducing the rate of runoff from the property to the stormwater system, thus reducing the required capacity of the downstream municipal utility system. The City may allow those non-residential properties which utilize an effective stormwater detention system to seek Stormwater Drainage Fee-Reduction Credit.

We recommend requirement of application for the fee-reduction credits that is to be administered, approved and maintained by the City. We recommend the fee-reduction be proportional to the calculated reduction in runoff flow rate provided by the installed detention system, with a maximum allowable reduction established as an equivalent runoff estimated with a 'C'-factor of 0.5. The calculated non-residential fee rate, \$34.07 per acre, utilizes a runoff 'C'-factor of 0.9, and therefore the maximum fee-reduction for a well-performing on-site stormwater detention system results in a reduced fee rate of **\$18.93 per acre**. The detention system would require review by a licensed engineer in the State of Texas to provide the calculation results necessary for the calculation of the actual flow reduction.

It is further recommended that the City inspect those stormwater detention systems credited for the reduction of runoff flow rate. The facilities must be maintained to ensure performance of the rated flow reduction. The City may require submission of a maintenance schedule with the application, for which City-approval and adherence by the property owner would be required. The City shall retain the powers to revoke the fee-credit upon non-conformance to the maintenance schedule or if the system is removed or found in disrepair. If the detention system fails, the fee-credits shall be revocable and subject to back-charges, based on the City's determination of the failure period and severity.



**MUNICIPAL DRAINAGE UTILITY
2021 RATE ANALYSIS**

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS
TBPELS Firm No. 526

October 2021

CITY OF ANNA, TEXAS
ORDINANCE NO. 971-2022

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

WHEREAS, the City of Anna City Council (the "City Council") finds that to protect the public health and safety from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff within the city; and

WHEREAS, the City Council finds that funding for improvement of the existing drainage system and construction of future drainage projects is best funded by users of the drainage system on a prorated basis; and

WHEREAS, the City Council desires to establish a municipal drainage utility system and this ordinance is adopted for that purpose pursuant to the Texas Local Government Code, Subchapter C, Sections 552.041, et seq., as amended; and

WHEREAS, the City Council finds that pursuant to the Local Government Code, Section 552.045:

- (a) it will establish a schedule of drainage charges against all real property in the service area subject to charges as permitted by Subchapter C, Chapter 552, Texas Local Government Code, subject to any exemptions as required or permitted by Subchapter C as set forth herein;
- (b) it will provide drainage for all real property in the service area on payment of drainage charges, except real property exempted in accordance with Subchapter C;
- (c) it will offer drainage service on nondiscriminatory, reasonable, and equitable terms; and
- (d) notice as required by Subchapter C has been provided and a public hearing has been held; and

WHEREAS, the City Council finds that certain persons and entities shall be exempt from the rules, regulations, and charges imposed by the new 12.09 (Drainage), of The Anna City Code of Ordinances;

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

SECTION 1. The recitals set forth above are incorporated herein as if set forth in full and The Anna City Code of Ordinances Chapter 12 (Utilities) is amended to add Article 12.09 (Drainage), to read as follows:

ARTICLE 12.09. DRAINAGE

Sec. 12.09.001 Definitions.

Benefitted property. An improved lot or tract to which drainage service is made available under this article.

City. The City of Anna, Texas.

City council. The city's governing body.

Cost of service. As applied to the drainage utility system service to any benefitted property:

- (a) the prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land relating to structures, equipment, and facilities used in draining the benefitted property;
- (b) the prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities used in draining the benefitted property;
- (c) the prorated cost of architectural, engineering, legal, and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in draining the benefitted property;
- (d) the prorated cost of all machinery, equipment, furniture, and facilities necessary or incident to the provision and operation of draining the benefitted property;
- (e) the prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the benefitted property;
- (f) the prorated cost of debt service and reserve requirements of structures, equipment, and facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the city; and
- (g) the administrative costs of a drainage utility system.

Drainage. Bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Drainage utility. The drainage utility established under this article in accordance with Subchapter C.

Drainage utility system. The drainage system owned or controlled in whole or in part by the city and dedicated to the service of benefitted property, including provisions for additions to the system.

Equivalent Residential Unit (ERU). An area of impervious coverage on an improved lot or tract that is generally equal to the average impervious area on a single family property in the City limits, calculated as 3,600 square feet.

User. The person or entity who owns or occupies a benefitted property.

Impervious Cover. Impervious area for the purpose of the SDUS charge, defined below, means any surface or subsurface of benefitted property including, but not be limited to, roads, parking areas, buildings, roofs, pools, patios, sheds, driveways, private sidewalks, compacted subgrades, compacted gravel used for vehicular traffic and/or parking, and other impermeable construction that does not readily absorb water and has the effect of increasing water runoff flow rate or runoff volume that drains to the drainage utility system.

Improved lot or tract. A lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Surface water drainage utility system (SDUS) charge means the total monthly drainage charge for a benefitted property as calculated under this article and the schedule of charges adopted by the city council, as may be modified from time to time.

Wholly sufficient and privately owned drainage system. Land owned and operated by a person other than a municipal drainage utility system the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of the drainage utility system.

Sec. 12.09.002 Establishment of drainage utility.

The provisions of Subchapter C, Chapter 552, Texas Local Government Code ("Subchapter C"), are hereby adopted to create a drainage utility for the city. Accordingly, drainage of the city is hereby declared to be a public utility. The city incorporates into the drainage utility system all existing property, facilities, materials, and supplies constituting the city's drainage utility system on the effective date of this article. All future acquisitions by the city of real or personal property used in the city's drainage utility system shall be maintained as a part of the drainage utility.

Sec. 12.09.003 Service area.

The service area for the drainage utility shall include all real property within the city limits of the City of Anna as now existing and which may be annexed hereafter from time to time.

Sec. 12.09.004 Calculation of drainage charges.

(a) The city council finds that:

(1) impervious cover increases water runoff and associated pollutants: and

(2) rates charged shall be based on a benefitted property's impact on the drainage utility system; and

(3) it is fair and equitable to calculate the impact and assess the drainage charge to each benefitted property based on impervious cover, subject to the limitation set forth below for single family residential properties.

(b) The city council hereby imposes a drainage charge to be paid by users of benefitted property to cover the cost of service of the drainage utility system. Said drainage charge shall be set forth in a schedule of charges to be adopted by the city council and calculated as follows:

(1) Single family residential properties shall be measured as one ERU per month regardless of actual amount of impervious cover on such properties;

(2) except with respect to the limitation for single family residential properties set forth in subsection (1), above, all non-exempt benefitted properties shall be measured for ERU in one/tenth increments with no maximum and for such non-exempt properties there shall be a minimum of one ERU regardless of actual amount of impervious cover on such properties; and

(3) Each benefitted property shall be assessed a monthly SDUS fee to be established by the city council in a schedule of charges. The schedule of charges shall be included in Appendix A Schedule of Fees.

(c) The city council may adjust the values, rates, and fees at any time based upon the recommendation of the city manager that the cost of service for the drainage utility warrants an adjustment in rates.

(d) The rates to be imposed shall be collected through the city's bill for public utilities in accordance and be set forth therein as a separate charge.

Sec. 12.09.006 Segregation of income.

The income of the drainage utility system shall be segregated and completely identifiable in city accounts. If drainage charges are solely for the cost of service, the city may transfer the charges in whole or in part to the city's general fund, except for any part collected outside municipal boundaries and except for any part pledged to retire any outstanding indebtedness or obligation incurred, or as a reserve for future construction, repair, or maintenance of the drainage utility system. If the city council has levied, in the drainage charge, an amount in contribution to the funding of future system improvements, including replacement, new construction, or extension, that amount is not transferable to the general fund.

Sec. 12.09.007 Exemptions; fee credits.

(a) The following shall be exempt from the provisions of this article:

- (1) property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- (2) property held and maintained in its natural state until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city for maintenance;
- (3) a subdivided lot until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
- (4) property owned by the United States, the State of Texas, or Collin County;
- (5) property owned by Anna Independent School District and private K-12 education providers;
- (6) property owned by public or private institutions of higher education; and
- (7) property owned by a religious organization that is exempt from taxation pursuant to Section 11.20, Tax Code.

(b) A property owner may petition the city to reduce the drainage utility fee for an individual property to account for on-site stormwater management controls that reduce the property's impact to the drainage utility system. The petition shall be evaluated and the fee adjustment decision determined by the city engineer or the engineer's designated representative. The evaluation and determination performed by the city engineer shall be based on nondiscriminatory, reasonable and equitable terms in accordance with the applicable law and this section.

Sec. 12.09.008 No effect on land owner obligations under city ordinances; no waiver of immunity; other laws and obligations.

(a) The establishment of the drainage utility by the city does not relieve users, private land owners, developers, other individuals or entities from responsibility for providing drainage improvements in connection with land development pursuant to the other ordinances of the city or laws of the State of Texas that relate to flooding, drainage, drainage management, or drainage improvements.

(b) The establishment of the drainage utility does not imply or warrant that a benefitted property will be free from flooding, pollution, or stream erosion. The city makes no representation that all drainage problems will be remedied. This ordinance does not create additional duties on the part of the city or create new liability or remedies for any flooding, stream erosion, deterioration of water quality, or other damages. Nothing in this ordinance shall be deemed to waive the city's immunity under law or reduce the need or necessity for flood insurance.

(c) This article is intended to be read in harmony with all other provisions of this Code. To the extent this article conflicts with any other provision in this code, the provisions shall be harmonized

when possible, however, this article shall control and supersede any other conflicting provision regarding the drainage utility system.

(d) A wholly sufficient and privately owned drainage system must have volume to capture runoff for storms of magnitude up to and included in the one-percent annual chance (100-year) storm event, 24-hour duration. Captured runoff must be removed from the retention system of a wholly sufficient and privately owned drainage system within 72 hours of the rainfall event without discharging into the drainage utility system. Owner of the wholly sufficient and privately owned drainage system must provide evidence to the city to show the facility meets the above requirements. Failure to comply with this provision shall result in a wholly sufficient and privately owned drainage system being deemed to be a benefitted property and subject to the SDUS charge and other provisions of this article.

Sec. 12.09.009 Delinquencies.

Any charge due hereunder which is not paid when due may be recovered in an action at law by the city. In addition to any other remedies or penalties provided in Subchapter C or other law, failure of a user within the service area to pay the charges promptly when due shall subject such user to discontinuance of any utility services provided by the city. City employees of the utility drainage system shall have access, at all reasonable times, to any benefitted properties served by the drainage utility for inspection or repair or for the enforcement of the provisions of this article; provided, however that this section does not authorize entry, access or searches where a search warrant is required.

Section 12.09.010 Appeals.

- (a) Billing and payment disputes for administrative issues shall be subject to appeals procedures used by the city for other utility billing disputes.
- (b) Appeals for the following reasons shall be directed to the public works director or his designee for evaluation and determination:
 - (1) exempt property has been assessed a charge under this article;
 - (2) a charge under this article for an individual property is based on an incorrect determination of the property's contribution to the drainage utility system, as established in accordance with the schedule of charges referenced in Sec. 12.09.004(b)(3);
 - (3) a charge under this article for an individual property is assessed on more than one utility account;
 - (4) a charge under this article is assessed to individual property outside the service area; or
 - (5) a benefitted property has boundaries or dimensions that deviate from the city's determination of the boundaries or dimensions for such benefitted property.

- (c) The public works director or his designee shall render a written decision on such appeals within thirty (30) days after receiving a written notice of appeal from the user.
- (d) Any user who disagrees with the decision of the public works director or his designee may appeal to the city manager. The city manager shall render a written decision on such appeals within thirty (30) days after receiving a written notice of appeal from the user. The city manager's decision is final. If the city manager does not render a decision within thirty (30) days of an appeal, it shall be deemed to have sustained the decision of the public works director.

SECTION 2. Savings, Severability and Repealing Clauses.

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

SECTION 3. Publication of the Caption Hereof and Effective Date.

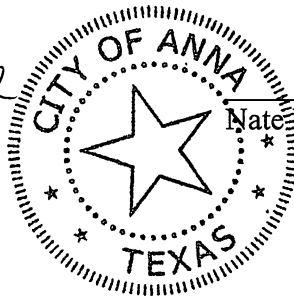
This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas, this 12th day of April, 2022.

ATTESTED:

Carrie L. Land
Carrie L. Land, City Secretary

APPROVED:



Nate Pike
Nate Pike, Mayor



MUNICIPAL DRAINAGE UTILITY 2021 RATE ANALYSIS



Prepared For



THE CITY OF
Anna

Prepared By



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS

TBPELS FIRM NO. 526



October 2021

CITY OF ANNA, TEXAS
MUNICIPAL DRAINAGE UTILITY
(STORMWATER SYSTEM)
2021 RATE ANALYSIS

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**CITY OF ANNA
MUNICIPAL DRAINAGE UTILITY
2021 RATE ANALYSIS**

A. INTRODUCTION

A “Drainage Charge” is a fee that is imposed by a municipality and used to finance a municipal drainage utility system. The drainage charge is to be imposed to all benefitted properties in the service area of the stormwater drainage system, excluding properties such as parks, other public-use facilities or undeveloped land. The drainage charge shall be levied on nondiscriminatory, equitable and reasonable terms, regardless the value of a property. The drainage charge rates are based on the estimated stormwater runoff rate (flow contribution) from each benefitted property and on the budgetary requirements for provision, operation and maintenance of the system.

This analysis calculates the drainage charge rates that are required to be obtained to meet the financial requirements of the system, including the cost of operation and maintenance (O&M) and the cost of the capital improvement plan (CIP) projects. That total cost is distributed among the benefitted properties, proportionally, based on the land uses and estimated runoff rates from the properties. The rates calculated are recommended monthly fees.

The calculation of the rates does not consider capacities of existing facilities or the geographical location of each benefitted property in relationship to the proposed capital improvement projects. Prior investments to the stormwater system are not included in the rate calculation.

Regulation set forth by Title 13, Subtitle A, Chapter 552 of the Local Government Code provides the framework and requirements for the Drainage Charge and Rates calculation.

B. SERVICE AREA

The 7,777-acre City of Anna City Limits was the Service Area for this analysis.

C. CALCULATION METHOD

The approach taken to classify land uses was related to the estimation of runoff rates for a per-acre assessment. The Rational Method, used for estimation of stormwater runoff rates, assigns coefficient values to various land use types which correspond to the portion of rainfall expected to runoff from a unit of land area, based on impervious cover.

Variable coefficient 'C' of the Rational Method Equation ($Q = CiA$) is the factor related to an area's impervious coverage (likewise, related to the area's ability to retain rainfall). Coefficient 'C' is multiplied by the watershed area 'A' and by the rainfall intensity 'i' to calculate a runoff flow rate 'Q'. For this calculation, C*A was used to define the runoff characteristics for the property types in the service area. C*A can be applied to storms of various intensities, and therefore, the rainfall intensity factor, 'i', was not used.

The eligible and benefitted properties in the service area were distinguished into impervious-coverage categories. Runoff coefficients, 'C'-values, were assigned to each category, per the City of Anna Storm Drainage Design Manual. An analysis of the City's parcel areas was conducted to determine each category's flow contribution percentage to the total runoff. Those percentages of the total runoff were applied to the required average monthly budget to allocate the required fees and to determine the rates.

D. RATE CATEGORIES (LAND USES)

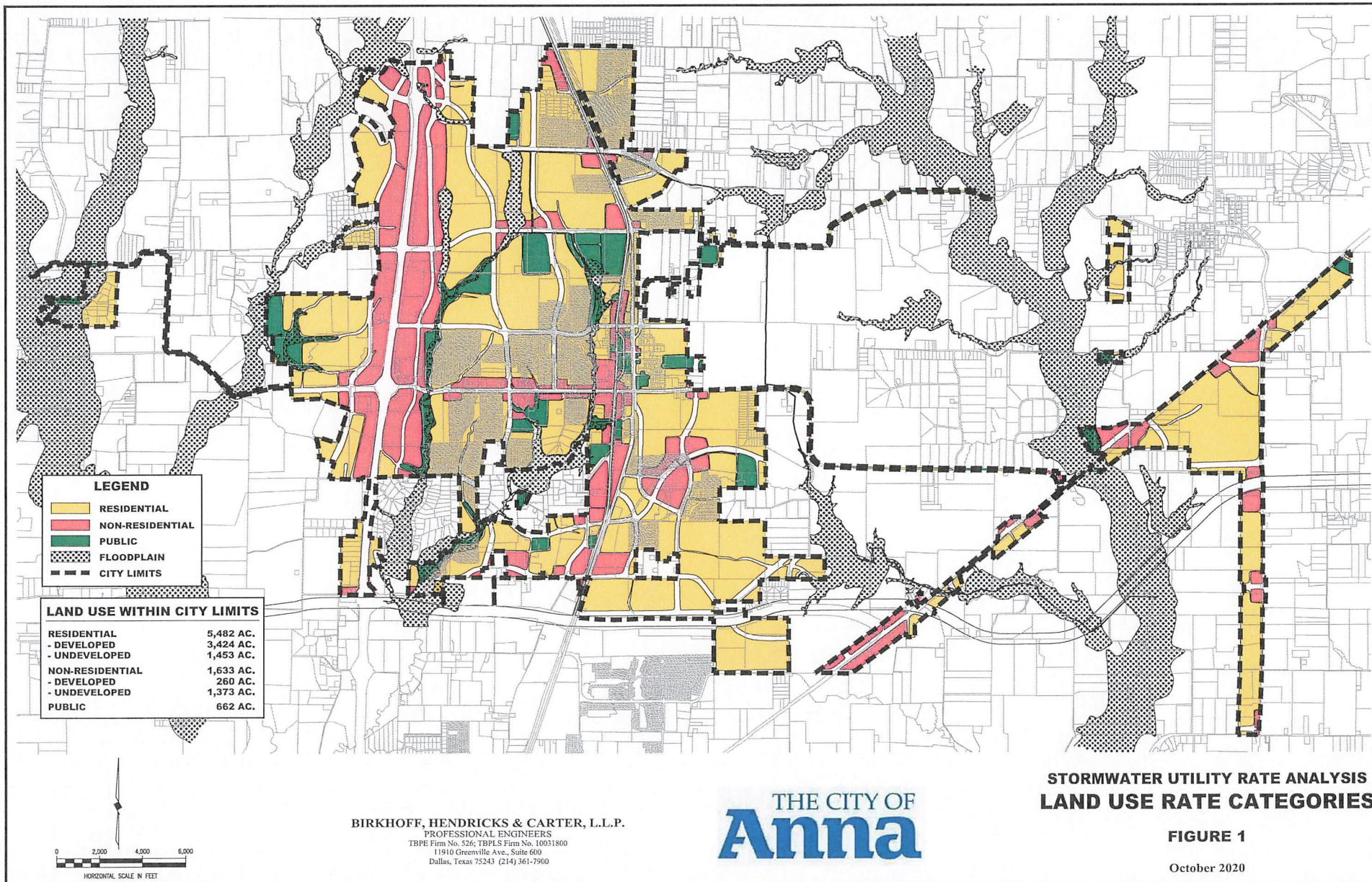
Drainage charge rates were calculated for land use Categories 1 through 3:

1. Residential
2. Non-Residential
3. Exempt Lands
 - a. Collin County
 - b. School District
 - c. Public/ Semi-Public & Parks
 - d. Undeveloped (Natural State) or Unoccupied
 - e. Religious or Cemetery (optional exemption)

It was assumed that the tracts of land within each category have similar runoff characteristics. Non-residential tracts of land typically have more impervious coverage than residential tracts due to larger concrete parking lots and buildings, while residential tracts tend to have larger portions of grassed area which detain and percolate stormwater.

The Land Use Categories are defined by measurable qualities, where applicable, for the assignment of fee classification for each benefitted property.

- **Residential Properties**– Properties used for residential dwelling.
- **Non-Residential Properties** – Tracts of land which are not used for residential dwelling and are developed such that the natural state of the property is altered may be classified as a non-residential property, unless the property was determined to be exempt per local government code (Section 552.053)
- **Public Properties (Exempt Land)** – Per the Local Government Code, tracts of land owned by Collin County or by a school district are exempt from drainage charges, and residential dwellings associated with a municipal housing authority are also exempt. Undeveloped properties held and maintained in the natural state are exempt, and subdivided lots or tracts that have not been issued a certificate of occupancy are exempt. Additionally, properties which utilize a wholly sufficient and privately owned drainage system are exempt. The City may also grant exemption from the drainage charge if a property is owned by a religious organization or used as a cemetery. A map showing the geographical distribution of the Rate Categories (Land Uses) is provided as **Figure 1**.



E. LAND USES & CHARGE DISTRIBUTION

The Texas Administrative code allows for the drainage charge rates to be established on the basis of impervious cover as it relates to land use. The mechanism for distribution of the required monthly budget (being the same as the required revenue) to the properties is by a ratio of the runoff rate calculated for the parcel in question to the total runoff rate calculated for the entire service area.

A uniform drainage charge rate is recommended for all properties classified as Single Family Residential and High Density Residential, due to relative uniformity in size and in impervious coverage, and therefore the calculation for runoff uses the average property size for those categories. Non-Residential properties, however, vary more widely by land area, and the rates calculated for those properties are based on the land area of the individual properties themselves.

Table 1 summarizes the current and 10-year projected developed parcel counts and areas for both Residential and Non-Residential lots within the service area. The table includes the 10-Year Level Average for the developed parcels and acres for each category. The table also calculates fee allocation percentages using runoff coefficients, 'C'-values, with the parcel counts and areas.

Table 1 - Calculation of Runoff Contribution by Property Category

Rate Category	2021		2031		10-Year Level Average		Runoff Coefficient 'C' ^(d)	Weighted Value 'C*A'	Proportional Share Based on C*A
	Developed Parcels	Developed Acres ^(a)	Developed Parcels ^(b)	Developed Acres ^(b)	Developed Parcels	Developed Acres			
Residential:	6,250	3,424	10,667	5,844	8,459	4,634	0.50	2,317	88.0%
Non-Residential:	N/A	260	N/A	445	N/A	353	0.90	317	12.0%
Public:	N/A	662	N/A	661	N/A	662	0	0	0%
Total:	6,250	3,684	10,667	6,289	8,459	4,987		2,634	100%

(a) Developed lots ONLY

(b) Source: 2018 City of Anna & Wastewater Impact Fee update landuse assumptions

(c) Direct Annual Average Growth per 2014 Land use assumptions: Source 2014 City of Anna & Wastewater Impact fee, Appendix A

(d) Runoff Coefficient 'C' represents impervious coverage of development on a property.

Source of 'C'-values : City of Plano Storm Drainage Design Manual

In Table 1, The 'Proportional Share Based on C*A' column provides the percentages of the budget that are to be obtained from parcels of each respective category.

F. STORMWATER SYSTEM CAPITAL IMPROVEMENT PLAN

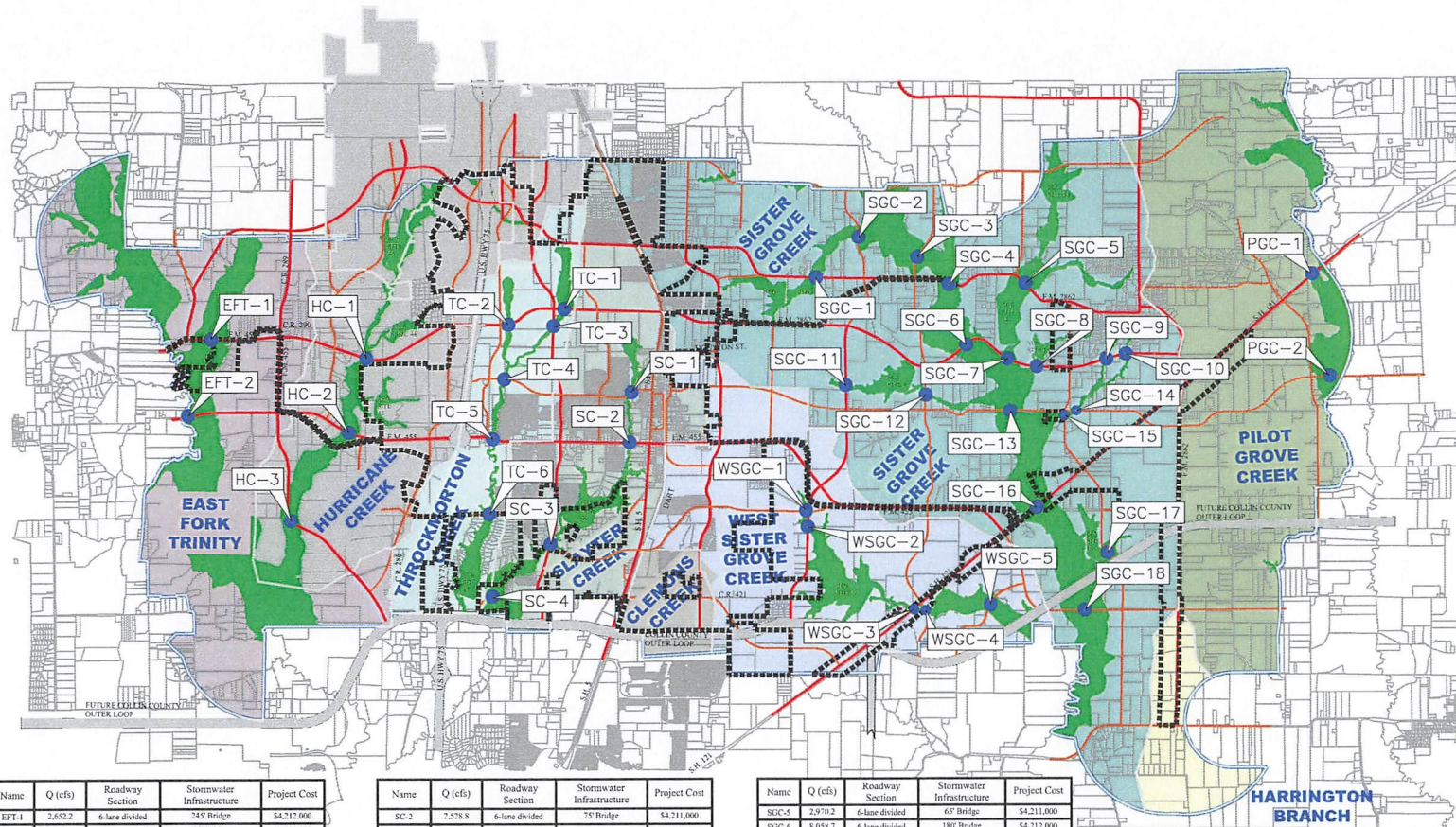
The City has developed a capital improvement plan for the stormwater utility system. The list of proposed projects has been refined through discussion over the past several years. Six (6) projects are expected to be completed over the next 10-years, or so. The projects were distinguished as the following types:

- **Bridge Projects** – Nine (9) projects are proposed to construct a bridge over a creek. One bridge is located on the west side of the City on the future extension of Creekview Drive. This bridge would be constructed at the same time of the future extension of Creekview Drive. The second bridge is located northeast of the City on F.M. 2862 (also known as Houston Street). This second bridge would expand the existing bridge when proposed expansion of F.M. 2862 is being constructed. Other seven bridges located across the City would also be constructed.
- **Culvert Projects** – Four (4) Culverts are proposed for replacement, all of which are in northwestern Anna. One of the proposed culverts cross under C.R. 369, two under C.R. 370, and one crosses under Hackberry Drive. Each of these projects include trench cuts across the roadway for the installations. In addition to Roadway trench repair, the projects may include construction of concrete headwalls and metal beam guard rail fencing for safety. Minor upstream and downstream clearing, grading, and soil stabilization activities are included in the culvert replacement projects, as warranted.

Table 2 summarizes the opinion of project cost for the sixteen (16) projects in the Capital Improvement Plan. The projects are shown by **Figure 2**, the Capital Improvement Plan map. The estimated budget and total required principal for the Capital Improvement Plan improvements is \$42,925,000.

Table 2 - Summary of 10-Year Capital Improvement Plan Expenditures

Project LD.	Stormwater Drainage System Proposed Improvement	Pipe Diameter	Length (ft.)	Estimated Construction Cost	Contingencies & Misc.	Professional Services	Material Testing	Inspection Fee	Total Capital Cost
EFT-1	Storm Water Master Plan, East Fork Trinity, Crossing EFT-1	Bridge	245	3,008,235	601,647	451,235	75,206	75,206	4,212,000
TC-1	Storm Water Master Plan, Throckmorton Creek, Crossing TC-1	4 - 9'x8'	480	858,740	171,748	128,811	21,469	21,469	1,203,000
TC-2	Storm Water Master Plan, Throckmorton Creek, Crossing TC-2	84"	480	580,830	116,166	87,125	14,521	14,521	814,000
TC-3	Storm Water Master Plan, Throckmorton Creek, Crossing TC-3	4 - 9'x8'	480	857,245	171,449	128,587	21,431	21,431	1,201,000
TC-4	Storm Water Master Plan, Throckmorton Creek, Crossing TC-4	Bridge	95	3,007,785	601,557	451,168	75,195	75,195	4,211,000
TC-5	Storm Water Master Plan, Throckmorton Creek, Crossing TC-5	Bridge	85	3,007,755	601,551	451,163	75,194	75,194	4,211,000
TC-6	Storm Water Master Plan, Throckmorton Creek, Crossing TC-6	Bridge	115	3,007,673	601,535	451,151	75,192	75,192	4,211,000
SC-1	Storm Water Master Plan, Slayter Creek, Crossing SC-1	4 - 10'x8'	320	681,940	136,388	102,291	17,049	17,049	955,000
SC-2	Storm Water Master Plan, Slayter Creek, Crossing SC-2	Bridge	75	3,007,725	601,545	451,159	75,193	75,193	4,211,000
SC-3	Storm Water Master Plan, Slayter Creek, Crossing SC-3	Bridge	250	3,008,250	601,650	451,238	75,206	75,206	4,212,000
SC-4	Storm Water Master Plan, Slayter Creek, Crossing SC-4	Bridge	55	3,007,665	601,533	451,150	75,192	75,192	4,211,000
WSGC-3	Storm Water Master Plan, West Sister Grove Creek, Crossing WSGC-3	TXDOT	0	0	0	0	0	0	0
WSGC-4	Storm Water Master Plan, West Sister Grove Creek, Crossing WSGC-4	4 - 9'x9'	320	607,200	121,440	91,080	15,180	15,180	851,000
SGC-4	Storm Water Master Plan, Sister Grove Creek, Crossing SGC-4	Bridge	65	3,007,695	601,539	451,154	75,192	75,192	4,211,000
SGC-15	Storm Water Master Plan, Sister Grove Creek, Crossing SGC-15	Bridge	55	3,007,583	601,517	451,137	75,190	75,190	4,211,000
SGC-16	Storm Water Master Plan, Sister Grove Creek, Crossing SGC-16	TXDOT	0	0	0	0	0	0	0
Total:				<u>\$30,656,320</u>	<u>\$6,131,264</u>	<u>\$4,598,448</u>	<u>\$766,408</u>	<u>\$766,408</u>	<u>\$42,925,000</u>



Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
EFT-1	2,652.2	6-lane divided	245' Bridge	\$4,212,000
EFT-2	4,957.5	6-lane divided	80' Bridge	\$4,211,000
HC-1	4,090.3	6-lane divided	75' Bridge	\$4,211,000
HC-2	5,412.6	6-lane divided	80' Bridge	\$4,211,000
HC-3	6,170.2	6-lane divided	90' Bridge	\$4,211,000
TC-1	1,578.6	6-lane divided	4- 9x8 RC Box Culverts ASTM C-1677	\$1,203,000
TC-2	804.5	6-lane divided	4-84" Circular Culverts ASTM C-76	\$814,000
TC-3	1,706.0	6-lane divided	4- 9x8 RC Box Culverts ASTM C-1677	\$1,201,000
TC-4	5,720.7	4-lane divided	95' Bridge	\$4,211,000
TC-5	6,310.0	6-lane divided	85' Bridge	\$4,211,000
TC-6	7,926.4	4-lane divided	115' Bridge	\$4,211,000
SC-1	1,884.9	4-lane divided	4- 10x8 RC Box Culverts ASTM C-1677	\$955,000

Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
SC-2	2,528.8	6-lane divided	75' Bridge	\$4,211,000
SC-3	2,594.3	6-lane divided	250' Bridge	\$4,212,000
SC-4	4,271.3	4-lane divided	55' Bridge	\$4,211,000
WSGC-1	2,648.7	4-lane divided	130' Bridge	\$4,211,000
WSGC-2	1,757.2	6-lane divided	4- 9x9 RC Box Culvert ASTM C-1677	\$1,270,000
WSGC-3	1,842.4	6-lane divided	TXDOT	
WSGC-4	1,807.0	4-lane divided	4- 9x9 RC Box Culvert ASTM C-1677	\$851,000
WSGC-5	4,014.2	4-lane divided	70' Bridge	\$4,211,000
SGC-1	1,999.4	6-lane divided	5- 9x8 RC Box Culverts ASTM C-1677	\$1,497,000
SGC-2	5,350.4	4-lane divided	50' Bridge	\$4,211,000
SGC-3	6,566.5	4-lane divided	135' Bridge	\$4,212,000
SGC-4	7,049.2	6-lane divided	65' Bridge	\$4,211,000

Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
SGC-5	2,970.2	6-lane divided	65' Bridge	\$4,211,000
SGC-6	3,058.7	6-lane divided	180' Bridge	\$4,212,000
SGC-7	210.6	6-lane divided	3- 48" Circular Culverts ASTM C-76	\$209,000
SGC-8	147.6	6-lane divided	3- 42" Circular Culverts ASTM C-76	\$173,000
SGC-9	491.9	6-lane divided	4- 5x5 RC Box Culverts ASTM C-1677	\$508,000
SGC-10	584.3	6-lane divided	5- 5x5 RC Box Culverts ASTM C-1677	\$631,000
SGC-11	1,870.1	6-lane divided	4- 10x8 RC Box Culverts ASTM C-1677	\$1,428,000
SGC-12	381.9	4-lane divided	4- 5x5 RC Box Culverts ASTM C-1677	\$342,000
SGC-13	8,460.8	4-lane divided	165' Bridge	\$4,211,000

Name	Q (cfs)	Roadway Section	Stormwater Infrastructure	Project Cost
SGC-14	2,576.5	4-lane divided	85' Bridge	\$4,211,000
SGC-15	2,899.8	4-lane divided	55' Bridge	\$4,211,000
SGC-16	15,308.4	6-lane divided	TXDOT	
SGC-17	1,471.3	4-lane divided	4- 9x7 RC Box Culverts ASTM C-1677	\$767,000
SGC-18	16,144.9	4-lane divided	105' Bridge	\$4,211,000
PGC-1	2,014.0	6-lane divided	250' Bridge	\$4,212,000
PGC-2	2,535.3	4-lane divided	70' Bridge	\$4,211,000



These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If the drawings are converted to an electronic file, the Birkhoff, Hendricks & Carter, L.L.P. original documents, the original documents will govern in all cases.

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PROFESSIONAL ENGINEERS
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CITY OF ANNA
STORM WATER MASTER PLAN

Figure 2 - Storm Water Utility Capital Improvement Plan

BHC
PROJECT NO.
2018123

Oct. 2021

SHEET NO.

1

G. CAPITAL IMPROVEMENT PLAN ANNULIZED DEBT SERVICE

To pay for the Capital Improvement Plan projects, this analysis assumes the city to issue bonds with a maximum value of \$5 million dollars per issuance, with an issuance cost of 1.5%, an interest rate of 4%, and a term of 20 years per issuance. **Table 3** below calculates the average Total Annual and Monthly Debt Service during the 10-year term of this evaluation.

