

AGENDA
City Council Meeting



Tuesday, May 13, 2025 @ 6:00 PM

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

The City Council of the City of Anna will meet on Tuesday, May 13, 2025 at 6:00 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. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

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

4. Reports.

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

Items of community interest include: expression 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.

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 April 22, 2025. (City Secretary Carrie Land)

- b. Review Minutes of the April 3, 2025, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Director of Economic Development Bernie Parker)
- c. Review Minutes of the March 24, 2025, Neighbor Engagement and Inclusion Advisory Commission Meeting. (Assistant City Manager Taylor Lough)
- d. Approve the Quarterly Investment Report for the period ending March 31, 2025. (Director of Finance Aimee Ferguson)
- e. Approve an Ordinance amending the local fire code permit fee schedule. (Fire Chief, Ray Isom)
- f. Approve a Resolution authorizing the City Manager to execute a project specific agreement with Parkhill for the Police Station Facility Study. (Assistant City Manager Greg Peters, P.E.)
- g. Approve a Resolution authorizing the City Manager to execute a project specific agreement with BRW for the Public Works Facility Study. (Assistant City Manager Greg Peters, P.E.)
- h. Approve a Resolution authorizing the City Manager to execute an Advanced Funding Agreement with the Texas Department of Transportation for a landscaping project at US 75 and FM 455. (Assistant City Manager Greg Peters, P.E.)
- i. Approve a Resolution authorizing the City Manager to execute a contract with Conventions, Sports & Leisure International (CSL) to conduct a market and financial feasibility study related to the potential development of the proposed StarCenter Multisport Complex. (Director of Economic Development Bernie Parker)
- j. Approve a Resolution supporting the City of Anna's application to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Call for projects. (CIP Manager Muhamad Madhat)
- k. Approve a Resolution authorizing the City Manager to execute a purchase order for the construction of an all-weather surface in the equipment yard at the Public Works facility in the City of Anna, Texas. (Director of Public Works Steven Smith)

6. Items For Individual Consideration and Public Hearings.

At the time and place of any public hearing held during this meeting, all persons who desire will have an opportunity to be heard in opposition to or in favor of the ordinance, application, or other proposed item.

- a. Consider/Discuss/Action to approve a Resolution directing Publication of Notice of Intention to Issue up to \$85,500,000 Combination Tax and Revenue Certificates of Obligation to Provide Funds for New Police Station and Wastewater Treatment Plant Expansion Projects; and Resolving other Matters relating to the Subject. (City Manager Ryan Henderson)
- 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)
- c. Conduct a Public Hearing and take testimony pursuant to Section 372.009, Texas local Government Code regarding the advisability of establishing The Landing Public Improvement District within the City of Anna, Texas and ordering

public improvements for the benefit of such District. (Director of Economic Development Bernie Parker)

- d. Consider/Discuss/Action to approve a Resolution Regarding the Creation of the Landing Public Improvement District and Ordering Public Improvements to be made for the Benefit of Such District; Providing for a Severability Clause; Providing an Effective Date; and Containing Other Matters Relating to the Subject. (Director of Economic Development, Bernie Parker)
- e. Consider/Discuss/Action on an Ordinance Canvassing the May 3, 2025, General Election results. (City Secretary Carrie Land)
- f. Consider/Discuss/Action on an Ordinance Ordering a Runoff Election to be held June 7, 2025. (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).
- 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).

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 05/09/2025.

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 an 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. 5.a.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for April 22, 2025. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:

1. 2025-04-22 Work Session Draft Minutes
2. 2025-04-22 Draft Minutes

**City Council Work Session
Meeting Minutes**



Tuesday, April 22, 2025 @ 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 Tuesday, April 22, 2025 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 5:30 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).

- 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). 53rd District Court, Travis County, Texas, Cause No. D-1-GN-23-007785, City of Grand Prairie, et al. v. State of Texas, et al.
Emergency Services District
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or

expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

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

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 5:30 PM.

Mayor Cain reconvened the meeting at 6:00 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 taken.

4. **Adjourn.**

Mayor Cain adjourned the meeting at 6:00 PM.

APPROVED this ____ day of _____, 2025

Mayor Pete Cain

ATTEST:

City Secretary Carrie L. Land



**Regular City Council Meeting
Meeting Minutes**

Tuesday, April 22, 2025 @ 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 Tuesday, April 22, 2025 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 6:02 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.

Mayor Cain led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

No comments given.

4. Reports.

- Mayor Pro Tem Carver spoke of the upcoming Earth Day celebration.
- Council Member Miller spoke about the Dallas Business Journal awards, the Mayor, staff and he attended.

5. **Work Session.**

- a. Proclamation for National Small Business Week, May 4, 2025 through May 10, 2025 (Economic Development Manager Salena Tittle).

Mayor Cain read a Proclamation for National Small Business Week and took photos with local small business owners.

- b. Receive a presentation regarding the proposed Trinity Creek Development. (Director of Development Services Stephanie Scott-Sims)

Ron Ramirez, P.E. gave a presentation on the proposed development. He noted that the property is located on 127 acres, not 327 as noted on the presentation slide. The purpose of the presentation was to receive Council feedback, as they are seeking to enter into a pre-annexation development agreement.

6. **Consent Items.**

MOTION: Council Member Toten moved to approve consent items A – F and pull item G. Council Member Herndon seconded. Motion carried 7-0.

- a. Approve City Council Meeting Minutes for April 8, 2025. (City Secretary Carrie Land)
- b. Review Monthly Financial Report for the Month Ending March 31, 2025. (Budget Manager Terri Doby)
- c. Review Minutes of the March 6, 2025, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Director of Economic Development Bernie Parker)
- d. Approve a Resolution adopting Library Policies. (Neighborhood Services Director Marc Marchand)

The City of Anna is currently constructing the Anna Community Library on the Municipal Campus property in downtown Anna. Construction of the facility is on schedule, and we expect to open the library to the public in the Fall of 2025. This item is for the City Council to adopt operating policies for the library, including collection development, child safety, and general use, as well as library volunteers. These policies will be utilized in the operation of the library, in order to provide clear, consistent services in accordance with the best practices for municipal libraries.

A RESOLUTION OF THE CITY OF ANNA, TEXAS ADOPTING ANNA COMMUNITY LIBRARY OPERATING POLICIES.

- e. Approve a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement Agreement with Jefferson Finley, LLC for the construction of public roadway and water improvements. (City Engineer Wes Lawson, P.E.)

Sharp Street is listed in the City of Anna Master Thoroughfare Plan as a Minor Collector 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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPACT FEE REIMBURSEMENT AGREEMENT WITH JEFFERSON FINLEY, LLC FOR THE DESIGN AND CONSTRUCTION OF PUBLIC ROADWAY AND WATER SYSTEM IMPROVEMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

- f. Approve a Resolution authorizing the City Manager to approve or disapprove a Special Event Permit Application submitted by Lakeview Estates HOA for a Spring community event on Saturday, May 10th, 2025, at Baldwin Park. (Neighborhood Services Assistant Director Jeff Freeth)

Free Renee Russell-Louviere of the Lakeview Estates HOA submitted a Special Event Permit Application on April 1, 2025, to seek approval for a Spring community event on Saturday, May 10, 2025, at Baldwin Park. The application was reviewed by staff at the Interdepartmental Event Logistics Meeting on Wednesday, April 16. The application was also reviewed by the Parks Advisory Board on Monday, April 21, 2025.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO APPROVE OR DISAPPROVE THE SPECIAL EVENT PERMIT APPLICATION FROM LAKEVIEW ESTATES HOA FOR A SPRING COMMUNITY EVENT ON SATURDAY, MAY 10TH, 2025, AT BALDWIN PARK.

- g. Approve a Resolution authorizing the City Manager to approve or disapprove a Special Event Permit Application submitted by Mission Men of Anna for a car show on Saturday, May 10th, 2025 at the City of Anna Municipal Complex (Neighborhood Services Assistant Director Jeff Freeth).

Kevin Toten of the Mission Men of Anna submitted a Special Event Permit Application on April 1, 2025, to seek approval for a car show on Saturday, May 10, 2025, at the City of Anna Municipal Complex. The application was reviewed by staff at the Interdepartmental Event Logistics Meeting on Wednesday, April 16. The application was also reviewed by the Parks Advisory Board on Monday, April 21st.

MOTION: Mayor Pro Tem Carver moved to approve. Council Member Baker seconded. Motion carried 5-2. Mayor Cain and Council Member Toten abstained.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO APPROVE OR DISAPPROVE THE SPECIAL EVENT PERMIT APPLICATION FROM MISSION MEN OF ANNA FOR A CAR SHOW ON SATURDAY, MA 10TH, 2025 AT THE CITY OF ANNA MUNICIPAL COMPLEX.

7. Items For Individual Consideration.

- a. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone four lots on 2.5± acres at the southeast corner of S. Powell Parkway and W. Seventh Street from Local Commercial (C-1) and Single-Family Residential (SF-1)/Single-Family Residential (SF-7.2) to Downtown – (DT). (ZONE 25-0001). Owner: Anna Community Development Corporation (Director of Development Services - Stephanie Scott-Sims)

The owner is proposing to rezone the property from Local Commercial (C-1) and Single-Family Residential (SF-1)/Single-Family Residential (SF-7.2) to Downtown – (DT).

Surrounding Land Use and Zoning

Direction	Land Use	Zoning	Comprehensive Plan: Downtown Downtown Master Plan Designation
North	Civic Center (Anna Municipal Complex)	PD/CBRD (Ord. No. 1064-2023-07)	Civic/Institutional
East	Three single-family dwellings, detached on three lots	SF-1	Catalyst Area & Adaptive Reuse/Infill
South	One single-family dwelling, detached on one lot	SF-1	Catalyst Area
West	Three single-family dwellings, detached on three lots and vacant commercial building on one lot	C-1 & PD/C-1 (Ord. No. 542-2011)	Adaptive Reuse/Infill

Future Land Use Plan

The Anna 2050 Downtown Master Plan divides the Downtown area into two distinct sub-areas – the Downtown Core and the Downtown Neighborhood. The

boundaries of these areas reflect differences in the key attributes and potential future uses in each area.

According to the Plan, the Downtown Core is bounded by FM455/White Street on the south, Slayter Creek on the west, Hackberry Lane on the north and Easton Street and East Hackberry Lane on the east and is envisioned as the heart of the community, with the potential for outdoor recreation and entertainment, local boutiques and shops and restaurants. The property in question is located within the Downtown Core subarea.

The Downtown Neighborhood area surrounds the Downtown Core and is characterized by a different development pattern, with larger block sizes containing single-family residences and undeveloped land. This area feeds into the Core and provides the largest catalytic sites for Downtown development with the potential for mixed uses and urban living. The Downtown Neighborhood area is intended to provide a transition from the Downtown Core to the rest of the community.

Downtown Development Character Areas

Within the Downtown Core and Downtown Neighborhood subareas, the Plan identifies future development patterns through five distinctive Character Areas: (1) Retail Center, (2) Catalyst Areas, (3) Adaptive Reuse/Infill, (4) Intown Residential, and (5) Transitional Development.

The property in question is identified as having the potential for Catalyst Area development. Catalyst Areas are key areas in Downtown identified for their size and potential to spur activity, contribute to the urban fabric and to serve as a unique Downtown anchor.

The property is owned by the Anna Community Development Corporation and will be used to attract commercial development opportunities to the Downtown in conformance with the Catalyst Area designation. Additionally, this request is in conformance with Action 9.1 of the Comprehensive Plan and Downtown Master Plan which calls for city-initiated rezoning of downtown properties.

Mayor Cain opened the public hearing at 6:58 PM.

There were no comments.

Mayor Cain closed the public hearing at 6:58 PM.

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

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.

(Property rezoned under this ordinance is located at the southeast corner of S. Powell Parkway and W. Seventh Street)

- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance of the City of Anna, Texas amending Article 9.07 (Tree Preservation) of the Anna City Code of Ordinances. (Assistant City Manager Greg Peters, P.E.).

At the November 12, 2024 City Council Meeting, the City Council directed the City Manager to review the list of quality trees in the City of Anna Code of Ordinances and make changes to address concerns regarding the types of trees installed in new development projects. City staff worked with representatives of the Texas A&M Forestry Service to review our list of quality trees and seek opportunities to improve tree selection and tree diversity in our community.

Based on the discussion and recommendations provided by the Forestry Service staff, the attached ordinance has been prepared for review and consideration by the Planning & Zoning Commission and the City Council.

The proposed changes include:

- Remove Ash trees from the quality tree list due to the Emerald Ash Borer parasite becoming more prevalent in Collin County. This invasive species is difficult to control, and kills ash trees within 2-5 years of infestation.
- Add language to highly encourage developers to select a range of quality trees to plant in new developments, to increase plant diversity and reduce tree monotony.
- Minor tree name changes to match Texas A&M Agriculture Extension terminology, which will improve clarity during the preparation and review of landscape plans.

The proposed changes are intended to improve our existing tree ordinances based on the recommendations of forestry professionals.

Mayor Cain opened the public hearing at 7:04 PM.

There were no comments.

Mayor Cain closed the public hearing at 7:04 PM.

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

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING APPENDIX 1 TO CHAPTER 9, ARTICLE 7 "TREE PRESERVATION" OF THE ANNA CITY CODE OF ORDINANCES REGARDING APPROVED QUALITY TREES; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION OF THE CAPTION HEREOF AND AN EFFECTIVE DATE.

- c. Consider/Discuss/Action on a Resolution for the Purchase of ± 44.73 Acres from Ann Warren Hayslett for \$8,000,000. (Assistant City Manager Greg Peters, P.E.)

At the August 13, 2024, City Council Meeting, the City Council adopted a resolution authorizing the issuance and sale of up to \$25,000,000 combination tax and revenue certificates of obligation. Ten million of that total was marked for the acquisition of land for a future police station and public works service center. The City has negotiated with Ann Warren Hayslett for the purchase of 44.73 acres of Highway 5 and adjacent to County Road 423. The land will be used for a future police station and public safety facilities. As the city continues to grow, it is vital for the expansion of our critical services. The land being purchased will allow the City to expand its police department and public safety operations to meet the needs of neighbors.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE PURCHASE OF 44.73 ACRES FROM ANN WARREN HAYSLETT FOR \$8,000,000.

- d. Consider/Discuss/Action on a Resolution Adopting a Legislative Agenda for the 89th Session of the Texas Legislature to include Special Called Sessions and the Interim (Assistant City Manager Taylor Lough)

The City Council has identified key legislative positions that are in the best interest of the City of Anna and its community, which should be communicated to the Texas Legislature.

The Anna City Council encourages members of the 89th Texas Legislature to:

1. Preserve Local Authority: Advocate against state preemption of municipal powers to ensure decisions reflect local community needs.
2. Enhance Public Safety: Seek funding and legislative support for law enforcement resources, emergency response capabilities, and community policing initiatives.
3. Invest in Infrastructure: Prioritize funding for transportation improvements, water and sewer systems, and other critical infrastructure to support growth and development.
4. Promote Economic Development: Support policies and programs that attract businesses, foster entrepreneurship, and expand the local economy.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS ADOPTING A LEGISLATIVE AGENDA FOR THE 89TH SESSION OF THE TEXAS LEGISLATURE TO INCLUDE SPECIAL CALLED SESSIONS OF THE 89TH LEGISLATURE AND THE INTERIM.

8. **Closed Session (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).53rd District Court, Travis County, Texas, Cause No. D-1-GN-23-007785, City of Grand Prairie, et al. v. State of Texas, et al. Emergency Services District
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

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

Mayor Cain recessed the meeting at 7:23 PM.

Mayor Cain reconvened the meeting at 8:38 PM.

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

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

No action taken.

10. **Adjourn.**

Mayor Cain adjourned the meeting at 8:38 PM.

APPROVED this _____ day of _____, 2025

Mayor Pete Cain

ATTEST:

City Secretary Carrie L. Land



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Bernie Parker

AGENDA ITEM:

Review Minutes of the April 3, 2025, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Director of Economic Development Bernie Parker)

SUMMARY:

This item is for Council to review meeting minutes from the April 3, 2025, CDC/EDC Joint Board Meeting.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

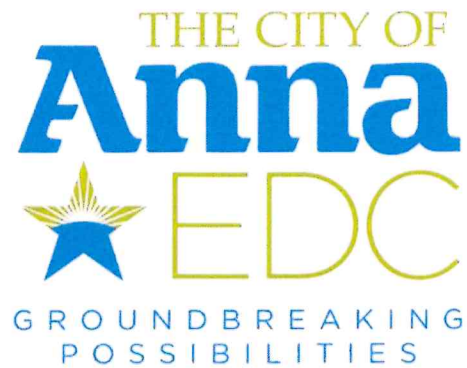
The CDC/EDC Board met on April 3, 2025, for their monthly Joint Board Meeting.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. April 3_2025 CDC EDC Joint Meeting Minutes (Signed)



**Anna Community Development Corporation and
Anna Economic Development Corporation Meeting Minutes**

Thursday, April 3, 2025 @ 6:00 PM

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting at 6:00 PM on Thursday, April 3, 2025, at the Anna Municipal Complex in City Council Chambers, located at 120 W. 7th Street, Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: [Agenda and Minutes](#)

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

*The meeting was called to order by Board Vice-President Manny Singh at **6:02 PM**.*

Members Present:

Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Noah Nylander
Board Member Regina Leachman
Board Member Rocio Gonzalez

Others Present:

Director of Economic Development Bernie Parker
Assistant Director of Economic Development Natasha Roach
Economic Development Manager Salena Tittle
City Attorney Clark McCoy
Council Member Kelly Patterson-Herndon

Absent:

Board President Bruce Norwood
Board Member Edward Culham

2. **Invocation and Pledge of Allegiance.**

Board Secretary Dwyke Williams led the Invocation and Pledge of Allegiance.

3. **Neighbor Comments.**

Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.

There were none.

4. **Consent Agenda.**

- a. Approve minutes from the March 6, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

MOTION: Board Member Dwyke Williams made a motion on behalf of the CDC to approve Consent Agenda Item 4a. Board Member Noah Nylander seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

- b. Approve minutes from the March 6, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

MOTION: Board Member Regina Leachman made a motion on behalf of the EDC to approve Consent Agenda Item 4b. Board Member Dwyke Williams seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

5. **Individual Consideration.**

There were none.

6. **Director's Report.**

- a. Strategic Plan Update

Director of Economic Development, Bernie Parker, gave a brief overview of the highlights for the month of March. Those highlights included: Realtor Event, DCEO Awards, Greater Anna Chamber of Commerce Awards Banquet, Coffee & Connections, Anna ISD High School Career Fair, SizeUp Webinar, Chick-fil-A Re-Grand Opening & Ribbon Cutting.

No Action Taken

b. Financial Report / Sales Tax Update

Director of Economic Development, Bernie Parker, presented the Board with updated information on increased sales tax for the month of January 2025, which is up approximately 20% from the previous year.

No Action Taken

c. Event Updates / Upcoming Events / Reminders

Economic Development Manager, Salena Tittle, provided the Board with a couple of reminders: the Mandatory Economic Development 101 Training slated for May 22nd, the Home Depot Grand Opening and Neighborhood Night on April 23rd, Collin McKinney Day on Saturday, April 12th, and shared the April Groundbreaking Newsletter with the Board and reminded them to like, follow, and share the EDC's social media pages in order to continue getting updated information to our local businesses and neighbors.

No Action Taken

7. Closed Session.

MOTION: Board Member Dwyke Williams made a motion to enter into closed session. Board Vice-President Manny Singh seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:16 PM.

- a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.
- b. Deliberate regarding the purchase, exchange, lease or value of real property.

(Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.

- c. Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or, (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).
- d. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087); potential retail and medical projects.

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

*Board Vice-President Manny Singh called the CDC/EDC Board Meeting back into open session at **6:51 PM**.*

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

There were none.