Table 3 Annulized Capital Improvement Project Debt Service

Year	Issue 1 ⁽¹⁾	Issue 2 ⁽¹⁾	Issue 3 ⁽¹⁾	Total Annual Debt Service	Monthly Debt Service
Amount	\$5,000,000	\$5,000,000	\$5,000,000		
2022	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2023	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2024	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2025	\$373,427	\$ -	\$ -	\$373,427.38	\$31,118.95
2026	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2027	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2028	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2029	\$373,427	\$373,427	\$ -	\$746,854.77	\$62,237.90
2030	\$373,427	\$373,427	\$373,427	\$1,120,282.15	\$93,356.85
2031	\$373,427	\$373,427	\$373,427	\$1,120,282.15	\$93,356.85
Average:				\$672,169.29	\$56,014.11

(1) Note: Financing Terms

Issuance Cost: 1.5%

Term (Years) 20

Rate: 4%

H. OPERATION & MAINTENANCE ANNUALIZED EXPENDITURES

The Estimated 2021 City of Anna Budget for the operation and maintenance (O&M) of the Stormwater System is \$103,105. Because there is not currently a sperate storm water utility account, this amount represents ten percent (10%) of the City's Street Budget. The revenue is used for general maintenance items such as mowing of channels, inspections and debris removal. It is also used for administrative, planning and regulatory-compliance costs for operation of the system.

City staff anticipates future expenditures which will increase the required O&M budget, including personnel expansion, equipment purchases and Municipal Separate Storm Sewer System (MS4) permitting. In the future, the required O&M budget will have a 10-Year annualized average of approximately \$289,070 per year. It is also anticipated that within the rate study period, the city will be required to service a general permit for storm water discharge into the waters of the U.S. As shown in Table 3 below, beginning in the year 2025 the operation and maintenance budget includes a \$75,000 fund for the municipal separate storm sewer system (MS4) annual permit requirements and will grow with a 1.7% CPI rate.

Currently the budget has limited resources for proper and consistent stormwater maintenance. Therefore, a new 'Enhanced Storm Water Maintenance' program has been created with an initial amount of \$175,000. This program will allow for the city to regularly maintain stormwater utilities and equipment as the city grows.

Table 4 calculates the average annual budget required to operate and maintain the stormwater system over the next ten years. The average annual O&M budget anticipated for the next 10-years is **\$524,514**. *This is the O&M 10-year level amount utilized for this study.*

The O&M expenses are to be recovered monthly through the drainage charge.

TABLE 4 - Operation & Maintenance Budget

Year	Inflation (CPI) Rate (%)	Annual ^(A) O&M Budget Projection	Enhanced Storm Water Maintenance Program	MS4 Permit Expenses	Capital ^(c) (Equipment) Expenditure	Total Annual Amount (\$) ^(d)
2021	1.7%	\$103,105	\$170,000	\$0		\$273,105
2022 ^(b)	1.7%	\$284,857	\$172,890	\$0	\$66,000	\$457,747
2023	1.7%	\$289,700	\$175,829	\$0		\$465,529
2024	1.7%	\$294,625	\$178,818	\$0		\$473,443
2025	1.7%	\$299,633	\$181,858	\$75,000		\$556,492
2026	1.7%	\$304,727	\$184,950	\$76,275		\$565,952
2027	1.7%	\$309,908	\$188,094	\$77,572		\$575,573
2028	1.7%	\$315,176	\$191,291	\$78,890		\$585,358
2029	1.7%	\$320,534	\$194,543	\$80,232		\$595,309
2030	1.7%	\$325,983	\$197,851	\$81,595		\$605,429
2031	1.7%	\$331,525	\$201,214	\$82,983		\$615,722
Average:	1.7%	\$289,070	\$185,213	\$50,232		\$524,514

(A) Total Annualized Sum of 2021 = \$1,031,046 * 10%

(b) Add 2 Maintenance -Tech I [Est. \$54,000/yr], 1 Crew Leader [Est. \$72,000]

(c) 3/4 Ton Pickup [Est. \$38,000], 1-20 Foot Trailer [Est. \$18,000], Additional Misc. Equipment [Est. \$10,000]

(d) Total Annual Amount divided by 12 results in Total Monthly Budget

I. STORM WATER UTILITY RATE OPTIONS

A. 10-Year Level Rate Analysis (Base Approach)

In this analysis, the monthly fee for both Residential and Non-Residential lots is calculated on a ten-year (10-year) level rate by using the average budget over a 10-year period for both the Operation and Maintenance and Capital Improvements budget. Three (3) different options are considered

- Option 1: Operation and Maintenance monthly budget (Table 5)
- Option 2: Capital Improvement Project monthly budget (Table 6)
- Option 3: Combining both O&M and CIP monthly budgets. (Table 7)

Tables 5-7 below present the calculate the monthly residential and non-residential fee based on these three different options.

TABLE 5 - Stormwater Utility Rate Calculation (O&M Budget Only)

Rate Category	Porportional Share Based on C*A	Total O&M Monthly Budget (\$) (Table 5)	Parcel Count (#)	Total Area (ac.)	Monthly Fee Per Parcel	Monthly Fee Per Acre
Residential	88.0%	\$38,437	8,459	4,634	\$4.54	N/A
Non-Residential	12.0%	\$5,263	0	353	N/A	\$14.93
Public	0.0%	\$0	0	0	N/A	N/A
Total:	100%	\$43,700	8,459	4,987		

TABLE 6 - Stormwater Utility Rate Calculation (CIP Only)

Rate Category	Porportional Share Based on C*A	Total Monthly Debt Service (\$) (Table 4)	Parcel Count (#)	Total Area (ac.)	Monthly Fee Per Parcel	Monthly Fee Per Acre
Residential	88.0%	\$49,268	8,459	4,634	\$5.82	N/A
Non-Residential	12.0%	\$6,746	0	353	N/A	\$19.14
Public	0.0%	\$0	0	0	N/A	N/A
Total:	100%	\$56,014	8,459	4,987		

TABLE 7 - Stormwater Utility Rate Calculation (Combined CIP + O&M)

Rate Category	Porportional Share Based on C*A	Total Monthly Requirement (\$) (Table 4+5)	Parcel Count (#)	Total Area (ac.)	Monthly Fee Per Parcel	Monthly Fee Per Acre
Residential	88.0%	\$87,705	8,459	4,634	\$10.37	N/A
Non-Residential	12.0%	\$12,009	0	353	N/A	\$34.07
Public	0.0%	\$0	0	0	N/A	N/A
Total:	100%	\$99,714	8,459	4,987		

The Calculated Fees shown in Tables 5-7 are the maximum allowable fees for the properties of each land use classification. The calculated fees assume that the fees shall be fixed for the next five years, however, the Local Government Code allows for the governing body of the stormwater utility to adjust the charges from time to time. It is recommended the maximum fee calculation be reviewed and adjusted, as required, prior to termination of the 5-year period. The update shall reestablish the O&M budgetary requirements with the possible inclusion of newly identified stormwater capital improvement projects and shall consider land use developments in the service area.

Based on the calculated fees, we recommended implementation of the following **Maximum Fee Rates** that include both the Storm Water System Operation and Maintenance expenditures and the Storm Water System Capital Improvements debt service:

Residential: \$10.37 per month

Non-Residential: \$34.07 per Acre

B. 10-Year Annual Analysis (Supplemental Approach)

During the review phase of this analysis, the City staff requested we perform a “supplemental” annualized evaluation of the storm water rate. In this analysis the monthly fee for both Residential and Non-Residential lots is calculated on a year-by-year annual basis. and utilizes the annual O&M and Capital Projects Debt Service budgets over a projected ten-year period.

This approach requires a more focused estimate of annual growth in residential units and non-residential developments. Table 1A below is an itemized presentation of Table 1 and presents the estimated annual growth in residential units and non-residential developments and calculates the proportional “CA” used for each year of the analysis.

This approach results in an initial lower fee that generally increases over time.

TABLE 1A - Calculation of Runoff Contribution by Property Category (Annual Estimate)

Year	Residential Units					Non Residential acres				Total CA
	Lots	Acres (A)	Run-off "C"	Weighted CA	Proportional CA	Acres	Run-off "C"	Weighted CA	Proportional CA	
2021	6,250	3,424	0.5	1,712.0	87.98%	260	0.9	234.0	12.02%	1,946.0
2022	6,500	3,561	0.5	1,780.5	87.99%	270	0.9	243.0	12.01%	2,023.5
2023	6,800	3,725	0.5	1,862.5	88.01%	282	0.9	253.8	11.99%	2,116.3
2024	7,200	3,944	0.5	1,972.0	88.06%	297	0.9	267.3	11.94%	2,239.3
2025	7,700	4,218	0.5	2,109.0	88.08%	317	0.9	285.3	11.92%	2,394.3
2026	8,450	4,629	0.5	2,314.5	88.11%	347	0.9	312.3	11.89%	2,626.8
2027	9,217	5,049	0.5	2,524.5	87.93%	385	0.9	346.5	12.07%	2,871.0
2028	9,877	5,411	0.5	2,705.5	88.13%	405	0.9	364.5	11.87%	3,070.0
2029	10,427	5,712	0.5	2,856.0	88.19%	425	0.9	382.5	11.81%	3,238.5
2030	10,667	5,844	0.5	2,922.0	87.95%	445	0.9	400.5	12.05%	3,322.5
2031	10,667	5,844	0.5	2,922.0	87.95%	445	0.9	400.5	12.05%	3,322.5

The same Three (3) different options are considered

- Option 1: Operation and Maintenance monthly budget (Table 5A)
- Option 2: Capital Improvement Project monthly budget (Table 6A)
- Option 3: Combining both O&M and CIP monthly budgets (Table 7A)

Tables 5A-7A below present the calculate the monthly residential and non-residential fee based on these three different options.

TABLE 5A- Stormwater Utility Rate Calculation (O&M Budget Only)

Year	Total Annual O&M Budget Amount (\$)	Monthly Rates	
		Residential Rate (per Unit)	Non-Residential Rate (per Acre)
2021	\$273,105	\$3.20	\$10.52
2022	\$457,747	\$5.16	\$16.97
2023	\$465,529	\$5.02	\$16.49
2024	\$473,443	\$4.83	\$15.86
2025	\$556,492	\$5.30	\$17.44
2026	\$565,952	\$4.92	\$16.16
2027	\$575,573	\$4.58	\$15.04
2028	\$585,358	\$4.35	\$14.30
2029	\$595,309	\$4.20	\$13.79
2030	\$605,429	\$4.16	\$13.66
2031	\$615,722	\$4.23	\$13.89
Average:	\$524,514	\$4.67	\$15.36

TABLE 6A - Stormwater Utility Rate Calculation (CIP Only)

Year	Annual CIP Debt Service	Monthly Rates	
		Residential Rate (per Unit)	Non-Residential Rate (per Acre)
2021	\$373,427	\$4.38	\$14.39
2022	\$373,427	\$4.21	\$13.84
2023	\$373,427	\$4.03	\$13.23
2024	\$373,427	\$3.81	\$12.51
2025	\$746,855	\$7.12	\$23.40
2026	\$746,855	\$6.49	\$21.33
2027	\$746,855	\$5.94	\$19.51
2028	\$746,855	\$5.55	\$18.24
2029	\$1,120,282	\$7.90	\$25.94
2030	\$1,120,282	\$7.70	\$25.28
2031	\$672,169	\$4.62	\$15.17
Average:	\$672,169.29	\$5.61	\$18.44

TABLE 7A - Stormwater Utility Rate Calculation (Combined CIP + O&M)

Year	Total Annual O&M Budget Amount (\$)	Annual CIP Debt Service	Total Annual Budget (O&M + CIP)	Monthly Rates	
				Residential Rate (per Unit)	Non-Residential Rate (per Acre)
2021	\$273,105	\$373,427	\$646,532	\$7.58	\$24.91
2022	\$457,747	\$373,427	\$831,175	\$9.38	\$30.81
2023	\$465,529	\$373,427	\$838,956	\$9.05	\$29.73
2024	\$473,443	\$373,427	\$846,870	\$8.63	\$28.37
2025	\$556,492	\$746,855	\$1,303,346	\$12.42	\$40.84
2026	\$565,952	\$746,855	\$1,312,807	\$11.41	\$37.49
2027	\$575,573	\$746,855	\$1,322,428	\$10.51	\$34.55
2028	\$585,358	\$746,855	\$1,332,213	\$9.91	\$32.54
2029	\$595,309	\$1,120,282	\$1,715,591	\$12.09	\$39.73
2030	\$605,429	\$1,120,282	\$1,725,711	\$11.86	\$38.94
2031	\$615,722	\$672,169	\$1,287,891	\$8.85	\$29.06
Average:	\$524,514.41	\$672,169.29	\$1,196,683.70	\$10.15	\$33.36

J. Non-Residential Stormwater Detention System Fee Credit

Several non-residential properties in the City of Anna currently utilize stormwater detention systems (ie. detention or retention ponds) to reduce runoff rates from the developed properties. An effective, on-site stormwater detention system benefits the City's existing stormwater drainage system by reducing the rate of runoff from the property to the stormwater system, thus reducing the required capacity of the downstream municipal utility system. The City may allow those non-residential properties which utilize an effective stormwater detention system to seek Stormwater Drainage Fee-Reduction Credit.

We recommend requirement of application for the fee-reduction credits that is to be administered, approved and maintained by the City. We recommend the fee-reduction be proportional to the calculated reduction in runoff flow rate provided by the installed detention system, with a maximum allowable reduction established as an equivalent runoff estimated with a 'C'-factor of 0.5. The calculated non-residential fee rate, \$34.07 per acre, utilizes a runoff 'C'-factor of 0.9, and therefore the maximum fee-reduction for a well-performing on-site stormwater detention system results in a reduced fee rate of **\$18.93 per acre**. The detention system would require review by a licensed engineer in the State of Texas to provide the calculation results necessary for the calculation of the actual flow reduction.

It is further recommended that the City inspect those stormwater detention systems credited for the reduction of runoff flow rate. The facilities must be maintained to ensure performance of the rated flow reduction. The City may require submission of a maintenance schedule with the application, for which City-approval and adherence by the property owner would be required. The City shall retain the powers to revoke the fee-credit upon non-conformance to the maintenance schedule or if the system is removed or found in disrepair. If the detention system fails, the fee-credits shall be revocable and subject to back-charges, based on the City's determination of the failure period and severity.



**MUNICIPAL DRAINAGE UTILITY
2021 RATE ANALYSIS**

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS
TBPELS Firm No. 526

October 2021

THE CITY OF **Anna**

HOA DRAINAGE SYSTEM POLICY
CITY COUNCIL WORKSHOP
NOVEMBER 12, 2024



OVERVIEW

- Existing HOA Properties – Major Drainage Systems
- Stormwater Utility Fund
- Northpointe HOA Request
- Staff Recommendation
- Next Steps



HOA – MAJOR DRAINAGE SYSTEMS

- 13 current neighborhoods with major drainage systems located on HOA property with HOA maintenance requirements:

Anna Town Square

Avery Pointe

Camden Parc

Camden Parc Phase 3

Creekside

Hurricane Creek

Northpointe

Oak Hollow

Park Place

Pecan Grove

Shadowbend

West Crossing

Woods at Lindsey Place



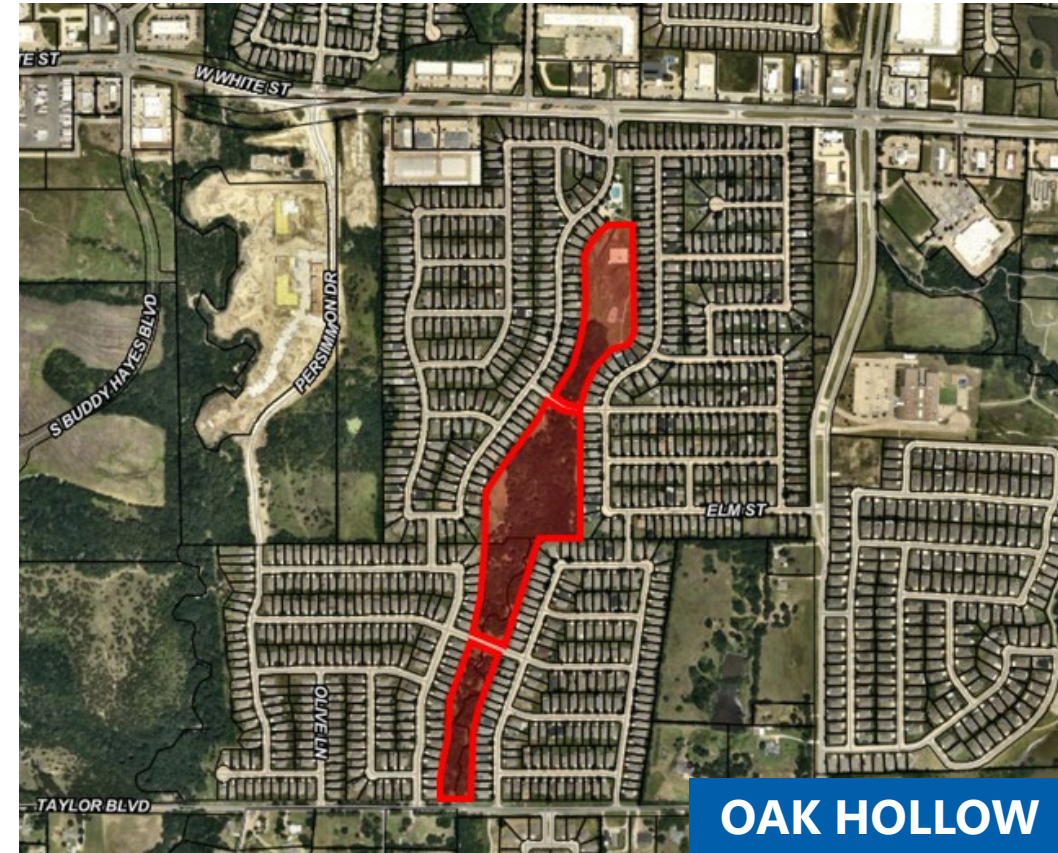
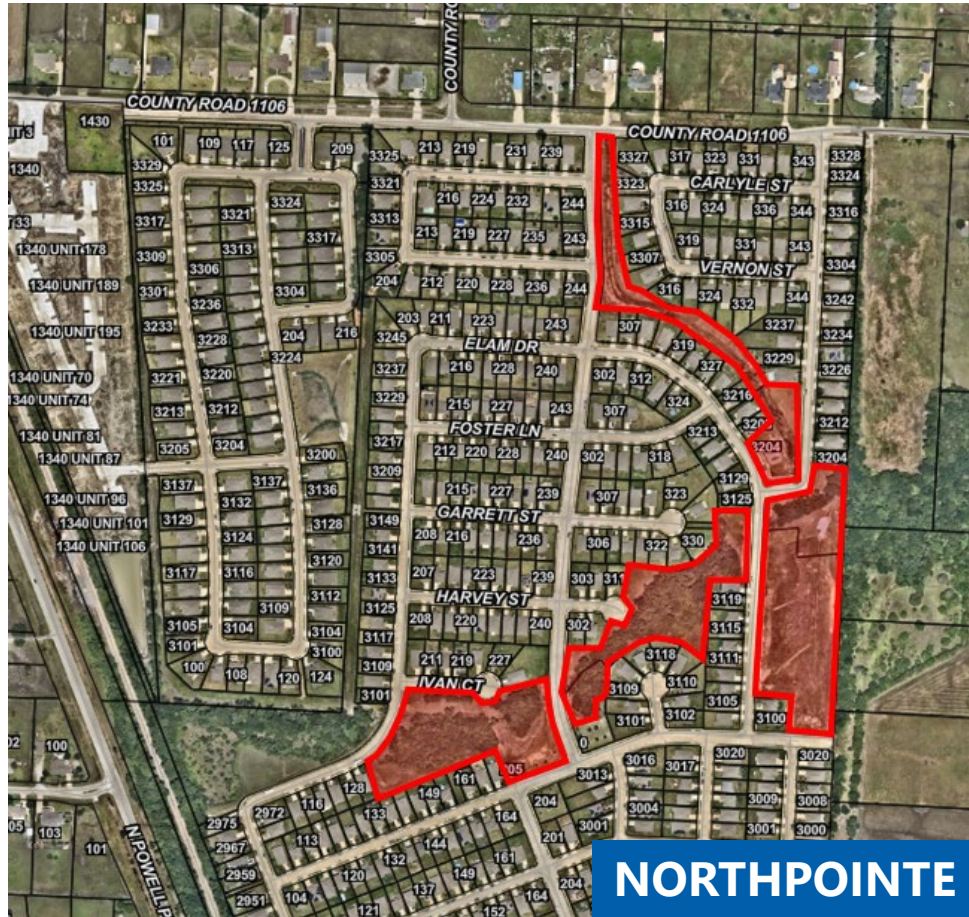
HOA – MAJOR DRAINAGE SYSTEMS



HOA – MAJOR DRAINAGE SYSTEMS



HOA – MAJOR DRAINAGE SYSTEMS



STORMWATER UTILITY FUND

- Established in April of 2022 (Ordinance 970-2022, 971-2022)
- Residential Rate: \$3.20/month
- Commercial Rate: \$10.94/Acre
- Annual Revenues: ~\$350,000 (anticipated for current fiscal year)
- Current Fund Uses:
 - Bar ditch repair/maintenance in right-of-way
 - Culvert clearing/replacement
 - Grading to improve positive drainage in right-of-way
 - Erosion protection on City right-of-way and City-dedicated floodplain



STORMWATER ACTIVITIES FY2023-2024

- Utility Costs
 - 2 full-time employees
 - 1 truck, mini excavator, hand tools & equipment
 - Construction materials (culvert pipe, dirt, rock, etc.
- Work completed
 - Bar ditch & small culvert clearing- ongoing & regularly scheduled
 - Large box culvert and right-of-way clearing
 - Responded to 173 neighbor calls for service, including:

9 - Brush removal	16 - Ditch Maintenance
18 - Basin Cleaning	12 - Ponding Water/Poor Drainage
76 - Culvert Cleaning	30 - Mowing of drainage/flood areas
12 - Debris Removal	



STORMWATER ACTIVITIES



THE CITY OF
Anna

NORTHPOINTE HOA REQUEST

- The HOA is seeking to address erosion problems along the existing creek channel through their neighborhood.
- They have requested for the City to assist with the financial and project management components of a potential project.



STAFF POLICY RECOMMENDATION

- Staff recommends that a formal policy is adopted to ensure clear and consistent coordination with HOA's regarding drainage concerns.
- The policy should be prepared by staff, reviewed by the City Attorney, and adopted by the City Council.

POLICY CONSIDERATIONS

- Transparency – Is the policy simple and easy to understand?
- Culture – what is the “right fit” for Anna?
- Responsibility – who pays?
- Volume – how many requests will be received?
- Finance – what are the Stormwater Utility Rate impacts?
- Selection – who decides the problem is serious enough to be eligible for project selection and funding?
- Legal – clear lines of responsibility and liability

RECOMMENDED POLICY STRUCTURE

- Must be on HOA property, within existing drainage easement
- Formal agreement to City Council for each project
- City funding based on availability and project ranking
- Project ranking by City staff based on engineering principles
- Minimum funding match of 50/50

RECOMMENDED POLICY STRUCTURE (CONT'D.)

- Maximum City contribution of \$50,000 towards construction per project (based on current rate structure)
- HOA funds provided to City upfront
- City manages design and construction with HOA input
- At project closeout, unused HOA funds are returned to the HOA
- Limitations of liability per City Attorney guidance

NEXT STEPS

- If desired, staff will prepare a draft policy for City Council feedback and consideration.
- Staff will prepare a formal response and/or agreement for the Northpointe HOA request based upon:
 - Policy direction from the City Council
 - Staff review of the conditions and project scope
 - Available funds (HOA and City)





Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting minutes for October 22, 2024. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:

1. Min2024-10-22 - Minutes Draft WS
2. Min2024-10-22 - Minutes Draft Reg

**City Council Work Session
Meeting Minutes**



Tuesday, October 22, 2024 @ 5:30 PM

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

The City Council of the City of Anna met in a Closed Session on 10/22/2024 at 5:30 PM, in 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 Cain called the meeting to order at 5:31 PM.

Members Present:

Mayor Pete Cain
Mayor Pro Tem Stan Carver II
Deputy Mayor Pro Tem Elden Baker
Council Member Kevin Toten
Council Member Jody Bills
Council Member Kelly Herndon
Council Member Lee Miller

Members Absent:

None

2. 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). Boards and Commissions

MOTION: Council Member Herndon moved to enter closed session. Deputy Mayor Pro Tem Baker seconded. Motion carried 7-0.

Mayor Cain recessed the meeting at 5:31 PM.

Mayor Cain reconvened the meeting at 5:55 PM..

- 3. 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.

- 4. **Adjourn.**

Mayor Cain adjourned the meeting at 5:55 PM.

**Regular City Council Meeting
Meeting Minutes**



Tuesday, October 22, 2024 @ 6:00 PM

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

The City Council of the City of Anna met on 10/22/2024 at 6:00 PM in 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 Cain called the meeting to order at 6:00 PM.

Members Present:

Mayor Pete Cain
Mayor Pro Tem Stan Carver II
Deputy Mayor Pro Tem Elden Baker
Council Member Kevin Toten
Council Member Jody Bills
Council Member Kelly Herndon
Council Member Lee Miller

Members Absent:

None

2. Invocation and Pledge of Allegiance.

Deputy Mayor Pro Tem Baker led the 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.

- Andrew Michrina thanked the City for sponsoring the Women's Self Defense Class recently.
- Monty Marion opposed upgrading the Hackberry water tower lighting
- Hieu Orozio spoke in favor of Agenda Item 7a. to rezone property

- from Single-Family to Downtown District for a Hibachi Grill.
- Betty Sharp requested help to keep residential lots in the ETJ to large lots.

4. **Reports.**

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

- Mayor Pro Tem Carver noted the Veterans Parade will be held November 9, 2024 by the Greater Anna Chamber of Commerce.
- Council Member Herndon showed the Veterans yard signs being offered to the neighbors and thanked all veterans.
- Deputy Mayor Pro Tem Baker announced the Lairs Cemetery Dedication will be held October 26, 2024 at Rattan Elementary School.

5. **Work Session.**

- a. City Charter Amendment Process (City Secretary Carrie Land)

City Secretary Carrie Land gave a brief overview of the Charter Amendment process and the time line for a May 2026 Election.

- b. Sherley Farms Development Update (Director of Development Services Stephanie Scott-Sims)

The Tellus Group provided the City Council with an update regarding Sherley Farms, a proposed master-planned development located on the east side of future Leonard Avenue and north of FM 455.

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.

MOTION: Council Member Toten moved to approve consent agenda items 6a through 6e and 6g. Council Member Herndon seconded. Motion carried 7-0.

- a. Approve City Council October 8, 2024 Meeting Minutes. (City Secretary Carrie Land)
- b. Review Minutes of the September 5, 2024, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Director of Economic Development Bernie Parker)

- c. Review Monthly Financial Report for the Month Ending September 30, 2024. (Budget Manager Terri Doby)

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2024 through September 30, 2024. 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.

- d. Review Minutes of the August 26, 2024 Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Taylor Lough)
- e. Approve a Resolution making revisions to the Investment Policy. (Director of Finance Aimee Ferguson)

The City of Anna, per the Investment Policy, is required to revisit, revise, and adopt the Investment Policy each year. Revisions recommended to the policy are confirmation of titles for Investment Officers and adding weighted average yield to maturity as the performance standard. The Texas Legislature did not make any substantive changes to the Public Funds Investment Act (PFIA) during the course of the last legislative session.

A RESOLUTION REVIEWING AND AMENDING THE INVESTMENT POLICY OF THE CITY OF ANNA.

- f. Approve a Resolution authorizing the City Manager to execute purchase orders to Musco Sports Lighting, LLC, to install lighting system improvements on the Hackberry Water Tower. (Director of Public Works Steven Smith)

This item is to authorize the City Manager to execute purchase orders for Musco Sports Lighting, LLC to install lighting system improvements at the Hackberry Water Tower site.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$135,000.00), TO MUSCO SPORTS LIGHTING, LLC, FOR THE INSTALLATION OF LIGHTING SYSTEM IMPROVEMENTS TO THE HACKBERRY WATER TOWER; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Toten moved to approve. Deputy Mayor Pro Tem Baker seconded. Motion carried 6-1, Council Member Miller opposed.

- g. Approve a Resolution authorizing the City Manager to execute purchase orders

in a fourth amendment to the Construction Manager at Risk contract for the construction of improvements at the Hurricane Wastewater Treatment Plant with Garney Construction. (Director of Public Works Steven Smith)

This bid package is the next step in the construction of the treatment plant. As the Hurricane Creek Regional Wastewater Treatment Plant project continues to move forward additional portions of the project will be bid, and brought before the City Council for approval

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED ELEVEN MILLION NINE HUNDRED EIGHT THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND ZERO CENTS (\$11,908,591.00) TO GARNEY COMPANIES, INCORPORATED FOR THE CONSTRUCTION AND INSTALLATION OF EQUIPMENT AND MATERIALS AT THE HURRICANE CREEK REGIONAL WASTEWATER TREATMENT PLANT; AND PROVIDING FOR AN EFFECTIVE DATE.

7. Items For Individual Consideration.

- a. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone one lot on 1.0± acre from SF-1 Single Family Residential District to Downtown (DT) District. Located on the east side of North Powell Parkway, 530± feet south of Fern Street. (Zone 24-0001) (Director of Development Services Stephanie Scott-Sims)

The applicant is proposing to rezone the property to the Downtown (DT) District. The applicant proposes to convert the existing single family residential home on the site to a restaurant for use.

At its October 7, 2024 meeting, the Planning & Zoning Commission recommended denial.

Mayor Cain opened the public hearing at 8:15 PM.

No public comments.

Mayor Cain closed the public hearing at 8:16 PM.

The City Council discussion ensued.

Mayor Cain re-opened the public hearing at 8:16 PM.

The applicant, Hieu Orozio spoke about the project.

Mayor Cain closed the public hearing at 8:22 PM.

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

(Property rezoned under this ordinance is generally located on the east side of North Powell Parkway, 530± feet south of Fern Street)

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.

- b. Consider/Discuss/Action on a Resolution approving an Economic Development Incentive Agreement with the Seitz Group, Inc. for Commercial/Retail Development. (Director of Economic Development Bernie Parker)

The Seitz Group are working on developing a 27 acre site located at the intersection of Rosamond Parkway and US 75. They are looking to build 123,000 square feet National Grocer, and 8 out parcels. The Agreement requires Seitz Group to complete construction of Grocery Improvements by December 31, 2027 to receive incentives.

Mr. Erick Seitz spoke to Council.

MOTION: Council Member Herndon moved to approve. Deputy Mayor Pro Tem Baker seconded. Motion carried 7-0.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN INCENTIVE AGREEMENT WITH SEITZ GROUP, INC.

- c. Consider/Discuss/Action on a Resolution regarding the naming of a park located at 1456 Persimmon Dr. "Carol Park." (Director of Neighborhood Services Marc Marchand)

Carol Ann Collins has been active in the City of Anna as a real estate broker, land investor and developer having owned 1500 acres producing almost 3,000 lots and several commercial sites. During the past 29 years, she has made tremendous effort to develop projects that represent quality and contributes toward the growth and enhancement of the City. In 2002, she donated funding for the fire department to purchase a dedicated brush truck, in 2013 she donated funding to the police department for patrol bikes, and in 2014 donated the historic Train Depot that was located on property she owned. This parkland is being dedicated to the community by Carol and her husband Don, and the naming of park or other recreation areas are to ensure that the given names are consistent with the values and character of the area or neighborhood served and within the City as a whole and the naming of the park will better ensure a sense of place for all neighbors and distinguish the park as a public space.

The Parks Advisory Board reviewed and unanimously recommended to the City Council naming the new park generally located at 1456 Persimmon Dr. "Carol Park."

MOTION: Deputy Mayor Pro Tem Baker moved to approve. Council Member Herndon seconded. Motion carried 7-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING A PARK LOCATED 1456 PERSIMMON Dr. "CAROL PARK".

- d. Consider/Discuss/Action on a Resolution amending the name and terms of members of the Diversity and Inclusion Advisory Commission. (Assistant City Manager Taylor Lough)

The Anna Diversity and Inclusion Advisory Commission has adopted a work plan consisting of three focus areas: engagement, community contributions, and advisement.

Members of the City Council have requested to change the name of the Commission to the Neighbor Engagement and Inclusion Commission. The resolution also changes the terms of members from May to December 31 to reflect the current appointment procedures.

MOTION: Council Member Totten moved to approve. Council Member Herndon seconded. Motion carried

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.

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

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

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

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

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

Mayor Cain recessed the meeting at 8:53 PM.

Mayor Cain reconvened the meeting at _____ PM.

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

MOTION: Council Member Herndon moved to extend City Manager Ryan Henderson's employment contract for residency for 6 months. Deputy Mayor Pro Tem Baker seconded. Motion carried 7-0.

10. **Adjourn.**

Mayor Cain adjourned the meeting at _____ PM.



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Aimee Ferguson

AGENDA ITEM:

Approve the Quarterly Investment Report for the Period Ending September 30, 2024.
(Director of Finance Aimee Ferguson)

SUMMARY:

In accordance with the Public Funds Investment Act (PFIA), the City of Anna is required to submit a quarterly report on the investments of public funds held by the City. The report includes:

- Summary of Investments by category
- Economic overview with charts showing historical data
- Total of investment holdings, including portfolio composition and maturity range
- Book and market comparison

The fiscal year-to-date average yield for the total portfolio equaled to 5.46%. Total cash and investments increased \$9.4 million for the quarter. This increase is due in part to the funding received from the 2024 Certificates of Obligation.

FINANCIAL IMPACT:

Interest income for the quarter ending September 30, 2024, equaled to \$2.56 million. Overall, interest income for the fiscal year to date is \$10.52 million.

BACKGROUND:

The City of Anna invests funds in several types of instruments including Checking and Money Market accounts, Certificates of Deposit, and Government Pool funds. Investment funds are currently held in the following institutions: Independent Financial, Simmons Bank, Texas CLASS, and TexPool. The city is currently working with Valley View Consulting, LLC to maximize current interest rates while maintaining a high degree of safety and sufficient liquidity to fund ongoing operations.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent

ATTACHMENTS:

1. 4th Quarter - 09.30.2024

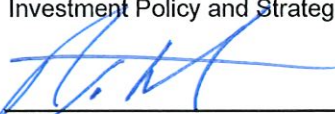


QUARTERLY INVESTMENT REPORT

For the Quarter Ended
September 30, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Anna is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.



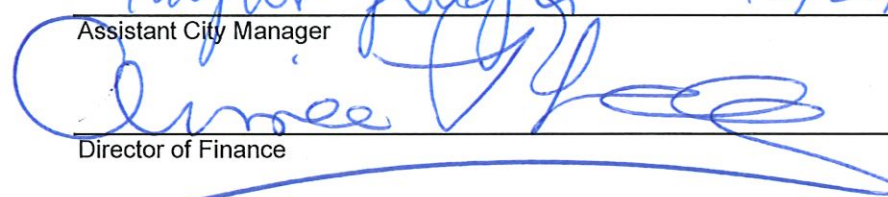
City Manager

10/22/24



Assistant City Manager

10/22/24



Director of Finance

10/21/2024

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

Asset Type	September 30, 2023			September 30, 2024		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Ave. Yield
Bank DDA/MMA	\$ 113,007,779	\$ 113,007,779	5.32%	\$ 80,631,377	\$ 80,631,377	5.35%
LGIPs	60,554,215	60,554,215	5.31%	53,538,287	53,538,287	5.16%
Securities/CDs	19,685,324	19,685,324	5.41%	68,615,070	68,615,070	5.26%
Totals	\$ 193,247,318	\$ 193,247,318		\$ 202,784,733	\$ 202,784,733	
Fourth Quarter-End Yield			5.32%			5.27%

Average Quarter-End Yields (1):

	2023 Fiscal Year	2024 Fiscal Year
Anna	3.91%	5.46%
Rolling Three Month Treasury	4.95%	5.42%
Rolling Six Month Treasury	4.77%	5.34%
TexPool	4.74%	5.29%
Fiscal YTD Interest Earnings	\$ 7,667,190	\$ 10,522,521

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	<u>June 30, 2024</u>		Ave. Yield	<u>September 30, 2024</u>	
		Book Value	Market Value		Book Value	Market Value
Bank DDA/MMA	5.61%	\$ 90,190,189	\$ 90,190,189	5.35%	\$ 80,631,377	\$ 80,631,377
LGIPs	5.31%	67,550,286	67,550,286	5.16%	53,538,287	53,538,287
Securities/CDs	5.49%	35,648,952	35,648,952	5.26%	68,615,070	68,615,070
Totals	5.48%	<u>\$ 193,389,428</u>	<u>\$ 193,389,428</u>	5.27%	<u>\$ 202,784,733</u>	<u>\$ 202,784,733</u>

Average Yield - Current Quarter (1)

Total Portfolio	5.27%
Rolling Three Month Treasury	5.24%
Rolling Six Month Treasury	5.17%
Quarterly TexPool Yield	5.16%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	5.46%
Rolling Three Month Treasury	5.42%
Rolling Six Month Treasury	5.34%
Quarterly TexPool Yield	5.29%

Interest Income (Approximate)

Quarterly Interest Income	\$ 2,561,992
Year-to-date Interest Income	\$ 10,522,521

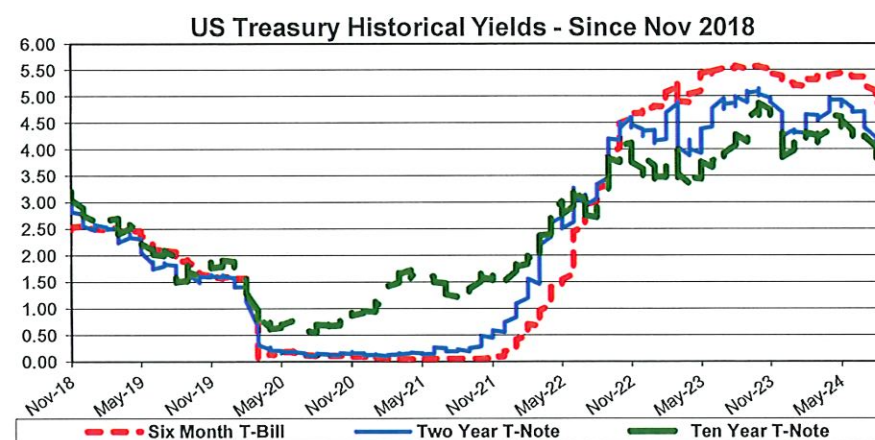
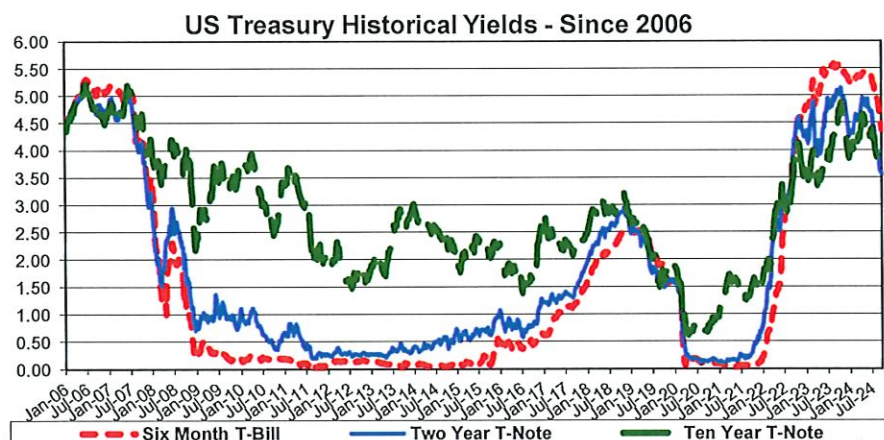
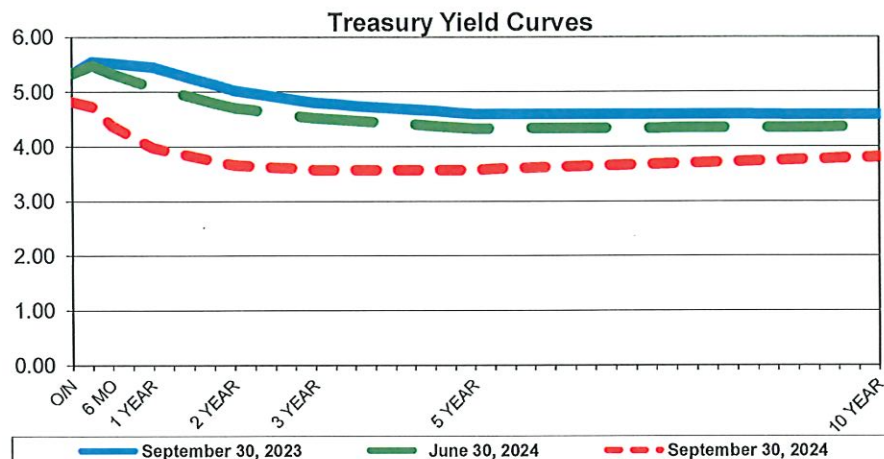
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

9/30/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range 0.50% to 4.75% - 5.00% (Effective Fed Funds trade +/-4.83%). Expectations are for two more 0.25% cuts by 12/31, although any actions will be meeting-by-meeting and "data-dependent." Sep Non-Farm Payroll surged 254k new jobs (above expectation), with the previous two months revised up boosting the Three Month Rolling Average 186k (from the previous 116k). Second Quarter 2024 GDP remained +3.0% due to increased consumer spending. The S&P 500 Stock Index exceeded 5,700 making new records. The yield curve dropped with the FOMC action and anticipated future actions. Crude Oil drifted slightly higher to +/- \$74 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-3.2%). Declining global economic outlook, ongoing/expanding military conflicts and the domestic elections increase uncertainty.



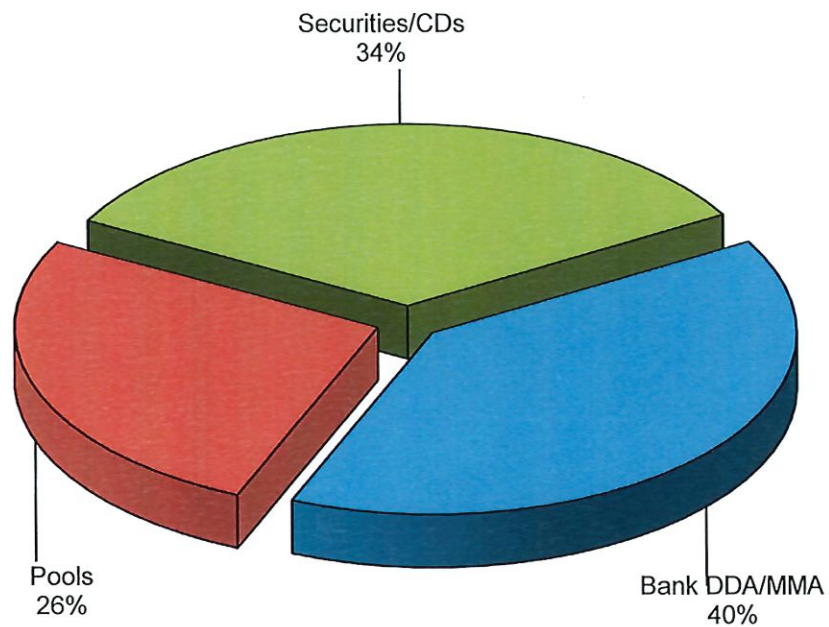
Investment Holdings
September 30, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Independent Financial Bank MMA		5.38%	10/01/24	09/30/24	\$ 79,322,469	\$ 79,322,469	1.000	\$ 79,322,469	1	5.38%
Simmons Bank MMA		3.76%	10/01/24	09/30/24	1,308,908	1,308,908	1.000	1,308,908	1	3.76%
TexPool LGIP	AAAm	5.16%	10/01/24	09/30/24	50,574,874	50,574,874	1.000	50,574,874	1	5.16%
TexasCLASS LGIP	AAAm	5.11%	10/01/24	09/30/24	2,963,413	2,963,413	1.000	2,963,413	1	5.11%
Independent Financial CD		5.36%	12/18/24	03/18/24	25,680,070	25,680,070	100.00	25,680,070	79	5.47%
Independent Financial CD		5.05%	03/24/25	09/24/24	5,000,000	5,000,000	100.00	5,000,000	175	5.15%
Independent Financial CD		5.05%	03/24/25	09/24/24	10,000,000	10,000,000	100.00	10,000,000	175	5.15%
Independent Financial CD		5.05%	03/24/25	09/24/24	7,000,000	7,000,000	100.00	7,000,000	175	5.15%
Independent Financial CD		5.05%	03/24/25	09/24/24	15,000,000	15,000,000	100.00	15,000,000	175	5.15%
Independent Financial CD		5.15%	09/24/25	09/24/24	935,000	935,000	100.00	935,000	359	5.25%
Independent Financial CD		4.91%	09/24/25	09/24/24	5,000,000	5,000,000	100.00	5,000,000	359	5.00%
					<u>\$202,784,733</u>	<u>\$ 202,784,733</u>		<u>\$202,784,733</u>	<u>53</u>	<u>5.27%</u>
									(1)	(2)

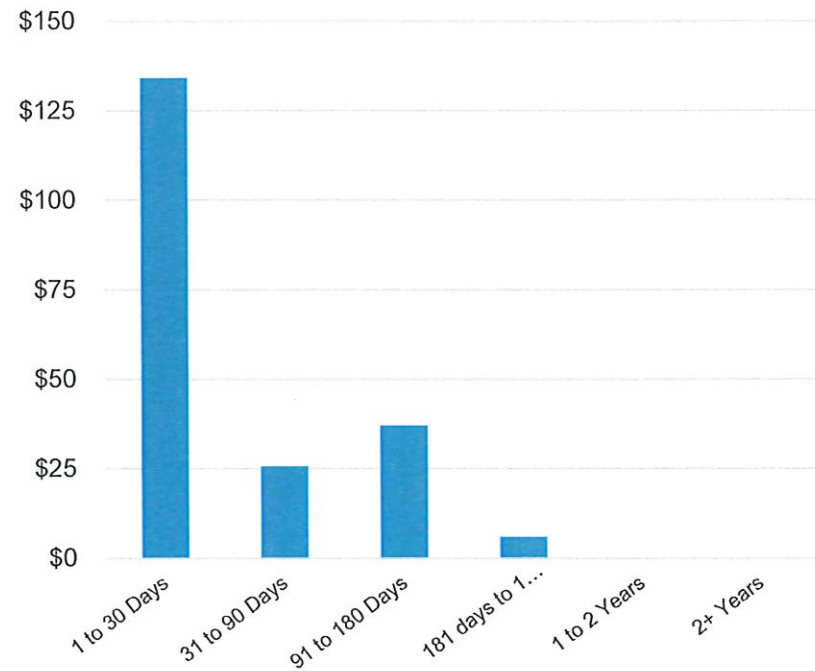
(1) **Weighted average life** - For purposes of calculating weighted average life, pool and bank account investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for pool and bank account investments.

Portfolio Composition



Distribution by Maturity Range (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/24	Increases	Decreases	Book Value 09/30/24	Market Value 06/30/24	Change in Market Value	Market Value 09/30/24
Independent Financial Bank MMA	5.38%	10/01/24	\$ 88,893,500	\$ —	\$ (9,571,031)	\$ 79,322,469	\$ 88,893,500	\$ (9,571,031)	\$ 79,322,469
Simmons Bank MMA	3.76%	10/01/24	1,296,690	12,218	—	1,308,908	1,296,690	12,218	1,308,908
TexPool LGIP	5.16%	10/01/24	64,354,863	—	(13,779,989)	50,574,874	64,354,863	(13,779,989)	50,574,874
TexasCLASS LGIP	5.11%	10/01/24	3,195,424	—	(232,011)	2,963,413	3,195,424	(232,011)	2,963,413
East West Bank CD	5.67%	08/20/24	5,246,317	—	(5,246,317)	—	5,246,317	(5,246,317)	—
Independent Financial CD	5.37%	09/04/24	5,064,881	—	(5,064,881)	—	5,064,881	(5,064,881)	—
Independent Financial CD	5.47%	12/18/24	25,337,753	342,317	—	25,680,070	25,337,753	342,317	25,680,070
Independent Financial CD	5.15%	03/24/25	—	5,000,000	—	5,000,000	—	5,000,000	5,000,000
Independent Financial CD	5.15%	03/24/25	—	10,000,000	—	10,000,000	—	10,000,000	10,000,000
Independent Financial CD	5.15%	03/24/25	—	7,000,000	—	7,000,000	—	7,000,000	7,000,000
Independent Financial CD	5.15%	03/24/25	—	15,000,000	—	15,000,000	—	15,000,000	15,000,000
Independent Financial CD	5.25%	09/24/25	—	935,000	—	935,000	—	935,000	935,000
Independent Financial CD	5.00%	09/24/25	—	5,000,000	—	5,000,000	—	5,000,000	5,000,000
TOTAL / AVERAGE	5.27%		\$ 193,389,428	\$ 43,289,535	\$ (33,894,229)	\$ 202,784,733	\$ 193,389,428	\$ 9,395,306	\$ 202,784,733

Cash & Investments by Fund

Description	06/30/24	09/30/24	Change
CDC/EDC Funds	\$ 17,421,167	\$ 18,092,512	\$ 671,345
General/Utility Funds	71,980,307	70,320,159	(1,660,148)
Debt Service Funds	2,248,705	505,496	(1,743,208)
General Bond Funds	43,491,370	49,160,185	5,668,815
Water/Sewer Bond Funds	52,448,121	59,111,540	6,663,420
Anna HFC/PFC	2,604,334	2,631,427	27,093
ARPA/SLFRF Funds	3,195,424	2,963,413	(232,011)
TOTALS	193,389,428	202,784,733	\$ 9,395,306



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Terri Doby

AGENDA ITEM:

Approve an Ordinance approving the Tax Year 2024 Tax Roll. (Budget Manager Terri Doby)

SUMMARY:

The Collin County Tax Assessor Collector has submitted the Tax Roll Summary to the City of Anna for Tax Year 2024. The report is attached.

FINANCIAL IMPACT:

Process to adopt the Fiscal Year 2025 Budget.

BACKGROUND:

Texas Property Tax Code, Section 26.09 requires the City to pass an ordinance approving the yearly Tax Roll.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. 2024 Tax Roll Summary Anna City
2. FY2025 Tax Roll Ordinance

2024 TAX ROLL SUMMARY

07 - ANNA CITY

	Amount	Count
NUMBER OF ACCOUNTS		12,612
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$1,618,008	
Improvement Non-Home Site	\$44,530	
ROLLCODE: PERSONAL		
Personal	\$101,035,792	
ROLLCODE: REAL		
Agriculture	\$269,708,624	
Improvement	\$2,427,687,941	
Improvement Non-Home Site	\$584,105,277	
Land	\$952,192,127	
Land Aq Land	\$737,630	
Land Non-Home Site	\$255,917,776	
TOTAL MARKET VALUE	\$4,593,047,705	
DEFERRALS		
Aq	\$269,708,624	210
TOTAL DEFERRALS	\$269,708,624	
EXEMPTIONS		
23.231 Circuit Breaker Limitation	\$10,880,711	619
Autos , XO , PPV , XO , PPV	\$12,610,375	22
Cap Adjustment , XT , XT	\$97,477,464	3,034
Disabled	\$3,339,600	121
Disabled Veteran	\$57,698,928	366
Homestead	\$57,699,744	5,181
Miscellaneous , XV , XV	\$359,946,280	504
Nominal Value	\$69,897	80
Over 65	\$25,973,412	928
Pollution Control	\$399,141	4
Solar/Wind	\$65,974	8
TOTAL EXEMPTIONS	\$626,161,526	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$895,870,150	
TOTAL MARKET VALUE	\$4,593,047,705	
TAXABLE VALUE	\$3,697,177,555	
TAX RATE	0.5072	
ROLLCODE: MOBILE HOME		
Levy	\$7,927.01	111
ROLLCODE: PERSONAL		
Levy	\$446,280.22	450
ROLLCODE: REAL		
Levy	\$18,297,730.00	12,051
TOTAL LEVY	\$18,751,937.23	
LEVY LOST DUE TO FROZEN	\$0.00	
OTHER LOST LEVY	\$146.56	
TOTAL LOST LEVY	\$146.56	

2024 TAX ROLL SUMMARY

07 - ANNA CITY

Calculation Analysis							
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	0.00	0.00		0.00	0	0	0
DV100 (Excl. Frozen)	3,638.73	3,492.17		146.56	57,448,399	54,321,123	3,127,276
Prorated (Excl. Frozen	0.00	0.00		0.00	0	0	0
Other	19,596,651.73	19,596,651.73		0.00	4,706,798,961	845,515,533	3,861,283,428
Total	19,600,290.46	19,600,143.90		146.56	4,764,247,360	899,836,656	3,864,410,704
DV100 (Incl. Frozen)	0.00	0.00		0.00	0	0	0
Prorated (Incl. Frozen	0.00	0.00		0.00	0	0	0

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2024 TAX ROLL FOR THE CITY OF ANNA, TEXAS

WHEREAS, the Collin County Tax Assessor Collector has submitted the 2024 Tax Roll for the City of Anna, Texas (the “City”) to the City Council of the City of Anna, Texas (the “City Council”) for approval; and

WHEREAS, the City Council is required by statute (Texas Property Tax Code Section 26.09) to approve or disapprove said Tax Roll; and

WHEREAS, the City Council has reviewed the 2024 Tax Roll Summary as provided by the Collin County Tax Assessor Collector, now therefore;

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

SECTION 1. Recitals Incorporated.

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

SECTION 2. Tax Roll Approved.

The Council hereby approves the 2024 Tax Roll Summary attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, this, the 12th day of November, 2024.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Pete Cain



Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014) (Director of Development Services Stephanie Scott-Sims)

SUMMARY:

At its November 4, 2024, meeting, the Planning & Zoning Commission recommended approval subject to the approval of a waiver from the following Subdivision Ordinance requirements:

1. **9.02.087(b)** - Minimum Frontage on A Public Street
2. **9.02.081(c)(1)** - Adequacy Of Streets and Thoroughfares - Responsibility for adequacy of streets and thoroughfares.
3. **9.02.081(6)(A)** - Street Dedications - Dedication of Right-of-Way
4. **9.02.081(o)** - Maximum and Minimum Length of Block or Street Segments

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

Three lots on 4.99± acres on the north side of FM 2862, 800± feet east of Oak Circle in the Extraterritorial Jurisdiction (ETJ).

The Final Plat subdivides one lot into three lots. The Subdivision Ordinance requires lots to have frontage on a public street. Lot 1 has the required frontage on FM 2862. Lots 2 and 3 do not have frontage on a public street. They are accessed by a road easement through Lot 1 and an ingress/egress easement through Lot 2. The applicant is requesting a waiver from the following Subdivision Ordinance requirements:

9.02.087(b) - Minimum Frontage on A Public Street

Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under Article 9.04 or an approved planned development district.

9.02.081(c)(1) - Adequacy Of Streets and Thoroughfares - Responsibility for adequacy of streets and thoroughfares.

The property owner shall ensure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the City's cost participation policies on oversized facilities.

9.02.081(6)(A) - Street Dedications - Dedication of Right-of-Way

The developer shall dedicate all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach streets, as shown in the comprehensive plan and as required by the design standards or by other valid development plans approved by City Council.

9.02.081(o) - Maximum and Minimum Length of Block or Street Segments

The maximum length of any block or street segment, including a looped street, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet, as measured along the street centerline and between the point(s) of intersection with other through streets. A cul-de-sac or dead-end street shall not be considered a through street. The block length is not measured along the side of a block that does not include the front of any lot.

The Final Plat is in conformance with the City's Subdivision Regulations and Zoning Ordinances upon approval of the waiver and is subject to additions and/or alterations to the engineering plans as required by the City Engineer.

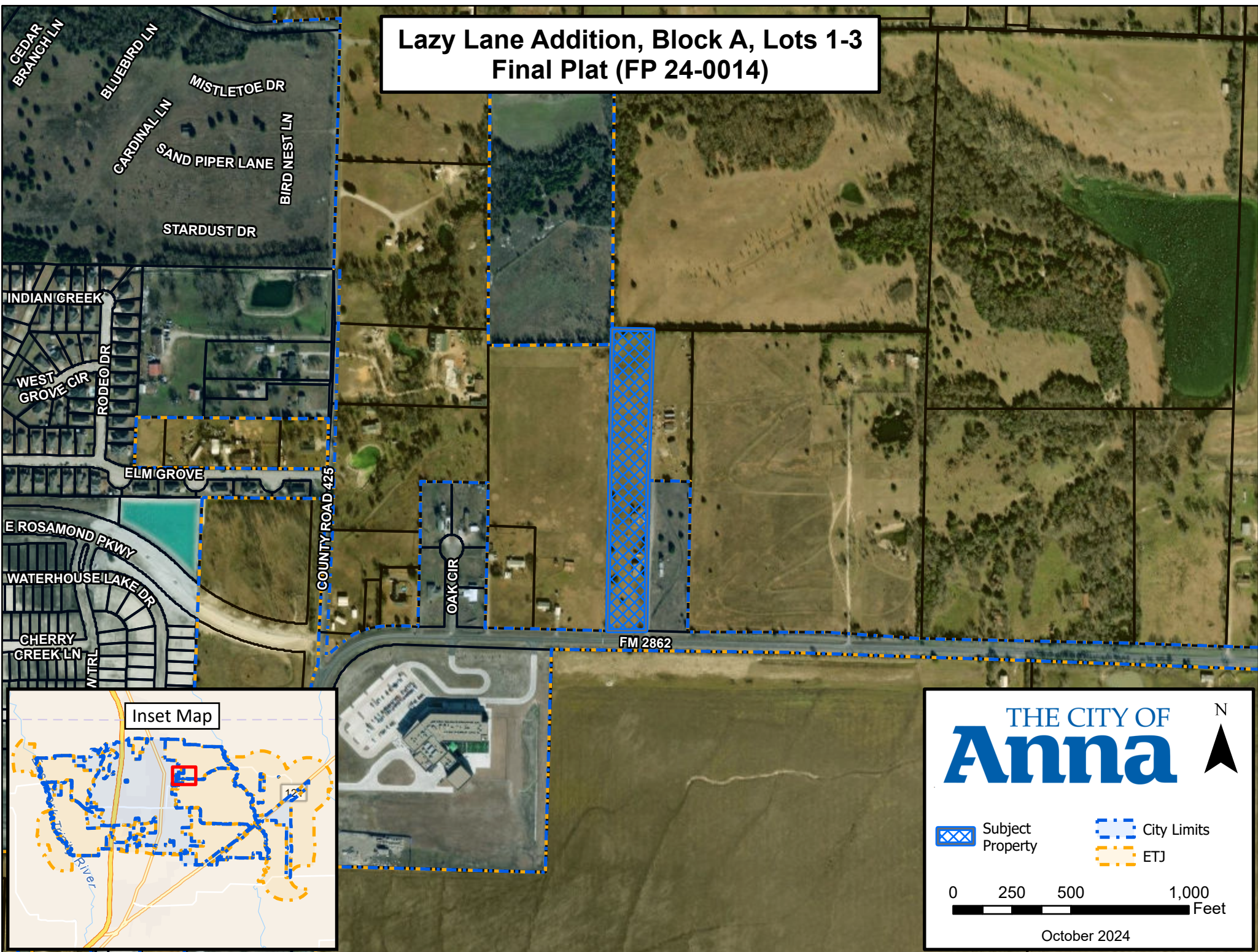
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Locator Map - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
2. Resolution - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
3. Exhibit A - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
4. Waiver - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)

Lazy Lane Addition, Block A, Lots 1-3
Final Plat (FP 24-0014)



THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ

0 250 500 1,000
Feet

October 2024

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING LAZY LANE ADDITION, BLOCK A, LOTS 1-3, FINAL PLAT. (FP 24-0014)

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

WHEREAS, Autobody by Fisher, LP has submitted an application for the approval of Lazy Lane Addition, Block A, Lots 1-3, Final Plat; and

WHEREAS, the Final Plat conforms to the City's Subdivision Regulations; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves Lazy Lane Addition, Block A, Lots 1-3, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

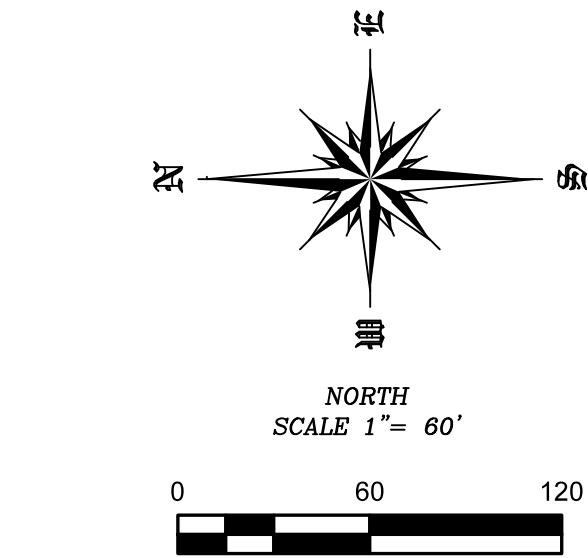
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of November, 2024.

ATTEST:

APPROVED:

Carrie Land, City Secretary

Pete Cain, Mayor



LEGEND		
R.M.	=	REFERENCE MONUMENT
CIRF	=	CAPPED 1/2" IRON ROD FOUND STAMPED (4613)
IRF	=	IRON ROD FOUND
D.R.C.C.T.	=	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	=	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	=	PLAT RECORDS OF COLLIN COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°57'09" E	45.00'
L2	N 89°01'10" W	10.00'
L3	N 29°01'10" W	20.00'
L4	N 00°58'50" E	133.34'

NOTES:

- The original copy will have original signatures, stamp seal and an impression seal.
- Copyright 2024, Surdukan Surveying, Inc.
- This survey is being provided solely for the use of the current parties.
- This survey is subject to all easements of record.
- The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
- Existing Electric is provided by Grayson Collin Electric Cooperative.
- Existing Water is provided by City of Anna.
- Septic is onsite.
- The purpose of this plat is to create 3 Lots.

NOTICE:

Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

FLOODPLAIN NOTE:

According to the Flood Insurance Rate Map (FIRM) Map No. 48085C0160 J, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this tract lies with in Zone X (Unshaded).

VICINITY MAP NOT TO SCALE

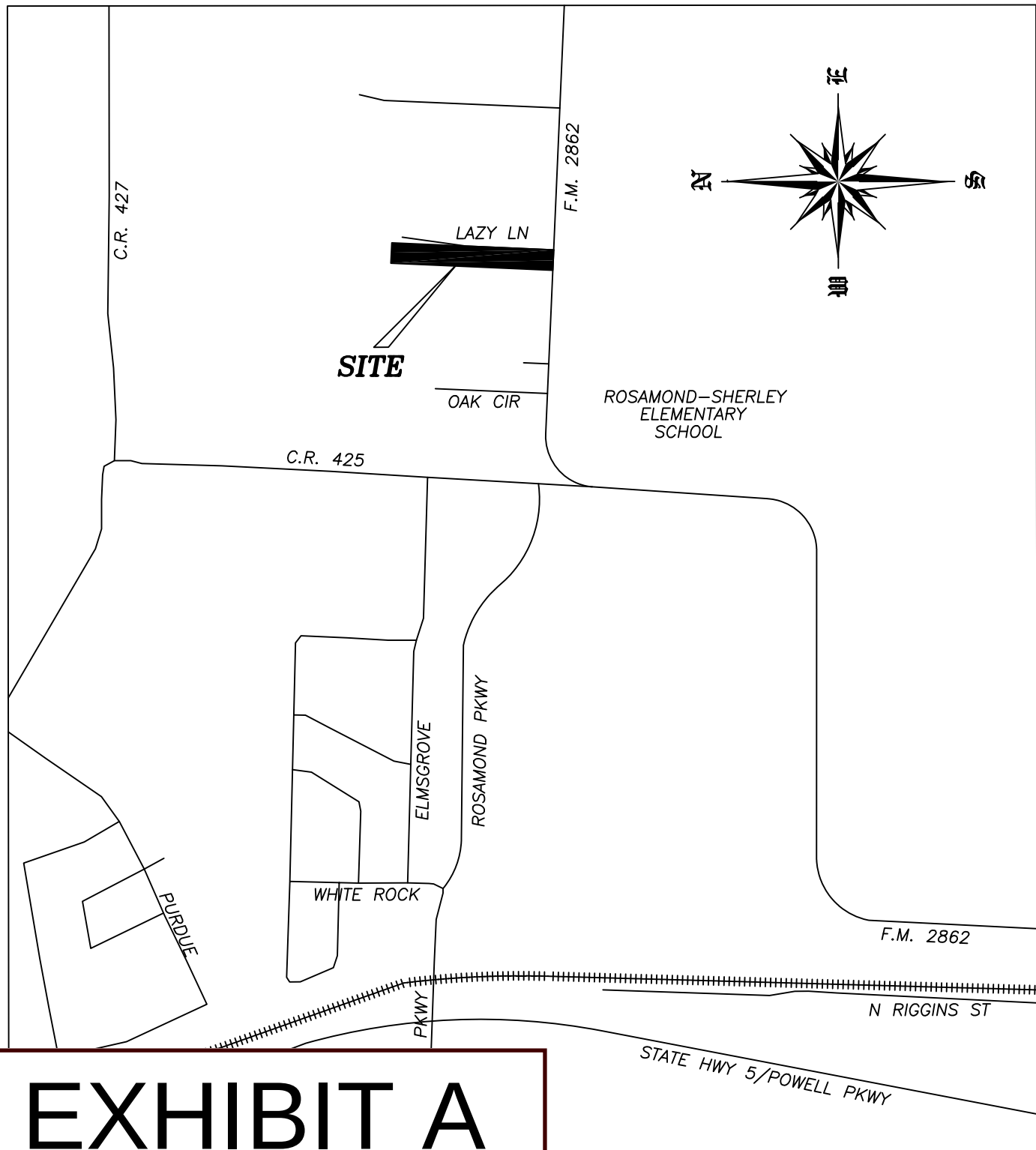
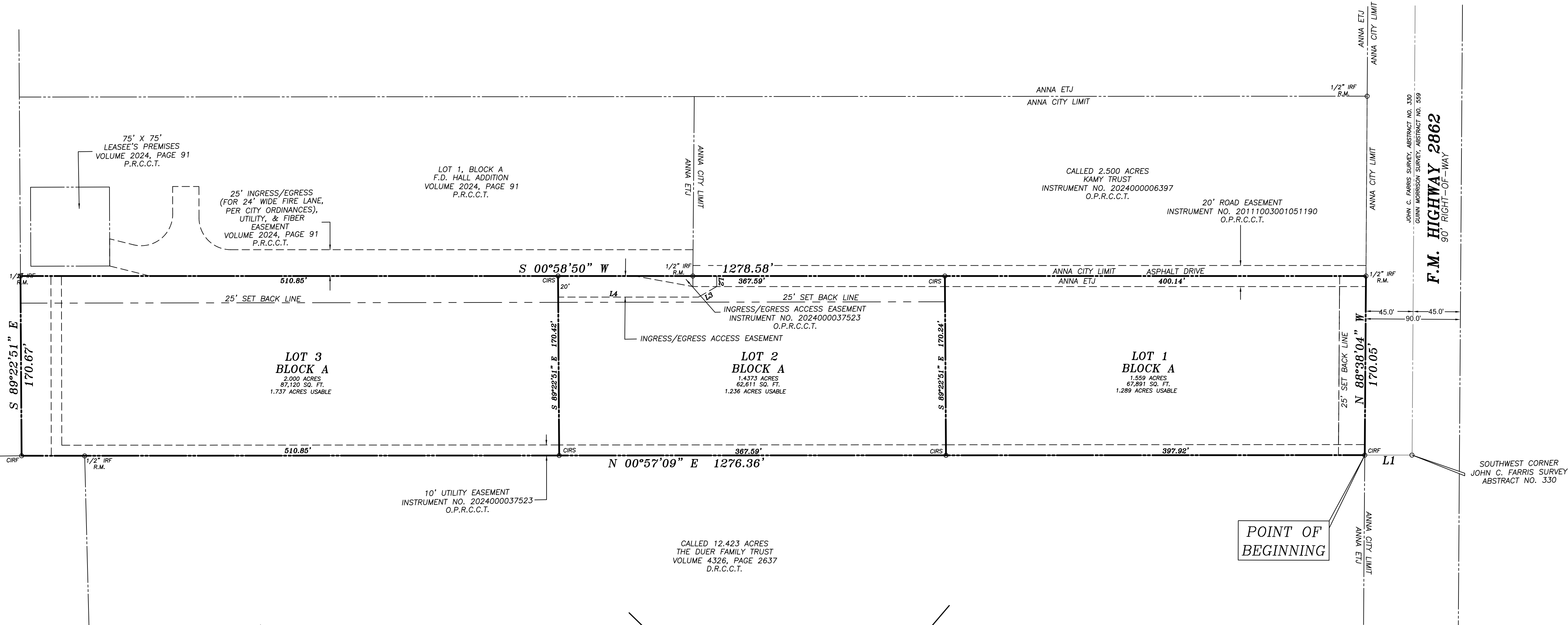


EXHIBIT A

CALLED 88.7622 ACRES
3MC JOINT VENTURE
VOLUME 3670, PAGE 174
D.R.C.C.T.

CALLLED 16.061 ACRES
ANNA 16 ACRES, LLC
INSTRUMENT NO. 202400006397
O.P.R.C.C.T.



OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, AUTOBODY BY FISHER, LP, is the owner of a tract of land situated in the John C. Farris Survey, Abstract No. 330, Collin County, Texas and being all of a 4.996 acre tract of land conveyed to Autobody by Fisher, LP, as recorded in Instrument No. 202400006397 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING in the north Right-of-Way (ROW) line of F.M. 2862 at a 1/2" iron rod with plastic cap stamped "4613" found for the southwest corner of the called 4.996 acre tract of land, said iron rod also being the southeast corner of a called 12.423 acre tract of land conveyed to The Duer Family Trust as recorded in Volume 4326, Page 2637 of the Deed Records of Collin County, Texas, and said iron rod bears N 00°57'09" E a distance of 45.00' from the southwest corner of said John C. Farris Survey;
THENCE N 00°57'09" E with the west line of the called 4.996 acre tract of land a distance of 1276.36' to a 1/2" iron rod with plastic cap stamped "4613" found for corner in the east line of a called 16.061 acre tract of land conveyed to Anna 16 Acres, LLC as recorded in Instrument No. 202400006397 of the Official Public Records of Collin County, Texas and said iron rod set being at the eastern most southeast corner of a called 88.7622 acre tract of land conveyed to 3MC Joint Venture as recorded in Volume 3670, Page 174 of the Deed Records of Collin County, Texas;
THENCE S 89°22'51" E with the south line of the called 88.7622 acre tract of land a distance of 170.67' to a 1/2" iron rod found for the northwest corner of Lot 1, Block A of the F.D. Hall Addition, an addition to the ETJ of the City of Anna as shown on the plat thereof recorded in Volume 2024, Page 91 of the Plat Records of Collin County, Texas;
THENCE S 00°58'50" W a distance of 1278.58' to a 1/2" iron rod found in the middle of Lazy Lane (Private Road) and in the north ROW line of F.M. 2862 and said iron rod being at the southwest corner of a called 2,500 acre tract of land conveyed to the Kamy Trust as recorded in Instrument NO. 2013050800625770 of the Official Public Records of Collin County, Texas;
THENCE N 88°38'04" W with the north ROW line of F.M. 2862 a distance of 170.05' to the POINT OF BEGINNING, and containing 217,622 Square Feet or 4.996 acres of land.