10. **Adjourn.**

*Board Vice-President Manny Singh adjourned the meeting at **6:52 PM**.*

Approved on the 1st day of May, 2025.

APPROVED:



Manny Singh
Vice-President of CDC/EDC

ATTESTED:



Dwyke Williams
Secretary of CDC/EDC



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025

Staff Contact:

AGENDA ITEM:

Review Minutes of the March 24, 2025, Neighbor Engagement and Inclusion Advisory Commission Meeting. (Assistant City Manager Taylor Lough)

SUMMARY:

The Neighbor Engagement and Inclusion Advisory Commission met on Monday, March 24, 2025. The minutes are within for Council's review.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Anna Neighbor Engagement and Inclusion Advisory Commission advises the City Council of community dialog to ensure all neighbors are seen, heard, acknowledged, and celebrated by fostering connections among diverse groups with the city government.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. March 2025 Minutes Signed

**Neighbor Engagement and Inclusion Advisory
Commission
Meeting Minutes**



Monday, March 24, 2025 @ 6:00 PM

Anna Municipal Complex – Council Chambers

120 W. 7th Street, Anna, Texas 75409

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

Chairperson Theresa King-Bell called the meeting to order at 6:01 p.m. and established quorum.

Commission Members Present:

Chairperson Theresa King-Bell

Vice Chairperson Elijah Nelms

Commission Member Jodi Foster

Commission Member Travis Bates

Commission Member Akingbade Akinfenwa

Commission Member Susan Easaw

Commission Members Absent:

None

Others in Attendance:

Council Member Lee Miller

Assistant City Manager Taylor Lough

Assistant Director of Neighborhood Services Jeff Freeth

Recreation Coordinator Tristan Pierce

2. Invocation and Pledge of Allegiance.

Commission Member Travis Bates provided an invocation. Commission Member Susan Easaw led the Pledge of Allegiance.

3. Neighbor's Input.

Mike Olivarez of 109 Curt Street shared information about the American Legion post. The post has been in Anna for 13 years and has 67 members. The Legion

participates in the Veterans Day Parade, which was operated by the Greater Anna Chamber of Commerce. Wednesday, April 23rd the Legion will lead the flag ceremony for the Home Depot Grand Opening. The Legion also raises the flag for the start of the home football games.

Jim Henderson of 2401 Hillside Drive shared the nonprofit organization Sleep in Heavenly Peace would be building twin and bunk beds Saturday, March 29th and Saturday, April 26th at First United Methodist in Melissa. Texas Roadhouse is hosting a fundraiser on Wednesday, March 26 for the organization.

Andrew Michrina of 902 Fulbourne Drive shared he has concerns about the lack of amenities in parks for seniors with disabilities.

4. Reports

- a. Receive a presentation on special events and recreational programming.

Jeff Freeth and Tristan Pierce provided a presentation about youth sports, adult 50+, pop-up recreation and special event programs. Information about events and programs is shared on the city's website, in the Neighbor Notes newsletter and the quarterly Recreation Guide.

- b. Events and Programs Update.

Taylor Lough gave a recap of programs and events that occurred citywide in February and March and are planned for the next few months. She also reviewed the Commission's work plan and upcoming Commission meeting dates.

5. Items for Individual Consideration

- a. Consider, Discuss, Act approving the minutes from the February 24, 2025, Neighbor Engagement and Inclusion Advisory Commission Meeting.

MOTION: Commission Member Susan Easaw moved to approve the minutes of the February 24, 2025, Neighbor Engagement and Inclusion Advisory Commission Meeting. Commission Member Jodi Foster seconded. Motion passed 6-0.

6. Future Consideration

- a. Discuss ideas and advise the City Council on how to acknowledge and celebrate gay citizens (Jodi Foster)

MOTION: Commission Member Jodi Foster moved to place this item on a future Neighbor Engagement and Inclusion Advisory Commission Meeting. Vice Chairperson Elijah Nelms seconded. Motion passed 6-0.

- b. Advise the City Council to change the Commission name back to Diversity and Inclusion Advisory Commission (Jodi Foster)

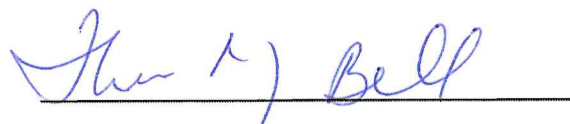
MOTION: Commission Member Jodi Foster moved to place this item on a future Neighbor Engagement and Inclusion Advisory Commission Meeting. Chairperson Theresa King-Bell seconded. Motion passed 6-0.

7. Adjourn.

Chairperson Theresa King-Bell adjourned the meeting at 7:22 p.m.

Approved on the 28th day of April 2025.


Staff Liaison Taylor Lough


Chairperson Theresa King-Bell



Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Aimee Ferguson

AGENDA ITEM:

Approve the Quarterly Investment Report for the period ending March 31, 2025.
(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 4.76%. Total cash and investments decreased \$9.6 million for the quarter. This decrease is due to payments made for capital bond projects.

FINANCIAL IMPACT:

Interest income for the quarter ending March 31, 2025, equaled to \$2.38 million. Overall, interest income for the fiscal year to date is \$4.80 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, Texas CLASS, and TexPool. The city works 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 supporth the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. 2nd Quarter - 03.31.2025



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2025

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.

A blue ink signature of the City Manager, appearing to be "A. H. H.", written over a horizontal line.

City Manager

5/6/25

A blue ink signature of the Assistant City Manager, appearing to be "Taylor Fagan", written over a horizontal line.

Assistant City Manager

5/6/2025

A blue ink signature of the Director of Finance, appearing to be "Lance Dyer", written over a horizontal line.

Director of Finance

05/02/2025

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.

Summary

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	December 31, 2024		Ave. Yield	March 31, 2025	
		Book Value	Market Value		Book Value	Market Value
Bank DDA/MMA	4.72%	\$ 75,247,761	\$ 75,247,761	4.59%	\$ 107,623,964	\$ 107,623,964
LGIPs	5.13%	53,744,499	53,744,499	4.33%	75,173,925	75,173,925
Securities/CDs	5.26%	69,465,333	69,465,333	5.04%	6,077,028	6,077,028
Totals	5.02%	\$ 198,457,594	\$ 198,457,594	4.50%	\$ 188,874,917	\$ 188,874,917

Average Yield - Current Quarter (1)

Total Portfolio	4.50%
Rolling Three Month Treasury	4.34%
Rolling Six Month Treasury	4.34%
Quarterly TexPool Yield	4.33%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.76%
Rolling Three Month Treasury	4.45%
Rolling Six Month Treasury	4.49%
Quarterly TexPool Yield	4.45%

Interest Income (Approximate)

Quarterly Interest Income	\$ 2,380,500
Year-to-date Interest Income	\$ 4,803,100

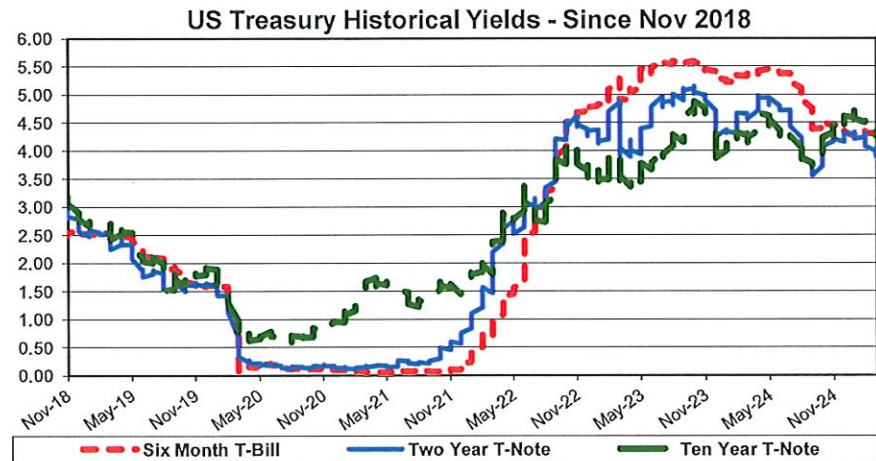
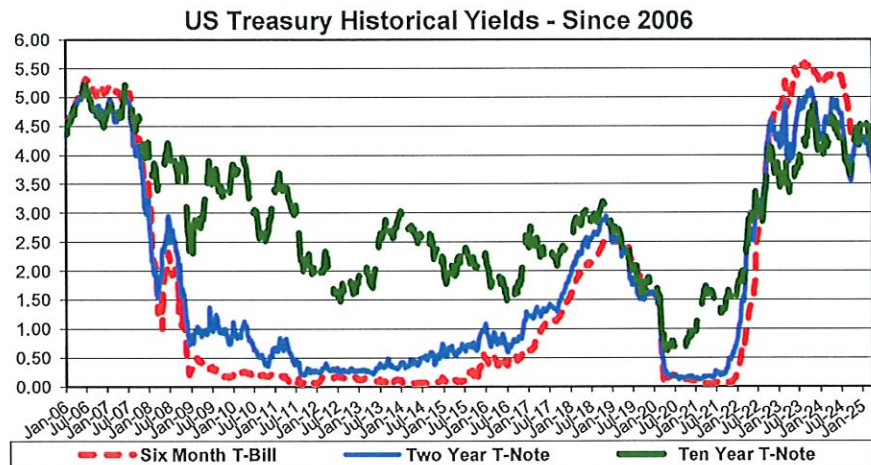
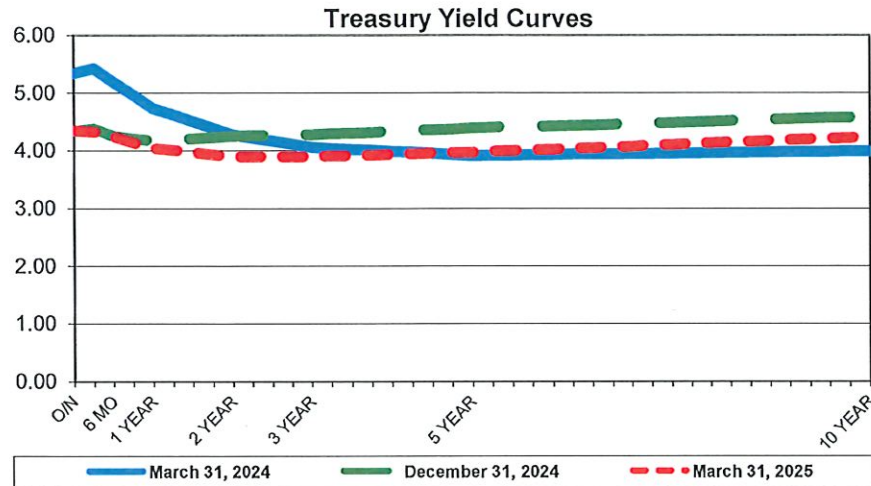
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool and money market balances.

(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

3/31/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates at four 0.25% cuts projected during 2025. March Non-Farm Payroll increased to +228k new jobs, but the Three Month Rolling Average decreased to +152k (from the previous +200k). Fourth Quarter 2024 final GDP ticked up to +2.4% with 2.8% expansion for all of 2024. The S&P 500 Stock Index dipped +/-3% in March to under 5,600. The yield curve flattened with a slight checkmark shape. Crude Oil bounced +/- \$70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.1%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.



Investment Holdings

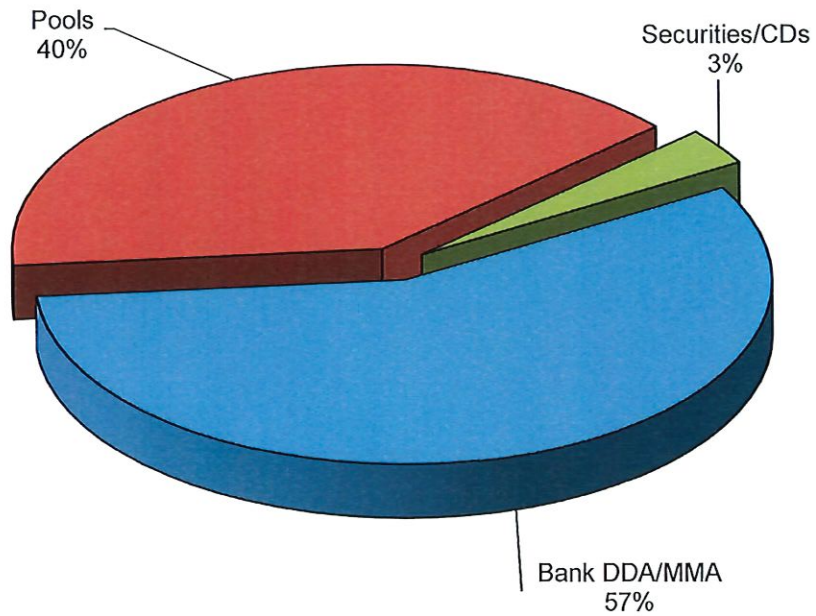
March 31, 2025

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Independent Financial Bank MMA		4.59%	04/01/25	03/31/25	\$107,623,964	\$107,623,964	1.000	\$107,623,964	1	4.59%
TexPool LGIP	AAAm	4.33%	04/01/25	03/31/25	75,173,925	75,173,925	1.000	75,173,925	1	4.33%
Independent Financial CD		5.15%	09/24/25	09/24/24	958,630	958,630	100.00	958,630	177	5.25%
Independent Financial CD		4.91%	09/24/25	09/24/24	5,118,398	5,118,398	100.00	5,118,398	177	5.00%
					<u>\$188,874,917</u>	<u>\$ 188,874,917</u>		<u>\$188,874,917</u>	<u>7</u>	<u>4.50%</u>
									(1)	(2)

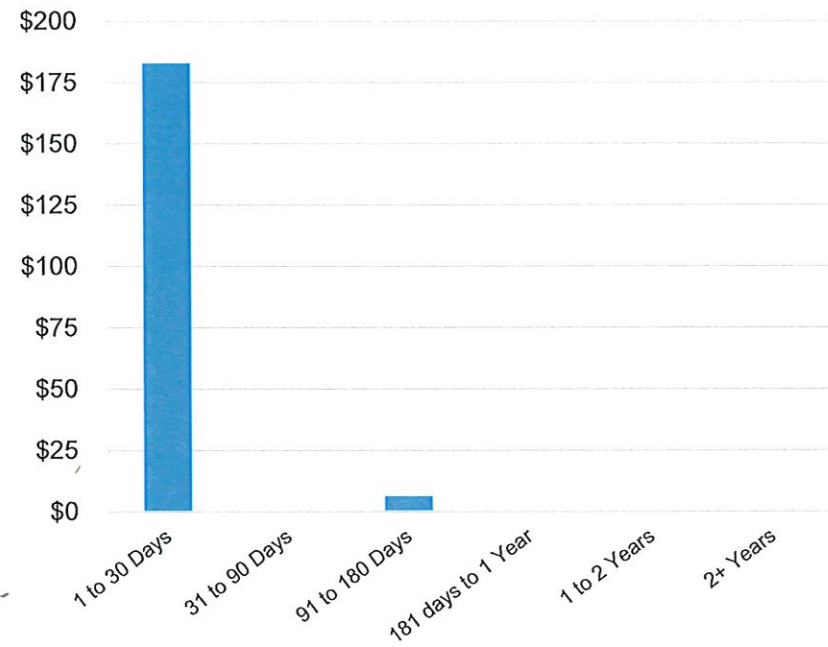
(1) **Weighted average life** - For purposes of calculating weighted average life, pool and bank account investments are assumed to have a one day maturity.

(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 12/31/24	Increases	Decreases	Book Value 03/31/25	Market Value 12/31/24	Change in Market Value	Market Value 03/31/25
Independent Financial Bank MMA	4.59%	04/01/25	\$ 75,247,761	\$ 32,376,203	\$ —	\$ 107,623,964	\$ 75,247,761	\$ 32,376,203	\$ 107,623,964
TexPool LGIP	4.33%	04/01/25	50,896,388	24,277,538	—	75,173,925	50,896,388	24,277,538	75,173,925
TexasCLASS LGIP	4.25%	04/01/25	2,848,111	—	(2,848,111)	—	2,848,111	(2,848,111)	—
Independent Financial CD	5.47%	03/18/25	26,023,240	—	(26,023,240)	—	26,023,240	(26,023,240)	—
Independent Financial CD	5.15%	03/24/25	5,058,110	—	(5,058,110)	—	5,058,110	(5,058,110)	—
Independent Financial CD	5.15%	03/24/25	10,124,521	—	(10,124,521)	—	10,124,521	(10,124,521)	—
Independent Financial CD	5.15%	03/24/25	7,081,353	—	(7,081,353)	—	7,081,353	(7,081,353)	—
Independent Financial CD	5.15%	03/24/25	15,174,329	—	(15,174,329)	—	15,174,329	(15,174,329)	—
Independent Financial CD	5.25%	09/24/25	946,609	12,021	—	958,630	946,609	12,021	958,630
Independent Financial CD	5.00%	09/24/25	5,057,171	61,226	—	5,118,398	5,057,171	61,226	5,118,398
TOTAL / AVERAGE	4.50%		\$ 198,457,594	\$ 56,726,987	\$ (66,309,664)	\$ 188,874,917	\$ 198,457,594	\$ (9,582,676)	\$ 188,874,917

Cash & Investments by Fund

Description	12/31/24	03/31/25	Change
CDC/EDC Funds	\$ 19,018,418	\$ 19,803,472	\$ 785,054
General/Utility Funds	69,991,064	76,603,582	6,612,518
Debt Service Funds	966,787	2,472,097	1,505,309
General Bond Funds	49,461,533	48,366,107	(1,095,426)
Water/Sewer Bond Funds	52,575,541	36,467,646	(16,107,894)
Anna HFC/PFC	3,596,140	5,162,013	1,565,874
ARPA/SLFRF Funds	2,848,111	—	(2,848,111)
TOTALS	198,457,594	188,874,917	\$ (9,582,676)



Item No. 5.e.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Ray Isom

AGENDA ITEM:

Approve an Ordinance amending the local fire code permit fee schedule. (Fire Chief, Ray Isom)

SUMMARY:

This item updates the current permit fee schedule contained in the local fire code ordinances which contains local amendments and North Central Texas Council of Governments (NCTCOG) Amendments to the International Fire Code, 2015 edition. The permit fee schedule is contained in Article 6.02, Appendix 1., Section 105, Table 105.8.1 and Table 105.8.2.

FINANCIAL IMPACT:

Updating the current permit fee schedule will bring these fees closer to covering the costs of providing services. Fire permit fees generated approximately \$40,000 in FY2024.

BACKGROUND:

Permit fees cover hourly employee expenses for plan review, consultation, and field inspections and on occasion, must be updated. Existing costs are based upon a 2025 survey conducted by the Anna Fire Rescue's Fire Prevention Division and should be adjusted to conform with the most recent market study and increased employee salaries. These permit fees were last updated in August of 2021. Comparison cities include McKinney, Princeton, Melissa, Prosper, and Celina. The fee table contained within the fire code reflects updated costs based upon the most recent survey as well as projected costs moving forward.

STRATEGIC CONNECTIONS:

Safe

ATTACHMENTS:

1. IFC 2015 Fee table update Ord C03029D20250507DO1

**CITY OF ANNA, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ATTACHMENT 1 (IFC 2015 AMENDMENTS), SECTION 105.8.1 (CONSTRUCTION PERMIT FEES) AND TABLE 105.8.1 THERETO AND TABLE 105.8.2 (CONSTRUCTION/PERMIT RE-INSPECTION FEES/AFTER HOURS INSPECTION FEES; INSPECTION OF EXISTING PREMISES) BY ADOPTING LOCAL AMENDMENTS TO THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing fees for fire-protection-related services, including but not limited to Ord. 928-2021, adopted on August 10, 2021, which by local amendment to the 2015 International Fire Code ("IFC") set the current fee levels for a variety of such services; and

WHEREAS, the City's emergency and non-emergency services response activity to incidents continues to increase each year and requirements involving equipment and training and to provide emergency services create additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, relying solely on real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizens to update its local amendments to the 2015 IFC with revised fee levels amend sections of Appendix A (Fee Schedule) of The Anna City Code of Ordinances ("Anna Code") by updating its fees related to fire emergency response and related services, and to make companion amendments relating to fees in other provisions;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendments to Chapter 6 (Fire Prevention and Protection).

Section 6.02.002 (City's local amendments) within Article 6.02 (Fire Code) of the Anna Code, Chapter 6 (Fire Prevention and Protection) is hereby amended by updating the attachment to Chapter 6 by repealing the City's local amendments to Section 105.8.1,

Section 105.8.2, and Section 105.8.3 in their entirety, along with the companion Table 105.8.1 and Table 105.8.2, and replacing those provisions with the provisions set forth below:

INTERNATIONAL FIRE CODE AMENDMENTS

6 Attachment 1

City of Anna

2015 International Fire Code Amendments

[. . .]

Section 105.8.1 Construction Permit Fees. Permit fees for all new installation of, or modification to, automatic fire extinguishing systems, automatic detection systems, automatic fire command and control systems, and all fire and life safety related equipment and activities shall be in accordance with Table 105.8.1, below.

Table 105.8.1

Fire Alarm System	New (\$350.00 plus an additional \$50.00 per floor) Alter Existing (\$200.00)*
Fire Suppression Sprinkler System	New (\$400.00 per system riser) Alter Existing (\$200.00)* 13D System (\$100.00)
Operational Permits	Aerosol Products (\$175.00) High-Rack / High-Piled Storage (\$200.00) Hazardous Materials (\$200.00) Other (\$150.00)
Operational/Special Event Permits (per event)	Fireworks/Pyrotechnic (1.3G to 1.1G) (\$450.00) Fireworks/Pyrotechnic (1.4G and 1.4S) (\$300.00) Mobile Food Service / Food Truck (\$120.00 per vehicle or service site)

	<i>{maximum 12-month permit, non-prorated}</i> Amusement Rides (\$120.00 per ride) Tent/Membrane Structure (\$100.00 per tent) <i>{greater than 400 sq. feet individual or aggregate}</i>
Underground Fire Main	New (\$250.00) Alter Existing (\$150.00)*
Access Control System	New (\$250.00) Alter Existing (\$150.00)
Fire Department Gate Access System	New (\$250.00) Alter Existing (\$150.00)
Remote FDC	New (\$250.00) Alter Existing (\$150.00)*
Special Applications	Emergency Generator (\$150.00) Other (\$100.00)
Fire Sprinkler Monitoring System	New (\$200.00) Alter Existing (\$100.00)*
Tanks	Underground (UST) (\$200.00) Above Ground (AST) (\$200.00)
Fire Pump	New (\$300.00) Replace Existing (\$150.00)
Standpipe System	New (\$200.00) Alter Existing (\$100.00)*
Industrial Oven	New (\$150.00) Replace Existing (\$100.00)
Cryogenics	New (\$150.00) Alter Existing (\$100.00)

Clean Agent System	New (\$175.00) Alter Existing (\$125.00)*
Fuel Dispensing System	New (\$400.00) Alter Existing (\$250.00)
Special Hazard Fire System	Paint Booth (\$175.00) Battery / Solar Photovoltaic (\$100.00)
Fire Lane	New (\$150.00) Alter Existing (\$75.00)
Compressed Gasses	New (\$150.00) Alter Existing (\$100.00)
Commercial Cooking (Kitchen) Hood System	New (\$250.00) Alter Existing (\$125.00)*
Special Applications	Smoke Control / Exhaust System (\$200.00) Two-Way Communication System; Emergency Responder Radio Coverage (\$150.00)

*Minor modifications to fire protection equipment do not require permit submittal or fee payment, however, a scope of work letter shall be submitted. This includes alterations/modifications to the following: System Risers, Less Than 10 Sprinkler Heads, or Less Than 10 Horn/Strobe Notification Devices. Contractors conducting general maintenance or similar services shall install a white service tag indicating the location (i.e. Suite #) and scope of work (i.e. "Added horn/strobe"). Construction permits shall expire 180 days from the date of issuance. Operational permits shall remain in effect for such period of time as specified in the permit.

Section 105.8.2 Other Permit Fees. Permit fees for all other regulatory storage/handling, equipment use, or process, shall be assessed a fee as established by the City of Anna and/or the Anna Fire Department's fee schedule.

Section 105.8.3 Construction/Permit Re-Inspection Fees/After Hours Inspection Fees. In the event the first inspection or subsequent re-inspections on any permitted work fails to comply with this code or after-hours inspections are requested, fees as shown in Table 105.8.2 shall be paid by the permit

holder. After-hours inspection requests must be received at least three (3) business days in advance of requested inspection and be approved prior to inspector assignment. All after-hours inspection requests are subject to inspector availability. All fees shall be paid prior to scheduling any re-inspections or after-hours inspections.

Table 105.8.2

First scheduled inspection (During Normal Business Hours)	No charge
1 st re-inspection	\$125.00 per inspection
2 nd re-inspection	\$175.00 per inspection
3 rd and subsequent re-inspections	\$250.00 per inspection
After-Hours Inspections (Before 8 AM or After 5 PM – Monday through Friday; All hours on Weekends)	\$175.00 per hour with a 2-hour minimum charge

Section 3. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 4. Penalty

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed the lesser of \$2,000 or the highest amount allowed by applicable law for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

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

This ordinance shall be effective upon its passage by the City Council and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this ____ day of ____ 2025.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Pete Cain, Mayor



Item No. 5.f.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a project specific agreement with Parkhill for the Police Station Facility Study. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is related to the facility study needed for a future police station.

FINANCIAL IMPACT:

Funding for the facility study project was appropriated in the FY2025 Community Investment Program budget in the amount of \$150,000 from the Public Improvement District (PID) Funds. The estimated cost of this study is \$90,000.

BACKGROUND:

In April, the City Council authorized the City Manager to enter into a master service agreement with Parkhill for feasibility and facility studies. Staff has begun working with the consultant to develop a scope and fee proposal for the study needed for the future police station. This item is to approve the proposal specifically for the police study.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. RES. WITH PSPO AND PROPOSAL - Parkhill - Police Study

**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PARKHILL, INCORPORATED FOR THE POLICE STATION FACILITY STUDY IN AN AMOUNT NOT TO EXCEED NINETY THOUSAND DOLLARS (\$90,000), IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a growing community with changing needs for public facilities; and,

WHEREAS, a future Police Station facility is a capital project identified in the City of Anna Capital Improvement Plan; and,

WHEREAS, Parkhill, Incorporated was selected in the City of Anna's Facility Study Request for Qualifications process as a qualified firm to complete feasibility and facility studies for the City; and,

WHEREAS, the City is seeking to contract with Parkhill, Incorporated for professional services pertaining to the Police Station Facility Study Project; and,

WHEREAS, the services provided by Parkhill, Incorporated will be funded through PID Funds; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

- A. That the funding for the project shall come from PID Funds in an amount not to exceed \$90,000.
- B. That the City Council hereby approves entering into and authorizes the City Manager to execute a project specific purchase order with Parkhill, Incorporated for the Police Station Facility Study as shown in Exhibit A, attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor Pete Cain

EXHIBIT "A"

Professional Service Project Order Agreement

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

MASTER PSA CATEGORY: Feasibility & Facility Studies

ANNA PROJECT CODE: F-2025-01

FIRM NAME Parkhill, Incorporated

Project Name: Police Station Facility Study

Consultant Project #: TBD

Of Consecutive Business Days to Complete Project: 90

Original Project Fee: \$90,000

OWNER OPTIONAL INFORMATION:

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

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
	Email to: City of Anna Accounts Payable: accountspayable@annatexas.gov Attn: Joanna Golleher: jgolleher@annatexas.gov 120 W. 7 th St. Anna, TX 75409
Invoice Mailing Instructions:	Include work order number, PO number, billing period, and project name.

Documents:

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

a. Master Agreement for Professional Services effective July 27th, 2021

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

Scope of Services (describe in detail): Facility study for a new police station on SH 5.

Schedule of Work and Completion Deadline(s): TBD

Acceptance:

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

CITY OF ANNA, TEXAS

FIRM:

Signature

Signature

Ryan Henderson - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

April 28, 2025

Greg Peters, PE
Assistant City Manager
City of Anna
120 West 7th Street
Anna, TX 75409

RE: Proposal for Professional Services
Anna Police Facility Study
120 West 7th Street, Anna, TX 75409

Dear Mr. Peters:

Parkhill (A/E) is pleased to have the opportunity to provide this proposal for Architectural/Engineering services to City of Anna (CLIENT) for the Anna Police Facility Study (Project). This proposal is for services to be performed under our Master Services Agreement (Agreement).

PROJECT DESCRIPTION

The Project consists of a facility needs assessment and master plan study for a new Police Headquarters. The preliminary program for the new headquarters includes standard and customary administrative offices and support for law enforcement functions as well as future expansion for communications and dispatch, an emergency operations center, and detention. The study will evaluate existing conditions, determine future space requirements, and recommend a proposed conceptual design with potential costs. The extents of the proposed Site, located near the intersection of SH 5 and CR 423, are illustrated in [Exhibit B](#).

SCOPE OF SERVICES

A/E proposes to provide services for the Project as detailed in [Exhibit A](#).

SCHEDULE

Based on the proposed scope of services, we anticipate a four (4) month project duration following your authorization to proceed.

COMPENSATION

Our fee for the Scope of Services described in [Exhibit A](#) will be based on a lump sum amount of \$88,850, inclusive of expenses, and will be billed monthly on a percentage complete method.

TASK	PERCENT	FEE
Site Evaluation	20%	\$17,770
Needs Assessment	25%	\$22,212
Concept Design	40%	\$35,540
Master Plan	15%	\$13,328
		\$88,850

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Purchase Order and will not proceed until receiving your written authorization.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

CITY OF ANNA (CLIENT)

By



Michael I. Howard, AIA, AICP
Director of Community | Partner

Signature: _____

Name: _____

Title: _____

Date: _____

MIH/xx

Enclosures: Exhibit A – Scope of Services
Exhibit B – Site Extents

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas."

EXHIBIT A

SCOPE OF SERVICES

A/E proposes to provide the following Services for the Project.

1. Task 1: Site Evaluation

- a. Data Collection. Collect base data including staffing levels, site/floor plans, and review existing projects and studies related to this Study.
- b. Facility Walk. Tour current facilities with staff to document existing conditions related to condition, space utilization, and function.
- c. As-built Floor Plans. Parkhill will field-verify as-built conditions of existing buildings and prepare basic scaled floor plan drawings.
- d. Space Utilization. Prepare colored floor plans to inventory existing space use by building and department.
- e. Site Analysis. Visit existing Site and review available data and drawings to evaluate site conditions and physical characteristics and identify constraints and opportunities that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.
- f. Site Plan Preparation. A basic site plan will be prepared from publicly available aerial imagery and parcel data for use as a base map for master planning purposes.
- g. Task 1 Deliverables: As-built Floor Plans, Space Utilization Inventory, Site Base Map.

2. Task 2: Needs Assessment

- a. Staffing projections. Review and aggregate staffing projections provided by Client for the purpose of developing space requirements by position and department.
- b. Stakeholder Meetings. Obtain input from users through questionnaires and meetings regarding facility needs related to space, function and operations to establish design vision and performance criteria for each facility and department.
- c. Peer Facility Tours. Tour peer facilities to observe best practices and gather feedback from users regarding preferences.
- d. Space Program. Prepare an architectural space program quantifying the spatial requirements for facilities and site development considering the intended functions by users.
- e. Task 2 Deliverables: Architectural Space Program.

3. Task 3: Concept Design

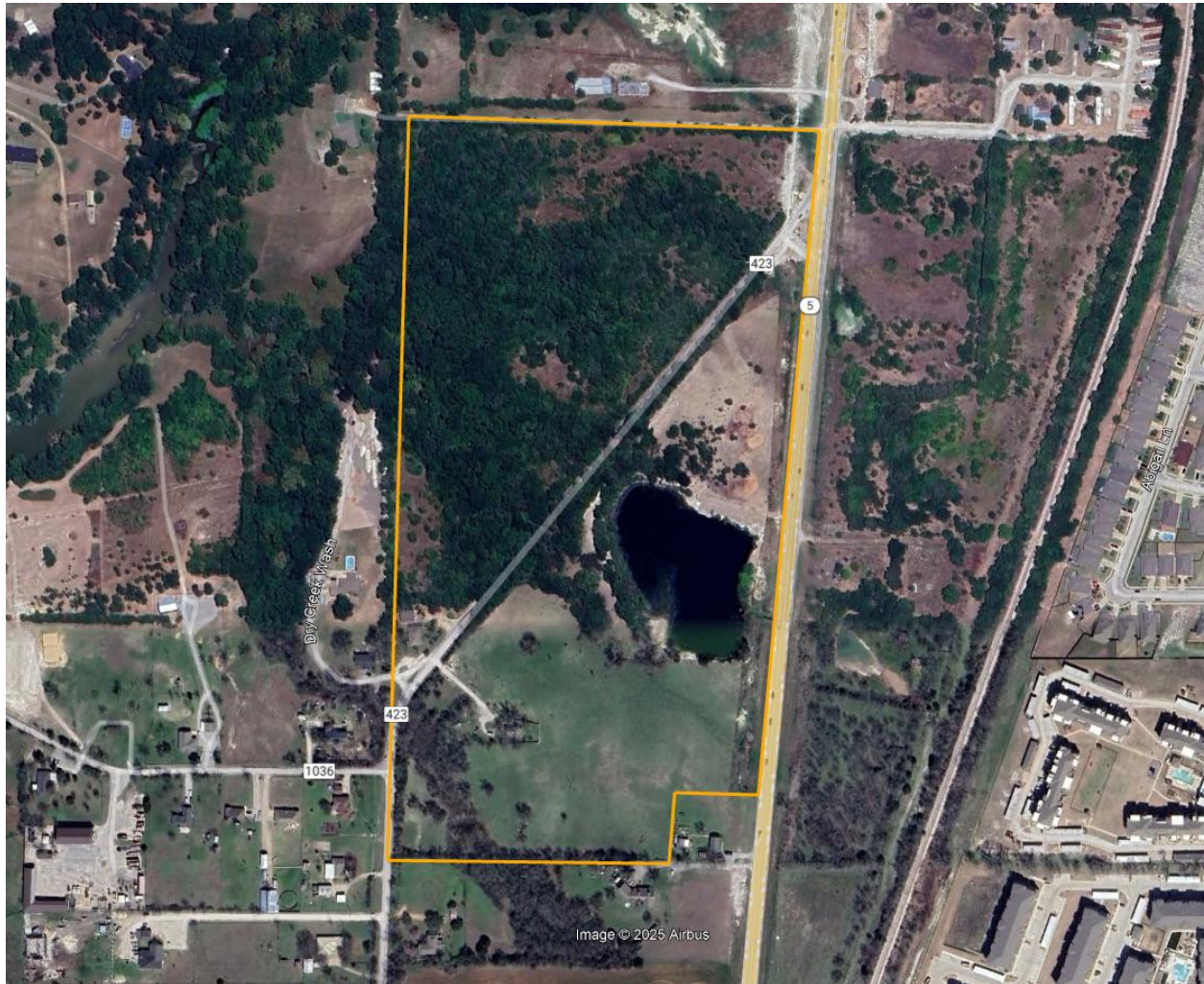
- a. Evaluate alternatives and development options for capital improvements to address current and future facility needs including renovation, expansion/additions, relocation, new facility construction, and land acquisition.
- b. Concept Plans. Prepare conceptual design drawings including diagrammatic blocking floor plans illustrating the layout of major functional spaces, and site master plans illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.
- c. Exterior Renderings. Develop exterior renderings of proposed building designs illustrating form and massing, materials, and architectural style.
- d. Task 3 Deliverables: Concept Plans and Exterior Renderings.

4. Task 4: Master Plan
 - a. Master Plan. Develop a list of recommended improvements with preliminary conceptual budgets including construction and other soft costs, prioritized into a phased master plan.
 - b. Task 4 Deliverables: Summary presentation report documenting analysis, findings, and recommendations of the study including site evaluation, need assessment, concept design, and master plan task deliverables.
5. Meetings and Site Visits
 - a. Kickoff Meeting. One in-person meeting with staff advisory committee.
 - b. Progress Meetings. Virtual or in-person, up to two per month.
 - c. Stakeholder Meetings. Virtual or in-person, up to two meetings per department division. Divisions may be combined into focus groups for each facility.
 - d. Peer Facility Tours. In-person, within a 2-hour driving distance from Client over one-day period.
 - e. Presentations. One in-person meeting to deliver the final summary presentation.
6. Client-provided Items
 - a. Client will provide the following items required for the Project:
 - i. Existing Site drawings such as surveys and site/floor plans.
7. Excluded Services
 - a. Services specifically excluded from our scope of services include the following:
 - i. Topographic and Boundary Surveys
 - ii. Entitlement, Platting, Easements, and Permitting
 - iii. Geotechnical Investigations and Soil Reports
 - iv. Construction Materials Testing
 - v. Asbestos & Hazardous Material Studies
 - vi. Environmental, FEMA/Floodplain, and Traffic Studies

END OF EXHIBIT

EXHIBIT B
SITE EXTENTS

The extents of the Site included in the Project are outlined in orange in the map below.





Item No. 5.g.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a project specific agreement with BRW for the Public Works Facility Study. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is related to the facility study needed for a future public works facility expansion.

FINANCIAL IMPACT:

Funding for the facility study project was appropriated in the FY2025 Community Investment Program budget in the amount of \$150,000 from Public Improvement District (PID) funds. The estimated cost of this study is \$80,000.

BACKGROUND:

In April, the City Council authorized the City Manager to enter into a master service agreement with BRW for feasibility and facility studies. Staff has begun working with the consultant to develop a scope and fee proposal for the study needed for the future public works facility expansion. This item is to approve the proposal specifically for the public works study.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. RES. WITH PSPO AND PROPOSAL - BRW - Public Works Study

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND BROWN REYNOLDS WATFORD ARCHITECTS FOR THE PUBLIC WORKS FACILITY STUDY, IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000), IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a growing community with changing needs for public facilities; and,

WHEREAS, the continued development and future facility expansion on the City of Anna Public Works property is a capital project identified in the City of Anna Capital Improvement Plan; and,

WHEREAS, Brown Reynolds Watford Architects was selected in the City of Anna's Facility Study Request for Qualifications process as a qualified firm to complete feasibility and facility studies for the City; and,

WHEREAS, the City is seeking to contract with Brown Reynolds Watford Architects for THE Public Works Facility Study project; and,

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

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

- A. That the funding for the project shall come from PID Funds in an amount not to exceed \$80,000.
- B. That the City Council hereby approves entering into and authorizes the City Manager to execute a project specific purchase order with Brown Reynolds Watford Architects for the Public Works Facility Study as shown in Exhibit A, attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor Pete Cain

EXHIBIT "A"

Professional Service Project Order Agreement

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

MASTER PSA CATEGORY: Feasibility and Facility Studies

ANNA PROJECT CODE: F-2025-02

FIRM NAME BRW Architects

Project Name: Public Works Facility Study

Consultant Project #: TBD

Of Consecutive Business Days to Complete Project: 90

Original Project Fee: \$80,000

OWNER OPTIONAL INFORMATION:

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

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
	Email to: City of Anna Accounts Payable: accountspayable@annatexas.gov Attn: Joanna Golleher: jgolleher@annatexas.gov 120 W. 7 th St. Anna, TX 75409
Invoice Mailing Instructions:	Include work order number, PO number, billing period, and project name.

Documents:

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

a. Master Agreement for Professional Services effective July 27th, 2021

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

Scope of Services (describe in detail): Facility study for the Public Works property.