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Autobody by Fisher, LP, does hereby adopt this plat designating the hereinabove described property as LAZY LANE ADDITION, BLOCK A, LOTS 1-3, an addition to Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS my hand this the _____ day of _____, 2024.

Richard Fisher — OWNER

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RICHARD FISHER, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for Collin County, Texas

My Commission Expires: _____

COLLIN COUNTY NOTES:

All lots must utilize alternative type On-Site Sewage Facilities.

Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/bands, etc. (Per State regulations). No variances will be granted for setbacks or for OSSF reduction.

There is a 10' utility easement along each side and rear property line of lot 1 to which OSSF setbacks apply.

There are no easements other than those noted above.

There were several, existing structures/dwelling and a single associated OSSF on Lot 1 at the time of approval.

- The existing OSSF on Lot 1 is an alternative system, suitable for the site and existing structure. Any changes to the existing structure must be reviewed by CCDS prior to construction for compliance with OSSF regulations.
- Following required repairs, the P.S. As-Builts submitted with the plat shows all OSSF components for the plat to be completely within the boundaries of the plat. If any of the OSSF components are actually over any of the lot lines and continue onto another parcel, the entire systems must be replaced with an approved alternative system (after review and permitted through CCDS).

Tree removal and/or grading for OSSF may be required on individual lots.

There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

Each lot is limited to a maximum of 5,000 gallons of treated/discharged sewage each day.

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

(TO BE REVISED PER COUNTY REVIEW COMMENTS)

STATE OF TEXAS §
COUNTY OF COLLIN §

I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

David J. Surdukan
Registered Professional Land Surveyor
Registration No. 4613

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. Surdukan, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for Collin County

My Commission Expires: _____

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2024, by the Planning & Development Department for the City of Anna, Texas

(Planning Manager)

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

FINAL PLAT
LAZY LANE ADDITION
BLOCK A, LOTS 1-3
4.996 ACRES
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS
JOHN C. FARRIS SURVEY
ABSTRACT NO. 330

FP 24-0014

OWNER
AUTOBODY BY FISHER, LP
255 S. HENRY HYNDS EXPY
VAN ALSTYNE, TEXAS 75409
903-482-5171

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

Planning & Zoning Commission and City Council
City of Anna
120 W 7th Street
Anna, Texas 75409

Re: Waiver Request – Lazy Lane Addition Final Plat

Commission and Council Members:

As an applicant, I have submitted a final plat for consideration by the City Planning & Zoning Commission and City Council at upcoming hearings. I respectfully request that this final plat be approved with a waiver to the following requirement(s):

§ 9.02.087 (b) Minimum frontage on a public street. Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district.

§ 9.02.081

(c) Adequacy of streets and thoroughfares.

(1) Responsibility for adequacy of streets and thoroughfares. The property owner shall ensure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the city's cost participation policies on oversized facilities.

(6) Street dedications.

(A) Dedication of right-of-way. The developer shall dedicate all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach streets, as shown in the comprehensive plan and as required by the design standards or by other valid development plans approved by city council.

(o) Maximum and minimum length of block or street segments. The maximum length of any block or street segment, including a looped street, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet, as measured along the street centerline and between the point(s) of intersection with other through streets. A cul-de-sac or dead-end street shall not be considered a through street. The block length is not measured along the side of a block that does not include the front of any lot.

This waiver is requested based on the following:

A. The City has approved the F.D. Hall Addition in September of 2023 which is located east of Lot 3 of the proposed Lazy Lane Addition. The F.D. Hall Addition does not border on public Right Of Way. Their access is through the 20' access easement as shown on the F.D. Hall Addition filed in Volume 2024, Page 91, P.R.C.C.T. The 20' access easement is also shown centered on the east property line of the proposed Lazy Lane Addition.

B. The final plat being presented for consideration does include a 20' access easement that is centered on the property line between this property and a called 2.500 acre tract to Kamy Trust filed in Instrument No. 2024000006397, O.P.R.C.C.T. The 20' access easement is currently in place by separate instrument and is being used to access the F.D. Hall Addition.

We appreciate your consideration of this waiver request and approval of the final plat.

Sincerely,

Richard Fisher
Applicant and Owner

A handwritten signature in cursive script, appearing to read "Richard Fisher", written in black ink.



Item No. 5.e.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute the First Amendment to the Development Agreement by and between the City of Anna, Texas, and Anna 31 Retail, LP. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is to approve the First Amendment to a development agreement with Anna 31 Retail, LP, to provide extensions to the original project timelines.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The property owner and developer requested extensions to the timelines placed on the project in the original development agreement. At the September 24, 2024, City Council Meeting, staff presented the extension request to the City Council. The City Council directed staff and the City Attorney to work with the developer to establish reasonable extensions to the timelines for the project.

The proposed amended development agreement is attached to this item for approval. The proposed timeline extensions allow for a 90-day increase to the project schedule. Construction is anticipated to begin in the first quarter of 2025.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Resolution - First Amendment to DA - Anna Retail 31 LP
2. First Amendment to Development Agreement with City of Anna and Anna 31 Retail - signed by Seller
3. Res 2022-04-1142 Anna 31 Retail Dev Agree

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS, AND ANNA 31 RETAIL, LP; WITH AN EFFECTIVE DATE.

WHEREAS, the City of Anna entered into a development agreement with Anna 31 Retail, LP on April 12, 2022 for the development of a multi-family project; and,

WHEREAS, Anna 31 Retail, LP, has requested extensions to the timeline requirements identified in the development agreement; and,

WHEREAS, the proposed extensions allow for a 90-day increase in the project timeline, which allows the developer to adequately move forward with the project; and,

WHEREAS, the First Amendment to the Development Agreement has been reviewed by the City Attorney and City staff to ensure compliance with the rules and regulations of the City of Anna, Texas, and Texas Local Government Code; and,

WHEREAS, the City Council of the City of Anna, Texas, finds that the First Amendment to the Development Agreement is acceptable and should be executed and placed on file with the City Secretary; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute the First Amendment to Development Agreement by and between the City of Anna, Texas, and Anna 31 Retail, LP.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of November, 2024.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibit A
(see following page)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Agreement**") is made and executed by CITY OF ANNA, TEXAS, a Texas home-rule municipality ("**City**"), and ANNA 31 RETAIL, LP, a Texas limited partnership ("**Anna 31**"), and effective as of the ____ day of _____, 2024 (the "**Effective Date**"). City and Anna 31 are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Anna 31 and the City entered into that certain Development Agreement dated April 12, 2022 (as modified or amended from time to time, the "**City Development Agreement**") with respect to (among other things) the rezoning of the Property to allow for a Planned Development-Multiple-Family – High Density (PD-MF-2) and for the construction of multiple-family residences on the Property (the "**Multifamily Development**"), as more particularly described in the City Development Agreement.

B. The City approved the Zoning Change (as defined in the City Development Agreement) covering the Property on April 12, 2022, by the adoption of Ordinance 972-2022 (the "**Zoning Ordinance**"); and

C. City and Anna 31 desire to enter into this Agreement in order to (i) amend the deadlines set forth in the City Development Agreement, and (ii) otherwise evidence certain agreements between the Parties relating to the Multifamily Development.

NOW, THEREFORE, for and in consideration of the above Recitals and the benefits to accrue to the Parties, City and Anna 31 hereby covenant and agree as follows:

AGREEMENTS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein and made a part hereof for all purposes, as if set forth in full to further describe the Parties' intent under the City Development Agreement and that said recitals constitute representations by City and Anna 31 in this Agreement. All capitalized terms used herein but not defined herein shall have the meanings as defined in the City Development Agreement.

2. **Replat of the Property.** Anna 31 replated all of the Property as Lot 8, Block A ("**Lot 8**") and Lot 1, Block B ("**Lot 1**"), Anna Retail Addition, an addition to the City of Anna, Collin County, Texas, according to the plat thereof recorded on July 8, 2022, in Plat Book 2022, Page 471, Plat Records of Collin County, Texas (the "**Replat**").

3. **Pending Sale of the Property.** Anna 31, as seller, and Meryl Street LP, a Delaware limited partnership ("**NRP**"), as purchaser, are parties to that certain Contract of Sale, dated April 28, 2023, as amended (the "**Contract**") for the purchase and sale of the Property. Upon the Closing of the sale of the Property to NRP, NRP shall become a Subsequent Owner under the City Development Agreement.

4. **City Development Agreement Requirements and Approvals.** The Parties acknowledge and agree that the following actions have occurred:

(a) by adoption of the Zoning Ordinance, the Zoning Change was approved by the City and is in full force and effect as of the Effective Date;

(b) the Replat of the Property filed by Anna 31 satisfied the requirement for the submission of a replat set forth in Section 4.B.1 of the City Development Agreement; and

(c) On July 5, 2024, NRP submitted a site plan, landscaping plan, lighting plan, replat (showing easements, fire lanes and utilities for the Multifamily Development on the Property) and civil plans to the City, which plans were subsequently approved by the City on August 12, 2024, thereby satisfying the requirements set forth in Section 4.B.2 of the City Development Agreement. Thereafter, NRP submitted a revised site plan to the City on October 24, 2024, which the City has reviewed and approved.

5. **Modification of City Development Agreement.** Section 4.B of the City Development Agreement shall be modified and amended as follows:

(a) Section 4.B.3 shall be amended to replace “60 days” with “120 days”; and

(b) Section 4.B.7 shall be amended to replace “120 days” with “210 days”.

6. **No Default.** As of the Effective Date, each Party acknowledges and agrees that no default on the part of the other Party exists, and that the City Development Agreement, as amended hereby, is in effect and fully enforceable.

7. **Miscellaneous Provisions.**

(a) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(b) If the period provided for performance of any action in the City Development Agreement (as amended hereby) ends on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. “Holiday” means any day on which state or national banks are not open for business in the State of Texas.

(c) This Agreement is not intended, and nothing herein shall be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize any Party to act as the agent of the other.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any court proceeding shall lie with a state court of proper jurisdiction in Collin County, Texas.

(e) This Agreement binds, benefits and may be enforced by the Parties and their respective successors and permitted assigns.

(f) This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights to, or in favor of, any person or entity who is not a Party unless otherwise expressly provided herein.

(g) This Agreement may be executed in one or more original counterparts each of which shall be taken to be an original, and all collectively but one instrument. Further, signatures of any Party by electronic means shall be deemed effective as the original signature of such Party on any counterpart of this Agreement for all purposes.

(h) This Agreement and the other documents specifically referenced herein contain the entire understanding between the Parties with respect to the subject matter of this Agreement, and there are no other agreements, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended or terminated only by written agreement signed by the Parties.

[Signature Page Follows]

EXECUTED on the dates set forth in the acknowledgements below, to be effective as of the Effective Date.

CITY:

CITY OF ANNA,
a Texas home rule municipality

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

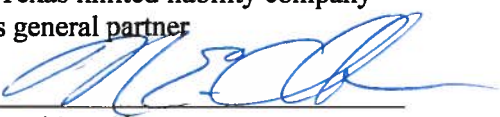
This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same in his capacity as _____ City Manager of the City of Anna, Texas, for the purposes and consideration therein expressed.

Notary Public, State of Texas

ANNA 31:

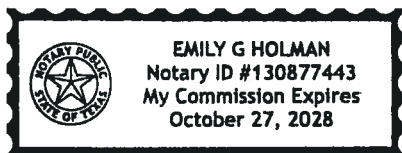
ANNA 31 RETAIL, LP
a Texas limited partnership

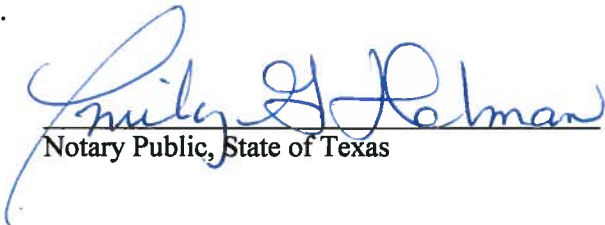
By: DEC Properties, L.L.C.
a Texas limited liability company
its general partner

By: 
David E. Claassen, Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of November, 2024, by David Claassen, the Manager of DEC Properties, LLC, a Texas limited liability company, the general partner of ANNA 31 RETAIL, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed.




Notary Public, State of Texas

CITY OF ANNA, TEXAS
RESOLUTION NO. 2022-04-1142

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

WHEREAS, Anna 31 Retail LP, is the Property Owners of real estate generally located on the east and west sides of Throckmorton Boulevard, 370± feet south of W. White Street (FM 455); and

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

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

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

Section 1. Recitals Incorporated.

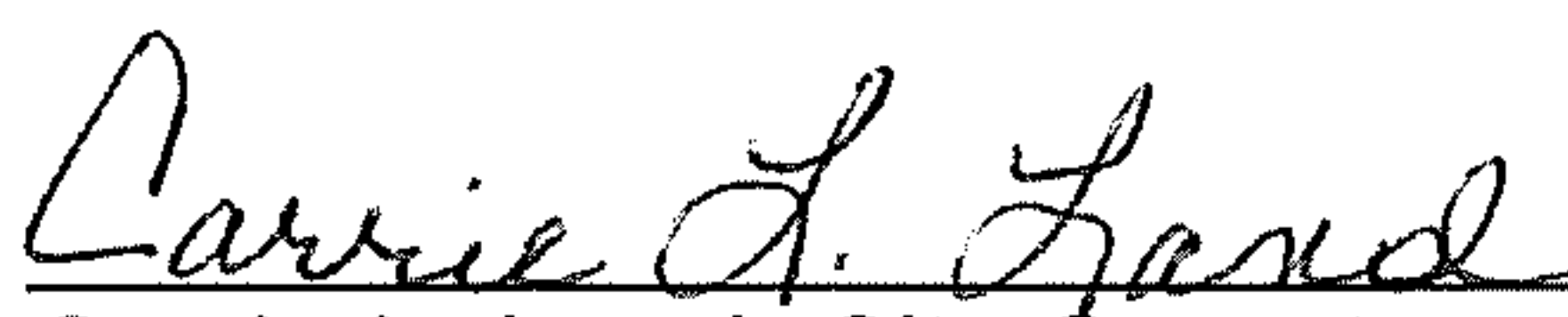
The recitals above are incorporated herein as if set forth in full for all purposes.

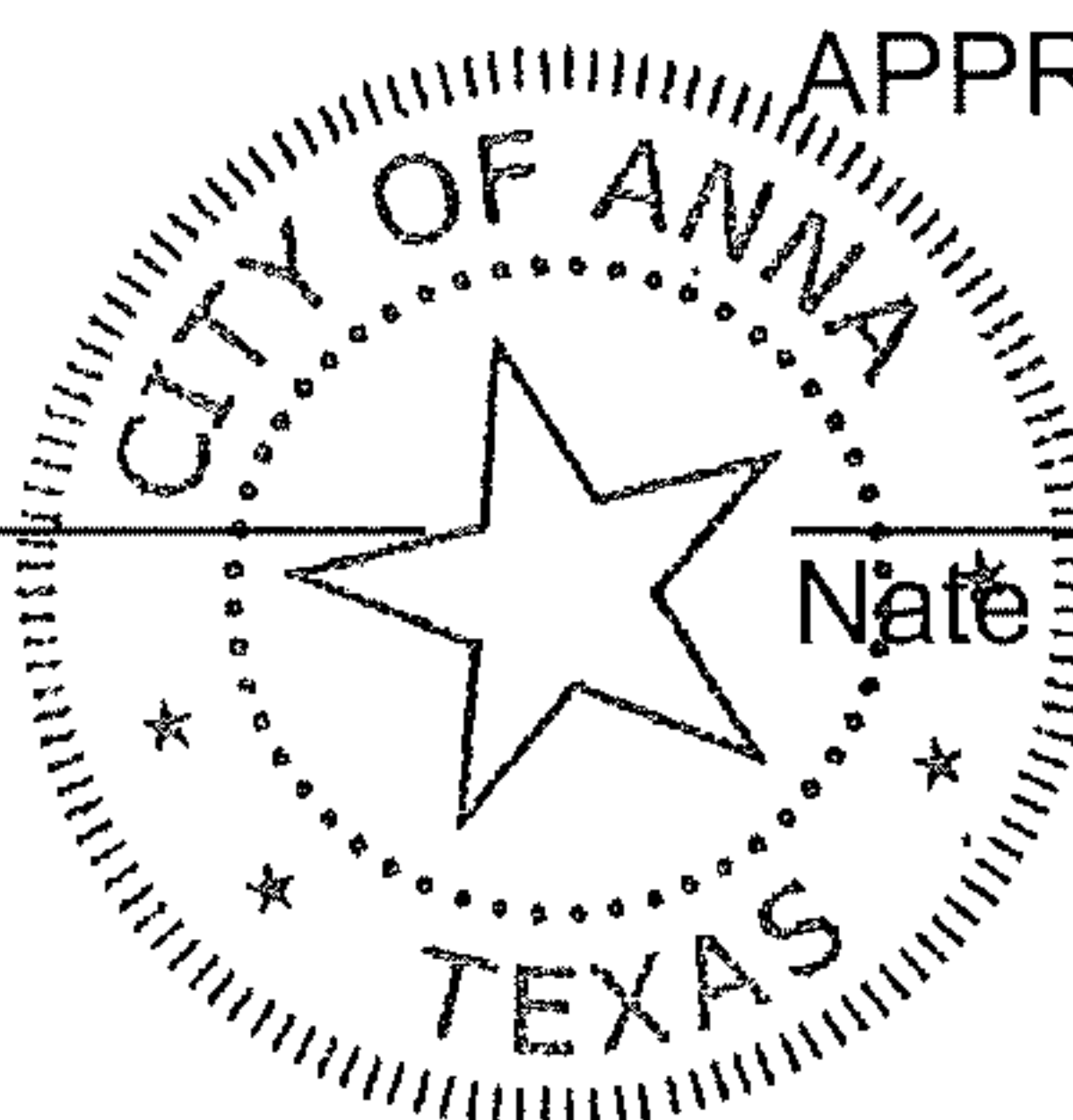
Section 2. Approval

The City Council hereby approves the Development Agreement with Anna 31 Retail, LP, attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 12th day of April 2022.

ATTESTED:


Carrie L. Land, City Secretary



APPROVED:


Nate Pike, Mayor

**EXHIBIT “1A”
PROPERTY DESCRIPTION**

PROPERTY DESCRIPTION

Being a 12.87 acre tract of land located in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas, being a part of Lot 3, Block A of the Anna Retail Addition, recorded in Instrument Number 20220310010000970 of the Official Public Records of Collin County, Texas, (OPRCCT), said 12.87 acre tract as determined from a survey by Kenneth Yazel, RPLS 6182 on February 28, 2022 (ground distances are expressed in US survey feet using a projected combined scale factor of 1.000152710) and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7176569.4 and Easting 2552835.6, on the east right-of-way line of U.S. Highway 75 (Variable Width Right-of-Way) and at the southwest corner of said Lot 3;

THENCE North 88 degrees 57 minutes 21 seconds East (Grid Bearings based on said Texas Coordinate System), with the south line of said Lot 3, a distance of 369.85 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 01 degrees 02 minutes 37 seconds West, across said Lot 3, a distance of 508.22 feet to a set 1/2" iron rod with a cap stamped "ypassociates.com";

THENCE North 88 degrees 57 minutes 22 seconds East, continuing across said Lot 3, a distance of 69.28 feet to a point for corner;

THENCE North 01 degrees 03 minutes 24 seconds West, continuing across said Lot 3, a distance of 24.87 feet to a point for corner from which a found 1/2" iron rod with a cap stamped "ypassociates.com" at an angle point on the north line of said Lot 3 bears North 01 degrees 03 minutes 24 seconds West, a distance of 26.13 feet;

THENCE North 88 degrees 52 minutes 55 seconds East, continuing across said Lot 3, a distance of 900.32 feet to a point for corner in a curve to the left having a radius of 740.00 feet and whose chord bears South 23 degrees 38 minutes 38 seconds East, a distance of 114.66 feet;

THENCE Southeasterly, continuing across said Lot 3 with said curve to the left through a central angle of 08 degrees 53 minutes 12 seconds an arc length of 114.77 feet to a point for corner at the beginning of a curve to the right having a radius of 660.00 feet and whose chord bears South 14 degrees 35 minutes 12 seconds East, a distance of 308.16 feet;

THENCE Southeasterly, continuing across said Lot 3 with said curve to the left through a central angle of 27 degrees 00 minutes 03 seconds an arc length of 311.03 feet to a point for corner;

THENCE South 01 degrees 05 minutes 11 seconds East, continuing across said Lot 3, a distance of 128.81 feet to a point of corner from which a found 5/8" iron rod at the southeast corner of said Lot 3 bears North 88 degrees 57 minutes 21 seconds East, a distance of 180.20 feet;

THENCE South 88 degrees 57 minutes 21 seconds West, with the south line of said Lot 3, a distance of 1085.91 feet to the **POINT OF BEGINNING** and containing 12.87 acres, or 560,585 square feet of land, more or less.



**EXHIBIT “1B”
PROPERTY DESCRIPTION**

PROPERTY DESCRIPTION

Being a 2.52 acre tract of land located in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas, being a part of Lot 3, Block A of the Anna Retail Addition, recorded in Instrument Number 20220310010000970 of the Official Public Records of Collin County, Texas, (OPRCCT), said 2.52 acre tract as determined from a survey by Kenneth Yazel, RPLS 6182 on February 28, 2022 (ground distances are expressed in US survey feet using a projected combined scale factor of 1.000152710) and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7176569.4 and Easting 2552835.6, on the east right-of-way line of U.S. Highway 75 (Variable Width Right-of-Way) and at the southwest corner of said Lot 3;

THENCE North 88 degrees 57 minutes 21 seconds East (Grid Bearings based on said Texas Coordinate System), with the south line of said Lot 3, a distance of 1635.97 feet to a found 5/8" iron rod at the southeast corner of said Lot 3;

THENCE North 02 degrees 45 minutes 07 seconds West, with the east line of said Lot 3, a distance of 59.39 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 88 degrees 57 minutes 21 seconds West, across said Lot 3, a distance of 88.00 feet to a point for corner;

THENCE North 45 degrees 32 minutes 35 seconds West, continuing across said Lot 3, a distance of 14.97 feet to a point for corner;

THENCE North 01 degrees 05 minutes 11 seconds West, continuing across said Lot 3, a distance of 58.82 feet to a point for corner in a curve to the left having a radius of 740.00 feet and whose chord bears North 14 degrees 35 minutes 12 seconds West, a distance of 345.51 feet;

THENCE Northwesterly, continuing across said Lot 3 with said curve to the left through a central angle of 27 degrees 00 minutes 03 seconds an arc length of 348.73 feet to a point for corner at the beginning of a curve to the right having a radius of 656.66 feet and whose chord bears North 14 degrees 34 minutes 09 seconds West, a distance of 308.55 feet;

THENCE Northwesterly, continuing across said Lot 3 with said curve to the left through a central angle of 27 degrees 10 minutes 34 seconds an arc length of 311.46 feet to a point for corner on the north line of said Lot 3, from which a found 1/2" iron rod with cap stamped "ypassociates.com" bears South 88 degrees 54 minutes 49 seconds West, a distance of 12.72 feet;

THENCE North 88 degrees 54 minutes 49 seconds East, with the north line of said Lot 3, a distance of 230.56 feet to a found 1/2" iron rod with cap stamped "ypassociates.com" at the northeast corner of said Lot 3;

THENCE South 02 degrees 45 minutes 07 seconds East, with the east line of said Lot 3, a distance of 705.88 feet to the **POINT OF BEGINNING** and containing 2.52 acres, or 109,799 square feet of land, more or less.



EXHIBIT “2”
DEPICTION OF PROPERTY

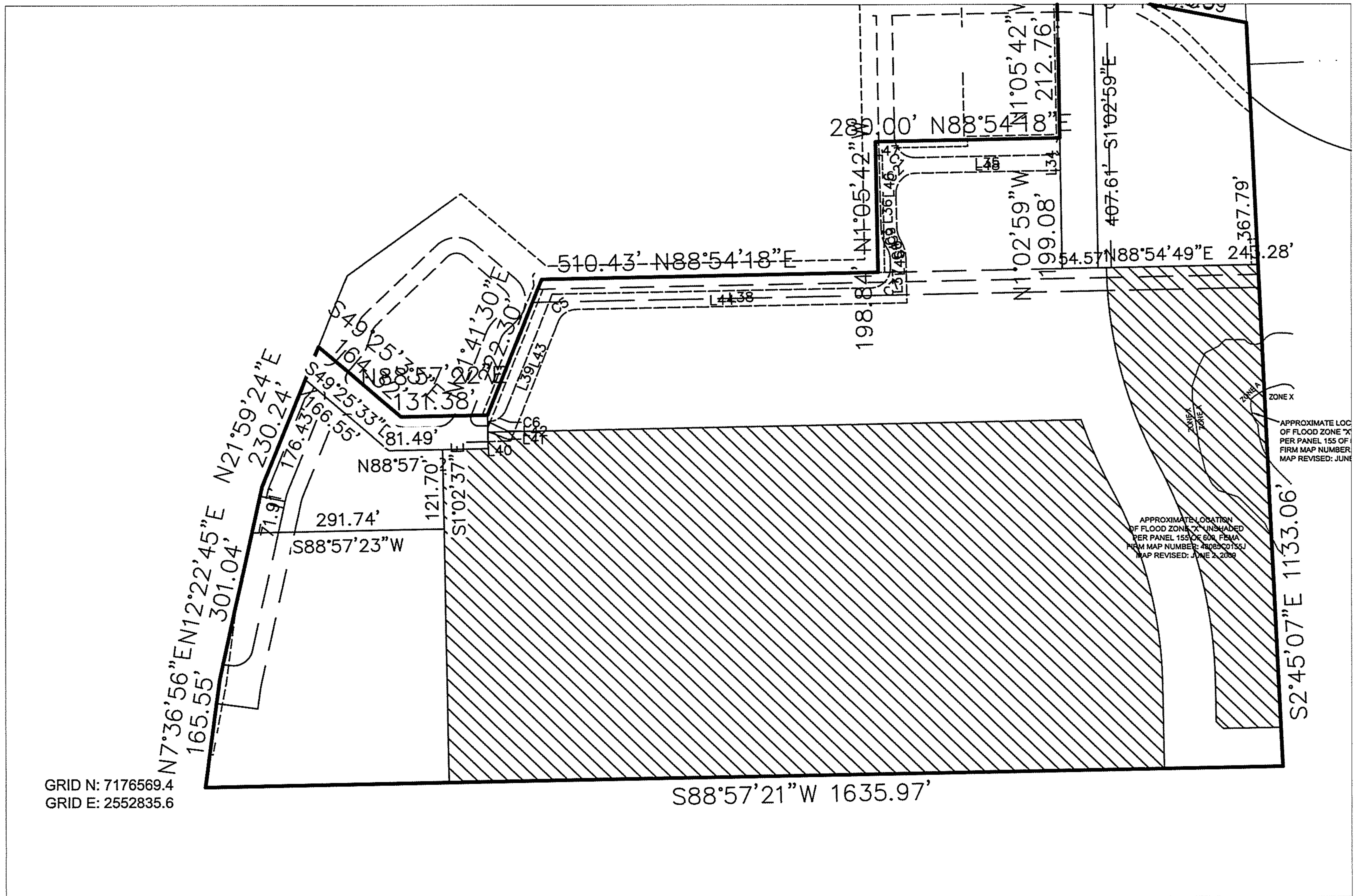
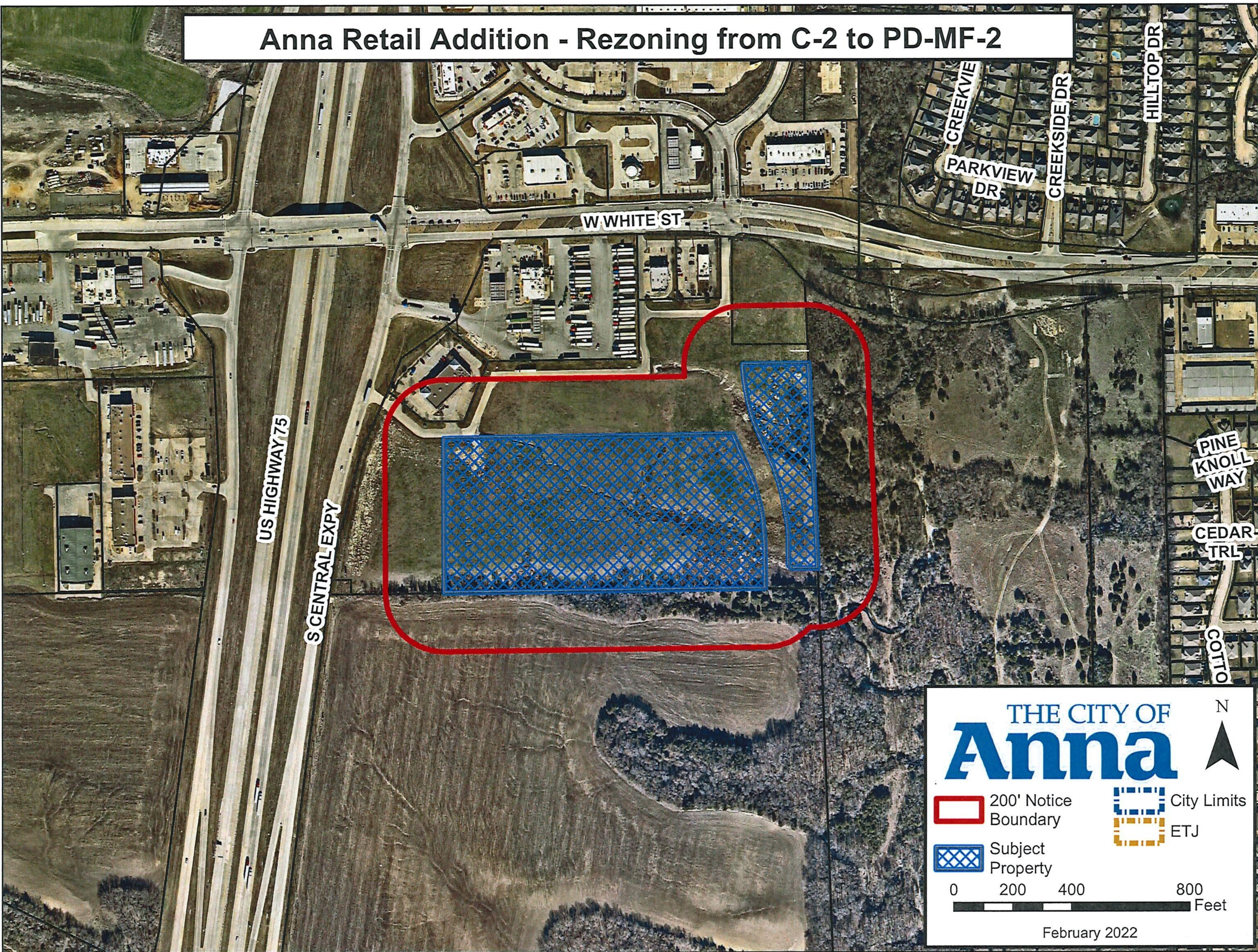


Exhibit 2

Anna Retail Addition - Rezoning from C-2 to PD-MF-2



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of April 12, 2022 (the "Effective Date") between and among the City of Anna, Texas, a home-rule municipality (the "City") and Anna 31 Retail, LP, a Texas limited partnership ("Owner") as follows:

RECITALS

WHEREAS, the Owner is the sole owner of 15.4± acres of real property located wholly within the City's corporate limits and described in Exhibit 1A and Exhibit 1B and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is C-2 General Commercial District (the "Original Zoning Classification"); and,

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

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

WHEREAS, in the event that the Property is rezoned, the City and Owner desire to enter into this Agreement to establish development and design regulations to ensure that future development is appropriate for the area and fits in well with adjacent properties; and,

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. It is expressly understood and to include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.
- B. With respect to all structures/development within the PD-MF-2 Zoning District, Owner agrees to comply and/or to cause all other persons or entities to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy percent (70%), for

the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than (30%) consisting of cementitious siding (Hardie products).

- B. Roofing materials for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.
- C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- D. A covered entry area shall be designed at the main entry to each building.
- E. A minimum of 75% of all units must have one of the following design features:
 - 1) true balcony, stoop, or patio to create outdoor living space.
- F. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Articulation of building facade,
 - 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
 - 3) A horizontal change in building materials between stories of a building,
 - 4) Variation in building materials between vertical intervals,
 - 5) Variations in window placement,
 - 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
 - 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

SECTION 3. NOTICES.

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

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

To Owner: Anna 31 Retail, LP
c/o David E Claassen
8400 Westchester Dr. Suite 300
Dallas, TX 75225

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

- A. This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 12th day of April 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.
- B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:
1. Within 45 days after City Council approval of the Zoning Change, Owner will have submitted a replat of the Property.
 2. Within 180 days after the City has approved and signed the Replat, Owner shall have submitted a site plan, landscaping plan, lighting plan, replat (showing easements, fire lanes and utilities for the multi-family development), and civil plans.
 3. A preconstruction meeting between Owner and City staff shall occur within 60 days of final approval of the civil plans.
 4. Site construction pursuant to final approved civil plans must commence within 90 days after the preconstruction meeting.

5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than 150 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multi-family development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
 6. Recordation in the Official Records of Collin County, Texas of multifamily development final replat must occur within 420 days of commencement of site construction.
 7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of final multi-family development replat and obtaining a building permit.
- C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building

permits and certificates of occupancy.

- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur
- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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

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

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a

part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF

DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

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

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an

existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE.