Schedule of Work and Completion Deadline(s): TBD

Acceptance:

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

CITY OF ANNA, TEXAS

FIRM:

Signature

Signature

Ryan Henderson - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

May 2, 2025

Greg Peters – Assistant City Manager
City of Anna
120 W. 7th Street
Anna, Texas 75409

PROFESSIONAL SERVICES PROPOSAL FOR ARCHITECTURAL AND COST ESTIMATING CONSULTANT SERVICES FOR ANNA SERVICE CENTER FEASIBILITY STUDY AND CONCEPT DESIGN

Brown Reynolds Watford Architects is pleased to submit this professional services proposal for a Feasibility Study for project planning and bond program budgeting for a joint service center renovation and addition to the to existing facilities located at 3223 N. Powell Road. The study scope, along with our proposed team, scope of services, project schedule, and compensation are described below.

PROJECT SCOPE

The scale of the project is anticipated to include feasibility studies for the following construction phases:

- **5-year plan:** A new public works administration and service center building with associated parking, fueling, storage sheds and/or buildings, covered parking, covered granular materials bins, and other site development as may be identified for short term needs. The existing metal building may be repurposed for fleet maintenance or other needs, and a new fleet maintenance building would be anticipated if the existing structure is determined not suitable to be repurposed as fleet maintenance. Based upon approved project deliverables, a detailed opinion of probable construction cost will be provided to inform project funding.
- **Long-range plan:** The long range planning is not yet confirmed but may be defined as similar to 20 or 25 years, or city build-out of the city's current ETJ. The long-range plan will anticipate future expansion of the service center and will be considered as a future phase of construction. It will study the feasibility of fitting the long range needs on the identified project site, and provide a rough order of magnitude cost in today's dollars for long-range funding planning purposes.

We understand the project scope for the 5-year plan includes the following tasks:

- Tour the existing facility, and 1 or 2 other benchmark facilities, to assist in programming and needs assessment input.
- Programming to estimate current (+5 years) buildings square feet needs and major cost elements of site development.
- Existing Site Analysis and Concept Site Plan on the existing site to validate that the existing site is adequate for the programmatic requirements and to inform site development construction scope for cost estimating.
- Floor adjacency or blocking plans illustrating anticipated adjacencies of blocks of program spaces.

- A construction cost estimate and total project budget projections to inform project funding.
- **Optional Services include the following:**
 - **Concept rendering:** Develop a concept design for the exterior skin of the main building(s) and provide either of a perspective bird's-eye view for the site development or a perspective ground-level view of the main site structure(s). Rendering to be provided electronically in .jpeg format. Includes one round of owner review and comments and revisions to the rendering. Printed copies, if requested by Owner, may be provided as a reimbursable expense.
 - Council Presentation: If requested by the Owner, BRW will prepare a brief powerpoint presentation and participate in a presentation of the study's findings to City Council.
 - If requested by the Owner due to questions about the structural feasibility of the proposed re-use of the existing building, then scope for a structural engineering analysis and pricing narrative will be defined and added as an additional service. This information would then be used to inform the cost estimating. A not to exceed allowance is provided in this proposal based upon information currently know to the A/E team.

We understand the project scope for the long-range plan includes the following tasks:

- Programming to estimate long range planning buildings square feet needs and major cost elements of site development.
- Concept site layout showing a possible arrangement of future phased construction. If the site is determined inadequate for long range needs, then the approximate additional site area that would be required to be added to the site will be estimated.
- A rough order of magnitude opinion of probable construction costs.

Architectural Services

- Programming: One meeting for public works, parks maintenance, and fleet maintenance programming that may be staggered by division or extended duration as required.
- Conceptual site planning considering topography, FEMA flood zone maps, existing construction and site access. Concept site plans are not intended to represent the final design but rather to illustrate a feasible arrangement of the structure(s), site paving, and major site development components to validate that the proposed program will fit on the project site(s) and to inform cost estimating for site development costs.
- Up to two (2) additional remote online conference calls for design review and cost estimate and budget review
- Study Draft Report for Owner review and comment, provided in electronic .pdf format.
- Final Study Report: One bound copy and also provided electronically in .pdf format, including the following:
 - Executive Summary noting budget findings and project recommendations
 - Tabulated data from the study's information gathering
 - Tabulated Space Program
 - Existing Conditions Description with representative photos
 - Scope / Pricing Narrative(s)
 - Concept Drawings and Renderings
 - Appendix to include cost estimates, total project budget analysis tabulations, and other pertinent information if applicable
- Final deliverables: Two bound copies of study report and an electronically transmitted .pdf version. Additional paper copies reproduction of report booklets shall be a reimbursable expense.

Construction Cost Estimating and Project Budgeting Services

We understand the Feasibility Study will establish a project budget to be used to inform future project funding.

- Construction Cost Estimate for the 5-year plan in Construction Specifications Institute (CSI) 2004 MasterFormat based on approximate take-offs related to concept drawings and square foot (SF) unit cost. Construction Cost Estimate for the long range plan as a rough order of magnitude to a lesser level of detail, based on square foot costs estimation. Includes one estimate update in response to combined BRW and Owner comments.
- The cost estimate(s) may include bid alternates to break down major components of the work that may be planned as bid alternates or for phased construction.
- BRW will review the cost estimates for scope discrepancies and will provide a Total Project Budget projection analysis including construction cost, escalation, contingencies, professional fees and Owner's development cost that may include direct to Owner vendor costs, and furniture, fixtures and equipment (FF&E) based upon Owner input and similar past projects.
- Excludes estimating of shops, fleet maintenance, and other equipment costs
- Excludes estimating of off-site development costs (street construction, utilities, professional services fees and land purchase cost).

PROJECT TEAM

- | | |
|---|---------------------|
| • Brown Reynolds Watford (BRW) Architects, Inc. | Architecture |
| – Stephen Hilt, AIA | Principal |
| – Ric Ruiz | Sr. Project Manager |
| • CCM Construction Services | Estimator |
| – John Coakley, President | Senior Estimator |

Owner-Provided Services

The Owner shall furnish the following design services or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Existing property plats, public utilities maps, boundary surveys, or other legal description documents as available.
- If available, provide a copy of the geotechnical reports of existing onsite or other nearby buildings, to be used as an assumption for geotechnical conditions for the proposed new facility(s). If not available, conservative generic assumptions will be used.
- If available, provide a copy of the existing building construction drawings.
- Any existing site environmental surveys, assessments, and remediation requirements if available or applicable. If provided, these will be used to inform cost estimating. If not, generic assumptions will be made.
- Owner will provide both existing and projected future staff and fleet to align with the needs assessment, and other information as reasonably requested by the Architect for development of the project scope. One example of such information may be approximate stored materials quantities that need to be accommodated on the project site.
- Owner will provide a list of equipment and/or equipment budget if this information is desired to be incorporated with the study.

Exclusions from Services

The services shown below are not anticipated at this time, however, they could be added as Additional Services if desired:

- Architectural Services and additional meetings other than those described above
- Geotechnical, Topographic, or other Surveys
- Environmental survey / investigation (and cost estimating of hazardous materials remediation other than based on generic assumptions if fueling station relocation is proposed, unless Owner has an existing information to indicate other potential scope)
- Development of a preliminary equipment list and cost estimating for the equipment budget.
- Existing facilities / structures engineering condition assessments, unless structural evaluation is included as an additional service as described above
- Civil, structural, or mechanical/electrical design services
- Property zoning modifications or platting
- Coordination with outside agencies such as FEMA, the EPA or TCEQ regarding flood plain and water quality
- LEED or sustainable design analysis
- Public forums / meetings other than those indicated above

PROJECT SCHEDULE

We anticipate the following approximate time periods and meetings, depending upon Owner's availability to schedule meetings and the duration of Owner's review and comment periods:

- | | |
|---|--------------|
| • BRW Develops preparatory materials and analysis for a kick-off meeting | Week 1 |
| • Meeting 1 – Kick-off Meeting and Site Tours | Week 2 |
| • Information Gathering | Weeks 2-4 |
| • Meeting 2 - Programming meeting | Week 4 |
| • Site Analysis, develop space programs, concept site plans, and draft material and systems narratives | Weeks 4-5 |
| • Meeting 3 – Review space programs and concept site plans. Owner comments provided to BRW on design and project scope. | Week 6 |
| • Meeting 4 – Review refined space programs and concept site plans, floor blocking plans, preliminary rendering, and cost narratives. Owner comments provided to BRW on design and scope for cost estimating. | Week 8 |
| • Cost Estimating and preparation of study draft | Weeks 8 - 11 |
| • Meeting 5 – (Online meeting if required) Review Study rough draft report provided to Owner for review and comments. | Week 11-12 |
| • Receive and incorporate Owner's final comments, package and submit final report draft (May take additional time if comments on draft report are extensive) | ~Week 12-13 |
| • Council Presentation (if requested) | TBD |

COMPENSATION

Based upon the scope of services described above, Brown Reynolds Watford Architects proposes lump sum fees as shown below, plus reimbursable expenses. Compensation shall be invoiced monthly based on the percent complete.

Basic Services

• Architectural Study Services	\$44,750	
• Cost Estimating Services	\$9,500	
Total Basic Services Fee		\$53,250

Optional Services

• Concept Building Design and Architectural Rendering	\$15,750	
• Prepare Powerpoint and Present Findings to Council	\$2,000	
• Allowance for Structural Engineering Evaluation	\$6,000	
Total Optional Services Fee		\$23,750

Reimbursables Allowance:	\$500
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Total Contract Value:	\$77,500
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Reimbursable expenses are in addition to the fee and shall be invoiced at the same cost billed the Architect. Expenses include, but are not limited to, out-of-house document reproduction, courier and overnight deliveries, allowable travel mileage, and government fees.

Additional Services or modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner and shall be computed at 1.10 times the amount billed the Architect by consultants. Additional Services performed by BRW Architects shall be authorized in writing by the Owner and compensated at the hourly rates listed below, or for a negotiated lump sum fee.

BRW Architects, Inc.

• Principal	\$310.00
• Senior Project Manager	\$275.00
• Project Manager	\$240.00
• Senior Project Architect	\$240.00
• Project Designer	\$240.00
• Project Architect	\$210.00
• Senior Project Coordinator	\$210.00
• Environmental Branding / Graphic Designer	\$195.00
• Architect	\$175.00
• Interior Designer	\$175.00
• Project Coordinator	\$165.00
• Architectural Staff	\$150.00
• Administrative Staff	\$130.00

We hope this proposal meets your expectations. Please contact us with any questions or comments. We look forward to working with the City of Anna.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

A handwritten signature in blue ink that reads "Stephen J. Hilt". The signature is written in a cursive style with a large initial 'S'.

STEPHEN HILT, AIA
PRINCIPAL

APPROVED: CITY OF ANNA, TX

Signature

Date

Printed Name

Title



Item No. 5.h.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025

Staff Contact:

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute an Advanced Funding Agreement with the Texas Department of Transportation for a landscaping project at US 75 and FM 455. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is for a landscaping project with TxDOT to beautify the future gateway monument. The timeline for construction is to have the project let in June with construction beginning in September.

FINANCIAL IMPACT:

To best utilize this funding, the city will provide a fixed contribution in the amount of \$220,000 to the state. The City of Anna will also be responsible for indirect state cost of \$11,638.00 for a total of \$231,638.00. Funding for this project will come from the Infrastructure Investment Fund.

BACKGROUND:

In 2024, Keep Texas Beautiful recognized the City of Anna as one of 10 winners of the Governor's Community Achievement Awards (GCAA) as an outstanding clean and beautiful community. The city was awarded \$180,000 towards a landscaping project to be completed in collaboration with TxDOT along a state-maintained road. The City of Anna has also received a stately cast aluminum metal plaque to be placed at the completed project.

The award is one of the most coveted annual environmental and community improvement honors in Texas. A community's environmental project is judged by a group of diverse, multi-sector judges on achievements in seven environmental and community improvement areas: public awareness and outreach, environmental education, beautification and community improvement, litter prevention and cleanup, solid waste management, litter law, and illegal dumping enforcement. Communities compete in 10 population categories with the size of the landscaping awards based on their population.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Advance Funding Agreement_Z00010527_City of Anna_DAL Contract Packet
2. 026 LANDSCAPE LAYOUT

CCSJ #		0047-14-094	
AFA CSJs		0047-14-094	
District #	18	AFA ID	Z00010527
Code Chart 64 #		01300	
Project Name		US 75 at W. White St.	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Anna**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement generally described as Landscape and scenic enhancement including trees, shrubs, ground covers and irrigation; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **landscape and scenic enhancement on US 75 at W. White St. in the City of Anna, Texas.** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CCSJ #		0047-14-094	
AFA CSJs		0047-14-094	
District #	18	AFA ID	Z00010527
Code Chart 64 #		01300	
Project Name		US 75 at W. White St.	

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CCSJ #		0047-14-094	
AFA CSJs		0047-14-094	
District #	18	AFA ID	Z00010527
Code Chart 64 #		01300	
Project Name		US 75 at W. White St.	

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Anna ATTN: Assistant City Manager 120 W. 7 th Street Anna, TX 75409	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

DocuSigned by:

Ceason Clemens

Signature

Ceason Clemens

Typed or Printed Name

District Engineer

Typed or Printed Title

4/29/2025

Date

THE LOCAL GOVERNMENT

DocuSigned by:

Ryan Henderson

Signature

Ryan Henderson

Typed or Printed Name

City Manager

Typed or Printed Title

4/29/2025

Date

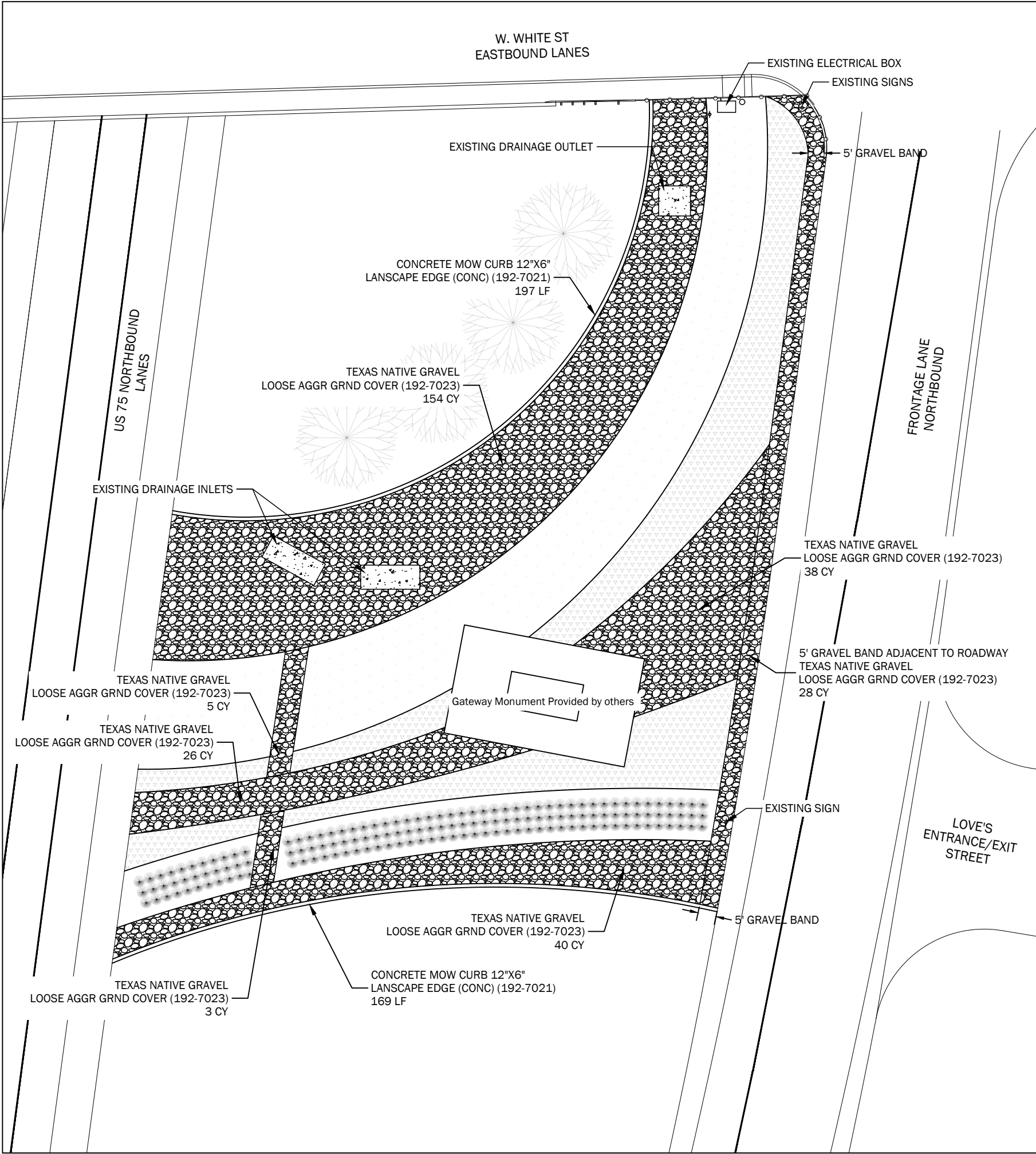
CCSJ #		0047-14-094	
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District #	18	AFA ID	Z00010527
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ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

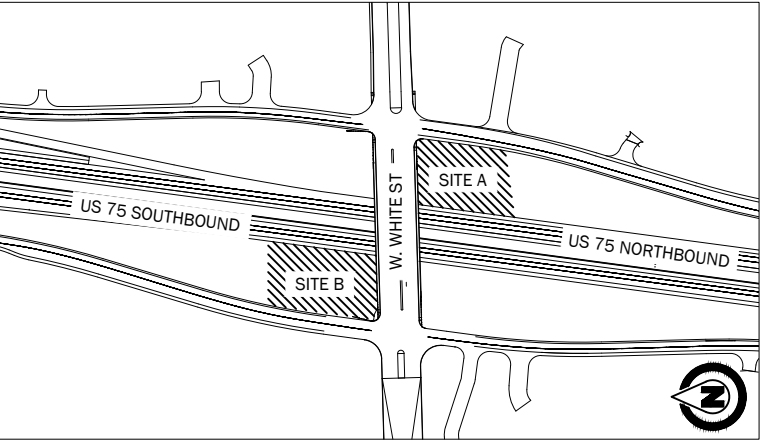
The Local Government shall provide a **fixed** contribution in the amount of **\$220,000.00** to the State so that the state will install landscape and scenic enhancement including trees, shrubs, ground covers and irrigation on US 75 at W. White Street in the City of Anna. The City of Anna shall be responsible for indirect state cost of \$11,638.00, which is 5.25% of the contributed amount. The State will be then responsible for all construction costs and overruns.

This project is a service project.

The Local Government shall provide \$231,638.00 to the State, which is the \$220,000.00 fixed amount plus an estimated \$11,638.00 (5.29% of the contributed amount) for indirect state costs.



Key Map



Landscape Layout Legend

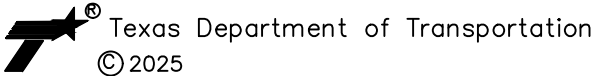
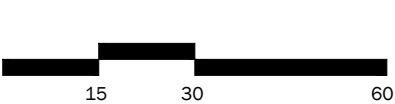
BID ITEM	KEY	QTY	NAME	NOTES/ DESCRIPTIONS
192-7021		366 LF	LANDSCAPE EDGE (CONC)	12" WIDTH X 6" DEPTH, NO. 3 REBAR, SEE DETAIL L.3
192-7023		294 CY	LOOSE AGGR GRND COVER	TEXAS NATIVE GRAVEL (2" - 4"), 8" DEPTH, SEE DETAIL L.2

Note:

CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND UTILITY BOXES ON SITE

IF LANDSCAPE MATERIAL LAYOUT IS IN CONFLICT WITH EXISTING UTILITIES THEN THE CONTRACTOR IS RESPONSIBLE FOR MOVING LANDSCAPE MATERIAL LAYOUT TO GO AROUND UTILITIES

MAINTAIN PAVED SURFACES FREE OF SEDIMENTATION AND LOOSE PROJECT MATERIALS. PROTECT AREA STORMWATER DRAINAGE FEATURES (INLETS, ETC.) AND RECEIVING WATERS AS NEEDED AND AS DIRECTED BY THE ENGINEER



Landscape Layout Site A

SCALE: 1"=30'

1 OF 2

DESIGN AV	FED. RD. DIV. NO.	PROJECT NO.			HIGHWAY NO.
GRAPHICS AV	6	(SEE TITLE SHEET)			US 75
CHECK AD	STATE	DISTRICT	COUNTY	SHEET NO.	
CHECK AD	TEXAS	DALLAS	COLLIN		
CHECK AD	CONTROL	SECTION	JOB		
	0047	14	094		



Item No. 5.i.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Bernie Parker

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a contract with Conventions, Sports & Leisure International (CSL) to conduct a market and financial feasibility study related to the potential development of the proposed StarCenter Multisport Complex. (Director of Economic Development Bernie Parker)

SUMMARY:

Staff recommends approval of a Resolution authorizing the City Manager to execute a contract with Conventions, Sports & Leisure International (CSL) to conduct a market and financial feasibility study related to the potential development of the proposed StarCenter Multisport Complex.

FINANCIAL IMPACT:

The total cost of the study is \$60,000, plus reimbursable expenses not to exceed \$5,000.

BACKGROUND:

The City of Anna is exploring a potential partnership with the Dallas Stars to develop a StarCenter multisport complex that may include indoor recreation facilities such as ice rinks, courts, and turf fields. This facility is envisioned to serve local, regional, and national users, enhancing the City's recreational offerings and economic development potential.

To make an informed decision, the City requires a comprehensive market and financial feasibility analysis. CSL is a nationally recognized firm with deep expertise in sports and recreation facility planning and analysis. Their proposed study will consist of three phases: Market Analysis, Financial Operating Projections, and Economic & Fiscal Impact Assessment.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. City of Anna StarCenter Proposal 4-18-25



April 18, 2025

Mr. Bernie Parker
Director of Economic Development
City of Anna
P.O. Box 776
120 W. 7th St.
Anna, TX 75409

Dear Mr. Parker:

Conventions, Sports & Leisure International (“CSL”) is pleased to present this proposal to the City of Anna (“City” or “Client”) to conduct a market and financial feasibility study related to the potential development of the proposed StarCenter Multisport Anna (“StarCenter”). The remainder of this letter provides the scope of services we are prepared to provide, our professional fees, study timing, and conditions of our work.

SCOPE OF SERVICES

It is our understanding that the City is currently assessing a potential partnership with the Dallas Stars (“Stars”) to develop a StarCenter that could include a variety of indoor recreation options such as ice rinks, courts, turf fields, and other such amenities to accommodate local, regional, and national users. Based on this understanding, we have developed a scope of service that will provide the City with the necessary information and analyses to make informed decisions regarding the market and financial viability of a proposed StarCenter. Our scope of service has been divided into the following three (3) phases:

Phase I.	Market Analysis
Phase II.	Financial Operating Projections
Phase III.	Economic & Fiscal Impacts

At the outset of the engagement, our team will meet with members of the City, the Stars, and any other relevant stakeholders in an initial planning meeting to establish the organizational framework to ensure the study’s outcome will meet the Client’s objectives. Specifically, we will:

- Review the project timeline;
- Develop roles and responsibilities;
- Determine the format and content of our deliverable products;

- Establish a working group which will include representatives of the City, Stars, CSL, and other stakeholders;
- Tour proposed site(s), the community, and existing sports and recreation facilities in Anna;
- Conduct meetings with a variety of project stakeholders, including but not limited to City administration, parks and recreation, economic development, local youth sports representatives, school district representatives, elected officials, and community leaders, among others to identify projects goals and objectives;
- If applicable, review architectural renderings, StarCenter building program estimates, site plans, anticipated utilization, estimated revenues and expenses, and other available projected information;
- Collect for review and analysis available historical information for existing sports and recreation centers in the City, including physical components/offerings, programs offered, fee structure, annual utilization, operating revenues and expenses, project costs and funding sources, and other such applicable information;
- Coordinate future meeting schedule; and,
- Modify the work plan, if necessary, to reflect any appropriate changes arising from the information obtained in the tasks noted above.

The following pages provide a detailed description of our scope of services and the approach to be applied to each project task.

Phase I. Market Analysis

As a means of assessing the market demand for the proposed StarCenter and its various potential space offerings, we will implement a multi-faceted assessment that focuses on specific needs and characteristics of users that would likely utilize such a venue. The comprehensive analysis has been developed to provide an evaluation of the demand for the StarCenter based on detailed research and analysis of the marketplace and not based solely on national and industry averages and trends. This phase consists of the following six (6) tasks.

Task 1 – Review of Existing Recreation Offerings

Understanding the existing recreation offerings (both publicly and privately owned/operated) in the local and regional market will be vital in determining the feasibility of the proposed StarCenter in Anna. In this task, we will review the current recreation facilities (building program and conditions), programs, utilization/participation levels, fee structures, operating revenues and expenses, and other such available information to create an existing community profile and serve as a baseline in guiding the market research. The information evaluated as part of this task will also serve as a vital step in identifying the impact of the proposed StarCenter on different user groups, existing community assets, etc.

Task 2 – Demographic & Socioeconomic Analysis

In assessing the potential level of support for the proposed StarCenter, we will analyze the demographic and socioeconomic characteristics of Anna and the surrounding regional area. We will identify historical, current and projected characteristics and trends specific to the area such as population, age stratification, household income, employment, cost of living, corporate base, tourism, transportation and accessibility, and other market and economic trends. Each of the demographic socioeconomic variables will be detailed by drive time or mile radii (depending on historical participation data) in order to determine the most appropriate market area for the proposed StarCenter. The evaluation of these characteristics will serve as an important component for our analysis since these indicators serve as a gauge for existing and anticipated demand in the marketplace.

Task 3 – Recreation & Sports Industry Trends

In this task, CSL will assess recreation and sports industry trends and determine how these trends could impact the short- and long-term market potential for the proposed StarCenter. Specific trends analyzed will include, but will not necessarily be limited to national, regional and local trends for youth and adult sports and recreation activities including participation rates by activity, frequency of participation, participant demographic characteristics, participant socioeconomic characteristics, spending on amateur sports activity, and other such data for a variety of indoor and outdoor sports and recreational activities. This analysis will assist in identifying and quantifying the target market for programming at the proposed StarCenter on a local and regional basis.

Task 4 – Comparable Benchmarking

A review of the physical, operational, and financial characteristics of comparable facilities will be critical in providing a general informational background and programmatic perspective from which to assess the potential utilization, building program, and financial operations of the proposed StarCenter. We will focus primarily on newly constructed StarCenters and recreation facilities located in similar-sized markets to Anna (and the regional area) but will also identify other existing and planned facilities located throughout North America, as appropriate, to provide additional means of comparison. Interviews will be conducted with managers and other facility representatives to obtain information (to the extent available) such as:

- Year opened;
- Owner/operator;
- Partner organizations and/or tenants;
- Total square footage;
- Number and size of courts, ice rinks, fields, and other physical components;
- Support facilities and participant/spectator amenities;
- On-site parking inventory;
- Programming offered and utilization/attendance levels broken down by user groups;
- Pricing and fee structure;

- Naming rights and sponsorship opportunities and revenue;
- Financial operating data;
- Total project costs and funding sources;
- Ancillary amenities;
- Best practices and lessons learned; and,
- Other appropriate data, as identified.

Through this analysis, we will identify which facilities have experienced the greatest success or failures and explore the underlying reasons.

Task 5 – Potential User Interviews

In performing an analysis of the potential utilization for any project, CSL relies on industry research data, comparable facility data, historical community participation rates, and information provided from potential users of the type of facility under consideration. Typically, CSL employs a survey procedure that focuses on potential facility users to quantify the likelihood of market segments utilizing a facility, and the specific amenities they may require. CSL will work closely with project representatives to identify local, regional, and national user groups that could be targeted for the proposed StarCenter in addition to the Dallas Stars.

Data compiled will include the current local and regional market facilities utilized, type of programming desired, market capture area, potential utilization/attendance, frequency of utilization, seasonality of utilization/events, anticipated fee/pricing structure, necessary building program elements to accommodate utilization, other necessary ancillary amenities, and other factors influencing potential facility utilization. This type of analysis provides quantified estimates by market segment of the number and types of programming that could utilize the proposed StarCenter on an annual basis.

Task 6 – Estimated Utilization & Building Program Recommendations

Based on the research conducted in the previous tasks, we will make recommendations regarding the market potential for the proposed StarCenter. These recommendations will include overall needs in the market for various facilities/offerings, the market-supportable programming and utilization, as well as the appropriate building program elements to maximize demand and revenue potential. Specific recommendations will include but will not be limited to:

Demand & Utilization:

- Appropriate facility programming broken down by individual user segment/activity;
- Estimated annual utilization broken down by individual programming element;
- Anticipated user origin (i.e. local, regional, and national);
- Seasonality of anticipated utilization;
- Recommended pricing structure for various programming and uses;
- Suggested amenity mix to maximize demand/marketability/revenues; and,

- Other estimates.

Building Program:

- Market-supportable number of courts, ice sheets, fields and/or other indoor/outdoor components;
- Required square footage and size/flexibility of various individual programming spaces;
- On-site parking spaces; and,
- Other factors influencing the potential size and configuration of market viable facilities.

Phase II. Financial Operating Projections

In this phase, we will develop financial operating projections related to the development of the proposed StarCenter. The model assumptions will be based on the estimated levels of programming, proposed pricing and fee structure, and building program (i.e. size, court/ice sheet/fields inventory, etc.). Financial estimates will be developed to reflect a variety of development/operating scenarios. The models will present the estimated operating results representing the initial years of operations under each operational scenario. Operating revenues and expenditures related to the proposed StarCenter will be quantified by program type and source, including those outlined below:

Revenues	Expenses
• User fees/admission • Private rentals • Partner lease payments • Parking • Concessions/catering • Merchandise • Naming rights • Sponsorships and advertising • Other	• Salaries & wages • Utilities • Repairs & maintenance • Administration • Marketing and advertising • Contract services • Debt service • Capital reserve • Other

We will prepare our financial projections in such a manner that allows us to conduct sensitivity analyses with various key assumptions (user levels, fee structure, facility configuration, operating expenses, etc.) to identify areas of potential project risk and reward. The models will provide a clear picture of any financial commitments, including operating costs, capital improvements and maintenance costs, required during the early years of the project and through mature operations.

Phase III. Economic & Fiscal Impacts

Based on anticipated StarCenter utilization, building program, project costs, and financial operating projections, CSL will quantify the potential economic and fiscal impacts generated by the construction and ongoing operations of the venue. The economic impacts will be conveyed through measures of net new direct spending, total output (direct, indirect and induced spending), jobs and personal earnings. Fiscal

impacts are measured in terms of the tax revenues that could accrue to the City (and other entities, as appropriate). The following primary analyses will be conducted through this analysis:

Direct Spending Analysis

In evaluating these impacts, the first important step involves defining and quantifying the existing sources of direct spending. This direct spending is generated throughout the construction and operation of the StarCenter. CSL's analysis will address the following primary types of spending:

- **Construction-Related Spending** - Spending that takes place during the construction of the StarCenter on materials, labor and wages, and other such expenditures.
- **Operations-Related** – includes the annually recurring impacts from the operations of the StarCenter (and potential tenants/partners), including spending in the community through salaries and benefits, general and administrative costs, materials and supplies, travel and accommodations, marketing and advertising efforts, and other activities.
- **In-Facility** - includes purchases made by attendees for admission, user fees, concessions, novelties, parking, etc. taking place within the facilities or directly related to facility utilization.
- **Ancillary Community** - takes place by StarCenter attendees, event personnel/traveling parties, volunteers, away teams and officials, and other personnel in other local businesses in conjunction with facility activity and generally includes transactions at area restaurants, hotels and other service businesses.

The analysis will also address “leakage” (spending that immediately leaves the area/does not impact the local area) and “displacement” (the portion of spending related to the facilities that is taking the place of spending already taking place in another form in the area).

Indirect Economic Impact Analysis

The types of spending noted above reflect the “direct” economic impacts of the proposed StarCenter. Indirect economic impacts are also generated as this initial round of spending re-circulates through the local economy. CSL's analysis will include the calculation of these indirect impacts through the use of economic multipliers. By applying the multipliers, the analysis will provide estimates of the following measures of economic impact:

- **total output** represents the total of the direct, indirect and induced effects of estimated direct spending;
- **personal earnings** represent the wages and salaries earned as a result of the estimated total spending; and,
- **employment** represents the number of jobs generated as a result of the estimated total spending (jobs may be full- or part-time).

Fiscal Impact Analysis

In addition to generating direct and indirect spending, earnings and employment, the construction and operations of the StarCenter can generate a significant level of taxes to the City and other entities, as identified. CSL's analysis will include a quantification of the taxes generated by the construction and ongoing operations of the facilities. Taxes quantified as part of this analysis include, but are not limited to:

- Sales tax;
- Hotel/lodging tax;
- Food and beverage tax;
- Rental car tax;
- Admission/ticket tax;
- Property tax; and,
- Other taxes, as identified.

PROFESSIONAL FEES AND EXPENSES

Professional fees for the scope of services presented herein will be \$60,000 and are based on the estimated hours required to complete the study and the skill levels of assigned personnel based on the scope of services presented herein.

In addition to professional fees, we would require reimbursement of out-of-pocket expenses incurred in the performance of these services. Out-of-pocket expenses could include, but are not limited to, transportation, lodging and meals associated with travel related to the project, printing and postage, demographic reports, economic impact multipliers (\$500), and other such expenses.

TIMING

We are prepared to commence this engagement upon receipt of a notice to proceed. Our project schedule is highly dependent on the availability of key individuals for interviews and discussions, receipt of materials requested, and review time of the report for approval.

Unless unusual circumstances arise, we will complete the study within twelve (12) weeks. We anticipate completing this study in full, performing all work as set forth herein. In the event that a decision not to proceed occurs within the timeframe of this engagement, we will cease our work and bill you for time and expenses incurred to date.

CONDITIONS OF WORK

Information and Data

CSL is entitled to assume, without independent verification, the accuracy of all information and data that the Client provides to CSL. All information and data to be supplied will be complete and accurate to the best of the Client's knowledge. CSL will use information and data furnished by others if CSL in good faith believes such information and data to be reliable; however, CSL shall not be responsible for, and CSL shall provide no assurance regarding, the accuracy of any such information or data. CSL shall be providing advice and recommendations to the Client; however, all decisions in connection with the implementation of such advice and recommendations shall be the Client's responsibility. CSL shall have no responsibility for any decisions made by the Client relating to CSL's services hereunder. CSL shall have no responsibility for any assumptions provided by the Client, which assumptions shall be the Client's responsibility. The reports may include estimates of annual operating results based upon courses of action that the Client expects to take prior to and during the period under analysis. The Client is responsible for representations about its plans and expectations, and for the disclosure of significant information that might affect the estimated results. A financial forecast presents, to the best of CSL's knowledge, the project's expected results of operation and cash flows for the forecasted period. It is based on CSL's assumptions reflecting conditions that we anticipate to exist and the course of action that CSL expects to take during the forecast period. Client is responsible for representations about plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

Reports

Any reports prepared by CSL are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) CSL's reports, suggestions, analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion and (b) CSL will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the Client have any reservations with regard to the estimates, we will discuss them with the Client before the report is issued. Any partially completed work products and drafts presented to the Client are for internal use only.

Confidentiality

CSL will preserve the confidential nature of information received from the Client in accordance with CSL's established policies and practices. The Client agrees not to reference CSL's name or any reports, analyses or other documents prepared by CSL, in whole or in part, in any document distributed to third parties without CSL's prior written consent. The Client agrees that any reports, analyses or other documents prepared by CSL will be used only in compliance with these terms, conditions, applicable laws, and regulations.

Property

To the extent that CSL utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of CSL, and the Client shall not acquire any right or interest in such property. CSL shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization of any works of authorship) in conducting its business, and the Client shall not assert or cause to be asserted against CSL or its personnel any prohibition or restraint from so doing.

LIMITATION ON WARRANTIES

THIS IS A CONSULTING SERVICES AGREEMENT. DUE TO THE INHERENT UNCERTAINTY INVOLVED WITH PREDICTING FUTURE EVENTS AND LOCAL/INDUSTRY CONDITIONS, CSL MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE FINDINGS OR RECOMMENDATIONS CONTAINED WITHIN ANY OF ITS ANALYSES, INCLUDING ANY ESTIMATES AND DISCLAIMERS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL CLAIMS BASED ON ANY POSSIBLE REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION ON DAMAGES

CSL, ITS MEMBERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, PARENT COMPANY AND AFFILIATES SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSSES, DAMAGES, CLAIMS, LIABILITIES, COSTS, OR EXPENSES IN ANY WAY ARISING OUT OF OR RELATING TO THIS ENGAGEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES PAID BY THE CLIENT TO CSL FOR ITS SERVICES. IN NO EVENT SHALL CSL, ITS MEMBERS, PRINCIPALS, OR EMPLOYEES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS). THE PROVISIONS OF THIS LETTER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, AND SHALL SURVIVE THE COMPLETION OR TERMINATION OF THIS ENGAGEMENT.

Findings and Recommendations

Any findings and recommendations presented as a part of this engagement will reflect the analysis of primary and secondary information provided by you and other involved parties. Information provided by third parties will not be audited or verified, unless otherwise noted, and will be assumed to be correct. As any projected information provided as a part of this engagement will be based on various trends and assumptions, there will be differences between the information presented and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

Indemnification

The Client and its affiliates shall indemnify and hold harmless CSL, its members, principals, directors, officers, employees, parent company and affiliates from and against any and all causes of actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, legal fees and expenses)

which may be asserted, brought against, paid or incurred by any of them at any time in any way arising out of or relating to CSL's services, except to the extent it is finally judicially determined that such losses have resulted from the willful misconduct of CSL.

Subsequent Work

CSL, by reason of the performance of its services, is not required to furnish additional work or services, or to give testimony, or to be in attendance in court with reference to the assets, properties, or business interests in question. CSL will have no responsibility to update any report, analysis, or other document relating to its services for any events or circumstances occurring subsequent to the date of such report, analysis, or other document.

Cooperation

The Client shall cooperate with CSL in connection with the performance of its services hereunder, including providing CSL with reasonable and timely access to the Client's information, data, and personnel.

Non-Exclusivity

Nothing in this Letter shall be construed as precluding or limiting in any way the right of CSL to provide consulting or other services of any kind or nature whatsoever to any person or entity as CSL in its sole discretion deems appropriate.

Force Majeure

CSL shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

Independent Contractor

CSL is an independent contractor and not an employee, Agent or partner of Client. CSL is not authorized directly or indirectly to represent to any person that Consultant has the authority to bind the Client to any agreement or course of conduct. However, CSL shall have the right to use subcontractors, as necessary.

Inconsistencies

In the event of any conflict or inconsistency between the provisions set forth in this Letter and any other documents, the provisions of this Letter shall govern.

Complete Agreement

This Letter constitutes the entire agreement between the Client and CSL with respect to the subject matter thereof and hereof, and supersedes all other oral or written representations, understandings, and agreements between the Client and CSL relating to the subject matter thereof and hereof. This Letter cannot be changed, except by written instrument signed by both the Client and CSL. This Letter shall be binding on the Client and CSL, and the Client's and CSL's permitted successors and assigns; however, neither the Client nor CSL may assign this Letter without the prior written consent of the other, except that the Client and CSL may assign this Letter to any successor to all or substantially all of the business or assets of such party.