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

[signature page follows]

CITY OF ANNA

By: _____

Jim Proce, City Manager

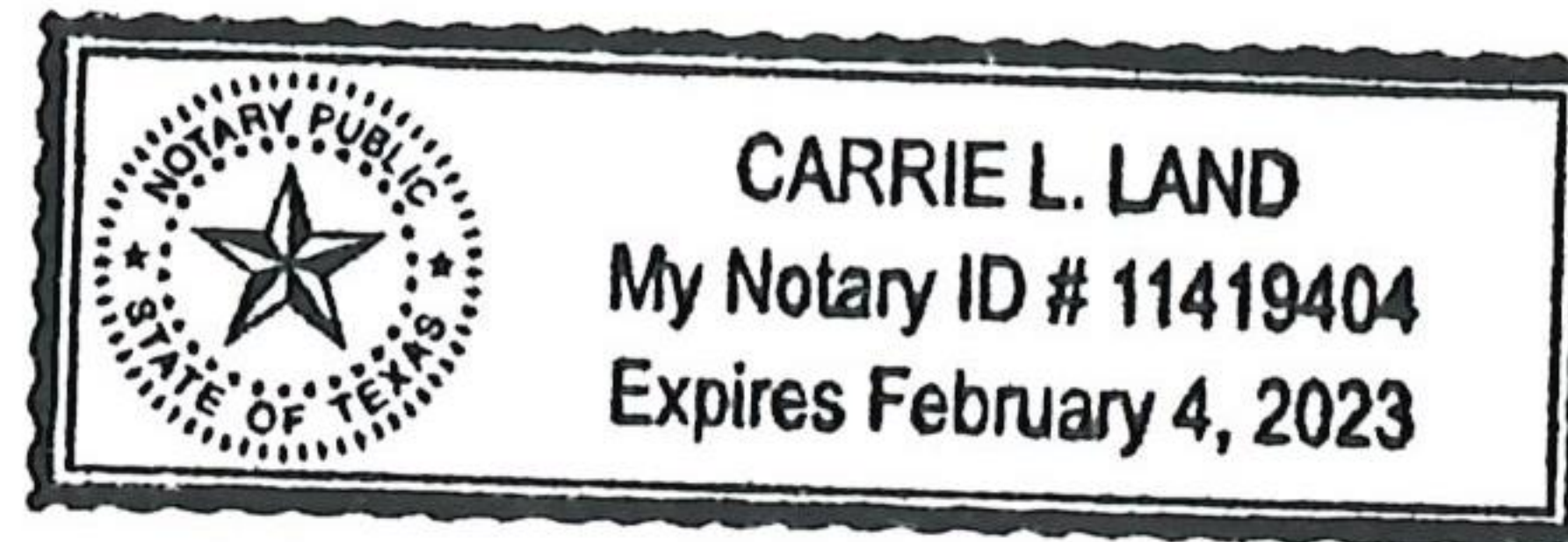
IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the 12th day of April, 2022, appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Carrie L. Land
Notary Public, State of Texas



Anna 31 Retail, LP, a Texas limited partnership

By: DEC Properties, L.L.C., its general partner

By: _____

David E. Claassen, its Manager

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the 17th day of April, 2022 appeared David E. Claassen, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as Manager of DEC Properties, LLC, in its capacity as general partner of Anna 31 Retail, LP.

Kymerly Jane Donachie
Notary Public, State of Texas

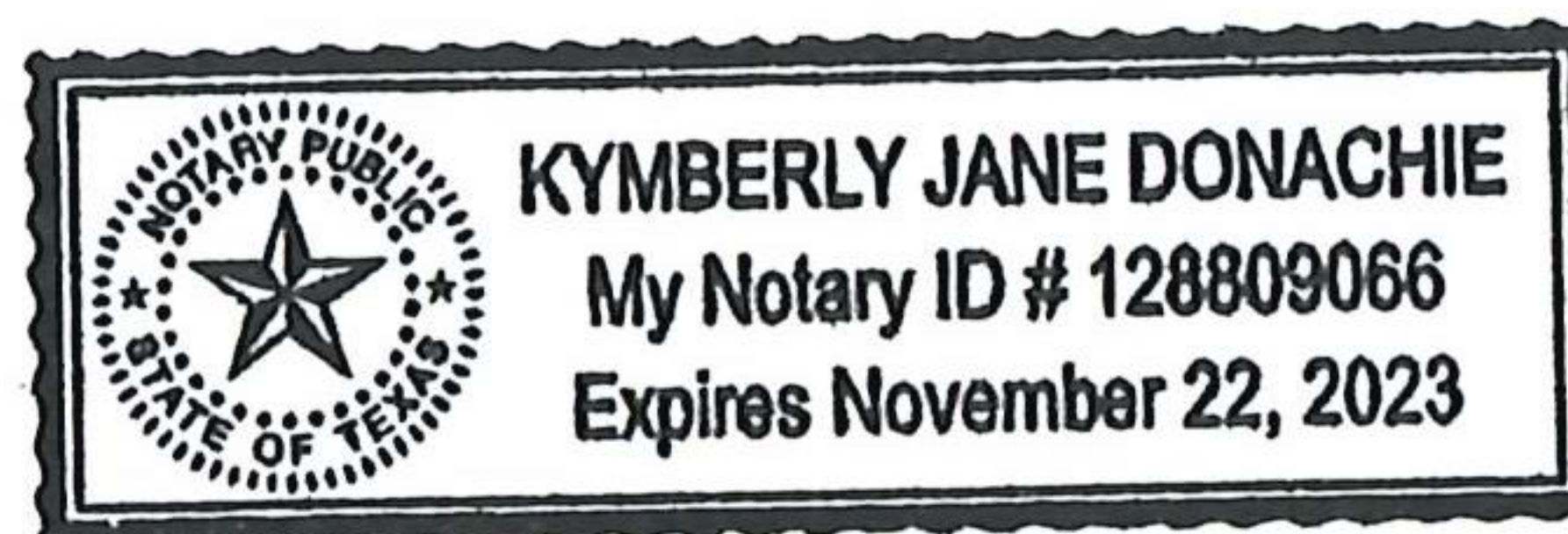


EXHIBIT "1A"

PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

Being a 2.52 acre tract of land located in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas, being a part of Lot 3, Block A of the Anna Retail Addition, recorded in Instrument Number 20220310010000970 of the Official Public Records of Collin County, Texas, (OPRCCT), said 2.52 acre tract as determined from a survey by Kenneth Yazel, RPLS 6182 on February 28, 2022 (ground distances are expressed in US survey feet using a projected combined scale factor of 1.000152710) and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7176569.4 and Easting 2552835.6, on the east right-of-way line of U.S. Highway 75 (Variable Width Right-of-Way) and at the southwest corner of said Lot 3;

THENCE North 88 degrees 57 minutes 21 seconds East (Grid Bearings based on said Texas Coordinate System), with the south line of said Lot 3, a distance of 1635.97 feet to a found 5/8" iron rod at the southeast corner of said Lot 3;

THENCE North 02 degrees 45 minutes 07 seconds West, with the east line of said Lot 3, a distance of 59.39 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 88 degrees 57 minutes 21 seconds West, across said Lot 3, a distance of 88.00 feet to a point for corner;

THENCE North 45 degrees 32 minutes 35 seconds West, continuing across said Lot 3, a distance of 14.97 feet to a point for corner;

THENCE North 01 degrees 05 minutes 11 seconds West, continuing across said Lot 3, a distance of 58.82 feet to a point for corner in a curve to the left having a radius of 740.00 feet and whose chord bears North 14 degrees 35 minutes 12 seconds West, a distance of 345.51 feet;

THENCE Northwesterly, continuing across said Lot 3 with said curve to the left through a central angle of 27 degrees 00 minutes 03 seconds an arc length of 348.73 feet to a point for corner at the beginning of a curve to the right having a radius of 656.66 feet and whose chord bears North 14 degrees 34 minutes 09 seconds West, a distance of 308.55 feet;

THENCE Northwesterly, continuing across said Lot 3 with said curve to the left through a central angle of 27 degrees 10 minutes 34 seconds an arc length of 311.46 feet to a point for corner on the north line of said Lot 3, from which a found 1/2" iron rod with cap stamped "ypassociates.com" bears South 88 degrees 54 minutes 49 seconds West, a distance of 12.72 feet;

THENCE North 88 degrees 54 minutes 49 seconds East, with the north line of said Lot 3, a distance of 230.56 feet to a found 1/2" iron rod with cap stamped "ypassociates.com" at the northeast corner of said Lot 3;

THENCE South 02 degrees 45 minutes 07 seconds East, with the east line of said Lot 3, a distance of 705.88 feet to the **POINT OF BEGINNING** and containing 2.52 acres, or 109,799 square feet of land, more or less.



EXHIBIT "1B"

PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

Being a 12.87 acre tract of land located in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas, being a part of Lot 3, Block A of the Anna Retail Addition, recorded in Instrument Number 20220310010000970 of the Official Public Records of Collin County, Texas, (OPRCCT), said 12.87 acre tract as determined from a survey by Kenneth Yazel, RPLS 6182 on February 28, 2022 (ground distances are expressed in US survey feet using a projected combined scale factor of 1.000152710) and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7176569.4 and Easting 2552835.6, on the east right-of-way line of U.S. Highway 75 (Variable Width Right-of-Way) and at the southwest corner of said Lot 3;

THENCE North 88 degrees 57 minutes 21 seconds East (Grid Bearings based on said Texas Coordinate System), with the south line of said Lot 3, a distance of 369.85 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 01 degrees 02 minutes 37 seconds West, across said Lot 3, a distance of 508.22 feet to a set 1/2" iron rod with a cap stamped "ypassociates.com";

THENCE North 88 degrees 57 minutes 22 seconds East, continuing across said Lot 3, a distance of 69.28 feet to a point for corner;

THENCE North 01 degrees 03 minutes 24 seconds West, continuing across said Lot 3, a distance of 24.87 feet to a point for corner from which a found 1/2" iron rod with a cap stamped "ypassociates.com" at an angle point on the north line of said Lot 3 bears North 01 degrees 03 minutes 24 seconds West, a distance of 26.13 feet;

THENCE North 88 degrees 52 minutes 55 seconds East, continuing across said Lot 3, a distance of 900.32 feet to a point for corner in a curve to the left having a radius of 740.00 feet and whose chord bears South 23 degrees 38 minutes 38 seconds East, a distance of 114.66 feet;

THENCE Southeasterly, continuing across said Lot 3 with said curve to the left through a central angle of 08 degrees 53 minutes 12 seconds an arc length of 114.77 feet to a point for corner at the beginning of a curve to the right having a radius of 660.00 feet and whose chord bears South 14 degrees 35 minutes 12 seconds East, a distance of 308.16 feet;

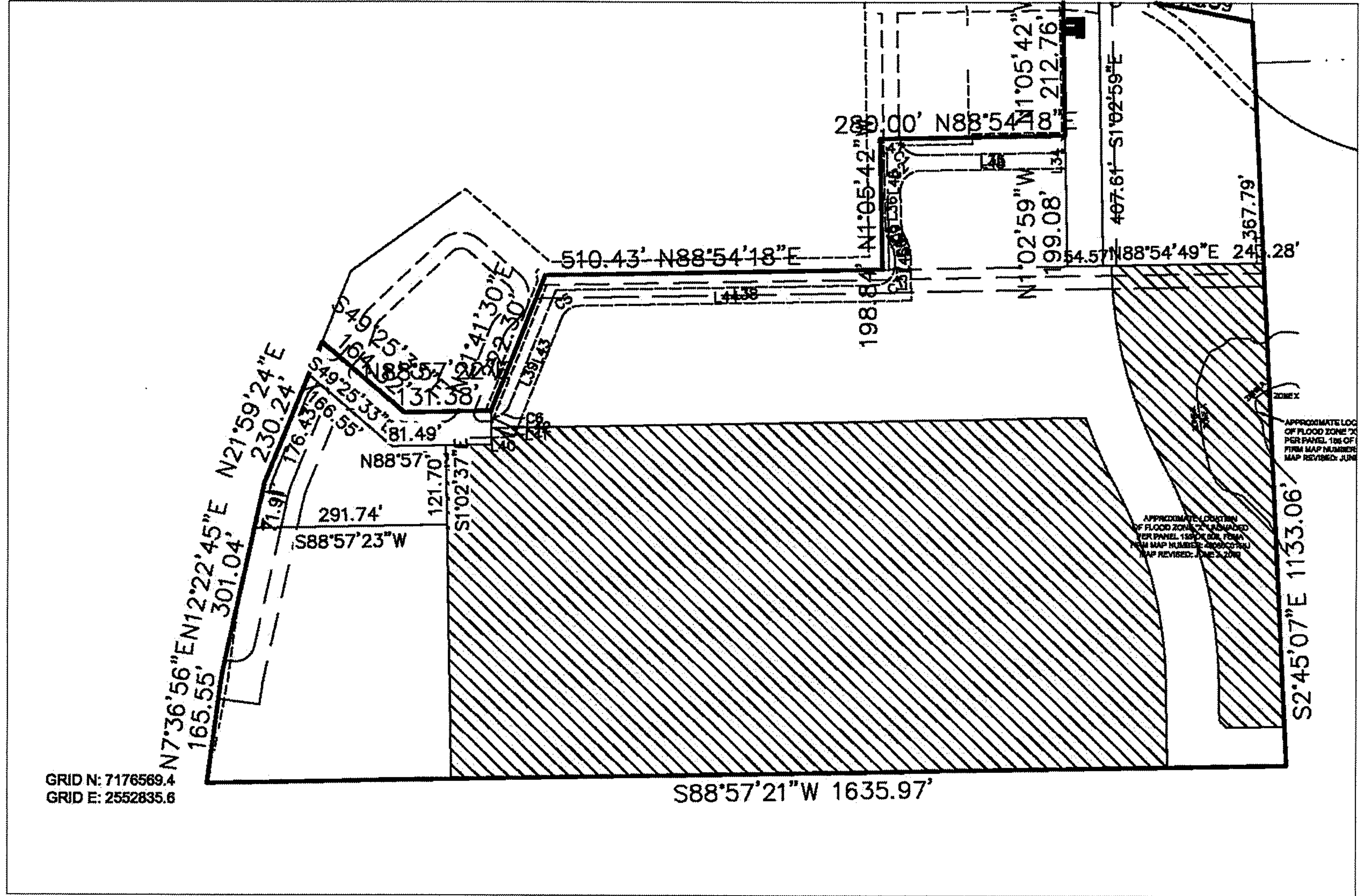
THENCE Southeasterly, continuing across said Lot 3 with said curve to the left through a central angle of 27 degrees 00 minutes 03 seconds an arc length of 311.03 feet to a point for corner;

THENCE South 01 degrees 05 minutes 11 seconds East, continuing across said Lot 3, a distance of 128.81 feet to a point of corner from which a found 5/8" iron rod at the southeast corner of said Lot 3 bears North 88 degrees 57 minutes 21 seconds East, a distance of 180.20 feet;

THENCE South 88 degrees 57 minutes 21 seconds West, with the south line of said Lot 3, a distance of 1085.91 feet to the **POINT OF BEGINNING** and containing 12.87 acres, or 560,585 square feet of land, more or less.



EXHIBIT "2" DEPICTION OF PROPERTY





Item No. 5.f.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Dalan Walker

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a Parkland Development Reimbursement Fee Agreement by and between the City of Anna, Texas, and Meryl Street, LP. (Park Planning & Development Manager Dalan Walker)

SUMMARY:

The Park Development Fee Credit Agreement between the City of Anna and Meryl Street LP facilitates the construction of park improvements in the recently named Carol Park. The details of the Agreement are summarized below.

- Developer agrees to design and build park improvements.
- Developer agrees to dedicate 2.519 of park land adjacent to the 12+ acres dedicated by Don Collins.
- City of Anna agrees to credit the remaining fee in lieu of park land dedication (\$75,000) toward the development of park amenities.
- City of Anna agrees to credit the \$680,000 owed for park development fees toward the design and construction of park amenities.
- City of Anna agrees to contribute a maximum of \$211,192 to the park improvements (funded by the Park Development Fund).
- Developer agrees to pay all expenses required to complete the park improvements exceeding the current estimated cost of \$966,192.

The park improvements consist of:

- Two lighted pickleball courts
- Small dog park with seating
- Pavilion with picnic table
- Parking lot (18 spaces)
- Connections to a 10' concrete trail (by others)
- Landscaping and irrigation

FINANCIAL IMPACT:

Funding is available in the Park Development Fund to cover the \$211,192 expense.

BACKGROUND:

The City of Anna has been working with NRP, JPI and NexMetro for several years to

facilitate the construction of a trail that begins at White St and travels south to an eventual connection to the Oak Hollow development. The park improvements described in this agreement provide recreational opportunities along the trail and for all neighbors of Anna.

The pickleball courts at Slayter Creek Park have been incredibly popular and are often full. The courts in this project will provide additional opportunities for players. The dog park at Natural Springs Park also receives high traffic. This dog park will help provide relief to the Paw Park and give neighbors on this side of town a closer option.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Active.

ATTACHMENTS:

1. Parkland Development Reimbursement Fee Agreement (City of Anna) - Signed by NRP
2. Parkland_Exhibit A
3. Parkland_Exhibit B
4. Parkland_Exhibit C
5. Parkland_Exhibit D

PARK DEVELOPMENT FEE CREDIT AGREEMENT

This Park Development Fee Credit Agreement (this “Agreement”) is entered into by and between the City of Anna, Texas, a home-rule municipality (the “City”) and Meryl Street LP, a Delaware limited partnership (the “Developer”).

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the “Parties” or, each individually, as “Party”; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof; and

WHEREAS, Developer desires to develop certain real property in Collin County, Texas, composed of approximately 12.882 acres of land located entirely within the corporate limits of the City of Anna, Texas as a multifamily apartment development, more particularly described in the attached Exhibit A (the “Apartment Property”);

WHEREAS, Developer herein agrees to develop the Parkland Improvements (defined herein) on that certain real property in Collin County, Texas, composed of approximately 2.519 acres of land located entirely within the corporate limits of the City of Anna, more particularly described in the attached Exhibit B (the “Parkland Property”); and

WHEREAS, Developer and City acknowledge and agree that under applicable City Regulations the development of the Apartment Property would ordinarily require the payment to the City a Two Thousand and No/100 Dollars (\$2,000.00) fee per apartment unit relating to park development in the City (the “Park Development Fee”, as further defined herein) and that said Park Development Fee must be paid at the time of application for a building permit; and

WHEREAS, Developer and City acknowledge and agree that under applicable City Regulations the development of the Apartment Property would ordinarily require the payment to the City a Six Hundred and No/100 Dollars (\$600.00) fee per apartment unit relating to a fee in lieu of park land dedication (the “Parkland Dedication Fee”, as further defined herein) and that said Parkland Dedication Fee in lieu of park land dedication must be paid at the time of the submission of final plat; and

WHEREAS, Developer and City acknowledge and agree that 7 acres of park land dedication is required based on the development of three hundred forty (340) multifamily residential units; and

WHEREAS, Developer and City acknowledge and agree that 2.5 acres of park land shall be dedicated by Developer to the City leaving a balance of 4.5 acres of park land due to the City from Developer; and

WHEREAS, Developer agrees to design and construct, at its sole cost and expense, the Parkland Improvements on the Parkland Property to serve the Apartment Property and the City; and

WHEREAS, in consideration for Developer designing and constructing the Parkland Improvements, the City agrees to grant a credit toward the amount of the Park Development Fee in the total amount of Six Hundred Eighty Thousand and No/100 Dollars (\$680,000.00), as a credit to the costs incurred and paid by Developer for the design and construction of the Parkland Improvements subject to the terms hereof; and

WHEREAS, in consideration for the Developer dedicating 2.5 acres of actual park land to the City, with the Parkland Improvements constructed thereon, the City agrees to grant a credit to Developer toward the amount of the Parkland Dedication Fee in the total amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00), subject to the terms hereof; and

WHEREAS, the City agrees to contribute a maximum of Two Hundred Eleven Thousand One Hundred Ninety-Two and No/100 Dollars (\$211,192.00), to the Parkland Improvements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

Building Permit means a permit issued by the City for vertical construction of a multifamily apartment development on the Apartment Property.

City Approval Date has the meaning ascribed to that term in Section 3(a).

City Code means the Anna City Code of Ordinances.

City Manager means the current, acting, or interim City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Developer's Design and Construction Cost, with respect to the Parkland Improvements, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, land surveying, and construction of the Parkland Improvements, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit D. City inspection fees shall not be included in Developer's Design and Construction Cost. The Developer's Design and Construction Cost shall be Eight Hundred Ninety-One Thousand One Hundred Ninety-Two and No/100 Dollars (\$891,192.00).

Development means the multifamily apartment development to be constructed by Developer on the Apartment Property, including without limitation certain common areas, that are part of the Apartment Property and the Parkland Property.

Multifamily Unit means the three hundred forty (340) apartment units that Developer shall construct on the Apartment Property.

Park Development Fee Credit Amount, with respect to the Parkland Improvements, means the total dollar amount of Six Hundred Eighty Thousand and No/100 Dollars (\$680,000.00), which equals a credit for three hundred forty (340) multifamily residential units at a per unit fee of Two Thousand and No/100 Dollars (\$2,000.00) of the Park Development Fee due from Developer to the City. The City shall credit the Park Development Fee Credit Amount to Developer upon the City's Acceptance Date and dedication of the Park Property by Developer to the City.

Parkland Dedication Fee Credit Amount, with respect to the park land dedication being made by Developer to the City, means the total dollar amount of Two Hundred Four Thousand and No/100 Dollars (\$204,000.00), which equals a credit for three hundred forty (340) multifamily residential units at a per unit fee of Six Hundred and No/100 Dollars (\$600.00) of the Parkland Dedication Fee due from Developer to the City. This Parkland Dedication Fee Credit Amount shall include a credit of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for the 2.5 acres of actual park land being dedicated to the City by Developer, and the balance of One Hundred Twenty-Nine Thousand and No/100 Dollars (\$129,000.00) shall be paid by the Developer to the City upon final plat approval by the City.

Parkland Improvements means design, surveying, testing, corridor preparation, paving excavation, construction of concrete paving, signage, markings, and any other improvements necessary for a trail system, parking area, pavilion, pickleball courts and dog park for the Parkland Improvements in accordance with the City of Anna Engineering Design Standards. The Parkland Improvements shall include the design and construction of the improvements depicted and described as the Parkland Improvements in Exhibit C, attached hereto, and in accordance with construction plan(s) approved by the City.

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once Developer fully completes construction of the Parkland Improvements and the City has inspected and approved same, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Design and Construction Cost. The City Manager shall review the documentation provided and shall approve or deny Developer's Design and Construction Cost within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably withheld). If the City Manager denies the submittal, the City Manager will provide a written explanation and, if appropriate, seek additional documentation. The Parties shall cooperate in attempting to reach an agreement on the dollar amount of the Developer's Design and Construction Cost. If the City Manager takes no action within such fifteen (15) day period, the documentation and Developer's Design Cost shall be deemed approved. Upon approval (or deemed approval) of Developer's Design Cost, the City shall issue a written acceptance

letter to Developer, which shall signify final acceptance by the City of the Parkland Improvements (referred to as the “City Acceptance Date”).

- (b) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.
- (c) Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when the Parkland Improvements are under construction: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification and/or hold harmless provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Parkland Improvements construction contracts, whether by Developer, a contractor, subcontractor, engineer, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of design contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.
- (d) Indemnification and Hold Harmless. **DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR**

EMPLOYEES IN CONNECTION WITH THE CONSTRUCTION OF THE PARKLAND IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. EXCEPT FOR THE PARKLAND IMPROVEMENTS APPROVAL SET FORTH IN THIS AGREEMENT, AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN OR CONSTRUCTION OF THE PARKLAND IMPROVEMENTS BY DEVELOPER AND THE SUBJECT OF THIS AGREEMENT, NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN AND CONSTRUCTION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON LEGALLY CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL ONLY APPLY TO DEVELOPER IF DEVELOPER CONSTRUCTS THE PARKLAND IMPROVEMENTS.

SECTION 4 PARKLAND IMPROVEMENTS

(a) Developer Obligations.

- (1) As a condition to the City granting the Park Development Fee Credit, Developer agrees to: (1) design and construct the Parkland Improvements at its sole cost and expense in a good and workmanlike manner; (2) commence construction of the Parkland Improvements within sixty (60) days following the purchase of the Apartment Property and the Parkland Property by Developer; and (3) fully complete construction of the Parkland Improvements before the issuance of the Certificate of Occupancy for the Multifamily Unit on the Apartment Property.
- (2) Upon the completion of the Parkland Improvements and the City Acceptance Date, Developer shall deliver to the City a special warranty deed in the form attached hereto as Exhibit E, conveying to the City the Parkland Property, including the Park and the Park Improvements, and the City will accept and Developer shall record the special warranty deed.

- (3) Notwithstanding anything to the contrary contained herein, the City hereby agrees to defer payment of the Park Development Fee until such time as the City's Acceptance Date. Developer shall present, and the City shall consider Developer's Design and Construction Costs in accordance with the required Park Development Fee. If the Developer's Design and Construction Costs is less than the Park Development Fee calculated by the City at time of Building Permit submittal for the multifamily apartment development on the Apartment Property, Developer shall be responsible to remit the difference in the Park Development Fee and the Park Development Fee Credit. If the Developer's Design and Construction Costs exceed the calculated Park Development Fee, no additional fee shall be due or payable from Developer to the City.

(b) City Obligations

- (1) The City shall provide the Developer with a credit equal to the Park Development Fee Credit. The Park Development Fee Credit will be applied by the City at the time of application for each Building Permit.
- (2) The City shall contribute a maximum of Two Hundred Eleven Thousand One Hundred Ninety-Two and No/100 Dollars (\$211,192.00), in the form of a reimbursement to the Developer upon the completion of the Parkland Improvements and the City Acceptance Date.
- (3) Notwithstanding Section 4(b)(1) above, the Park Development Fee Credit authorized by this Agreement shall expire on December 31 in the tenth year after the Effective Date.

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement. The Developer's Obligations shall not be effective until the date upon which Developer acquires fee simple title to the Apartment Property and the Parkland Property. For the avoidance of doubt, Developer is under no obligation to conduct the closing on either the Apartment Property or the Parkland Property. Therefore, in addition to the foregoing, in the event the Developer elects not to proceed with the closing contemplated, this Agreement shall automatically terminate and the Parties shall have no further rights or obligations hereunder.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.

- (b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City, which the City will not unreasonably withhold, condition, or delay.

SECTION 8 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City: City of Anna
 Attn: Ryan, Henderson, City Manager
 120 W. 7th Street
 Anna, TX 75409
 Email: rhenderson@annatexas.gov

If to Developer: Meryl Street LP
 c/o The NRP Group LLC
 Attn: Noam Magence, General Counsel
 1228 Euclid Avenue, 4th Floor
 Cleveland, Ohio 44115
 Phone: (216) 584-0660
 Email: Legal_Land_Notices@nrpgroup.com

- (c) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (d) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (e) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

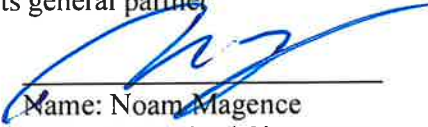
- (f) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (g) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (h) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (i) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (j) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (k) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (l) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.

[SIGNATURE PAGES FOLLOW,
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DEVELOPER:

MERYL STREET LP
a Delaware limited partnership

By: NRP Meryl GP LLC
a Delaware limited liability company
its general partner

By: 
Name: Noam Magence
Title: Authorized Signatory

IN WITNESS WHEREOF:

STATE OF OHIO §

COUNTY OF Cuyahoga §

Before me, the undersigned notary public, on the 4 day of November, 2024, personally appeared Noam Magence, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Authorized Signatory of NRP Meryl GP LLC, a Delaware limited liability company, as the general partner of Meryl Street LP, a Delaware limited partnership.



Notary Public, State of Ohio

(SEAL)



Rebecca Martin
Notary Public, State of Ohio
Commission #: 2023-RE-871882
My Commission Expires 12-26-2028

CITY:
CITY OF ANNA

By: _____
Ryan Henderson, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2024, personally appeared _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas

(SEAL)

ATTACHMENTS

Exhibit A - The Apartment Property (legal description and survey)

Exhibit B – The Parkland Property (legal description and survey)

Exhibit C - Parkland Improvements

Exhibit D – Cost Estimate (including design and construction)

Exhibit E – Special Warranty Deed (dedicating the Parkland Property to the City)

EXHIBIT A

The Apartment Property

Being Lot 8, Block A of ANNA RETAIL ADDITION, an Addition to the City of Anna, Texas, according to the Plat thereof recorded in Volume 2022, Page 471, Plat Records, Collin County, Texas.

[see attached survey]

EXHIBIT A

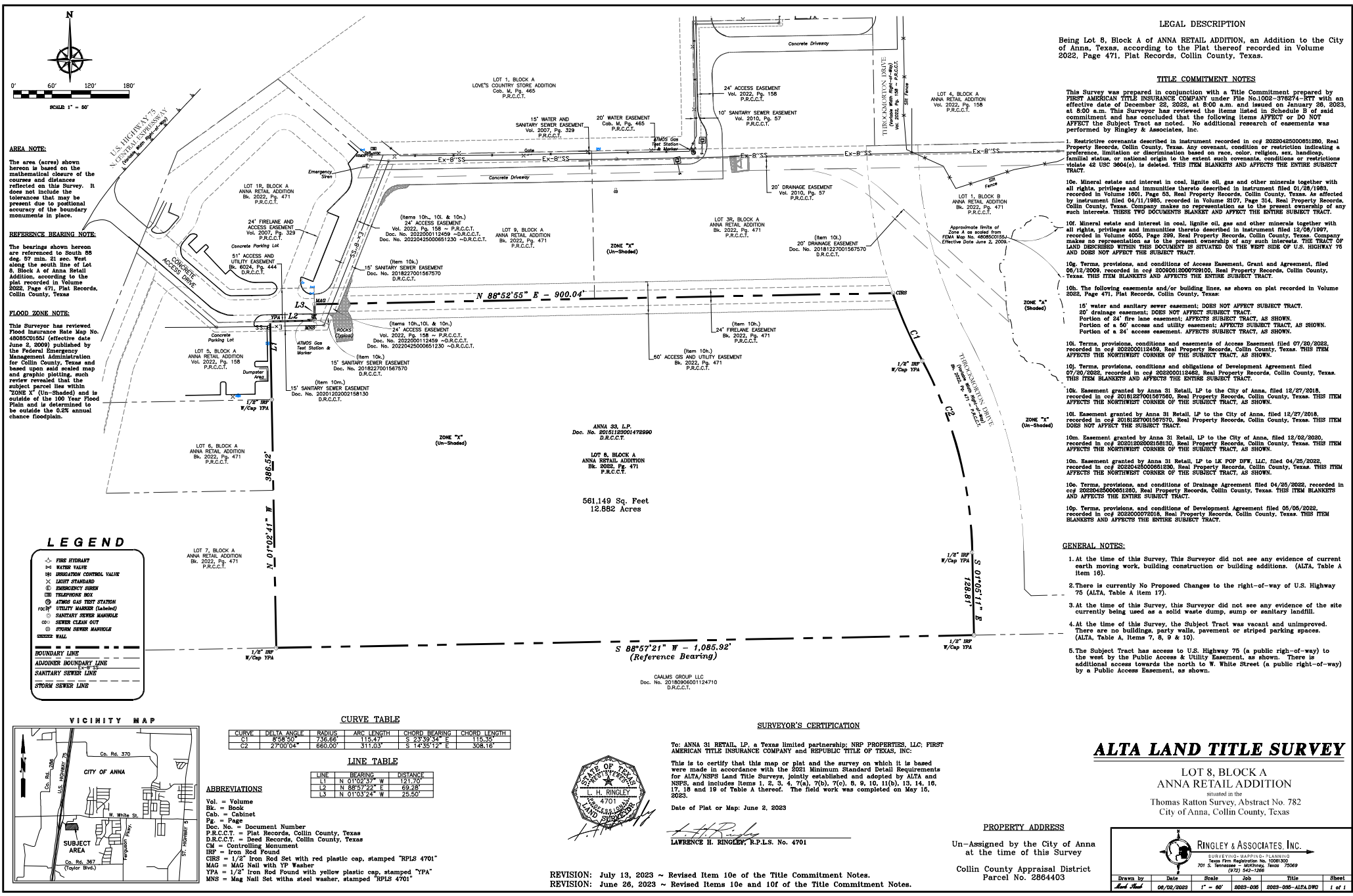


EXHIBIT B

The Parkland Property

Being Lot 1, Block B of ANNA RETAIL ADDITION, an Addition to the City of Anna, Texas, according to the Plat thereof recorded in Volume 2022, Page 471, Plat Records, Collin County, Texas.