Mr. Bernie Parker

April 18, 2025

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Governing Law

The Letter shall be governed by and construed under the laws of the State of Texas.

Counterparts

This Letter may be executed in counterparts, or by facsimile or telecommunicated counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same agreement.

Consent and Good Faith Dealings

The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless other indicated specifically in this Letter, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

* * * * *

If you are in agreement with the aforementioned, please indicate by signing in the space provided below, and returning this letter to CSL International. If you would like to discuss this letter, please contact Adam Kerns at (972) 571-7323 or akerns@cslintl.com.

Very truly yours,



CSL International

Acknowledged and Accepted by:

CITY OF ANNA

Printed Name

Title

Signature

Date



Item No. 5.j.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Muhamad Madhat

AGENDA ITEM:

Approve a Resolution supporting the City of Anna's application to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Call for projects. (CIP Manager Muhamad Madhat)

SUMMARY:

This item is a required element of the City's submission to the Texas Department of Transportation of a sidewalk project for grant funding.

FINANCIAL IMPACT:

None at this time. If the City's project is selected by TxDOT for funding, the project scope will be finalized, and the project budget will be included in the FY2025-2026 Capital Improvement Plan for the City.

BACKGROUND:

The Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance on pedestrian and bicycle projects. The City has reviewed the program requirements and identified sidewalk improvements in Anna which are eligible for the program.

The proposed project is primarily located along the US 75 frontage road between W. White Street and Hackberry Drive. Specifically, the project scope includes 4,265 linear feet of a shared use path/sidewalk, and lighting for safety. The project will provide improved pedestrian access to Walmart, Chick-Fil-A, Chili's, Home Depot, and multiple other commercial locations in the adjacent commercial development. In addition, the project would include an improved pedestrian crossing at the intersection of White Street and Buddy Hayes Boulevard.

If the proposed project is selected by TxDOT for funding, this sidewalk will provide safe, accessible infrastructure for pedestrians, cyclists, and other non-motorized users, encouraging healthy lifestyles, reducing traffic congestion, and improving connectivity between key destinations in this area. By enhancing transportation options and recreational amenities, the project aligns with the city goals to attract visitors, support local businesses, and create a more livable and sustainable community.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution - support for TxDOT TA Grant program

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, SUPPORTING THE CITY OF ANNA'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The CITY COUNCIL OF THE CITY OF ANNA would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THAT THE CITY OF ANNA SUPPORTS FUNDING THIS PROJECT AS DESCRIBED IN THE 2025 TA DETAILED APPLICATION (INCLUDING THE PRELIMINARY ENGINEERING BUDGET, IF ANY, CONSTRUCTION BUDGET, THE DEPARTMENT'S DIRECT STATE COST FOR OVERSIGHT, AND THE REQUIRED LOCAL MATCH, IF ANY) AND IS WILLING TO COMMIT TO THE PROJECT'S DEVELOPMENT, IMPLEMENTATION, CONSTRUCTION, MAINTENANCE, MANAGEMENT, AND FINANCING. THE CITY OF ANNA IS WILLING AND ABLE TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT BY RESOLUTION OR ORDINANCE, SHOULD THE PROJECT BE SELECTED FOR FUNDING.

DULY PASSED by a majority vote of all members of the City Council of the City of Anna on this ____ day of May 2025.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain



Item No. 5.k.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Steven Smith

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a purchase order for the construction of an all-weather surface in the equipment yard at the Public Works facility in the City of Anna, Texas. (Director of Public Works Steven Smith)

SUMMARY:

This item is for the construction of an all-weather surface at the Public Works facility.

FINANCIAL IMPACT:

Funding for this item will come from excess fund balance over policy in the Utility Fund in the amount of \$212,350.

BACKGROUND:

The Public Works facility in the City of Anna is located on State Highway 5 in the northern portion of the City. Currently, there are no improved surfaces in the equipment and materials yard behind the public works building. As the volume of work, materials, and equipment has grown, the lack of an all-weather surface is resulting in an excessive amount of mud collecting on equipment, trailers and vehicles, which is then often displaced onto public streets, causing a nuisance for the community. Constructing an all-weather surface will significantly reduce the tracking of mud and dirt off of the site, resulting in cleaner roads for neighbors. In addition, during and after large rain events, the lack of an all-weather surface impacts the ability of the public works team to efficiently move the equipment and materials which are critical to serving Anna neighbors.

WOPAC currently has a contract with Collin County for asphalt paving (Contract #IFB 2025-123 General Road Maintenance), which the City intends to "piggy-back" on to get the best price available for asphalt paving. The City of Anna is a member of the Collin County Purchasing Cooperative, and is able to utilize the County's contract prices through the cooperative.

Earlier this year, the City was able to sell back approximately \$800,000 in unused contract water to other members of the Collin Grayson Municipal Alliance. Staff proposes utilizing a portion of these funds to pay for the proposed all-weather surface. If approved, WOPAC would construct the surface this summer.

STRATEGIC CONNECTIONS:

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

outcome area: Resilient.

ATTACHMENTS:

1. Resolution - Wopac - Public Works

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS TO WOPAC CONSTRUCTION, INCORPORATED FOR THE CONSTRUCTION OF AN ALL WEATHER SURFACE AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED TWELVE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$212,350); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for protecting the health, safety, and welfare of the community, and serving Anna neighbors in an efficient manner; and,

WHEREAS, in order to improve the level of service and minimize tracking of mud and dirt on public streets, the City’s Public Works Department is seeking to construct an all-weather surface for equipment and materials at the Public Works facility; and,

WHEREAS, WOPAC Construction, Incorporated has an existing contract with Collin County known as “IFB 2025-123 General Road Maintenance”; and,

WHEREAS, the City of Anna is seeking to utilize contract IFB 2025-123 as a member of the Collin County Purchasing Cooperative.

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute the purchase order in an amount not to exceed \$212,350 for the construction of an all-weather surface at the Public Works facility in the City of Anna, Texas.

That funding for the purchase orders shall come from the Utility Fund.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of May 2025.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Pete Cain

Exhibit "A"

WOPAC Const. Inc.

P.O. Box 819
Prosper, TX 75078
972-562-8316
adamleachwopac@aol.com
wopacconst.com

Estimate

Estimate No: 2804
Date: 3/3/2025



Quote To:

City of Anna
111 N. Powell Pkwy
Anna, TX 75409

WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Asphalt Paving at Public Works shop

Item	Description	Quantity	Unit	Rate	Amount
1	Area 1 - Grade existing base, Install 8" cement stabilization at 40lbs/SY. Prime and install 3" TY C asphalt compacted in place.	12000	SF	\$6.85	\$82,200.00
2	Area 2 - Grade existing base, Install 8" cement stabilization at 40lbs/SY. Prime and install 3" TY C asphalt compacted in place.	14600	SF	\$6.85	\$100,010.00
3	Area 3 - Grade existing base, Install 8" cement stabilization at 40lbs/SY. Prime and install 3" TY C asphalt compacted in place.	4400	Sf	\$6.85	\$30,140.00

Grand Total \$212,350.00



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action to approve a Resolution directing Publication of Notice of Intention to Issue up to \$85,500,000 Combination Tax and Revenue Certificates of Obligation to Provide Funds for New Police Station and Wastewater Treatment Plant Expansion Projects; and Resolving other Matters relating to the Subject. (City Manager Ryan Henderson)

SUMMARY:

The City's Financial Advisors will provide a presentation with a plan of finance for Combination Tax and Revenue Certificates of Obligation (CO), for Council consideration. The presentation will include proposed projects and a schedule for the sale.

FINANCIAL IMPACT:

The issuance of tax-supported debt has an impact on the property tax rate as a city must set the Interest and Sinking (I&S) portion to meet the City's annual bonded debt payments. Additionally, expanding City facilities will have an impact on future operating budgets.

The repayment of the utility portion of these Certificates of Obligation has been included in the utility rate model and will have an impact on sewer rates over time. The ultimate increase to rates will be determined by future growth as well as the payments by wholesale users, and the use of impact fees to minimize rate increases to Anna neighbors.

BACKGROUND:

Anna continues to see our needs for City facilities expand as we continue to grow. One means of financing large capital projects is through the use of municipal debt. One common form of borrowing is certificates of obligation (COs). In the City of Anna, debt is used to fund roads, facilities, parks, equipment and water and sewer infrastructure.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Anna CO Series 2025 Timetable 5.5.25v2

2. Certificate of Resolution
3. Resolution
4. Notice of Intention

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

HOLIDAY

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

HOLIDAY

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

HOLIDAY

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

Date	Event	Responsible Party
Tuesday, 05/13/25	Regular Scheduled City Council Meeting 1) Presentation of Plan of Finance to City Council 2) City Council directs staff and consultants to implement Plan of Finance 3) City Council approves a Resolution authorizing publication of a Notice of Intent to issue Certificates of Obligation, Series 2025	City Staff / FA City Council City Council
TBD	First Publication of Notice of Intent to issue the Certificates of Obligation, Series 2025 (must be no later than May 23, 2025) Publication of Notice of Intent on City's website (Notice to be on City's website continuously until the Ordinance is adopted)	City Staff, BC
TBD	Second Publication of Notice of Intent to issue the Certificates of Obligation, Series 2025 (must be 7 days after first publication)	City Staff, BC
Wednesday, 05/21/25	Distribution of 1st draft of POS and NOS for comments and send POS to Rating Agency	FA
Friday, 05/30/25	Deadline to provide comments to 1st draft of POS and NOS	All parties
Monday, 06/2/25	Distribution of 2nd draft POS and NOS and send POS to Rating Agency	FA
06/5/25 to 06/10/25	Credit rating conference calls	All parties
Wednesday, 06/11/25	Deadline to provide comments to 2nd draft of POS and NOS	All parties
06/16/25 to 06/20/25	Due diligence conference call	All parties
Friday, 06/13/25	Distribution of 3rd draft POS and NOS for final comments and send POS to Rating Agency	FA
Monday, 06/23/25	Deadline to provide final comments on 3rd draft POS and NOS	All parties
Tuesday, 06/24/25	Rating due from Rating Agency	RA
Wednesday, 06/25/25	Publication of POS and NOS	FA
Tuesday, 07/8/25	Pricing of Certificates of Obligation, Series 2025, Bids due 9:30 am Central Time Regular Scheduled City Council Meeting City Council considers and approves Ordinance Authorizing the Issuance of the Certificates of Obligations, Series 2025	FA City Council
Thursday, 07/17/25	Deadline to publish Final Official Statement	FA
Prior to Closing	Attorney General Approves Sale	AG, BC
Thursday, 07/31/25	Closing of the Series 2025 issue and delivery of funds to the City	UW, BC, PA, EA

Key Actions to be Taken by City Council

Key Actions to be Taken by City Staff

*Preliminary, subject to change.

CERTIFICATE FOR RESOLUTION

We, the undersigned officers of the City of Anna, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 13th day of May, 2025, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

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

Ryan Henderson, City Manager	Carrie Land, City Secretary
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and all of said persons were present, except _____
constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:
a written Resolution

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
UP TO \$85,500,000 COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION TO PROVIDE FUNDS FOR NEW POLICE STATION AND
WASTEWATER TREATMENT PLANT EXPANSION PROJECTS; AND RESOLVING
OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 13TH DAY OF MAY, 2025.

ATTEST:

Pete Cain, Mayor

Carrie L. Land, City Secretary

(SEAL)

RESOLUTION NO. 2025-05-_____

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE UP TO \$85,500,000 COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR NEW POLICE STATION AND WASTEWATER TREATMENT PLANT EXPANSION PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
this 13th day of May, 2025.

Pete Cain, Mayor

ATTEST:

Carrie Land, City Secretary

[CITY SEAL]

EXHIBIT A

CITY OF ANNA, TEXAS NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Anna, Texas, at its meeting to commence at 6:00 P.M. on July 22, 2025, at the Anna Municipal Complex – City Council Chambers, 120 W. 7th Street, Anna, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$85,500,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) constructing, acquiring and equipping a new police station; (ii) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's sewer system, including the Hurricane Creek Regional Wastewater Treatment Plant and related infrastructure improvements, and the acquisition of land and interests in land as necessary therefor; and (iii) legal, fiscal and engineering fees in connection with such projects. The ordinance may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date subsequent to the adoption of the ordinance. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates shall not exceed the maximum maturity permitted by law. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$ [REDACTED]. The current principal of all outstanding debt obligations of the City is \$ [REDACTED]. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$ [REDACTED]. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of certain surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF ANNA, TEXAS



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Bernie Parker

AGENDA ITEM:

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)

SUMMARY:

Staff recommends approval of the Economic Development Incentive Agreement with the Seitz Group, Inc.

FINANCIAL IMPACT:

Maximum Reimbursement amount \$1,600,000 for Roadway Public Infrastructure.

BACKGROUND:

Several months ago, the Economic Development Staff was approached regarding a proposed 56-acre commercial development at the northeast intersection of Rosamond and US Highway 75 in the City of Anna. This project, which includes multiple national brand retailers and eleven retail outparcel units, represents a strategic priority for the city. Recognizing the importance of this development, staff worked in coordination with the City Attorney to prepare an Economic Development Incentive Agreement, which is now being presented for consideration by the City Council.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. (SEITZ) ANNA NEC CORNER -- Incentives Agreement

RESOLUTION NO. _____

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

WHEREAS, Seitz Group, Inc. (the “Developer”) is in the process of developing property for commercial and retail use (the “Project”) at the northeast corner of the intersection of Highway 75 and Rosamond Parkway, in the City of Anna, County of Collin, State of Texas, as generally depicted in Exhibit A to the subject Economic Development Incentive Agreement attached hereto as Exhibit 1 (the “Agreement”); and

WHEREAS, the City has found that the Project and associated incentives provided by the City will promote new or expanded business enterprises; and

WHEREAS, the City is authorized to provide the incentives under Chapter 380 of the Texas Local Government Code and said incentives as described in the Agreement are in exchange for and conditioned upon Developer timely meeting its obligations under the Agreement;

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

SECTION 1. Findings. The findings set forth above are incorporated herein for all purposes as if set forth in full.

SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves the Agreement attached hereto as Exhibit 1, incorporated herein for all purposes, and authorizes the Mayor to execute the same on its behalf, subject to approval as to form by legal counsel for the City, said Agreement to be effective upon its passage and as set forth in said Agreement.

SECTION 3. Administration

The City hereby authorizes the City Manager or his designee to administer the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this the 13th day of May 2025.

Pete Cain, Mayor

ATTEST:

Carrie L. Land, City Secretary

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025, by and between the City of Anna, Texas (the “City”) and Seitz Group, Inc. (“Developer”) (each a “Party” and collectively the “Parties”).

WHEREAS, that certain real property consisting of approximately 63 acres of land located at or near the northeast corner of the intersection of Highway 75 and Rosamond Parkway, in the City of Anna, County of Collin, State of Texas, as generally depicted as in Exhibit A-1 attached hereto and described in Exhibit A-2 each incorporated herein by reference (the “Property”), is in the process of being acquired in order to be developed and used by Developer for a new movie theater, fitness center anchor, a sporting goods anchor, a gas station, and other strip center retail uses (the “Development”); and

WHEREAS, the Development will require installation of certain public roadway improvements and associated infrastructure necessary to serve the Property as more particularly described and depicted on Exhibit B, and the estimated budgeted costs of which are shown on Exhibit C (the “Roadway Public Infrastructure”); and

WHEREAS, Developer has requested certain economic development incentives for development of the Property to defray a portion of the costs of the Development and the Roadway Public Infrastructure; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the City has concluded and hereby finds that the Development, the Roadway Public Infrastructure, and this Agreement clearly promote economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, as amended, and further, is in the best interests of the City and Developer; and

WHEREAS, the City has determined that making economic development grants to Developer in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, will stimulate commercial and business activity, and will generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer covenant and agree as follows:

Section 1. Definitions. For purposes of this Agreement, each of the following terms shall have the meanings set forth below unless the context clearly indicates otherwise:

“Anchor Tenants” means end users of the parcels shown as “Anchor Tenants” on Exhibit A.

“Anchor Buildings” means any building constructed on of the parcels shown for the Anchor Tenants on Exhibit A.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within one hundred twenty (120) days after the filing thereof.

“City Regulations” means the City’s applicable development regulations in effect on the Effective Date, including without limitation City code provisions, ordinances, design standards (including, without limitation, pavement thickness); provided, however, nothing herein shall be construed as a waiver by the Developer or any owner of all or a portion of the Property of any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future improvements on the Property.

“Commencement Date” shall mean the date that the City has approved construction plans for the Roadway Public Infrastructure, the City has issued a notice to proceed with said construction, and Developer has or has caused actual construction of said improvements to begin.

“Completion of Construction of Roadway Public Infrastructure” shall mean that the Roadway Public Infrastructure is sufficiently complete, and finally accepted by the City, said acceptance not to be unreasonably withheld.

“Effective Date” shall mean the last date of execution hereof; provided, however that this Agreement shall not become effective until Developer has: (i) secured all rights, interests and/or benefits to the Liberty 75 Tax Incentives that apply to the Property such that no party other than Developer has any valid claim to receive or benefit from the Liberty 75 Tax Incentives that apply to the Property; and (ii) provided proof acceptable to the City that Developer has secured the exclusive rights, interests and/or benefits as described in subsection (i), above.

“Expiration Date” shall mean the earlier of (a) the date on which Developer has been reimbursed for the costs of construction of the Roadway Public Infrastructure, and all the Impact Fee Credits in Section 2(a) have been issued or (b) the date that is ten years from the Effective Date of this Agreement.

“Force Majeure Event” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, and epidemic, pandemic or other widespread disease (and including delays due thereto continuing after such event has ended).

“Impact Fees” shall mean the water, wastewater, and roadway impact fees assessed and charged against the Anchor Tenants and Multi-Tenant Shop Buildings in accordance with Chapter 395 of the Texas Local Government Code and as set forth in this Agreement.

“Liberty 75 Tax Incentives” shall mean the City’s Sales Tax Grant and the City’s Property Tax Grant—to the extent they apply to the Property—as those grants are defined in Section 7.3(c) of that certain Liberty Hills Development Agreement as recorded as Instrument No. 2024000059345 in the Official Public Records of Collin County, Texas.

“Multi-Tenant Shop Buildings” means the areas shown as Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 on Exhibit A.

“Party” shall mean any party to this Agreement.

“Property” shall mean the real property described in Exhibit A.

“Public Infrastructure,” generally, shall mean all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure serving the Property which is dedicated to the City. Such term includes the Roadway Public Infrastructure.

“Real Property Records” means the official land recordings of the Collin County Clerk’s Office.

“Reimbursable Construction Costs” shall mean the costs of design and construction of the Roadway Public Infrastructure as further described in this Agreement but shall not include costs or expenses associated with right-of-way, land, or easement acquisition costs.

“Roadway Public Infrastructure” shall mean two northbound lanes of Buddy Hayes extending from the intersection of Buddy Hayes Boulevard and Rosamond Parkway to the proposed driveway providing ingress/egress into the Property and associated public infrastructure, including but not limited to public utilities, drainage improvements, sidewalks, landscaping and associated irrigation, and streetlights to be installed in connection therewith, as further described and depicted in Exhibit B.

Section 2. Incentives.

(a) Impact Fee Credits. The City shall provide to the Developer, the Anchor Tenants, or any owner or developer of the Multi-Tenant Shop Buildings, as applicable, as consideration for the attraction of the Anchor Tenants and construction of the Anchor Buildings, Multi-Tenant

Shop Buildings, and the Roadway Public Infrastructure, a credit for Impact Fees to be assessed by the City related to the Anchor Tenants, the Anchor Buildings and Multi-Tenant Shop Buildings in an amount equal to the amount of Impact Fees that would otherwise be due for the Anchor Tenants and Multi-Tenant Shop Buildings, respectively (calculated in accordance with the City's Impact Fee Ordinance in effect at the time of application for a building permit for the Anchor Buildings or Multi-Tenant Shop Buildings, respectively). For each of the Anchor Tenants and Multi-Tenant Shop Buildings, the credit shall be applied at the time of application for a building permit or such earlier time as is necessary to ensure that the credit shall be applied when the Impact Fees are due, without causing any delay to construction of vertical improvements of or related to the Anchor Building or any Anchor Tenant or Multi-Tenant Shop Buildings.

(b) Reimbursable Construction Costs. In exchange for Developer timely and completely satisfying its obligations to construct the Roadway Public Infrastructure under this Agreement, the City shall provide reimbursement to Developer for the Reimbursable Construction Costs of the Roadway Public Infrastructure in a total amount not to exceed \$1,527,924.00 (the "Maximum Reimbursement Amount"), which Maximum Reimbursement Amount is in addition to the Impact Fee Credits provided for in Section 2(a) above; provided, however, that if the actual cost to construct and/or effectuate the Roadway Public Infrastructure is less than the Maximum Reimbursement Amount, Developer shall only receive the actual costs of the Roadway Public Infrastructure. In no event shall the City be required to provide reimbursements in an amount greater than the Maximum Reimbursement Amount even if the actual cost of the Roadway Public Infrastructure exceeds the Maximum Reimbursement Amount. At the Completion of Construction of the Roadway Public Infrastructure, Developer shall provide any and all documentation satisfactory to the City Manager or City Engineer, in the City Manager's or City Engineers' discretion, evidencing the actual costs of the Reimbursable Construction Costs of the Roadway Public Infrastructure.

(c) Review of Construction and Engineering Plans. The City will use reasonable efforts to expedite review of civil engineering plans for the Project, vertical construction of or relating to any of the Anchor Buildings and the Multi-Tenant Shop Buildings, and the Roadway Public Infrastructure, with the understanding and acknowledgement that the City's review process may include comments that need to be addressed by Developer or the owner of any parcels relating to the Anchor Tenants and the Multi-Tenant Shop Buildings. The City shall not unreasonably delay or withhold approval of plans that conform with applicable City Regulations.

(d) Improvements Requiring Approval of Texas Department of Transportation ("TxDOT"). The Parties understand and acknowledge that the City cannot control the determinations or decisions made by TxDOT. The City will reasonably cooperate with TxDOT to attempt to facilitate any necessary approvals from TxDOT for the TxDOT roadway improvements being constructed on the west side of the site (which TxDOT improvements will be constructed at Developer's cost).

Section 3. Obligations. The obligation of the City to provide the Incentives described in Section 2 shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Developer including without limitation each of the terms and conditions set forth below:

(a) Required Construction of Roadway Public Infrastructure. Developer shall construct the Roadway Public Infrastructure and shall timely complete such Roadway Public Infrastructure in a good and workmanlike manner to allow for access to the Development, including the property relating to the Anchor Buildings and Multi-Tenant Shop Buildings. The Commencement Date shall occur on or before November 1, 2025. The Completion of Construction of Roadway Public Infrastructure shall occur on or before June 30, 2026 (the “Roadway Public Infrastructure Deadline”). Notwithstanding the foregoing, Developer may: (i) extend the Roadway Public Infrastructure Deadline for a six-month period by delivering a written notice of extension to the City on or before the Roadway Public Infrastructure Deadline, and upon the delivery of such notice, the Roadway Public Infrastructure Deadline shall be extended to December 30, 2026; and (ii) extend the Roadway Public Infrastructure Deadline for a second six-month period by delivering a written notice of such second extension to the City on or before the expiration of the first six-month extension period, and upon the delivery of such notice, the Roadway Public Infrastructure Deadline shall be extended to June 30, 2027 (the “Outside Roadway Public Infrastructure Deadline”). Such extensions requested by the Developer as described in this Section 3(a) shall be automatic upon delivery of notice and shall not require separate approval of the City. Notwithstanding the foregoing or any other provision of this Agreement, the Roadway Public Infrastructure Deadline shall not be extended beyond the Outside Roadway Public Infrastructure Deadline set forth in this paragraph unless this Agreement is amended to expressly provide for an additional extension by the mutual written agreement of the Parties.

(b) Ownership and Operations. During the term of this Agreement, Developer may sell all or a portion of the Property; provided, however, Developer shall remain liable for all obligations hereunder other than any obligations properly assigned pursuant to Section 27. For clarity, the City acknowledges that the Developer may transfer all or a portion of the Property for development of vertical improvements relating to the Anchor Buildings and Multi-Tenant Shop Buildings, and the City shall provide the Impact Fee Credits under Section 2(a) to the owners of the property relating to the Anchor Buildings and Multi-Tenant Shop Buildings at the time such impact fees would otherwise be due. Notwithstanding the foregoing or any other provision of this Agreement, no Anchor Building or Multi-Tenant Shop Building shall be owned or operated by a tenant for any purpose other than for-profit business use that is subject to payment of property tax and sales tax and this mandatory limitation shall survive for a period of twenty years from the Effective Date.

(c) Waiver of Liberty 75 Tax Incentives; Indemnification. As a condition to the City granting the impact-fee credits and reimbursements described in Section 2(a) and 2(b) of this Agreement and fulfilling any other obligation under this Agreement, Developer agrees to waive and release any rights, interests and/or benefits that Developer may have now or may have at any time in the future to the Liberty 75 Tax Incentives such that the City will receive 100% of all sales tax revenue from the Property and 100% of all property tax revenue from the Property. Section 7.3(c) of the Liberty Hills Development Agreement recorded as Instrument No. 2024000059345 in the Real Property Records—to the extent applicable to the Property—shall expire on the Effective Date since Developer and the City have mutually agreed that no amount shall be paid to Developer or any third party under said Section 7.3(c). To the greatest extent allowed by law, Developer agrees to fully indemnify and hold harmless the City from any claims by any third

parties to all or any of portions of the Liberty 75 Tax Incentives or any other benefits under said Section 7.3(c) that would apply to the Property in the absence of Developer's waiver and release of such rights, interests and/or benefits.

Section 4. Additional Agreements.

(a) Construction of Roadway Public Infrastructure and Other Public Infrastructure. Developer hereby represents and warrants that all construction and inspection activities and improvements in connection with or relating to the Project shall (i) be conducted in a good, safe, and workmanlike manner; and (ii) materially comply with the City Regulations. Unless otherwise provided herein, Developer further agrees and acknowledges that the City shall have no responsibility to perform, monitor, supervise, manage, inspect, or control the construction of the Project or related improvements. However, the City shall have the right, but not the duty, to inspect the progress of Developer's construction of the Project and related improvements. Moreover, Developer hereby represents and warrants that it shall timely and fully pay all applicable fees, including, but not limited to, impact fees (except to the extent such impact fees are credited as provided herein), permit fees, and inspection fees, which fees shall be paid by Developer in accordance with City Regulations and other development requirements including, without limitation, those imposed by the City and any other governing body or entity with jurisdiction over the Property or Project. At no time shall the City have any control over or charge/supervision of Developer's design, construction, installation or other work related to the Project or other infrastructure, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, installation or other work.

(b) Ownership. All Public Infrastructure required for the development of the Property shall be owned by the City upon acceptance of said improvements by the City. Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of land, right of way, or easements for said Public Infrastructure to the City and the public.

(c) Infrastructure. Except as otherwise expressly provided for in this Agreement, Developer shall provide all infrastructure necessary to serve the Property, including, without limitation, streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City, except as expressly provided in this Agreement, and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations, unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. No final plat may be recorded in the Real Property Records of Collin County until construction of all Public Infrastructure shown thereon have been constructed, and thereafter inspected, approved and accepted by the City. Notwithstanding anything contained in this Agreement or in the City Regulations, the Developer, subsequent owner, or anchor tenant may apply for a building permit prior to the completion and acceptance of Public Infrastructure or the filing of a final plat, and the City shall not withhold approval of such building

permit pending completion of the Public Infrastructure or a final plat. Notwithstanding the foregoing, the City shall not be required to provide a certificate of occupancy until the Roadway Public Infrastructure is accepted.

(d) Inspections. The City shall have the right to inspect, at any time, the construction of the Public Infrastructure. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Acceptance by the City shall not be unreasonably withheld.

(e) Approval of Plats/Plans. The design of any Public Infrastructure shall be approved by the City in advance of the construction of the same. 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 or Developer's engineer, or engineer's 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.

(f) Performance Bond, Payment Bond, Maintenance Bond, and Other Security. For each construction contract for any part of the Public Infrastructure, generally, Developer or Developer's contractor must execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be (i) in accordance with Texas Government Code, Chapter 2253; (ii) any and all applicable City Regulations; and (iii) approved by the City. For each construction contract for any part of the Public Infrastructure, Developer or Developer's contractor further must execute a maintenance bond in accordance with applicable City Regulations that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of not less than two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

(g) Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of sending an initial offer to the owner of such property to purchase the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The City shall request and order any appraisal required in connection with the Developer's (if requested by the Developer) or the City's acquisition of such third-party rights-of-way, consents, or easements as described in the preceding two sentences, and the Developer shall pay the costs of such appraisal. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain

Fees”) actually incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City’s reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City’s Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to the Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

Section 5. Termination Provisions.

(a) Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (1) by mutual written agreement of the Parties;
- (2) by a Party, if another Party defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days, after written notice thereof; provided, it shall not constitute a breach or default if corrective action is instituted by or on behalf of such Party within the ninety (90) day period and diligently pursued until the breach or default is corrected; provided, further that a Party will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement (other than the obligation to make a payment) to the extent such Party’s action, inaction or omission is the result of a Force Majeure Event as defined herein;
- (3) by the City if any taxes or assessments owed to the City or the State of Texas by Developer with respect to the Property shall have become delinquent (provided, however, Developer retains the right to timely and properly protest and contest any such taxes or assessments); or.
- (4) by the City if Developer suffers a Bankruptcy or Insolvency.

(b) Effect of Termination. Except to the extent provided herein, upon termination of this Agreement, the Parties shall have no further liabilities or obligations under this Agreement.

Section 6. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

Section 7. Limitation on Liability. It is understood and agreed between the Parties that Developer in satisfying the conditions of this Agreement has acted independently, and the

City assumes no responsibilities or liabilities to third parties in connection with Developer's actions. Nothing in this Agreement waives any immunities and/or limitations on damages otherwise available to a Party as relates to any claims or proceeding brought or pursued by any third party.

Section 8. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

Section 9. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

Section 10. Construction of Agreement: Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

Section 11. Notices. Any notices required or permitted to be given hereunder shall be given by hand delivery with proof of delivery or certified or registered mail, return receipt requested, to the addresses set forth below. Any notice sent by certified or registered mail shall be deemed delivered three days after deposit with USPS with proper postage paid.

If to the City: City of Anna
 Attn: City Manager
 120 W. 7th Street
 Anna, Texas 75409

With a Copy to: Wolfe, Tidwell & McCoy, LLP
 Attn: Clark McCoy
 2591 Dallas Parkway, Ste. 300
 Frisco, Texas 75034

If to Developer: Seitz Group, Inc.
 Attn: Eric Seitz
 1110 Cowan Rd.
 Celina, TX 75009

With a copy to: Greenberg Traurig, LLP
 Attn: Drew Slone
 2200 Ross Avenue, Suite 5200
 Dallas, Texas 75201

Section 12. Attorney's Fees to Prevailing Party. In the event any Party initiates or defends any legal action or proceeding against another Party to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

Section 13. Entire Agreement; Binding Effect of Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

Section 14. Insurance; INDEMNIFICATION and HOLD HARMLESS.

(a) Developer shall obtain and maintain, and shall require all contractors and subcontractors to obtain and maintain: (i) workers compensation insurance in the amount required by law; and (ii) Commercial General Liability Insurance including broad form property damage liability coverage, personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death and proper damage of not less than \$1,000,000.00 for each occurrence of bodily or property damage or personal injury and a \$2,000,000.00 umbrella insurance policy. Upon request of the City, Developer shall provide to the City written evidence that such insurance is being maintained in full force and effect during the construction of the Roadway Public Infrastructure Deadline and any other Public Infrastructure. Coverage described in subsection (ii), above, must be on a "per occurrence" basis. All such insurance shall: (A) 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 (B) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide 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.

(b) **DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER OR OWNERS, INCLUDING THE NEGLIGENCE OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR 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 (TOGETHER, "CLAIMS"); 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. DEVELOPER AND OWNERS SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND/OR OWNERS AND THE CITY, DEVELOPER'S AND/OR OWNERS' INDEMNITY OBLIGATION(S) WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER'S AND/OR OWNERS' OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER AND OWNERS, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, 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 PRIOR TO 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 DEVELOPER'S 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.

Section 15. Invalidation. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

Section 16. Facsimile. A telecopied or electronic facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

Section 17. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 18. Authority to Execute Agreement. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same.

Section 19. Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and if

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

Section 20. Statutory Verifications. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. **Not a Sanctioned Company.** Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. **No Boycott of Israel.** Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. **No Discrimination Against Firearm Entities.** Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. **No Boycott of Energy Companies.** Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 21. Form 1295. Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by Developer. The information contained in the Form 1295 completed by Developer has been provided solely by Developer and the City has not verified such information.

Section 22. Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

Section 23. Recitals. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

Section 24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 25. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 26. Survival of Covenants. Any covenants of the Parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.

Section 27. Assignment. This Agreement may not be assigned by Developer, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned; provided, however, Developer may assign this Agreement to any affiliate of Developer or to any buyer of all or a portion of the Property without the prior consent of the City. Any attempted assignment by Developer in violation of the terms and provisions of this section shall be void. In addition, for clarity, no assignment of this Agreement shall be required for the owner of the Anchor Tenants or Multi-Tenant Shop Buildings to receive the Impact Fee credits set forth in Section 2(a).

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF ANNA, TEXAS

By: _____
Pete Cain, Mayor

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____ 2025, appeared Pete Cain, 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 Mayor of the City of Anna, Texas.

Notary Public, State of Texas

[Signature Page to Economic Development Incentive Agreement]

SEITZ GROUP, INC.,
a Texas corporation

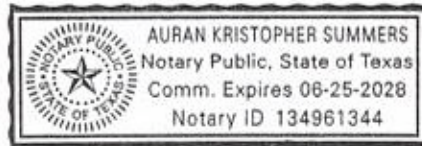
By: 
Name : Eric Seitz,
Its President

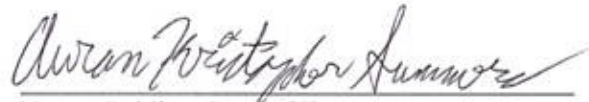
STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on 5/7, 2025 by Eric Seitz in his capacity as President of Seitz Group, Inc., a Texas corporation.

[Seal]




Notary Public—State of Texas

[Developer's Signature Page to Economic Development Incentive Agreement]

EXHIBIT A-1
SITE PLAN

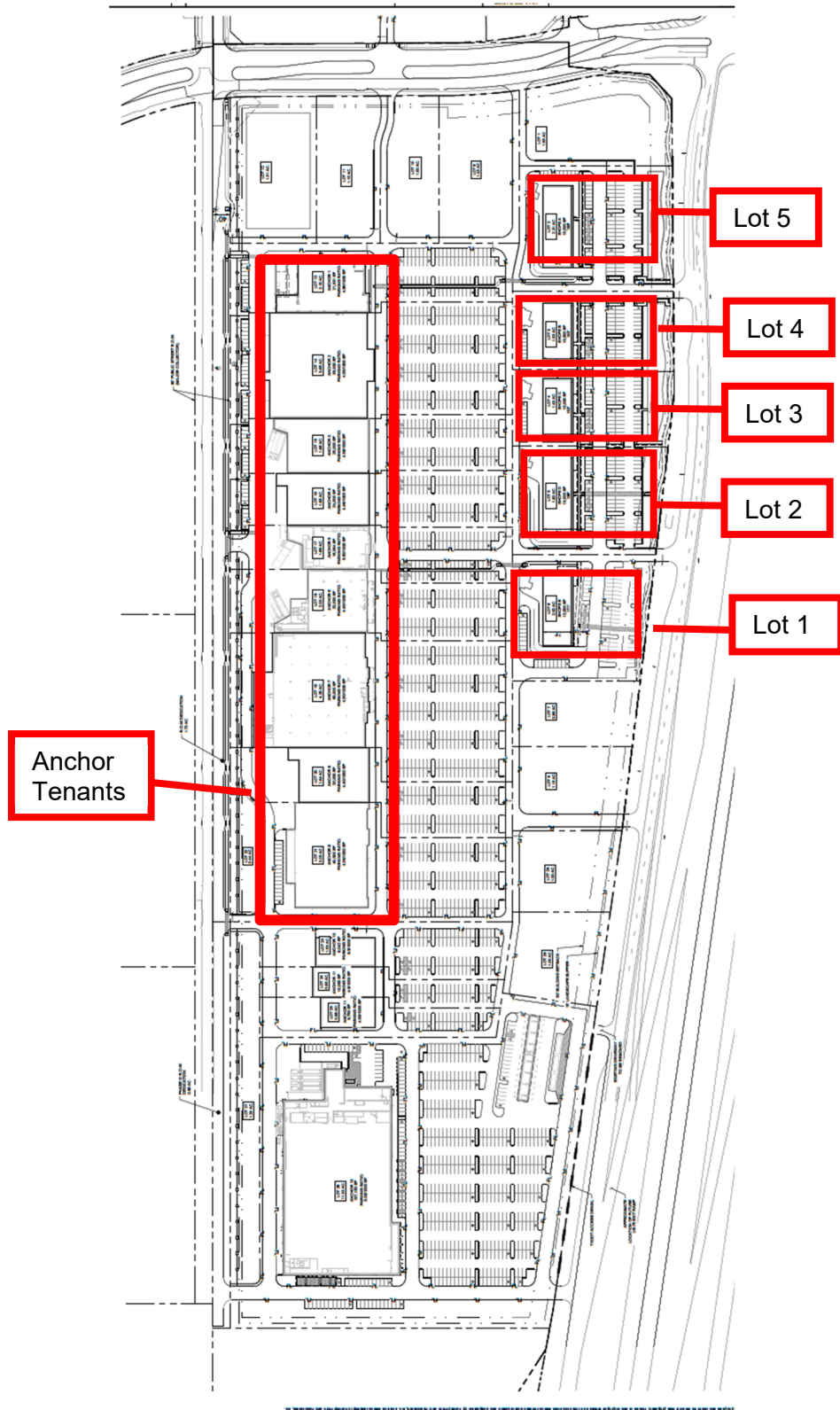


EXHIBIT A-2
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

PHASE 1 AND 2

BEING a tract of land situated in the Henry Smith Survey, Abstract No. 822, City of Anna, Collin County, Texas, and being a portion of a called 74.451-acre tract, described in a General Warranty Deed to Liberty 75, LP, recorded in Instrument No. 2024000024415 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the westerly, southwest corner of said 74.451-acre tract, same being on the easterly right of way line of U. S. Highway 75, a variable width right of way, described as a called 9.306-acre tract of land in a deed to the State of Texas, recorded in Instrument No. 20170920001260330 of the Official Public Records of Collin County, Texas;

THENCE North 01°01'05" West, along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 669.59 feet to a point for corner, from which, a found brass TXDOT right of way monument bears South 84°26'50" East, 0.85 feet;

THENCE North 05°53'50" East, continuing along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 300.13 feet to a brass TXDOT right of way monument found for corner;

THENCE North 06°23'16" East, continuing along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 700.16 feet to a brass TXDOT right of way monument found for corner;

THENCE North 07°36'56" East, continuing along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 2.29 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°26'28" East, departing the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, crossing said 74.451-acre tract, a distance of 248.53 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 00°33'32" West, continuing across said 74.451-acre tract, a distance of 208.07 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°26'28" East, continuing across said 74.451-acre tract, a distance of 681.27 feet to an "X" cut set in a concrete road for corner on the easterly line of said 74.451-acre tract, same being the westerly line of a 40' wide right of way dedication for Buddy Hays Boulevard, as depicted in DHI Anna, an addition to the City of Anna, according to the Final Plat, recorded in Volume 2024, Page 279 of the Plat Records of Collin County, Texas;

THENCE South 00°33'32" East, along the easterly line of said 74.451-acre tract and the westerly line of said DHI Anna, a distance of 1,997.19 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southeast corner of said 74.451-acre tract;

THENCE South 89°07'00" West, along the southerly line of said 74.451-acre tract, a distance of 749.15 feet to a 1/2-inch iron rod found for corner;

THENCE South 89°38'13" West, continuing along the southerly line of said 74.451-acre tract, a distance of 60.06 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 74.451-acre tract, same being in the easterly right of way line of aforesaid U. S. Highway 75;

THENCE North 00°34'15" West, along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 54.79 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 84°51'37" West, along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 184.48 feet to a brass TXDOT right of way monument found for corner;

THENCE North 43°05'07" West, along the westerly line of said 74.451-acre tract and the easterly right of way line of said U. S. Highway 75, a distance of 74.58 feet to the **POINT OF BEGINNING** and containing 44.607 acres (1,943,060 square feet) of land, more or less.