[see attached survey]

EXHIBIT B

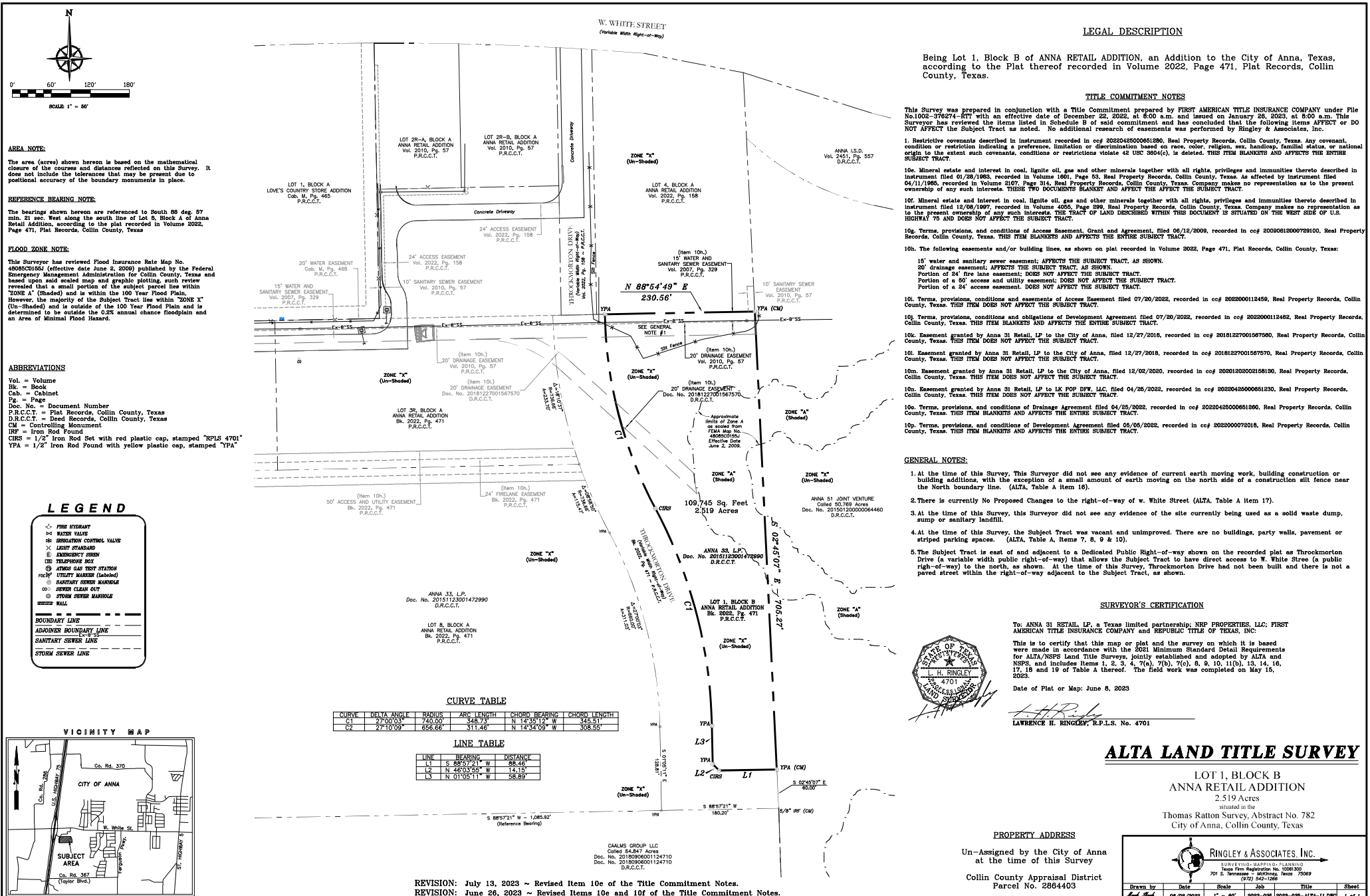
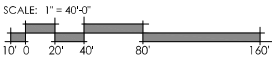
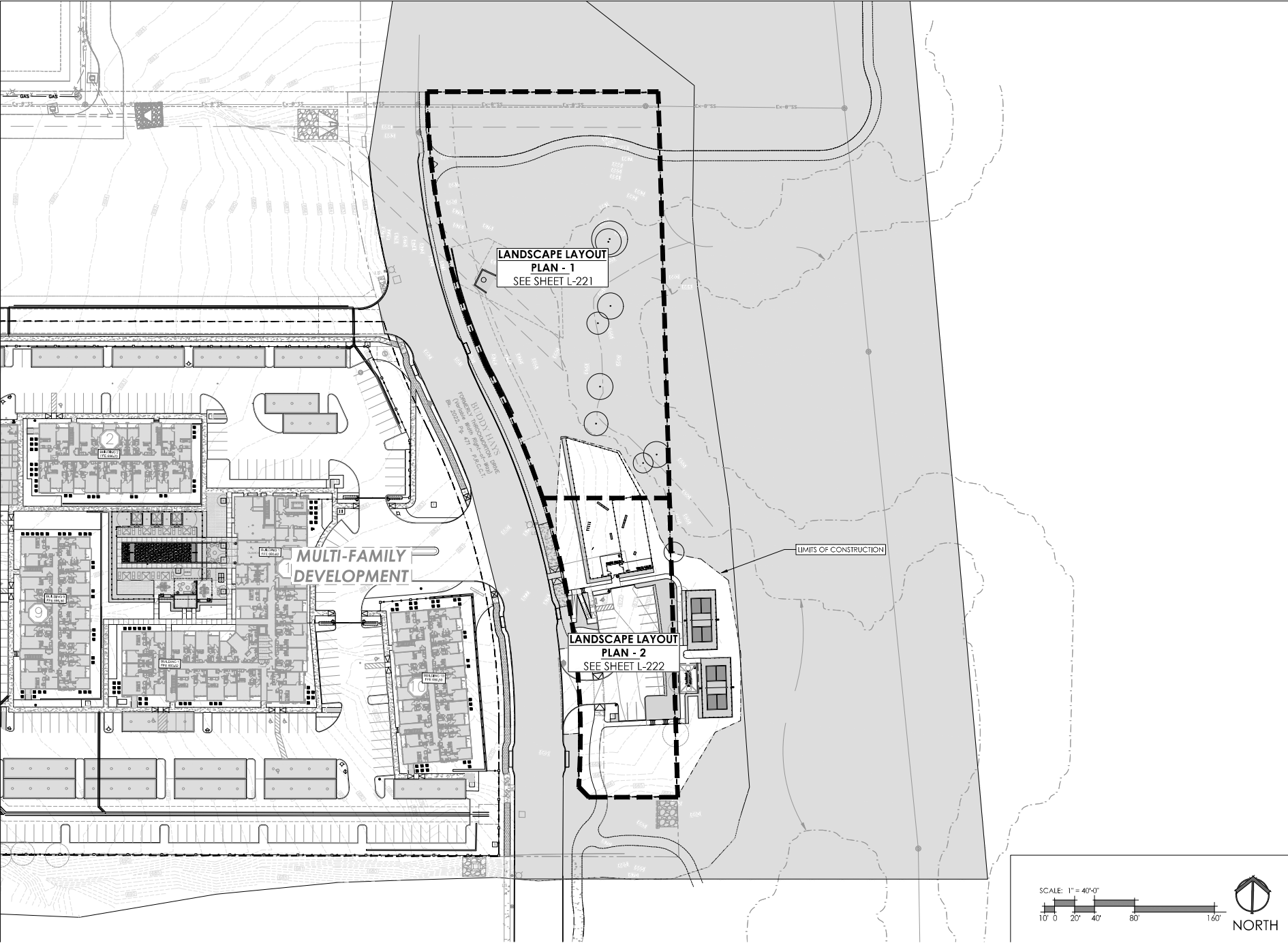


EXHIBIT C

Parkland Improvements

PROVIDE UPDATED INFORMATION

EXHIBIT C



1405 W KOENIG LN
AUSTIN, TX 78756
arts-atx.com
512.689.0627



MERYL ST.
PARKLAND

ANNA, TEXAS
PROJ. 3285

FINAL PERMIT/BID
SET
9.13.2024

NO.	DESCRIPTION	DATE

OVERALL LANDSCAPE
LAYOUT PLAN

L-210

EXHIBIT D

Developer's Design and Construction Costs

PROVIDE UPDATED INFORMATION

EXHIBIT D

Park Improvements Construction Costs	
Staking	\$6,849
Earthwork (cut/fill, subgrade prep)	\$99,397
Sidewalks	\$123,888
Concrete Pavement	\$66,500
Concrete Flatwork	\$54,750
Water Distribution	\$12,950
Pavement Striping	\$11,600
Storm Drainage	\$6,900
Site Furnishings	\$93,957
Fences and Gates	\$132,000
Electrical	\$41,100
Light Fixtures	\$46,300
Landscaping and Irrigation	\$195,000
Total	\$891,191

EXHIBIT E

Special Warranty Deed Form
Dedication Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

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

That **APFC ANNA APARTMENTS SLP, LLC**, a Texas limited liability company wholly owned by the Anna Public Facility Corporation, whose address is 111 N. Powell Parkway, Anna, Texas 75049 ("Grantor"), as a dedication, donation and gift to the **CITY OF ANNA**, a Texas home rule municipality (herein referred to as "Grantee"), whose address is Attn: _____, Anna, Texas _____, has DEDICATED and CONVEYED, and by theses presents does hereby DEDICATE and CONVEY unto Grantee for public use, a certain 2.5 acre tract of land located in Collin County, Texas, the following described property, effective as of the date hereof ("Property"):

Being Lot 1, Block B of ANNA RETAIL ADDITION, an Addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2022, Page 471, Plat Records, Collin County, Texas.

The Property is being conveyed under this Dedication Deed (the "Deed") to Grantee to be used for the sole purpose of a public park (the "Public Use"), and, by Grantee's execution and acceptance of delviery of this Deed and conveyance, Grantee hereby acknowledges and agrees that the Property (and the acreage therein) shall not be used for a use other than the Public Use and shall be credited by Grantee, as the City of Anna, Texas, to Grantee's requirments for open space and park land dedication (the "Park Requirements") under the City of Anna Ordinance No. _____, for the benefit of Grantor, and relating the parkland improvement fee credits which shall be issued by Grantee to Grantor for the same (the "Parkland Improvements Fee Credits").

The conveyance of the Property under this Deed shall be subject to all exceptions to title and other matters of record as of the date hereof or matters that would be disclosed by a current survey of the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the above-described Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto the said Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

[SIGNATURE PAGE FOLLOWS]

EXECUTED effective the ____ day of _____, 2024.

GRANTOR:

APFC ANNA APARTMENTS SLP, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, the _____ of APFC Anna Apartments SLP, LLC, a Texas limited liability company, wholly owned by the Anna Public Facility Corporation, on behalf of said corporation.

Notary Public, State of _____
Printed Name: _____
Notary I.D. No.: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:
Cohen Rabinowitz PLLC
One International Centre
100 NE Loop 410, Suite 610
San Antonio, TX 78216
Attn: Andrew S. Cohen, Esq.

GRANTEE:

CITY OF ANNA, TEXAS
a Texas municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, the City Manager of the City of Anna, Texas, a Texas municipal corporation.

Notary Public in and for the State of Texas

Printed Name: _____
My Commission Expires: _____

EXHIBIT A

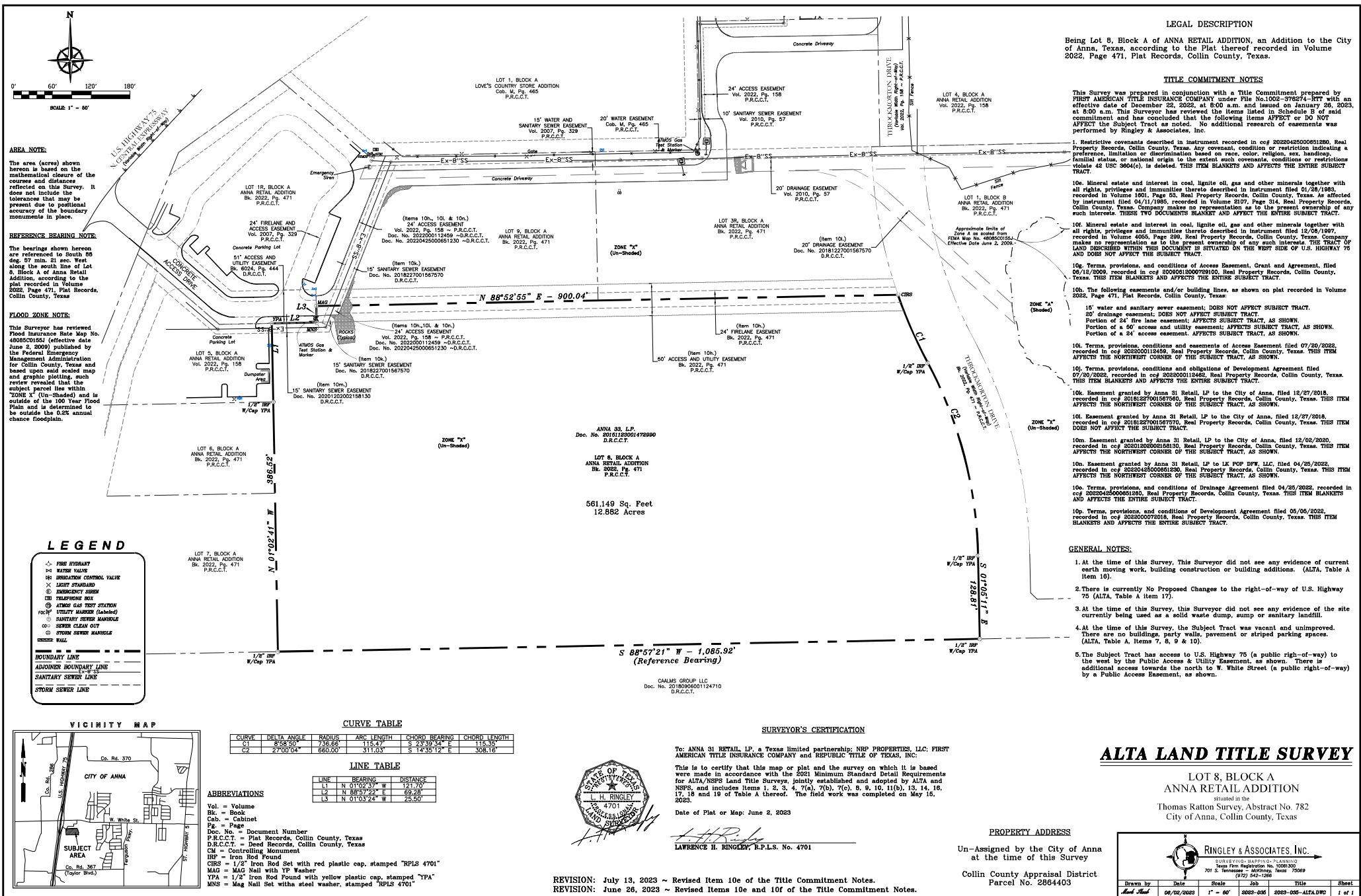


EXHIBIT B

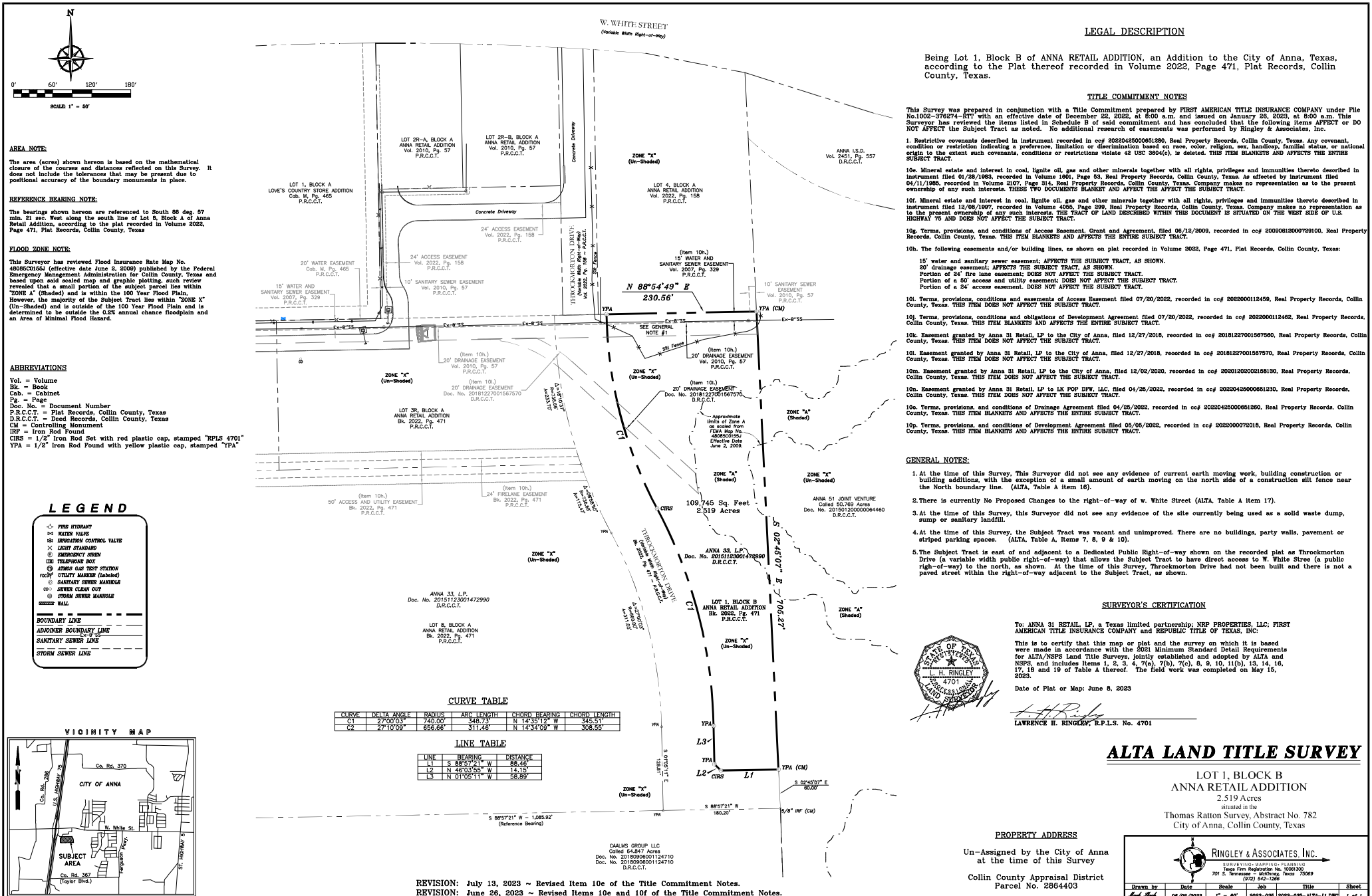
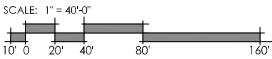
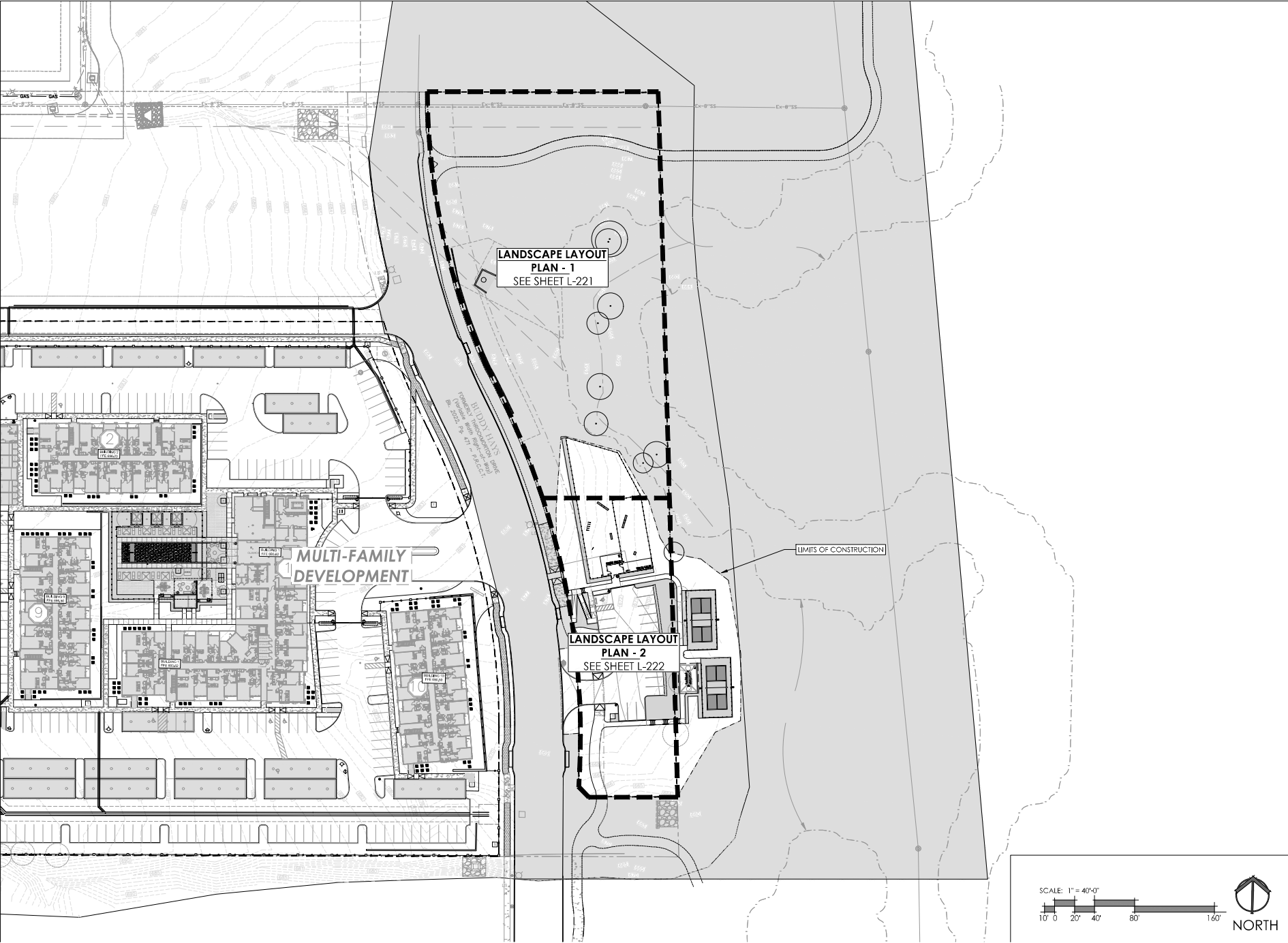


EXHIBIT C



1405 W KOENIG LN
AUSTIN, TX 78756
arts-atx.com
512.689.0627



MERYL ST.
PARKLAND

ANNA, TEXAS
PROJ. 3285

FINAL PERMIT/BID
SET
9.13.2024

NO.	DESCRIPTION	DATE

OVERALL LANDSCAPE
LAYOUT PLAN

L-210

EXHIBIT D

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Storm Drainage	\$6,900
Site Furnishings	\$93,957
Fences and Gates	\$132,000
Electrical	\$41,100
Light Fixtures	\$46,300
Landscaping and Irrigation	\$195,000
Total	\$891,191



Item No. 5.g.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Wes Lawson

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement Agreement with Meryl Street, LP. (City Engineer Wes Lawson, P.E.)

SUMMARY:

This item is for the approval of an Impact Fee Reimbursement agreement with Meryl Street, LP. Meryl Street, LP is proposing to construct a portion of Buddy Hayes Boulevard and a segment of public water main adjacent to their development project.

FINANCIAL IMPACT:

The funds to be reimbursed will come from impact fees paid by developers seeking to build in the area, including Meryl Street, LP, and will relieve the City the cost of constructing the improvements.

BACKGROUND:

Buddy Hayes Boulevard is listed in the City of Anna Master Thoroughfare Plan as a Minor Arterial road, and is subject to roadway impact fee reimbursement. The Developer is also proposing to construct a portion of an oversize 12" water main as shown on the City of Anna Water Master Plan. Both projects are eligible for impact fee reimbursement upon completion. The impact fees reimbursed will come from the development of the projects within the commercial corridor.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Anna Master Thoroughfare Plan
2. City of Anna - Water Master Plan
3. Impact Fee Reimbursement Agreement - NRP - Anna, TX - Signed by NRP

ANNA 2045 MASTER THOROUGHFARE PLAN

SEPTEMBER 2023

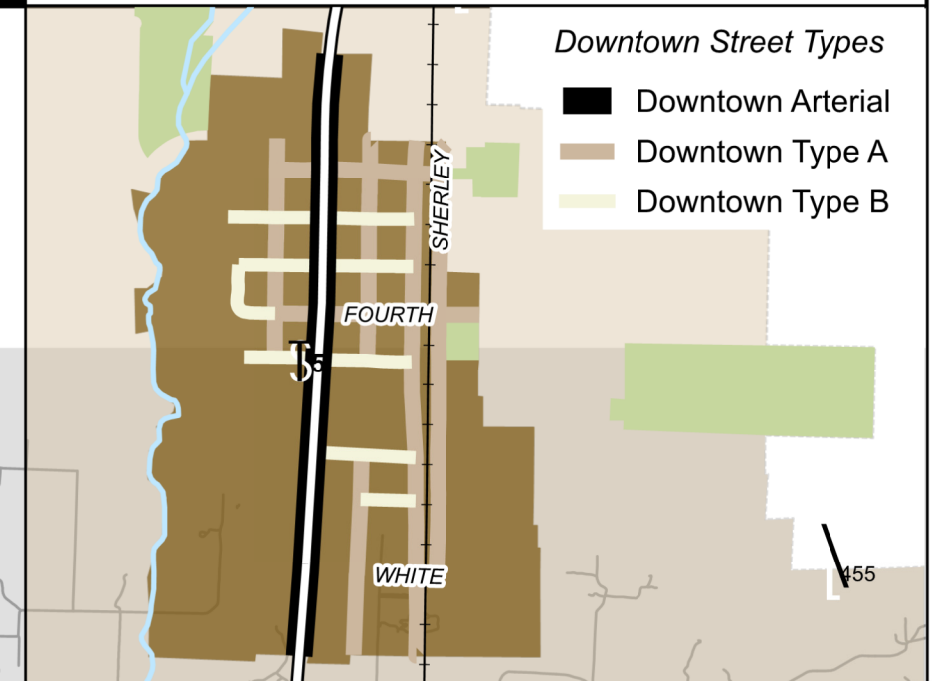
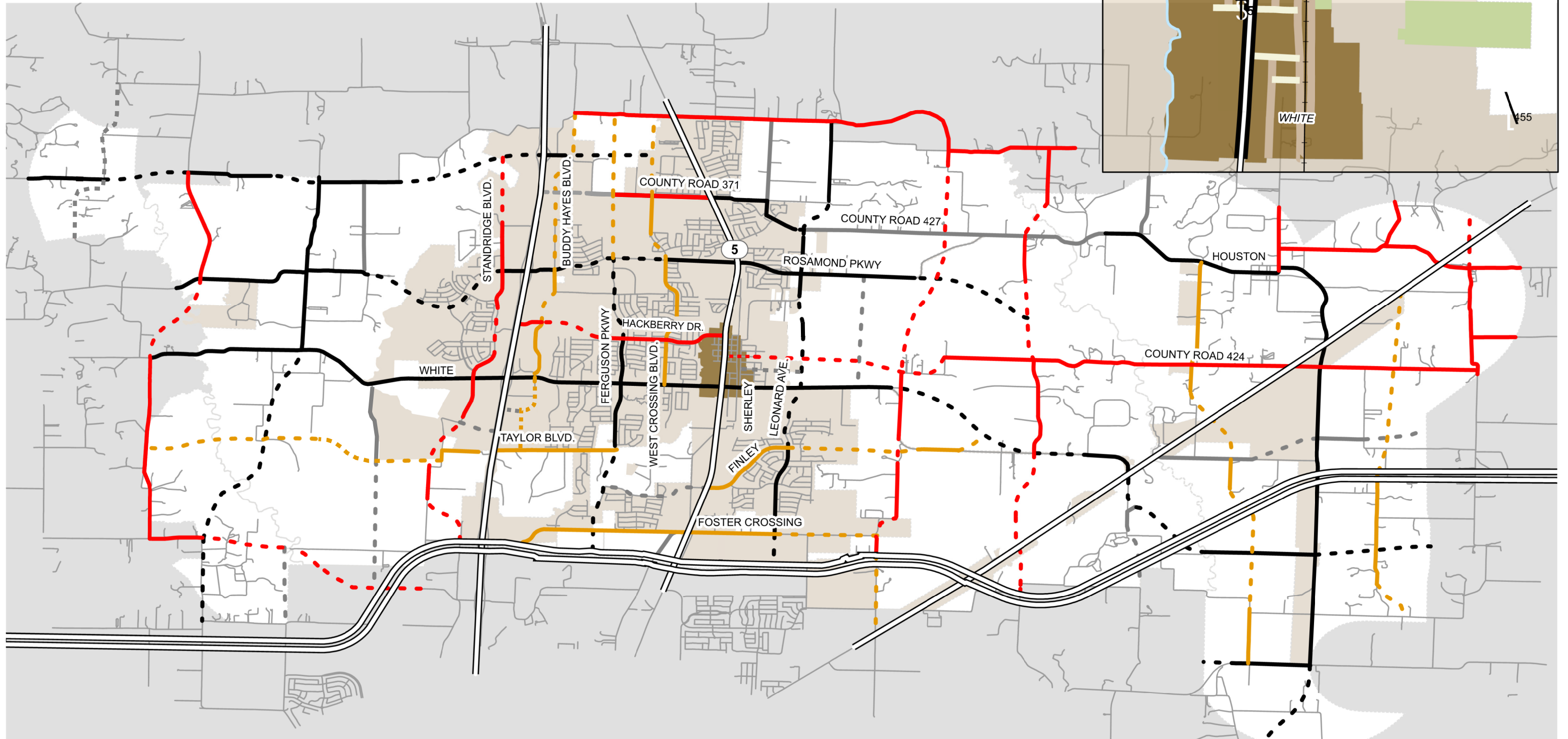
DOWNTOWN INSET MAP

Reference the Anna 2050 Comprehensive Plan for detailed street sections

- | | | |
|--|--|-----------------|
| — Major Arterial (120') ROW - Existing | - - - Major Collector (80') ROW - New | ■ Downtown Core |
| - - - Major Arterial (120') ROW - New | — Minor Collector (60') ROW - Existing | □ Anna ETJ |
| — Minor Arterial (90') ROW - Existing | - - - Minor Collector (60') ROW - New | — Roads |
| - - - Minor Arterial (90') ROW - New | == Major Highways | |
| — Major Collector (80') ROW - Existing | ■ Anna City Limits | |

Downtown Street Types

- | |
|---------------------|
| ■ Downtown Arterial |
| ■ Downtown Type A |
| ■ Downtown Type B |



ROADWAY AND WATER IMPACT FEE REIMBURSEMENT AGREEMENT

This Roadway and Water Impact Fee Reimbursement Agreement (this "**Agreement**") is entered into by and between the City of Anna, Texas (the "**City**") and Meryl Street LP, a Delaware limited partnership (the "**Developer**").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "**Parties**," or, each individually, as "**Party**"; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the terms and conditions for Reimbursement as set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the same; and

WHEREAS, Developer desires to develop certain real property in Collin County, Texas, composed of approximately 15.401 acres of land located entirely within the corporate limits of the City of Anna, more particularly described in the attached **Exhibit A** and identified therein as "Tract 1" and "Tract 2" (collectively, the "**Property**"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

Alternate Impact Fee Reimbursement Area means the alternate land area from which the City of Anna may receive Roadway Impact Fees and Water Impact Fees for new development which shall be used to provide reimbursement to the Developer in accordance with the Total Roadway Reimbursement Amount and the Total Water Reimbursement Amount, as shown in **Exhibit B**. The Alternate Impact Fee Reimbursement Area shall apply if the developer of Anna Retail Addition does not commence construction of the Offsite Roadway Project prior the commencement of the construction of the Offsite Roadway Project by Developer.

City Acceptance Date has the meaning ascribed to that term in Section 3(a).

City Code means the Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Developer's Design and Construction Cost, with respect to the Roadway Project and the Water Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, land surveying, and construction of the Roadway Project and the Water Project, which shall generally include, but not be limited to, the items listed in the cost breakdown attached hereto as **Exhibit E**. City inspection fees shall not be included in Developer's Design and Construction Cost.

Impact Fee Reimbursement Area means the land area from which the City of Anna may receive Roadway Impact Fees and Water Impact Fees for new development which shall be used to provide reimbursement to the Developer in accordance with the Total Roadway Reimbursement Amount and the Total Water Reimbursement Amount, as shown in **Exhibit B** attached hereto. The portion of **Exhibit B** labeled "Impact Fee Reimbursement Area" shall constitute the Impact Fee Reimbursement Area if the developer of Anna Retail Addition commences construction of the Offsite Roadway Project prior the commencement of the construction of the Offsite Roadway Project by Developer. The Alternate Impact Fee Reimbursement Area shall constitute the Impact Fee Reimbursement Area if the developer of Anna Retail Addition does not commence construction of the Offsite Roadway Project prior the commencement of the construction of the Offsite Roadway Project by Developer.

Reimbursement means the payment by the City to Developer of Roadway Impact Fees and Water Impact Fees pursuant to Section 4(b)(1) and Section 5(b)(1) hereof.

Roadway Impact Fee means the roadway impact fees assessed on property with new development in the Impact Fee Reimbursement Area that are collected to fund roadway capital improvements identified on the City's Capital Improvement Plan.

Roadway Improvements means design, surveying, testing, right of way preparation, paving excavation, construction of concrete paving, storm drainage, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system for the Roadway Project in accordance with the City of Anna Engineering Design Standards as of the Effective Date.

Roadway Project means the design and construction of an approximately 800 linear feet of Buddy Hayes Boulevard as a 4-lane, undivided roadway, from a point approximately 1,220 feet south of FM 455 to the northern boundary of the NexMetro Tract and the HPC Tract corner of the Property, more particularly depicted and described in **Exhibit C-1**, attached hereto, together with all necessary appurtenances, and in accordance with construction plan(s) approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed (the "Roadway Project").

Total Roadway Reimbursement Amount, with respect to the Roadway Project, means a dollar amount equal to the lesser of the Developer's Design and Construction Cost or the total amount of Roadway Impact Fees collected from the Impact Fee Reimbursement Area by the City.

Total Water Reimbursement Amount, with respect to the Water Project, means a dollar amount equal to the lesser of the Developer's Design and Construction Cost of the Water Improvements or the total amount of Water Impact Fees collected from the Impact Fee Reimbursement Area by the City.

Water Impact Fee means the water impact fees assessed on property with new development in the Impact Fee Reimbursement Area that are collected to fund water capital improvements identified on the City's Capital Improvement Plan.

Water Improvements means the design, surveying, testing, and installation of approximately _____ feet of a 12-inch PVC water main, including valves, hydrants, appurtenances, and connection to the existing City public water system in accordance with the City of Anna Engineering Design Standards as of the Effective Date, and any other improvements necessary for a complete public water system for the Water Project.

Water Project means the design and construction of the Water Improvements generally described and depicted in **Exhibit D**, attached hereto, and in accordance with construction plan(s) approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once Developer fully completes the Roadway Project and the Water Project in accordance with this Agreement, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Design and Construction Cost. The City Manager shall review the documentation provided and shall approve or deny in writing Developer's Design and Construction Cost within fifteen (15) days of receipt thereof (which approval shall not be unreasonably withheld or denied). If the City Manager takes no action within such fifteen (15)-day period, the documentation and Developer's Design and Construction Cost shall be deemed approved. If the City Manager shall deny Developer's Design and Construction Cost, then (i) such denial shall be accompanied by a reasonably detailed written explanation of the reasons for such denial, the items and amounts approved or not objected to by the City Manager and the additional information, documents or actions needed for the City Manager to approve Developer's Design and Construction Cost; (ii) Developer and City Manager will exercise good faith efforts to resolve any disputes related to the Developer's Design and Construction Cost; and (iii) Developer may submit to the City Manager revised and/or additional documentation for Developer's Design and Construction Cost, which revised documentation shall be approved or denied by the City Manager pursuant to the procedures set forth above in this Section 3(a). Upon approval (or deemed approval) of Developer's Design and Construction Cost, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Project and the Water Project (referred to as the "**City Acceptance Date**").
- (b) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements

to be constructed and that the design plans and specifications meet the requirements of the City Regulations.

- (c) Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when the Roadway Project is under design: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims typically covered under a workers compensation insurance or general liability insurance policy which might arise out of the Roadway Project design contracts, whether by Developer, a contractor, subcontractor, engineer, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of design contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.
- (d) Indemnification and Hold Harmless. **DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES, IN EACH CASE UP TO A REASONABLE AMOUNT) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN OF THE ROADWAY PROJECT, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, SUCH INDEMNITY TO INDEMNIFY, HOLD HARMLESS AND DEFEND TO THE FULLEST EXTENT REQUIRED UNDER THIS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT.** IF THE ROADWAY PROJECT IS CONSTRUCTED BY DEVELOPER AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN OF THE ROADWAY PROJECT BY DEVELOPER AND THE SUBJECT OF THIS AGREEMENT, NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN

THE CITY AND DEVELOPER. **DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY OWNED BY DEVELOPER WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.** NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL ONLY APPLY TO DEVELOPER IF DEVELOPER CONSTRUCTS THE WATER PROJECT AND/OR ROADWAY PROJECT.**

SECTION 4 ROADWAY PROJECT

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to design and construct the Roadway Improvements. Developer agrees to commence design of the Roadway Project within 60 days of execution of this agreement.

(b) City Obligations

- (1) In accordance with City Regulations and state law, the City shall promptly pay to Developer from time to time all Roadway Impact Fees the City actually collects from any property within the Impact Fee Reimbursement Area in an amount not to exceed the Total Roadway Reimbursement Amount.
- (2) Notwithstanding the foregoing or any other provision of this Agreement, the Roadway Reimbursement Amount otherwise required to be reimbursed under this Agreement shall not be payable to the Developer unless and until the City has fully discharged its obligations to provide roadway impact fee reimbursements to the extent required under separate agreement approved in the City of Anna Resolution 2023-12-1581.
- (3) Notwithstanding Section 4(b)(1) above, the Reimbursement authorized by this Agreement shall expire on December 31 in the tenth year after the City Acceptance Date.

SECTION 5 WATER PROJECT

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to design and construct the Water Improvements. Developer agrees to commence design of the Water Project within 60 days of execution of this agreement.

(b) City Obligations

- (1) In accordance with City Regulations and state law, the City shall promptly pay to Developer from time to time all Water Impact Fees the City actually collects from any property within the Impact Fee Reimbursement Area in an amount not to exceed the Total Water Reimbursement Amount.
- (2) Notwithstanding Section 5(b)(1) above, the Reimbursement authorized by this Agreement shall expire on December 31 in the tenth year after the City Acceptance Date.

SECTION 6 EFFECTIVE DATE

The "**Effective Date**" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement. Further, notwithstanding anything herein to the contrary, this Agreement shall not be effective until such time as Developer acquires title to any portion of the Property.

SECTION 7 TERMINATION

Except as expressly set forth to the contrary, this Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 8 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.
- (b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 9 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties

at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City:

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

If to Developer:

Meryl Street LP
c/o The NRP Group
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115
Attn: Noam Magence, General Counsel
E-mail: nmagence@nrpgroup.com and
legal@nrpgroup.com

With a copy to:

c/o The NRP Group LLC
6565 North MacArthur Blvd., Suite 450
Irving, Texas 75039
Attn: Alena Savera
E-Mail: asavera@nrpgroup.com

- (c) Complete Agreement. This Agreement embodies the entire Agreement between the Parties regarding the terms and conditions for Reimbursement as set forth herein and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (d) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (e) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.
- (f) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (g) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (h) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit

or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.

- (i) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (j) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (k) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (l) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.

[SIGNATURE PAGES FOLLOW,
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

MERYL STREET LP,
a Delaware limited partnership

By: NRP Meryl GP LLC
a Delaware limited liability company
its General Partner

By: 
Name: Noam Magence
Title: Authorized Signatory

IN WITNESS WHEREOF:

STATE OF OHIO §
 §
COUNTY OF Cuyahoga §

This instrument was acknowledged before me on the 4 day of November, 2024, by Noam Magence, the Authorized Signatory of NRP Meryl GP LLC, a Delaware limited liability company, General Partner of MERYL STREET LP, a Delaware limited partnership, on behalf of said company and limited partnership.



Notary Public

(SEAL)



Rebecca Martin
Notary Public, State of Ohio
Commission #: 2023-RE-871882
My Commission Expires 12-26-2028

CITY OF ANNA

By: _____
_____, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2024, personally appeared _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Interim City Manager of the City of Anna, Texas.

Notary Public, State of Texas

(SEAL)

ATTACHMENTS

Exhibit A - The Property (legal description and drawing)

Exhibit B – Impact Fee Reimbursement Area

Exhibit C –Roadway Project

Exhibit D – Water Project

Exhibit E – Cost Estimate (including design and construction)

EXHIBIT A

The Property

TRACT 1:

Being Lot 8, Block A of ANNA RETAIL ADDITION, an Addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2022, Page 471, Plat Records, Collin County, Texas.

TRACT 2:

Being Lot 1, Block B of ANNA RETAIL ADDITION, an Addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2022, Page 471, Plat Records, Collin County, Texas.

EXHIBIT B

Impact Fee Reimbursement Area



***Notes:**

1. Impact Fee Reimbursement Area shown based upon Collin County Appraisal District Records for land ownership and acreage. The boundaries of the Property and the Impact Fee Reimbursement Area shall be the same as those shown on the plat of the Property once recorded in the real property records of Collin County, Texas.

a. NexMetro:

Lot 1, Block C, Gateway at Buddy Hayes, an addition to the City of Anna, Texas, according to the Map or Plat recorded in Plat Book 2023, Pages 401-402, Plat Records of Collin County, Texas.

b. Caalms:

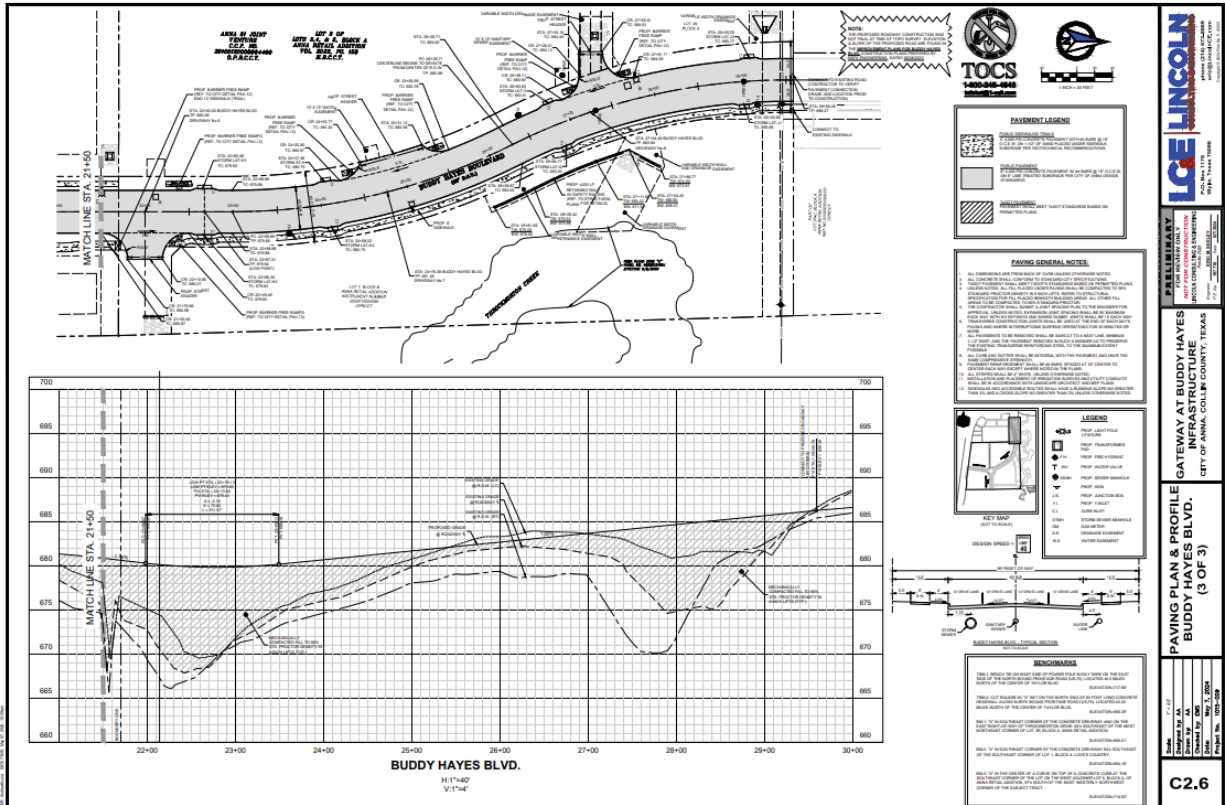
Lot 1, Block A, Gateway at Buddy Hayes, an addition to the City of Anna, Texas, according to the Map or Plat recorded in Plat Book 2023, Pages 401-402, Plat Records of Collin County, Texas.

Lot 1, Block B, Gateway at Buddy Hayes, an addition to the City of Anna, Texas, according to the Map or Plat recorded in Plat Book 2023, Pages 401-402, Plat Records of Collin County, Texas.

c. HPC:

Lot 2, Block A, Gateway at Buddy Hayes, an addition to the City of Anna, Texas, according to the Map or Plat recorded in Plat Book 2023, Pages 401-402, Plat Records of Collin County, Texas.

Roadway Project



Water Project



EXHIBIT E

Breakdown of Costs

EXHIBIT E

Buddy Hayes Road Construction Costs	
Staking	\$14,520
Earthwork (cut/fill, subgrade prep)	\$300,275
Sidewalks	\$55,760
Concrete Pavement	\$631,475
Retaining Walls	\$108,730
Striping	\$23,240
Storm Drainage	\$318,750
Water Distribution (8")	\$71,170
Water Distribution (12" Upsize)	\$70,000
Erosion Control	\$82,250
Street Lights	\$15,500
Engineering Design	\$40,750
Total	\$1,732,420



Item No. 5.h.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Steven Smith

AGENDA ITEM:

Approve a Resolution authorizing the purchase of a diesel generator for Fire Station Number 2. (Director of Public Works Steven Smith)

SUMMARY:

This item is to authorize the City Manager to execute a purchase order for the purchase of a permanent on-site generator for Fire Station 2.

FINANCIAL IMPACT:

Funding for the Fire Station Number 2 project (Furniture and Fixtures) was made available in the FY2024 Community Investment Program budget from the Infrastructure Investment Fund. The estimated cost of this generator is \$75,070. The need to amend the FY2025 budget and utilize excess General Fund balance will be evaluated after the close of FY2024.

BACKGROUND:

Fire Station Number 2 opened earlier this year. The project design included accommodation for the concrete pad and pre-wiring necessary to maintain a permanent generator on-site. Currently, the Public Works Department has made available one of their portable generators to provide emergency backup power. Upgrading from a portable generator to a permanent generator will free up the portable generator for public works emergencies, and ensure that Fire Station Number 2 has consistently available emergency power.

Staff worked with the vendor to obtain a co-operative quote and all purchases will be made in accordance with the City of Anna's Purchasing Policy.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Resolution and Quote - Generator Equipment
2. Proposal - City of Anna - 200REOZJF

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH LOFTIN EQUIPMENT FOR THE PURCHASE OF A DIESEL GENERATOR FOR FIRE STATION NUMBER 2 IN THE AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND SEVENTY DOLLARS AND ZERO CENTS (\$75,07.00).

WHEREAS, the City of Anna recently opened Fire Station Number 2 on the west side of US 75; and,

WHEREAS, the Fire Station Number 2 project included making the facility ready for the addition of a permanent generator; and,

WHEREAS, the City of Anna obtained a quote for an appropriately sized generator for Fire Station Number 2 from Loftin Equipment through the Houston Galveston Area Council government purchasing cooperative contract GE02-20; and,

WHEREAS, the purchase will be made in accordance with the City of Anna's Purchasing Policy and Texas Local Government Code Chapter 252; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute a purchase order for Loftin Equipment in an amount not to exceed \$75,070.00.

That the funding for the purchase shall come from the Fleet & Facilities budget in the General Fund for Fiscal Year 2024-2025.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of November, 2024.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibit A



Proposal

City of Anna
Attn: Eric Bottaron

Project: City of Anna

Date: September 16, 2024

Proposal # L-27126710

Thank you for your request. We are pleased to provide the following proposal:

<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
200MEDJF	KOHLER OUTDOOR DIESEL GENERATOR SET RATED 200 KW UL 2200 listed generator set Standby Rated, 120/208V, 3 phase, 4 wire, 60 Hz Electronic Isynchronous Governor 50°c/122°F unit mounted radiator Controller, APW402 Microprocessor based with ±0.5% V/Hz • Integral thermal overload protection • Remote annunciator panel - NFPA 110 • Remote E-stop switch • 2 input / 5 output programmable module for remote indication 800 amp main line circuit breaker, 80% rated, LSI Sound-attenuated enclosure with internal silencer 24 hour / 416 gallon UL142 listed subbase diesel tank with Dallas code package Engine jacket water heater - 120VAC Starting batteries, cables, and 50 amp float-equalize charger Standard factory tests at 0.8pf as detailed below Field startup and on-site test with full resistive load One-Year system warranty	1	
TOTAL PRICE			\$ 75,070.00

All pricing is FOB factory, freight prepaid and allowed to jobsite. Offloading and installation by others. Price does not include any permits, taxes, or local codes, and, permits, TDR, or excise taxes that may be applicable.

THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS. Due to market volatility, orders placed or released beyond fifteen days from proposal date may require a revised proposal prior to order acceptance by Loftin Equipment Company.

Proposed by:

Brandy Bussey 817-689-7234 bbussey@loftinequip.com
Loftin Equipment Company



Proposal

City of Anna

Project: City of Anna

Date: September 16, 2024

Attn: Eric Botteron

Proposal # L-27126710

Thank you for your request. We are pleased to provide the following proposal:

<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
200REOZJF	KOHLER OUTDOOR DIESEL GENERATOR SET RATED 200 KW UL 2200 listed generator set Standby Rated, 120/208v, 3 phase, 4 wire, 60 hz Electronic Isochronous Governor 50°C/122°F unit mounted radiator Controller, APM402 Microprocessor based with ±0.5% VR • Integral thermal overload protection • Remote annunciator panel - NFPA 110 • Remote E-stop switch • 2 input / 5 output programmable module for remote indication 800 amp main line circuit breaker, 80% rated, LSI Sound-attenuated enclosure with internal silencer 24 hour / 416 gallon UL142 listed subbase diesel tank with Dallas code package Engine jacket water heater - 120VAC Starting batteries, cables, and 10 amp float-equalize charger Standard factory tests at 0.8pf as detailed below Field startup and on-site test with full resistive load One Year system warranty	1	
TOTAL PRICE			\$ 75,070.00
All pricing is FOB factory, freight prepaid and allowed to jobsite. Offloading and installation by others. Price does not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.			

THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS. Due to market volatility, orders placed or released beyond fifteen days from proposal date may require a revised proposal prior to order acceptance by Loftin Equipment Company.

Proposed by:

Brandy Bussey

817-689-7234

bbussey@loftinequip.com

Loftin Equipment Company



CURRENT ESTIMATED LEAD TIMES

GENERATOR SET **22 - 24 weeks** after approved submittals and written release for production.

Lead time estimates provided above are the best estimate available at the time of proposal and should be verified prior to order release. Current component shortages are resulting in constantly shifting production schedules. Please be aware that we cannot guarantee ship dates.

CLARIFICATIONS / EQUIPMENT NOTES

1. **This proposal is based on your request and/or information you provided to us and is intended to provide a functional system. If changes are required to our bill of material, we will be happy to revise our proposal.**
2. Manufacturer's warranty period begins at time the equipment is initially started up by our service department.
3. Lugs for generator breakers and automatic transfer switches will be provided per submittal information furnished, and compliant with UL2200 and UL1008 approvals. Please review prior to equipment release. If the project requires lug changes from the factory offering it will be done by others and at their expense and is not included in our proposal.
4. Nominal generator rating shown above. Standard derates for altitude and temperature may apply per Kohler publication TIB-101. For additional information, please contact your Kohler representative.
5. Any fines, fees, or permits for the installation or operation of this equipment are the responsibility of the equipment owner and will not be paid for by Loftin Equipment.
6. Unless otherwise noted, the generator set uses integral isolation, and does not include steel spring isolators.
7. Protective relay calibration, settings, coordination study, 3rd party site testing, etc. are not part of this proposal unless specifically listed as included.
8. NETA acceptance testing, infrared scanning, harmonic content testing, insulation resistance testing, and/or ground fault testing is not included in our proposal and will need to be provided by others. Standard onsite testing at unity power factor will be provided

CUSTOMER RESPONSIBILITIES (ELECTRICAL CONTRACTOR) – NOT PROVIDED BY LOFTIN EQUIPMENT

1. All equipment ships to customer designated site. No storage of equipment is provided by Loftin Equipment Company. Offloading and installation of the proposed equipment, as well as related crane fees, mechanical piping, plumbing, electrical conduit and electrical wiring is not included in this proposal.
2. Provide all required diesel fuel for initial fill and testing of equipment. Full tank is required for testing at startup.
3. Loftin Equipment will provide start up and commissioning of the above equipment. It is the electrical contractor responsibility to have the generator set installed, secured to the concrete pad, fueled, all electrical wiring and conduit installed and terminated and tested and utility power available prior to scheduling system start up. If items are found not to be completed after arrival to site, it is the responsibility of the electrical contractor to issue a new purchase order for the return trip need to complete start up and testing of the equipment.

MISCELLANEOUS

- Equipment, and/or labor, and/or various items proposed are in accordance with Loftin Equipment Company's experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this proposal, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the above proposal will be supplied. Please verify all items, sizes and quantities listed on our proposal. Loftin Equipment Company is not responsible for omissions.
- In the event that a proposal is not accepted in its entirety, we reserve the right to decline any part or all of the order.
- Loftin Equipment Company's prices do not include any federal, state, or local taxes, use tax, property tax, TERP tax, or excise taxes. If any such taxes are imposed, the seller will invoice them to the buyer as a separate item. In lieu of such taxes, the purchaser must provide with each order, a tax exemption certificate acceptable to the proper taxing authorities, unless such certificate is already on file with Loftin Equipment Company. Loftin Equipment reserves the rights to update any sales tax exemption certificate as deemed necessary pursuant to the taxing authorities.
- It is the responsibility of the Contractor to notify Loftin Equipment at time of order of any specific time constraints involved in this project, and the specific impact of failure to meet that requirement. Lead times shown above are an estimate based on current production schedule and should be verified at time of order release. After an order has been placed with Kohler, an estimated ship date will be provided that is subject to change. Buyer will be notified if production schedule is altered and Loftin Equipment shall not be responsible for any ensuing liquidated damages, unless specifically agreed to in writing by an officer of Loftin Equipment Company.
- All stenographic, typographic, or clerical errors are subject to correction.
- ***THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS. Due to market volatility, orders placed or released beyond fifteen (15) days from proposal date may require a revised proposal prior to order acceptance by Loftin Equipment Company.***

IMPORTANT PRICING NOTE:

The quoted price for this equipment has been calculated based on the current prices for the component materials. However, the market for generators, fuel tanks, enclosures, transfer switches, and related components is currently volatile, and sudden price increases could occur. Loftin Equipment agrees to use its best efforts to obtain the lowest possible prices from available component suppliers, but should there be an increase in the prices of the component materials that are after the date of this proposal and prior to release for order, the Customer agrees to pay that cost increase to Loftin Equipment. If the customer chooses to cancel the order at that time, and there will be no penalty for cancellation. Once order has been released for production, normal cancellation policies (as stated elsewhere in this proposal) will apply.



CANCELLATION OF ORDER

- Upon acceptance by Loftin Equipment Company and written release of order by Customer, this order will be entered for production and will not thereafter be subject to cancellation or deferment of delivery without Loftin Equipment Company's written consent. Any expense incurred by Loftin Equipment Company due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.
- The following charges may be assessed for cancellation of any order:
 1. 15% of total order price if cancelled after we have provided submittals and prior to releasing for manufacture.
 2. 25% of total order price if cancelled after release to order.
 3. 100% of total order price if the equipment is already on order with the factory and in the Kohler frozen schedule.
 4. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

PAYMENT TERMS:

- All contracts will be reviewed for lien/bond rights prior to order of equipment.
- Customers must have an open, approved account with net 30-day terms with Loftin Equipment.
- Invoicing for equipment using custom third-party tanks and/or enclosures:
 - 20% at release
 - 40% progress billing of equipment shipping to 3rd party vendor
 - 35% progress billing of equipment shipping to customer designated site
 - 5% upon completion of startup
- Invoicing for equipment shipping complete from Kohler factory:
 - 20% at release
 - 75% progress billing of equipment shipping to customer designated site
 - 5% upon completion of startup
- Invoices are due net 30 days from date of invoice.
- Other payment terms (i.e. discounts, pay when paid, pay if paid, etc.) can only established by an Officer of Loftin Equipment and MUST be approved BEFORE placing the order.

ALTERNATE PAYMENT TERMS FOR THOSE CUSTOMERS/JOB THAT DID NOT QUALIFY FOR NET 30 TERMS:

It may be determined by Credit the customer and/or the job did not qualify for open, Net 30 day terms. Following are alternate payment options.

- A down payment in the amount of 50% of the total purchase price to place the equipment on order. A Pro Forma invoice will be provided. Upon receipt of good funds (check, cashier's check, or ACH) the equipment will be placed on order.
- Additional 50% will be required when the equipment is ready to ship from the factory. A Pro Forma invoice will be provided and upon receipt of good funds (check, cashier's check, or ACH), the equipment will be delivered to the designated job site.

COLLECTION-LITIGATION COSTS:

The customer agrees to pay all costs and collection expenses, including attorney fees, if collection of the amounts due require the assistance of a collection agency or attorney. Accrued interest on late payments: 1.50% per month.

The Undersigned agrees and warrants they have read the foregoing and accept these Terms and Conditions:

Accepted By: _____

PRINT NAME

TITLE

Date: _____



Item No. 5.i.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Steven Smith

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute purchase orders for the purchase of heavy equipment for utility maintenance and operations in the City of Anna Public Works Department. (Director of Public Works Steven Smith)

SUMMARY:

This item is to authorize the City Manager to execute purchase orders for the purchase of heavy equipment for the Public Works Department.

FINANCIAL IMPACT:

Funding for these pieces of equipment was appropriated in the FY2025 Water and Wastewater department budgets in the amount of \$181,000. The cost of this purchase is \$167,782.24.

BACKGROUND:

The City of Anna Public Works Department utilizes a range of equipment to perform the duties of the department, including the operation and maintenance of the public water, sanitary sewer, roadway, and drainage systems in the community. The FY2024-2025 adopted budget included funds for the purchase of three pieces of equipment to be used to maintain the public water and sanitary sewer systems, including maintenance on piping, manholes, appurtenances, and maintenance of easement areas.

The City is seeking to utilize the Sourcewell government purchasing cooperative contract to purchase the required equipment.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Resolution and Quote - Kubota Equipment
2. Sourcewell Quotes

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR ZIMMERER KUBOTA & EQUIPMENT TO PURCHASE EXCAVATION EQUIPMENT FOR THE ANNA PUBLIC WORKS DEPARTMENT IN THE AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-TWO AND TWENTY-FOUR CENTS (\$167,782.24).

WHEREAS, the growing public water and sanitary sewer system in the City of Anna requires heavy equipment to perform a range of maintenance and operational duties in order to ensure a safe and consistent supply of public utilities for all Anna neighbors; and,

WHEREAS, City staff identified equipment useful to our maintenance & operational needs that is essential to maintaining water distribution and wastewater collection systems; and,

WHEREAS, funding for the identified equipment was included in the adopted FY2025-2025 budget; and,

WHEREAS, the City of Anna worked with the vendor to obtain a quote through the Sourcwell government purchasing cooperative; and,

WHEREAS, all purchases will be made in accordance with the City of Anna's Purchasing Policy and Texas Local Government Code Chapter 252; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute a purchase order for Zimmerer Kubota & Equipment in an amount not to exceed \$167,782.24.

That the funds shall come from the Water Operations and Wastewater Operations Budget in the FY2024-2025 Operating Budget.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of November, 2024.

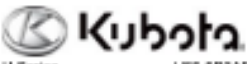
ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibit A

Sourcewell Utility Division & Missouri - CCLLS Class 66 - 88833 Utility Vehicle 020220 John Arkansas 800042138 John Delaware 888 2202 John Miller 8877 344 Missouri 8000027138		U55-GR3AP WEB QUOTE #2610457 Date: 10/8/2024 7:48:49 AM -- Customer Information -- Smith, Steven 147685 City of Anna ssrsth@annatexas.gov 872-924-4510		Quote Provided By ZIMMERER KUBOTA & EQUIPMENT, INC. Clay Yonts 14851 U.S. Hwy 75 Van Alstyne, TX 75405 email: claytony@jkelmail.com phone: 9037124055	
-- Standard Features --					
 U Series U55-GR3AP *** EQUIPMENT IN STANDARD MACHINE ***		U55-GR3AP Base Price: \$89,568.00			
FEATURES Tight Tail Swing Eco-Plus System Auto Idler Rubber Track Model ROPS/OPS (Top Guard Level 0) A/C Cab Suspension Seat Kubota 3 Hydraulic Pump Load Sensing System 1 Gear, 2 Variable Displacement Pumps All Controls Hydraulic Pilot Controls Two Operating Pattern Selection System Accumulator Digital Control Panel Attachment Flow Prohibit, Service Alerts Standard Front Dozer Blade w/ Pilot 360 Degree Full Rotation 76 Degree Lift, 55 Degree Right Boom Swing 15.8 gpm Adjustable Aux. Hydraulics Port 1 0.9 gpm Adjustable Aux. Hydraulics Port 2 Thumb Bracket & Relief Valves Five Second Quick Release System Key Switch Stop System Half Pitch Rubber Tracks Self-Bleed Fuel System Auto-Dismount Three Speed Travel System Servo Negation Brake Travel Negation Brake Third Line		ENGINE 50152 Kubota CR10.5 Tier 4 Final Diesel Engine 4 Cylinder, 4 Cycle 46.4 Net HP @ 2200 rpm (SAE J1995)		(1) 24" QUICK ATTACH TRENCHING BUCKET HYPS QUICK ATTACH TRENCHING BUCKET (1) QUICK ATTACH COUPLER HYPS QUICK ATTACH COUPLER (1) AT&T TELEMATICS MODEM COORDINATE TELEMATICS MODEM (1) EXCAVATOR & WL TELEMATICS HARNESS HYPS EXCAVATOR & WL TELEMATICS HARNESS Configured Price: \$93,453.00 Sourcewell Discount: (\$22,419.12) SUBTOTAL: \$70,993.88 3Yr U55-GR3AP Extended Warranty \$2,900.00 Dealer Assembly: \$179.67 Freight Cost: \$737.50 PDI: \$400.00	
OPERATIONAL DIMENSIONS Max Digging Depth 11' 10.3" Max Digging Radius @ Ground Level 18' 6.1" Max Vertical Digging Depth 4' 11.8" Max Dumping Height 13' 2.3"		DOZER BLADE DIMENSIONS Width 77.2" Height 16.1" Lift Above Ground 17.3" Drop Below Ground 16.1"		PERFORMANCE Digging Force @ Bucket (K7919) 11,177 lbs. Digging Force @ Dozer Arm 6,281 lbs. Travel Speed (Low) 1.8 mph Travel Speed (High) 5.1 mph Climbing Ability 30% / 28" Lift Capacity 3,760 lbs. Over Front Blade Grounded 4.3 FL Load Point Height 12.0 FL Load Height	
DIMENSIONS AND OPERATING WEIGHT U55-GR3AP, Rubber Tracks, ROPS/OPS (Top Guard Level 0) A/C Cab Angle Dozer Blade, Dozer Arm, Counterweight, SP2 Overall Length 18' 1.3" Overall Width 8' 5.2" Overall Height 8' 0" Operating Weight 12,525 lbs.* Ground Clearance 12' 6.2" * Includes operator's weight, 185 lbs.		Total Unit Price: \$75,211.05 Quantity Ordered: 1 Final Sales Price: \$75,211.05			
Purchase Order Must Reflect Final Sales Price.					
To order, place your Purchase Order directly with the quoting dealer					

*Some series of products are sold out for 2023. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discretion of the dealer. All specifications and prices are subject to change. Taxes are not included. The PDI time and height for attachments and accessories quoted may have additional charges added by the delivering dealer. These changes will be listed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment is quoted as subject to availability.

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107.5

Sourcewell
 14000 Highway 100, Suite 100 - Dallas, TX 75244
 (214) 440-1000
 14000 Highway 100, Suite 100 - Dallas, TX 75244
 (214) 440-1000
 14000 Highway 100, Suite 100 - Dallas, TX 75244
 (214) 440-1000

800268004-1 WEB QUOTE #2006749
 Date: 8/30/2024 1:54:48 PM
 -- Customer Information --
 Smith, Steven
 147695
 City of Anna
 ssmith@annatexas.gov
 873-924-4510

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT, INC.
 Clay Yonts
 14851 U.S. Hwy 75
 Van Alstyne, TX 75405
 email: claytony@zkemail.com
 phone: 937124835
 -- Custom Options --

-- Standard Features --



BX Series BX2680V-1
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Kubota Indirect Injector
 3 Cylinder Engine
 + 24.8 SAE Gross HP
 + 19.8 PTO HP
 61.1 Cu In Displacement
 EPA Tier 4 Compliant
 Charging Output: 40 Amps
 12V - 80 CCA

EXHAUST EMISSION

CONTROL TYPE
 No Exhaust After Treatment
 Required

HYDRAULICS / HITCH /

DRAWBAR

Open Center
 Gear Type
 8.2 gpm Total Hyd. Flow

3-POINT HITCH &

DRAWBAR

Cat 1 3-Point Hitch
 At L.R. Power 1210 lbs.
 24" Behind 655 lbs.
 Quarter Inching 3-Point Valve

TRANSMISSION

Hydrostatic Drive
 Rear Differential Lock
 2 Forward Ranges
 2 Reverse Ranges
 Cruise Control
 Wet Disc Brakes

+ Manufacturer Estimate

SELECTED TIRES

sub 10

FRONT - 18x8.5-15 R4 TRACTION MASTER

REAR - 20x12.0-12 R4 CTR TRACTION MASTER

FLUID CAPACITY

Fuel Tank: 6.8 gal.
 Cooling System: 3.5 qts.
 Crankcase: 3.7 qts.
 Transmission & Hydraulics: 3.0 gal.
 Front Axle: 3.8 qts.

POWER TAKE OFF

Live Independent with Hydraulic
 Clutch
 Rear PTO - 1 Speed
 SAE Std 1 3/8" Six Splines
 840 rpm @ 3200 Eng. rpm
 Mid PTO - 1 Speed
 540 rpm @ 3200 Eng. rpm

SAFETY EQUIPMENT

Two Post ROPE w/
 Retractable Steel Ball
 Safety Start Switches
 Parking Brakes
 Electric Key Shut-Off
 Flip up PTO Shield
 58V Sign

INSTRUMENTS

Tachometer/Hour Meter
 Fuel Gauge
 Oil Pressure
 Coolant Temperature

BX2680V-1 Base Price: \$16,531.00

(1) FRONT LOADER W/ GUARD 3-LVR BKT \$4,145.00

LAMAR FRONT LOADER W/ GUARD 3-LVR BKT

(1) 54" SIDE DISCHARGE MOWER \$2,076.00

ROCK-28X57 SCS DISCHARGE MOWER

(1) 62" Series Box Scraper, 48" Width \$1,076.00

60245-62-12 Series Box Scraper, 48" Width

(1) 12 Series Rowena-Til Rotary Tiller, 42" Width \$3,929.00

421410-0045-12 Series Rowena-Til Rotary Tiller, 42" Width

Configured Price: \$27,687.00

Sourcewell Discount: (\$6,151.88)

SUBTOTAL: \$21,535.11

2yr BCS2680V-1 Extended Warranty \$1,900.00

2Yr FRONT LOADER W/ GUARD 3-LVR BKT \$450.00

Extended Warranty

Dealer Assembly: \$192.50

Freight Cost: \$656.25

PDI: \$400.00

~~60-45 SUPER-DUTY Tandem Axle Trailer~~ ~~\$44,780.00~~

TITLE FEE: \$499.00

Total Unit Price: \$23,984.86

Quantity Ordered: 1

Final Sales Price: \$23,984.86

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some sales of products are sold out for 2025. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be listed separately. Prices for product quoted are good for 90 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Smith, Steven
147685
City of Anna
ssmith@annatexas.gov
972-924-4510

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT,
INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmall.com
phone: 9037124035

-- Standard Features --

-- Custom Options --



BX Series

BX2680V-1

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Kubota Indirect Injection
3 Cylinder Engine
+ 24.8 SAE Gross HP
+ 19.5 PTO HP
61.1 Cu In Displacement
EPA Tier 4 Compliant
Charging Output 40 Amps
12V - 560 CCA

FLUID CAPACITY

Fuel Tank 6.6 gal.
Cooling System 3.5 qts.
Crankcase 3.7 qts.
Transmission & Hydraulics 3.0 gal.
Front Axle 3.8 qts.

EXHAUST EMISSION CONTROL TYPE

No Exhaust After Treatment
Required

POWER TAKE OFF

Live Independent with Hydraulic
Clutch
Rear PTO - 1 Speed
SAE Std 1 3/8" Six Spline
540 rpm @ 3200 Eng. rpm
Mid PTO - 1 Speed
2500 rpm @ 3050 Eng. rpm

HYDRAULICS / HITCH / DRAWBAR

Open Center
Gear Type
6.2 gpm Total Hyd. Flow

SAFETY EQUIPMENT

Two Post ROPS w/
Retractable Seat Belt
Safety Start Switches
Parking Brakes
Electric Key Shut-Off
Flip up PTO Shield
SMV Sign

3-POINT HITCH & DRAWBAR

Cat I 3-Point Hitch
At Lift Point 1210 lbs.
24" Behind 680 lbs.
Quarter Inching 3-Point Valve

INSTRUMENTS

Tachometer/Hour Meter
Fuel Gauge
Oil Pressure
Coolant Temperature

TRANSMISSION

Hydrostatic Drive
Rear Differential Lock
2 Forward Ranges
2 Reverse Ranges
Cruise Control
Wet Disc Brakes

+ Manufacturer Estimate

SELECTED TIRES

sub18
FRONT - 18x8.50-10 R4 TRACTION MASTER
REAR - 26x12.00-12 R4 OTR TRACTION MASTER

BX2680V-1 Base Price: \$16,531.00

(1) FRONT LOADER W/GUARD/2-LVR BKT \$4,145.00
LA344S-FRONT LOADER W/GUARD/2-LVR BKT

(1) 54" SIDE DISCHARGE MOWER \$2,076.00
RCK54-23BX-54" SIDE DISCHARGE MOWER

(1) 12 Series Box Scraper, 48" Width \$1,076.00
BB1248-82-12 Series Box Scraper, 48" Width

(1) 12 Series Reverse-Till Rotary Tiller, 42" Width \$3,509.00
RTR1242-33-82-12 Series Reverse-Till Rotary Tiller, 42" Width

Configured Price: \$27,337.00

Sourcewell Discount: (\$6,151.69)

SUBTOTAL: \$21,185.31

2Yr BX2680V-1 Extended Warranty \$1,100.00

2Yr FRONT LOADER W/GUARD/2-LVR BKT
Extended Warranty \$450.00

Dealer Assembly: \$192.50

Freight Cost: \$656.25

PDI: \$400.00

~~EQ 16 SUPER DUTY TANDEM AXLE TRAILER \$11,780.00~~

~~TITLE FEE \$100.00~~

Total Unit Price: \$35,864.06

Quantity Ordered: 1

Final Sales Price: \$23,984.06

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Smith, Steven
147685
City of Anna
ssmith@annatexas.gov
972-924-4510

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT,
INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmall.com
phone: 9037124035

-- Standard Features --

-- Custom Options --



S Series

SVL75-3HFWVCC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
Selector Loader Arm Self-
Leveling
Loader Boom Lock
Open ROPS & Air Conditioned
ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl,
Suspension Seat
2" Retractable Seat Belt and 2-
Piece Seat Bar
12V Electric Outlet
19.2 gpm Auxiliary Hydraulics
standard, 29.8 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4
Lower Track Rollers
Rubber Tracks, 12.6" Standard,
15" Optional
Two Speed Travel System
Automatic Wet Disk Parking
Brake
Kubota 4 Hydraulic Pump Load
Sensing System
2 Gear, 2 Variable
Displacement Pumps
Hydraulic Joystick Controls,
Optional Multi-Functional Grips
ISO Operating Pattern
Hand And Foot Throttle
Controls
Electronic Travel Torque
Management
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Self Bleed Fuel System
2 Front and 2 Rear Working
Lights
Hour Meter, Engine
Temperature and Fuel
Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter
machine
KubotaNOW Telematics

BASIC UNITS

SVL75-3, 15.8" Rubber Tracks,
Open ROPS/FOPS Cab
Hydraulic Quick Coupler
High Flow Hydraulics & MF Grips
14-Pin Coupler
Reversing Fan
Cold-weather CCV Package

ENGINE
V3307 Kubota CR-TE4, Tier 4
Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 81.8"
Width (without attachment) 65.9"
Width with wide track option
(without attachment) 69.1"
Length (without attachment) 112.0"
Length of Track on Ground 56.5"

OPERATIONAL

DIMENSIONS
Operating Weight*, SVL75H, 12.6"
Rubber Tracks, Open
ROPS/FOPS Cab, Mechanical
Quick Coupler 9,190 lbs.
Rated Operating Capacity (@ 35%
of Tipping Load) 2,490 lbs.
Rated Operating Capacity (ROC)
@ 35% of Tipping Load complies
with ISO 14397-1 and SAE J 818
for crawler loaders
Rated Operating Capacity (ROC)
@ 50% of Tipping Load 3,557 lbs.
Tipping Load 7,112 lbs.
Auxiliary Hydraulics Flow 192/
29.8 gpm
Travel Speed (Low / High)
5.6 / 8.6 mph
Reach @ Maximum Height 39.6"
Height to Hinge Pin 122.7"
Ground Pressure (Standard Track)
5.8 psi
Ground Pressure (Wide Track) 4.7
psi
Traction Force 9,678 lbf.

* Includes operator's weight, 175
lbs.