EXHIBIT C
BUDGETED COSTS

Phase	Description	Public
<u>01-00</u>	General Conditions	27,817
<u>00-70</u>	(BY OWNER) Permit/Impact/Tap Fees	0
<u>00-56</u>	(BY OWNER) Materials Testing & Inspec	0
<u>00-01</u>	Traffic Control	20,000
<u>31-00</u>	Excavation/Stabilization	254,864
<u>32-16</u>	Pavement Markings	17,495
<u>32-31</u>	Fencing	0
<u>32-32</u>	Retaining Walls	0
<u>32-90</u>	Landscape/Irrigation	0
<u>33-00</u>	Site Utilities	129,267
<u>32-12</u>	Asphalt	17,700
<u>03-00</u>	Concrete	627,223
<u>04-00</u>	(ALLOWANCE) Masonry	0
<u>05-00</u>	(ALLOWANCE) Structural/Misc. Steel	0
<u>07-90</u>	Sealants/Waterproofing	0
<u>26-00</u>	Electrical	43,103
<u>00-01</u>	(ALLOWANCE) Gas Line	0
<u>00-02</u>	Precast Concrete Screenwall	0
	Sub Total	1,137,469
20.00%	RCC Contingency	227,494
	Insurances	9,085
	P & P Bond	0
3.50%	RCC Fee	40,129
10.00%	Design and Consulting Fees	113,747
	Total	1,527,924



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Bernie Parker

AGENDA ITEM:

Conduct a Public Hearing and take testimony pursuant to Section 372.009, Texas local Government Code regarding the advisability of establishing The Landing Public Improvement District within the City of Anna, Texas and ordering public improvements for the benefit of such District. (Director of Economic Development Bernie Parker)

SUMMARY:

Staff recommends conducting a public hearing and take testimony pursuant to Section 372.009, Texas local Government Code regarding the advisability of establishing The Landing Public Improvement District within the City of Anna, Texas and ordering public improvements for the benefit of such District.

FINANCIAL IMPACT:

The City will collect PID fees as per the City's PID policy at the amount of \$1.1 Million.

BACKGROUND:

The City Council approved a Development Agreement with Rockhill Contracts I, LLC on May 14, 2024, which stated that the city would use reasonable efforts to create a Public Improvement District (PID). The development is approximately 83 acres with 336 SF Lots located within the City Limits of Anna, TX. Located East of AnnaCapri, south of Tara Farms at the intersection of County Road 371 (Lindsey Ln) and Hwy 5.

STRATEGIC CONNECTIONS:

Goal 1: Sustainable Anna Community Through Planned Managed Growth

ATTACHMENTS:



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact: Bernie Parker

AGENDA ITEM:

Consider/Discuss/Action to approve a Resolution Regarding the Creation of the Landing Public Improvement District and Ordering Public Improvements to be made for the Benefit of Such District; Providing for a Severability Clause; Providing an Effective Date; and Containing Other Matters Relating to the Subject. (Director of Economic Development, Bernie Parker)

SUMMARY:

Staff recommends to approve a Resolution Regarding the Creation of the Landing Public Improvement District and Ordering Public Improvements to be made for the Benefit of Such District; Providing for a Severability Clause; Providing an Effective Date; and Containing Other Matters Relating to the Subject.

FINANCIAL IMPACT:

The City will collect PID fees as per the City's PID policy at the amount of \$1.1 Million.

BACKGROUND:

The City Council approved a Development Agreement with Rockhill Contracts I, LLC on May 14, 2024, which stated that the city would use reasonable efforts to create a Public Improvement District (PID). The development is approximately 83 acres with 336 SF Lots located within the City Limits of Anna, TX. Located East of AnnaCapri, south of Tara Farms at the intersection of County Road 371 (Lindsey Ln) and Hwy 5.

On March 3, 2025, a PID petition was submitted for consideration, requesting a public hearing

STRATEGIC CONNECTIONS:

Goal 1: Sustainable Anna Community Through Planned Managed Growth

ATTACHMENTS:

1. Resolution Creating The Landing PID v1

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF ANNA

We, the undersigned officers of the City of Anna, Texas (the "City"), hereby certify as follows:

1. The City Council (the "Council") of the City convened in a regular meeting on May 13, 2025, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

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

Ryan Henderson, City Manager	Carrie Land, City Secretary
------------------------------	-----------------------------

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

A RESOLUTION REGARDING THE CREATION OF THE LANDING PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the Resolution; and the Mayor (or Mayor Pro Tem) and City Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON MAY 13, 2025.

ATTEST:

Pete Cain, Mayor

Carrie L. Land, City Secretary

(SEAL)

Signature Page to a Certificate for
A RESOLUTION REGARDING THE CREATION OF THE LANDING PUBLIC
IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE
MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY
CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER
MATTERS RELATING TO THE SUBJECT.

CITY OF ANNA, TEXAS

RESOLUTION NO. 2025-05-_____

A RESOLUTION REGARDING THE CREATION OF THE LANDING PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Anna, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, on March 3, 2025, there was submitted to and filed with the City Secretary of the City (the "City Secretary") pursuant to the Act that certain "Petition to Establish The Landing Public Improvement District" (the "Petition") requesting the establishment of a public improvement district covering approximately 82.55 acres located within the City as described in the Petition and Exhibit A attached hereto (the "Property"), and to be known as the "The Landing Public Improvement District" (the "District");

WHEREAS, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, the City Council opened and conducted a public hearing on May 13, 2025, to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, all owners of the Property located within the District and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

WHEREAS, the City Council has made findings based on the information contained in the Petition presented to the City Council and any comments received at the public hearing.

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes

more than fifty percent (50%) of the area of all real property that is liable for assessment under the proposal;

- (b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;
- (c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on the Property within the District by enhancing the value of such Property located within the District;
- (d) the general nature of the proposed public improvements and estimated costs thereof are set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;
- (e) the boundaries of the District include all of the Property that is set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;
- (f) the assessment of costs of the proposed improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;
- (g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the Property within the District and other sources available to the owners and developers of the Property within the District, as further described in Exhibit B; and
- (h) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, the District is hereby created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the public improvements described in Exhibit B, the nature and the estimated costs of the public improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein, which are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before May 20, 2025, in accordance with the Act, to file this Resolution with the County Clerk of Collin County, Texas.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. This Resolution has been approved by majority vote of all members of the City Council and constitutes the improvement order establishing and creating the District in accordance with the Act.

Section 7. This Resolution shall take effect immediately from and after the date of its passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
THIS 13TH DAY OF MAY, 2025.

Pete Cain, Mayor

ATTEST:

Carrie L. Land, City Secretary

EXHIBIT A
LEGAL DESCRIPTION OF THE TRACT

Being an 82.55 acre tract of land out of the J.C. Brantley Survey, Abstract No. 114, situated in the City of Anna, Collin County, Texas, being a portion of a called 117.10 acre tract of land conveyed to 3 Monkeys, LLC by deed of record in Document Number 2023000058344 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with pink plastic cap stamped "TXDOT ROW" found in the West right-of-way line of State Highway 5 (right-of-way width varies), also being in the North line of Open Space #1 of Meadow Ridge Estates, Phase One, a subdivision of record in Cabinet P, Page 63 of the Plat Records of Collin County, Texas, being the Southwest corner of a called Parcel 280 - 0.7575 acre tract of land conveyed to The State of Texas by deed of record in Document Number 20190508000513540 of said Official Public Records;

THENCE, S89°48'52"W, leaving the West right-of-way line of State Highway 5, along the South line of said 117.10 acre tract, being in part, the common North line of said Meadow Ridge Estates, Phase One, and in part, the common North line of Meadow Ridge Estates, Phase Two, a subdivision of record in Cabinet R, Page 196 of said Plat Records, a distance of 1,517.49 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the POINT OF BEGINNING;

THENCE, continuing along the irregular South line of said 117.10 acre tract, being in part, the common North and West lines of said Meadow Ridge Estates, Phase Two, and in part, the common North line of Shadowbend, Phase 2, a subdivision of record in Volume 2022, Page 780 of said Plat Records, the following three (3) courses and distances:

1. S89°48'52"W, a distance of 238.22 feet to a 3 inch metal fence post found;
2. S09°22'08"E, a distance of 816.23 feet to a 1/2 inch iron rod with yellow plastic cap stamped "FORESIGHT" found;
3. N88°37'18"W, a distance of 1,726.94 feet to a 1/2 inch iron rod with yellow plastic cap stamped "PAPE DAWSON" found in the East line of a called 58.637 acre tract of land conveyed to MCI Exchange Anacapri A Series Depositor, LLC by deed of record in Document Number 2023000111060 of said Official Public Records, also being in County Road 369, also being the Southwest corner of said 117.10 acre tract and the Northwest corner of said Shadowbend, Phase 2;

THENCE, N01°29'42"E, along County Road 369 and the East line of said 58.637 acre tract, being the common West line of said 117.10 acre tract, a distance of 2,035.03 feet to a mag nail set at the intersection of County Road 369 and County Road 371, being the Northeast corner of

said 58.637 acre tract and the Northwest corner of said 117.10 acre tract;

THENCE, S88°23'05"E, along County Road 371 and the North line of said 117.10 acre tract, a distance of 2,813.64 feet to a mag nail set at the intersection of County Road 371 and the West right-of-way line of State Highway 5, being the Northwest corner of said Parcel 280;

THENCE, S22°11'36"E, along the West right-of-way line of State Highway 5, being the common West line of said Parcel 280, a distance of 49.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, leaving the West right-of-way line of State Highway 5, over and across said 117.10 acre tract, the following two (2) courses and distances:

1. N88°23'05"W, a distance of 1,019.64 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S01°37'11"W, a distance of 1,174.11 feet to the POINT OF BEGINNING, and containing an area of 82.55 acres (3,596,090 square feet) of land, more or less.

EXHIBIT B

PROPOSED IMPROVEMENTS AND ESTIMATED COSTS

Nature of the Authorized Improvements: The general nature of the proposed public improvements may include (a) acquisition, construction and improvements, and maintenance of the improvements, consisting of (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities and facilities related thereto; (v) acquisition of real property, interests in real property, or contract rights in connection with the Authorized Improvements (as defined below); (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) projects similar to those listed in subsections (i) - (v) above or authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (viii) any additional improvement projects authorized in the Act; (ix) payment of costs associated with special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (x) payment of costs associated with developing and financing the public improvements listed in (i) - (ix) above, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (ix) above, and costs of establishing, administering and operating the District (collectively, the “Authorized Improvements”); and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Costs of the Authorized Improvements and Apportionment of Costs: The estimated total costs of the Authorized Improvements is \$25,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The developer of the property (the “Developer”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance Canvassing the May 3, 2025, General Election results. (City Secretary Carrie Land)

SUMMARY:

The following persons are elected as Council Member, Place 4 of the City for a term of three (3) years: Kelly Herndon; and Council Member, Place 6 of the City for term of three (3) years: Manny Singh.

It is hereby certified that no candidate received a majority of the votes cast in the May 3, 2025 election for Place 2 of the City Council. A runoff election between Allison Inesta and Nathan Bryan shall therefore be required.

Candidate/or Proposition		Votes
City Council, Place 2 (Concilio de Ciudad, Lugar 2)		
Allison Inesta	181	27.10%
Nichole Hunt	143	21.41%
Hugh Heath	43	6.44%
Nathan Bryan	301	45.06%
City Council, Place 4 (Concilio de Ciudad, Lugar 4)		
Lee Miller	174	25.99%
Kelly Herndon	497	74.07%
City Council, Place 6 (Concilio de Ciudad, Lugar 6)		
Randy Atchley	173	25.90%
Manny Singh	495	74.10%

FINANCIAL IMPACT:

BACKGROUND:

A general election was held in the City of Anna, Texas (the "City") on May 3, 2025 for the purpose of electing three city council members, each for a three-year term.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Ord Election Canvass 2025

CITY OF ANNA, TEXAS

ORDINANCE NO. _____
(May 3, 2025 Election Canvass)

AN ORDINANCE OF THE CITY OF ANNA, TEXAS CANVASSING THE RETURNS OF A GENERAL ELECTION OF THREE CITY COUNCIL PLACES FOR THREE-YEAR TERMS EXPIRING MAY 2028.

WHEREAS, a general election was held in the City of Anna, Texas (the “City”) on May 3, 2025 for the purpose of electing three city council members, each for a three-year term; and

WHEREAS, the City Council of the City of Anna (the “Council”) has reviewed and investigated all matters pertaining to said general election returns thereof; and

WHEREAS, the Council hereby canvasses the returns of said general election, at which there was submitted to all resident, qualified electors of the City for their action thereupon, the election of three city council members each for a three-year term; and

WHEREAS, the Council has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to this Council by the judges, officials and clerks holding and conducting said general election, the poll lists, and the official elections returns showing separately the votes cast in said election; and

WHEREAS, from the returns, this Council hereby finds that the following votes were cast in said general election by voters who were resident, qualified electors of the City; and

WHEREAS, each of the candidates in said election received the following votes:

Candidate/or Proposition	Votes	
City Council, Place 2 (Concilio de Ciudad, Lugar 2)		
Allison Inesta	181	27.10%
Nichole Hunt	143	21.41%
Hugh Heath	43	6.44%
Nathan Bryan	301	45.06%
City Council, Place 4 (Concilio de Ciudad, Lugar 4)		
Lee Miller	174	25.99%
Kelly Herndon	497	74.07%
City Council, Place 6 (Concilio de Ciudad, Lugar 6)		
Randy Atchley	173	25.90%
Manny Singh	495	74.10%

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

SECTION 1. The Council officially finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of such election was duly given in the English language and the Spanish language, that proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all resident, qualified electors of the City

were permitted to vote at the election, and due returns of the results of the election had been made and delivered, and that the City of Anna has duly canvassed such returns, all in accordance with the laws of the State of Texas and of the United States of America and the Ordinance calling the election.

SECTION 2. It is hereby certified that no candidate received a majority of the votes cast in the May 3, 2025 election for Place 2 of the City Council. A runoff election between Allison Inesta and Nathan Bryan shall therefore be required.

SECTION 3. Subject to being duly qualified and taking the oath of office as provided by the laws of the State of Texas and the City of Anna Home-Rule Charter, the following persons are elected as Council Member, Place 4 of the City for a term of three (3) years: Kelly Herndon; and Council Member, Place 6 of the City for a term of three (3) years: Manny Singh.

ADOPTED AND APPROVED on this 13th day of May 2025.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Pete Cain, Mayor



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance Ordering a Runoff Election to be held June 7, 2025. (City Secretary Carrie Land)

SUMMARY:

Based on unofficial results report from Collin County of the election held on May 3, 2025, it appears that no candidates for Place 2 on the Council received a majority of the votes cast. If a candidate does not receive enough votes to be elected in an election requiring a majority vote, a runoff election is required for the candidates who receive the highest and second highest number of votes.

It is necessary that the Council order a runoff election to be held on the 7th day of June, 2025, from 7:00 a.m. to 7:00 p.m., for the purpose of electing one council member for Place 2.

FINANCIAL IMPACT:

Funding for this service was appropriated in the FY2024 Department budget in the amount of \$25,742.90

BACKGROUND:

In accordance with Article 5, Section 5.04(a) of the Charter of the City of Anna, Texas ("City"), a runoff election is required if no candidate for a City elective office receives a majority of the votes cast.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Ord 2025 Runoff Election Order

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JUNE 7, 2025, FOR THE PURPOSE OF ELECTING ONE CITY COUNCIL MEMBER; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF ELECTION CONTRACTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Texas law, if a candidate does not receive enough votes to be elected in an election requiring a majority vote, a runoff election is required for the candidates who receive the highest and second highest number of votes; and

WHEREAS, in accordance with Article 5, Section 5.04(a) of the Charter of the City of Anna, Texas ("City"), a runoff election is required if no candidate for a City elective office receives a majority of the votes cast; and

WHEREAS, the City of Anna City Council ("Council") is required to order such a runoff election not later than the fifth day after the final canvass of the main election is completed; and

WHEREAS, based on unofficial results report from Collin County of the election held on May 3, 2025, it appears that no candidates for Place 2 on the Council received a majority of the votes cast; and

WHEREAS, it is necessary that the Council order a runoff election to be held on the 7th day of June, 2025, from 7:00 a.m. to 7:00 p.m., for the purpose of electing one council member for Place 2; and

WHEREAS, the election shall be held as a Runoff Election administered by the Collin County Elections Administrator in accordance with the provisions of the Texas Election Code, the Charter of the City of Anna, and a Contract for Election Services with the County of Collin; and

WHEREAS, the Collin County Commissioner's Court has formally adopted the ExpressVote Universal Voting System; and

WHEREAS, the ExpressVote Universal Voting System has been certified by both the Texas Secretary of State and the United States Election Assistance Commission;

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

SECTION 1. ELECTION ORDER

A runoff election is hereby ordered to be held by the City of Anna, Texas, on **Saturday, June 7, 2025**, for the purpose of electing a council member for Place 2.

Polling locations for the election will be determined in the Contract for Election Services to be entered into with Collin County. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. the date of the election. The election will be conducted in accordance with the Contract for Election Services, by and between the City and Collin County, and the Texas Election Code.

SECTION 2. ELECTION NOTICE

The City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day nor later than the 10th day, before election day as provided in Section 2.026 and Section 4.003 of the Texas Election Code; and shall be posted on the bulletin board used for posting notices of the City Council meetings not later than the 15th day before election day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005. The City Secretary is also directed to post the election notice on the Internet website of the City of Anna.

SECTION 3. EARLY VOTING

Early voting by personal appearance by any qualified Collin County resident shall be conducted at the following addresses, or at any of the other Collin County Vote Centers* established by the Collin County Elections Administrator and designated for use in this election. Early voting by personal appearance for the June 7, 2025 runoff election will be conducted by the Collin County Elections Administration.

The dates and times for early voting by personal appearance are as follows:

Sunday <i>(Domingo)</i>	Monday <i>(Lunes)</i>	Tuesday <i>(Martes)</i>	Wednesday <i>(Miércoles)</i>	Thursday <i>(Jueves)</i>	Friday <i>(Viernes)</i>	Saturday <i>(Sábado)</i>
May 25 No Voting <i>(25 de Mayo)</i> <i>(Sin votar)</i>	May 26 No Voting Memorial Day <i>(26 de Mayo)</i> <i>(Sin votar)</i> <i>(Día de los Caídos)</i>	May 27 Early Voting <i>(27 de Mayo)</i> <i>(Votación adelantada)</