SVL75-3HFWVCC Base Price: \$82,784.00

(1) AT&T TELEMATICS MODEM	\$449.00
DCU6700-AT&T TELEMATICS MODEM	
(1) 74" Heavy Duty, Low Profile, Standard Floor, Teeth, Side Cutter, 15.4 cu-ft heaped capacity AP-HD74LT-74" Heavy Duty, Low Profile, Standard Floor, Teeth, Side Cutter, 15.4 cu-ft heaped capacity	\$2,347.00
(1) HOSE STAY FOR SSV/SVL MODELS	\$108.00
S6763-HOSE STAY FOR SSV/SVL MODELS	
Configured Price:	\$85,688.00
Sourcewell Discount:	(\$20,565.12)
SUBTOTAL:	\$65,122.88
2Yr SVL75-3HFWVCC Extended Warranty	\$2,200.00
Dealer Assembly:	\$33.00
Freight Cost:	\$831.25
PDI:	\$400.00

Total Unit Price: \$68,587.13

Quantity Ordered: 1

Final Sales Price: \$68,587.13

Purchase Order Must Reflect Final Sales Price.

**To order, place your Purchase Order directly with the quoting
dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Smith, Steven
147685
City of Anna
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INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmall.com
phone: 9037124035

-- Standard Features --

-- Custom Options --



U Series

U55-5R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Tight Tail Swing
Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard Level I)
A/C Cab
Suspension Seat
Kubota 3 Hydraulic Pump Load
Sensing System
1 Gear, 2 Variable
Displacement Pumps
All Controls Hydraulic Pilot
Controls
Two Operating Pattern
Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets,
Service Alerts
Standard Front Dozer Blade
w/ Float
360 Degree Full Rotation
70 Degree Left, 55 Degree
Right Boom Swing
19.8 gpm Adjustable
Aux. Hydraulics Port 1
9.8 gpm Adjustable
Aux. Hydraulics Port 2
Thumb Bracket & Relief Valves
Five Second Quick Preheat
System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed
Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

V2607 Kubota CR E5 Tier 4 Final Diesel
Engine
4 Cylinder, 4 Cycle
46.4 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL

DIMENSIONS

Max Digging Depth 11' 10.3"
Max Digging Radius @ Ground
Level 19' 6.1"
Max Vertical Digging Depth 4' 11.6"
Max Dumping Height 13' 2.3"

DOZER BLADE

DIMENSIONS

Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919)
11,177 lbs.
Digging Force @ Dipper Arm 6,261
lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 3,700 lbs.
Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

DIMENSIONS AND OPERATING WEIGHT

U55-5R3AP, Rubber Tracks,
ROPS/OPG (Top Guard Level I)
A/C Cab,
Angle Dozer Blade, Dipper
Arm, Counterweight, SP2
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4"
Operating Weight 12,535 lbs.*
Ground Clearance 12' 0.2"
* Includes operator's weight,
165 lbs.

U55-5R3AP Base Price: \$89,568.00

(1) 24" QUICK ATTACH TRENCHING BUCKET \$1,885.00
K7919-24" QUICK ATTACH TRENCHING BUCKET

(1) QUICK ATTACH COUPLER \$1,349.00
K7915-QUICK ATTACH COUPLER

(1) AT&T TELEMATICS MODEM \$449.00
DCU6700-AT&T TELEMATICS MODEM

(1) EXCAVATOR & WL TELEMATICS HARNESS \$162.00
K6704A-EXCAVATOR & WL TELEMATICS HARNESS

Configured Price: **\$93,413.00**

Sourcewell Discount: (\$22,419.12)

SUBTOTAL: **\$70,993.88**

2Yr U55-5R3AP Extended Warranty \$2,900.00

Dealer Assembly: \$179.67

Freight Cost: \$737.50

PDI: \$400.00

Total Unit Price: \$75,211.05

Quantity Ordered: 1

Final Sales Price: \$75,211.05

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



Item No. 5.j.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Muhamad Madhat

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute change orders for the Collin Pump Station Ground Storage Tank No. 2 project. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is for the approval of an increase of the project budget for the Collin Pump Station Ground Storage Tank project for \$247,000 for project changes based upon coordination with Atmos Energy.

FINANCIAL IMPACT:

Funding for the Collin Pump Station Ground Storage Tank No. 2 project was appropriated in the FY2024 Community Investment Program budget in the amount of \$11 million from the Water Impact Fee Fund. The estimated cost of this proposed budget increase is \$247,000. The funding source for the proposed additional funding is the Water Impact Fee Fund.

BACKGROUND:

The Collin Pump Station Ground Storage Tank No. 2 project is a public water system Capital Improvement Plan (CIP) project located near the corner of State Highway 5 and the Collin County Outer Loop. The City Council awarded the construction of the project to Red River Construction on February 13, 2024 via Resolution 2024-02-1595, in an amount not to exceed \$10,843,000.

The project is currently under construction. Recently, the City has been in discussions with Atmos regarding an adjacent high pressure gas main located along the east side of the Collin Pump Station site. Based on the proximity to the gas main and feedback from Atmos, City staff has determined that it will be necessary to relocate some of the underground piping for the project to locations further away from the gas main. This will allow the equipment to be located outside the Atmos easement, removing the need for an encroachment agreement which the City and Atmos were working on. While the City and Atmos have worked together on encroachment agreements for nearby facilities in the past, staff is recommending the change to improve long-term safety for the operation and maintenance of the pump station.

Staff recommends the City Council to approve an increase to the overall project budget of \$247,000. This amount will cover the proposed change orders and provide a small contingency to cover any unforeseen costs in the installation of piping in the new

location. This proposed change represents a 2.3% increase to the construction budget.

STRATEGIC CONNECTIONS:

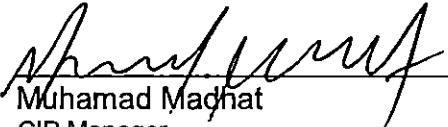
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Resolution - Authorizing City Manager to Execute Change Orders with Red River for Collin Pump Station Ground Storage Tank No. 2

Exhibit A

AMENDMENT – CHANGE ORDER MEMO CHANGE BOARD AUTHORIZATION			
Requested By (PM):	Muhamad Madhat	Date:	10/30/2024
Subcontractor/ Vendor:	Red River Construction	PO#:	7918
Project Name/Phase:	COLLIN PUMP STATION GROUND STORAGE TANK NO. 2		
Original Contract : (without contingency)	\$ 10,843,400.00	This Amendment Change Order No.:	2
Total Prior approved Amendments/CO's:	\$ 46,545.49	This Change Amount:	\$ 26,658.51
New Contract Amount:	\$ 10,916,604.00	Change Board Date:	10/30/2024
PUB Required:	NO	City Council Required:	Yes
Account Description:	Water Impact Fee Funding	Amount:	\$ 26,658.51
RECORD OF APPROVAL			


Muhamad Madhat
CIP Manager

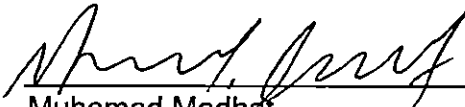
10/30/24
Date


Greg Peters, P.E.
Assistant City Manager

10/30/24
Date

Exhibit B

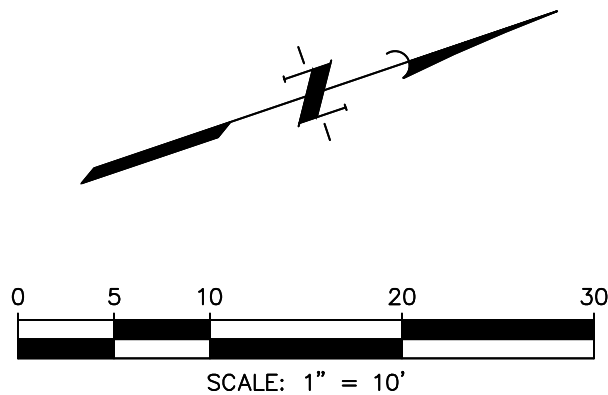
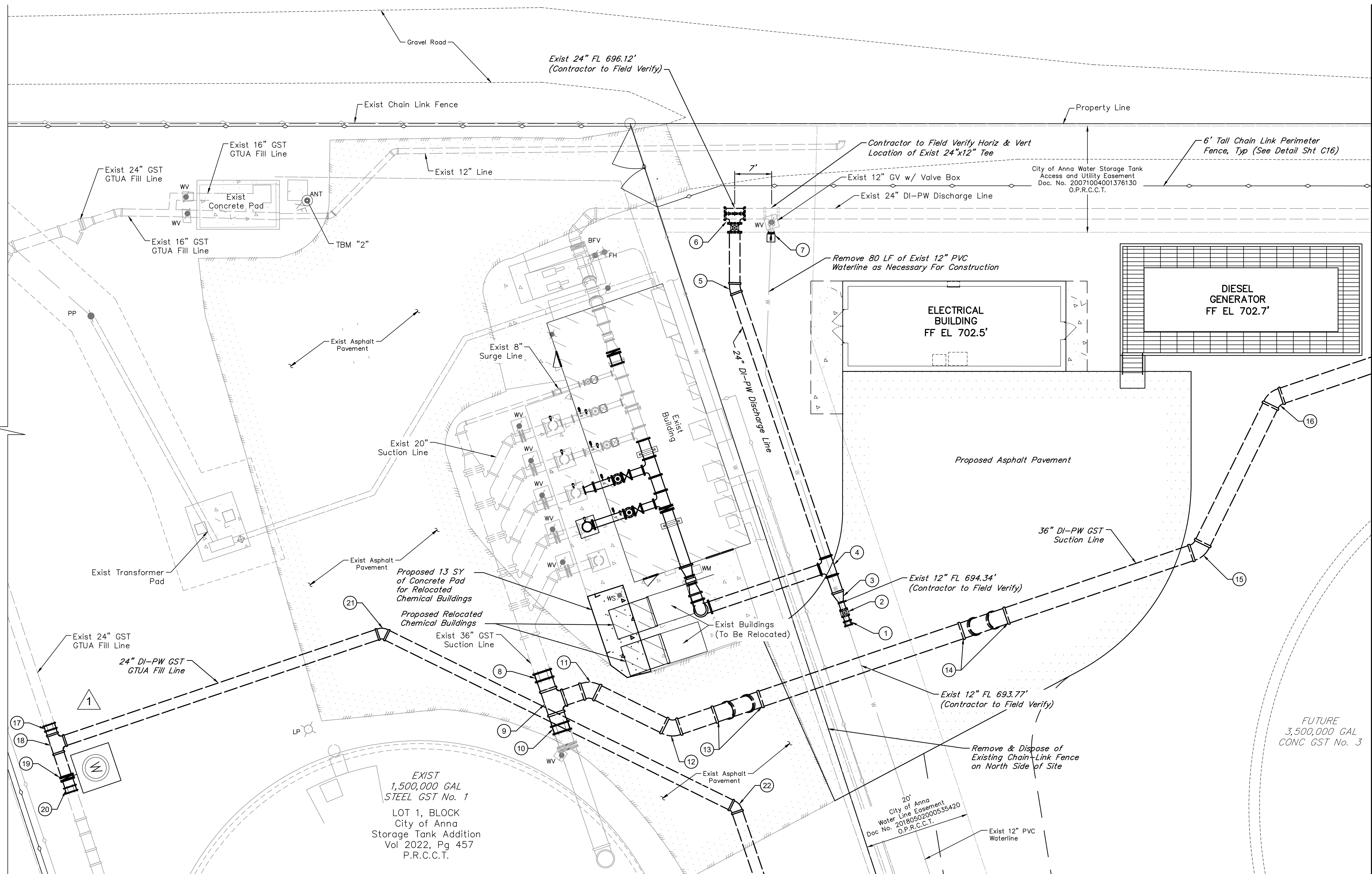
AMENDMENT – CHANGE ORDER MEMO CHANGE BOARD AUTHORIZATION			
Requested By (PM):	Muhamad Madhat	Date:	10/30/2024
Subcontractor/ Vendor:	Red River Construction	PO#:	7918
Project Name/Phase:	COLLIN PUMP STATION GROUND STORAGE TANK NO. 2		
Original Contract : (without contingency)	\$ 10,843,400.00	This Amendment Change Order No.:	3
Total Prior approved Amendments/CO's:	\$ 73,204.00	This Change Amount:	\$ 188,046.56
New Contract Amount:	\$ 11,104,650.56	Change Board Date:	10/30/2024
PUB Required:	NO	City Council Required:	Yes
Account Description:	Water Impact Fee Funding	Amount:	\$ 188,046.56
RECORD OF APPROVAL			


Muhamad Madhat
CIP Manager

10/30/24
Date


Greg Peters, P.E.
Assistant City Manager

10/30/24
Date

**PIPING NOTES:**

1. All pipe to be ductile iron (DI) pipe below ground, polyvinyl chloride (PVC) pipe above ground, or welded steel (WS) pipe above ground unless otherwise noted.

NOTES:

1. The Contractor shall field-verify the locations and depths of all existing utilities prior to commencing any construction activities.
2. The Contractor shall adjust elevations of piping due to field conditions at no additional cost.
3. The Contractor shall reroute the existing electrical conduit and wiring and the existing LAS and chlorine solution lines from the existing building locations to the relocated building locations.
4. The Contractor shall test that all LAS and chlorine solution lines are working before rerouting them.
5. The Contractor shall for refer to sheet C11 for Maintenance of Plant Operations and Sequence of Work for Construction Shutdowns.

NO.	DATE	REVISIONS	TWN	APP.
1	11/1/2024	ROUTES OF GTUA AND WW FILL LINES REVISED	TWN	APP.

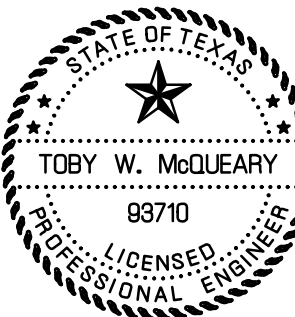
CITY OF ANNA
COLLIN COUNTY, TEXASCOLLIN PUMP STATION
GROUND STORAGE TANK No. 2SITE PIPING PLAN
SHEET 1 OF 4Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093 • 972.488.3880

SCALE: 1"=10' DGN. BY: CCARRINGTON

DATE: NOVEMBER 2024 DWG. BY: FLARRIAGA

JOB NO. 17254-0001-00 SURV. BY:

SUBMITTED: F.B. NO.



11-1-2024

C7

SHEET NO. 13 OF 81

VALVE AND ACCESSORIES SCHEDULE

NO.	DESCRIPTION	VALVE I.D.	FL (FT)
①	8" DI-SLC w/ 304 SS Hardware & Isolation Kits	SLC-02-005	694.34
②	12" DI-GV, MJ	GV-01-001	694.34
③	24"x 12" DI-Concentric Reducer, MJ	N/A	694.34
④	24"x 24" DI-Tee, MJ	N/A	694.88
⑤	24"x 22.5" DI-Bend, MJ	N/A	695.37

VALVE AND ACCESSORIES SCHEDULE

NO.	DESCRIPTION	VALVE I.D.	FL (FT)
⑥	24"x24"x24" DI-Tapping Sleeve & Valve Assembly, MJ x FJ w/ 304 SS Hardware, Isolation Kits & Valve Box (See Detail Sheet C18)	GV-01-002 BO-01-001	Match Existing
⑦	12" DI-Plug & Clamp (Restrained) w/ 2" GS-BO (See Detail Sht C16)	BO-01-001	Match Existing
⑧	36" DI-SLC w/ 304 SS Hardware & Isolation Kits	SLC-02-004	Match Existing
⑨	36"x 36" DI-Tee, MJ	N/A	Match Existing
⑩	36" DI-SLC w/ 304 SS Hardware & Isolation Kits	SLC-02-003	Match Existing

VALVE AND ACCESSORIES SCHEDULE

NO.	DESCRIPTION	VALVE I.D.	FL (FT)
⑪	36"x 45" DI-Bend, MJ	N/A	693.65
⑫	36"x 45" DI-Bend, MJ	N/A	693.65
⑬	36"x 45" DI-Bend (Lowering), MJ 36"x 45" DI-Bend (Lowering), MJ	N/A	1: 693.65 2: 688.27
⑭	36"x 45" DI-Bend (Lowering), MJ 36"x 45" DI-Bend (Lowering), MJ	N/A	1: 688.27 2: 693.47
⑮	36"x 45" DI-Bend, MJ	N/A	693.50
⑯	36"x 45" DI-Bend, MJ	N/A	693.50

VALVE AND ACCESSORIES SCHEDULE

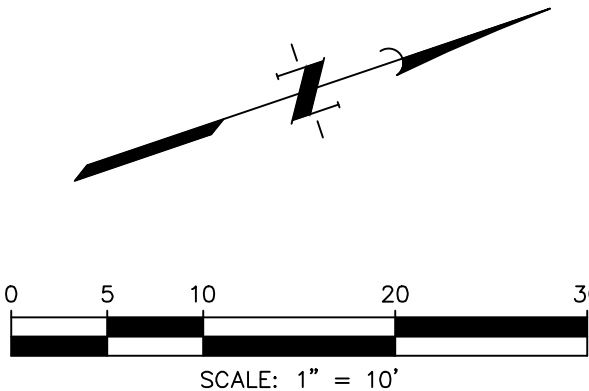
NO.	DESCRIPTION	VALVE I.D.	FL (FT)
⑰	24" DI-SLC w/ 304 SS Hardware & Isolation Kits	SLC-02-001	Match Existing
⑱	24"x 24" DI-Tee, MJ	N/A	Match Existing
⑲	24" BFV, MJ w/ STD 5' Dia Manhole	BFV-02-001	Match Existing
⑳	24" DI-SLC w/ 304 SS Hardware & Isolation Kits	SLC-02-002	Match Existing
㉑	24"x 45" DI-Bend, MJ	N/A	697.65
㉒	24"x 45" DI-Bend, MJ	N/A	697.65

MATCH LINE ~ SEE SHEET C7

EXIST
1,500,000 GAL
STEEL GST No. 1
LOT 1, BLOCK
City of Anna
Storage Tank Addition
Vol 2022, Pg 457
P.R.C.C.T.

Remove & Dispose of
Existing Chain-Link Fence
on North Side of Site

FUTURE
3,500,000 GAL
CONC GST No. 3



PIPING NOTES:

1. All pipe to be ductile iron (DI) pipe below ground, polyvinyl chloride (PVC) pipe above ground, or welded steel (WS) pipe above ground unless otherwise noted.

NOTES:

1. The Contractor shall field-verify the locations and depths of all existing utilities prior to commencing any construction activities.
2. The Contractor shall adjust elevations of piping due to field conditions at no additional cost.
3. The Contractor shall reroute the existing electrical conduit and wiring and the existing LAS and chlorine solution lines from the existing building locations to the relocated building locations.
4. The Contractor shall test that all LAS and chlorine solution lines are working before rerouting them.

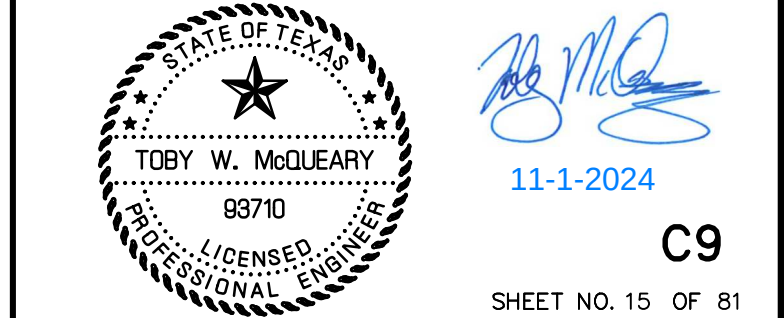
11/1/2024	ROUTES OF GTUA AND WW FILL LINES REVISED		TWM
NO.	DATE	REVISIONS	APP.

CITY OF ANNA
COLLIN COUNTY, TEXAS

COLLIN PUMP STATION
GROUND STORAGE TANK No. 2

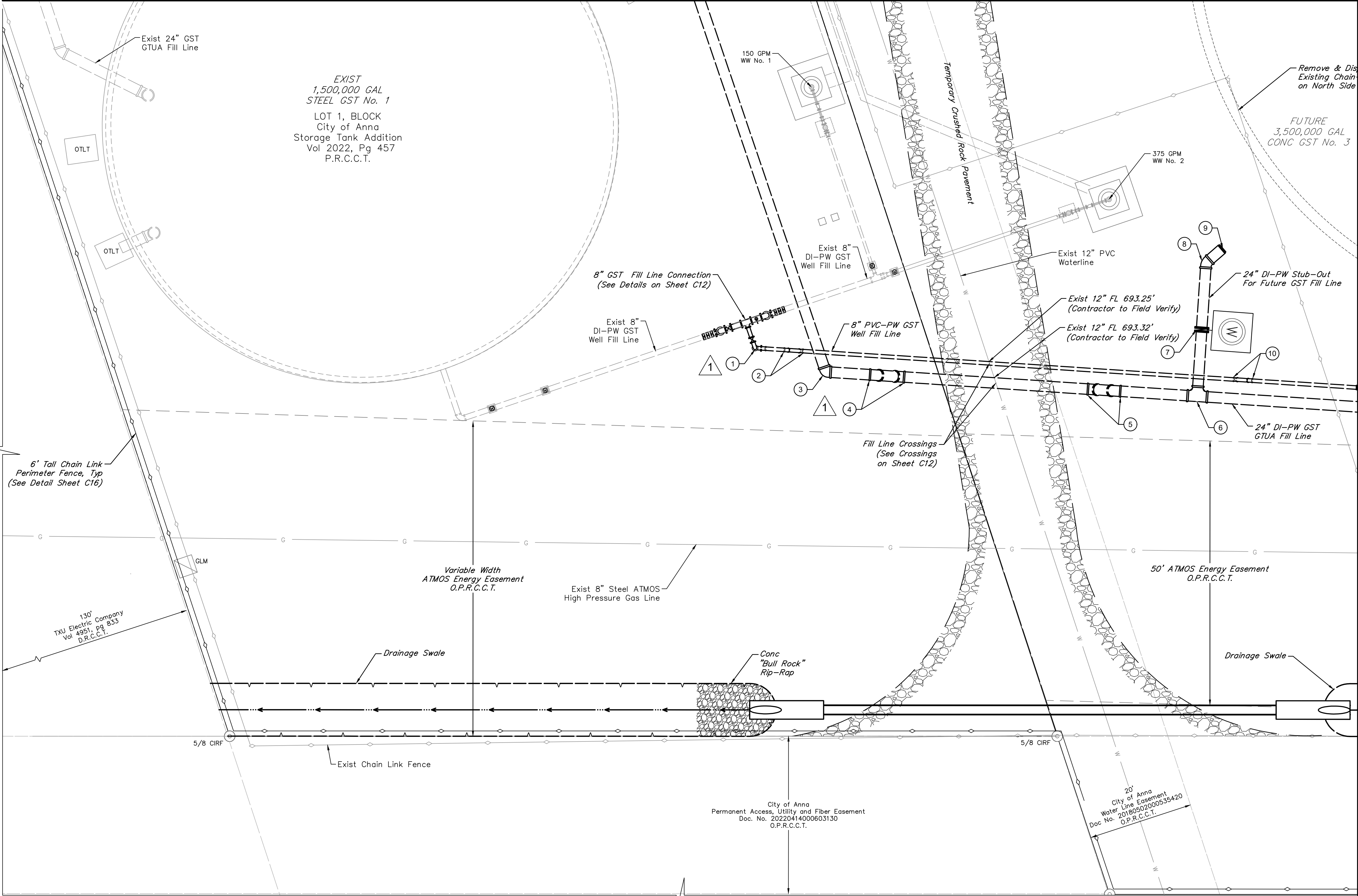
SITE PIPING PLAN
SHEET 3 OF 4

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093 • 972.488.3880
SCALE: 1"=10' DGN. BY: CCARRINGTON
DATE: NOVEMBER 2024 DWN. BY: FLARRIAGA
JOB NO. 17254-0001-00 DWG. NO.
SUBMITTED: SURV. BY:
F.B. NO.



C9

SHEET NO. 15 OF 81



VALVE AND ACCESSORIES SCHEDULE			
NO.	DESCRIPTION	VALVE I.D.	FL (FT)
①	8"x Rotated 90° DI-Bend, MJ	N/A	695.13
②	8"x 45° DI-Bend (Lowering), MJ 8"x 45° DI-Bend (Lowering), MJ	N/A	1: 695.13 2: 691.96
③	24"x 45°+22.5° DI-Bend, MJ	N/A	693.80
④	24"x 45° DI-Bend (Lowering), MJ 24"x 45° DI-Bend (Lowering), MJ	N/A	1: 693.80 2: 689.30

VALVE AND ACCESSORIES SCHEDULE			
NO.	DESCRIPTION	VALVE I.D.	FL (FT)
⑤	24"x 45° DI-Bend (Lowering), MJ 24"x 45° DI-Bend (Lowering), MJ	N/A	1: 689.30 2: 693.80
⑥	24"x 24° DI-Tee, MJ	N/A	693.80
⑦	24" BFV, MJ w/ STD 5' Dia Manhole	BFV-02-002	693.80
⑧	24"x 45° DI-Bend, MJ	N/A	693.80

VALVE AND ACCESSORIES SCHEDULE			
NO.	DESCRIPTION	VALVE I.D.	FL (FT)
⑨	24" DI-Plug, MJ	N/A	693.80
⑩	8"x 45° DI-Bend (Lowering), MJ 8"x 45° DI-Bend (Lowering), MJ	N/A	1: 691.96 2: 695.13

LOT 2, BLOCK
City of Anna
Storage Tank Addition
Vol 2022, Pg 457
P.R.C.C.T.

PROP
4,000,000 GAL
CONC GST No. 2

MATCH LINE ~ SEE SHEET C9

8" PVC-PW Stub-Out
For Future GST Fill Line

8" PVC-PW GST -
Well Fill Line

24" DI-PW GST -
GTUA Fill Line

Drainage Swale -

PIPING NOTES:

1. All pipe to be ductile iron (DI) pipe below ground, polyvinyl chloride (PVC) pipe above ground, or welded steel (WS) pipe above ground unless otherwise noted.

NOTES:

1. The Contractor shall field-verify the locations and depths of all existing utilities prior to commencing any construction activities.
2. The Contractor shall adjust elevations of piping due to field conditions at no additional cost.

A	11/1/2024	ROUTES OF GTUA AND WW FILL LINES REVISED	TWM
NO.	DATE	REVISIONS	APP.

CITY OF ANNA
COLLIN COUNTY, TEXAS

COLLIN PUMP STATION
GROUND STORAGE TANK No. 2

SITE PIPING PLAN
SHEET 4 OF 4



Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093 • 972.488.3880

SCALE: 1"=10' DGN. BY: CCARRINGTON

DATE: NOVEMBER 2024 DWN. BY: FLARRIAGA

JOB NO. 17254-0001-00 DWG. NO. _____
SUBMITTED: _____ SURV. BY: _____

F.B. NO. _____



1-1-2024

10

EET NO. 16 OF 81

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS TO THE CONTRACT WITH RED RIVER CONSTRUCTION FOR THE COLLIN PUMP STATION GROUND STORAGE TANK NO. 2 PROJECT, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$247,000.00) WHICH INCLUDES AN OWNER'S CONTINGENCY OF \$32,294.93; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Collin Pump Station Ground Storage Tank No. 2 is Phase 2 of the project listed as a capital improvement plan in the City of Anna; and,

WHEREAS, the continued growth of the City of Anna requires continuous improvements to the City's public water system, including increased water supply, water storage, resiliency, and redundancy to protect the health, safety, and welfare of the public; and,

WHEREAS, the project is immediately adjacent to an existing Atmos high pressure gas main located in a 50-foot easement; and,

WHEREAS, Atmos has a process for allowing municipal utility facilities within their easements, through an encroachment agreement; and,

WHEREAS, upon further review and discussion, the City and Atmos have mutually agreed that it is in the best interest of long-term safety for both entities for the underground piping to be relocated to locations further away from the Atmos gas main; and,

WHEREAS, the proposed change will not significantly increase the project budget, and will make long-term maintenance of both utilities more feasible.

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

The City Council of the City of Anna, Texas, authorizes the City Manager to execute a change order in the amount of \$247,000 to the existing purchase order, which included an owner contingency of \$32,294.93 for the Collin Pump Station Ground Storage Tank No. 2 project on behalf of the City of Anna, Texas.

The funding for this project shall come from the Water Impact Fee fund.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of November 2024.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibits
(following Pages)



Item No. 5.k.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Christopher Talbot

AGENDA ITEM:

Approve a Resolution Authorizing the Purchase of Networking Equipment for the Anna Community Library. (IT Manager Chris Talbot)

SUMMARY:

This item is to approve the purchase of networking equipment for the Anna Community Library. This equipment is required for telecommunications throughout the building.

FINANCIAL IMPACT:

Funding for the Anna Community Library project was approved by voters in the 2021 Bond Election (Proposition B - Community Library) and was appropriated in the FY2024 Capital Improvement Program budget in the amount of \$22.0 million from General Obligation Bond funds. This resolution approves an amount not to exceed \$150,000 for necessary equipment for the Anna Community Library.

BACKGROUND:

The Anna Community Library will be a technological hub for both neighbors and City staff. Suitable networking equipment is required to allow for such innovation and productivity. Staff will purchase the equipment off of a DIR contract through the vendor CDW-G with a not to exceed amount of \$150,000. Staff will be purchasing some equipment immediately and the remaining equipment at a later date.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Active.

ATTACHMENTS:

1. Resolution Purchasing Library Equipment 2024

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE PURCHASE OF NECESSARY NETWORKING EQUIPMENT FROM CDW GOVERNMENT OF CHICAGO, IL THROUGH TEXAS DIR AGREEMENTS IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

WHEREAS, the Anna Community Library is part of the Community Investment Program construction projects in the City of Anna, Texas, and;

WHEREAS, CDW Government provides the hardware systems that meet many of the City's technology requirements at a reasonable cost through the DIR cooperative purchasing agreements of which the City is a member, and,

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the purchase of networking equipment from CDW Government, and authorizes, ratifies, and approves the City Manager to execute the purchase order.

The Anna Community Library Project's funding shall come from the General Obligation Bond Funds, as adopted in 2021.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of November 2024.

APPROVED:

ATTEST:

Mayor Pete Cain

City Secretary Carrie Land



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on Board Member Appointments to the Board of Adjustment.
(Interview Committee)

SUMMARY:

There were a total of 33 applicants. Two rescheduled, there were three no-shows and six withdrawals. After 22 interviews, the interview committee has nominated these applicants for the following boards:

For Board of Adjustments:

Place 1 - Jon Hendricks
Place 3 - Jeff Petry
Place 5 - Travis Bates
Alternate 1 - David Colegrove
Alternate 2 - Cory Halley

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on Board Member Appointments to the Economic Development Corporation and Community Development Corporation Boards. (Interview Committee)

SUMMARY:

There were a total of 33 applicants. Two rescheduled, there were three no-shows and six withdrawals. After 22 interviews, the interview committee has nominated these applicants for the following boards:

For EDC/CDC:

Place 1 - Dwyke Williams

Place 3 - Ragina Leachman

Place 5 - Noah Nylander

Place 7 - Edward Culham

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on Board Member Appointments to the Neighbor Engagement and Inclusion Advisory Board. (Interview Committee)

SUMMARY:

There were a total of 33 applicants. Two rescheduled, there were three no-shows and six withdrawals. After 22 interviews, the interview committee has nominated these applicants for the following boards:

Neighbor Engagement and Inclusion Advisory Board

Place 1 - Cory Halley
Place 3 - Travis Bates
Place 5 - Susan Easaw
Place 6 - Akingbade Akinfenwa

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on Board Member Appointments to the Parks and Recreation Advisory Board. (Interview Committee)

SUMMARY:

There were a total of 33 applicants. Two rescheduled, there were three no-shows and six withdrawals. After 22 interviews, the interview committee has nominated these applicants for the following boards:

For the Parks Board:

Place 1 - David Colegrove

Place 2 - Nichole Hunt

Place 3 - Allistair Hunte

Place 5 - Rachael Sinagra

Place 7 - Susan Jones

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on Board Member Appointments to the Planning and Zoning Commission. (Interview Committee)

SUMMARY:

There were a total of 33 applicants. Two rescheduled, there were three no-shows and six withdrawals. After 22 interviews, the interview committee has nominated these applicants for the following boards:

For the Planning and Zoning Commission:

Place 1 - Staci Martin

Place 3 - Jessica Walden

Place 5 - Tom Longmire

Place 7 - Ashley Bergerson

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on Votes for Collin Central Appraisal Districts Board of Directors Election. (City Secretary Carrie Land)

SUMMARY:

The City of Anna has 24 votes to cast. All votes may be cast for one candidate or distributed among any number of the candidates listed on the official ballot.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

At the October 8th meeting, Council nominated five people to serve on the Collin CAD Board of Directors; Lisa Biddle, Lee Miller, Sheri Sachs, Robert Hallberg and Darin Hayes. Mr. Hayes declined the nomination.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Res 2024-11- Voting for Collin CAD BOD
2. Official Ballot
3. Res 2024-10-1689 Collin CAD BOD Nominations

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
VOTING FOR A CANDIDATE OR CANDIDATES FOR THE BOARD OF
DIRECTORS FOR ELECTION OF COLLIN CENTRAL APPRAISAL DISTRICT.**

WHEREAS, The City of Anna, Texas has 24 votes to cast in the election of the Board of Directors for the Collin Central Appraisal District; and

WHEREAS, The City Council may vote for 1 to 14 candidates;

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

Section 1. Recitals Incorporated

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

Section 2. The City Council of the City of Anna, Texas votes for the following candidate(s) to the Collin Central Appraisal District Board of Directors:

PASSED by the City Council of the City of Anna, Texas, on this 12th day of November 2024.

APPROVED:

Mayor Pete Cain

ATTEST:

City Secretary Carrie L. Land



Collin Central Appraisal District

October 24, 2024

Carrie Land, City Secretary
Anna City
PO Box 776
Anna, TX 75409

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Land:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. Current Board member.
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. Current Board member.



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: Anna City

NUMBER OF VOTES: 24

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM
BEGINNING JANUARY 1, 2025.

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

October 24, 2024

Carrie Land, City Secretary
Anna City
PO Box 776
Anna, TX 75409

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Land:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: Anna City

NUMBER OF VOTES: 24

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM
BEGINNING JANUARY 1, 2025.

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright, Chief Appraiser

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Collin Central Appraisal District

2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. Current Board member.
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. Current Board member.

RESOLUTION NO. 2024-10-1689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, PLACING IN NOMINATION THE NAMES OF LEE MILLER, ROBERT HALLBERG, SHERI SACHS, AND LISA BIDDLE FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(g) OF THE TEXAS PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna can place in nomination as many as five (5) names to be Directors of the Collin Central Appraisal District; and,

WHEREAS, said nominations must be made in an open meeting and delivered to the Chief Appraiser before October 11, 2024; and,

WHEREAS, the City Council desires for

- Lee Miller, 305 Mimosa, Anna, Texas 75409,
- Robert Hallberg, 1109 Foxtail Drive, Anna, Texas 75409,
- Sheri Sachs, 1316 David Drive, Anna, Texas 75409,
- Lisa Biddle, 121 Sleepy Willow Lane, Anna, Texas 75409, and

to serve on the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City Council places in nomination Lee Miller, Robert Hallberg, Sheri Sachs, and Lisa Biddle.

SECTION 2. The City Council directs the City Secretary to forward a copy of this Resolution to the Collin Central Appraisal District and notify all other appropriate parties of this action.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA,
COLLIN COUNTY, TEXAS, ON THIS THE 8TH DAY OF OCTOBER 2024.



APPROVED:



Mayor Pete Cain

ATTEST:



City Secretary Carrie Land



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 11/12/2024

Staff Contact:

AGENDA ITEM:

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

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS: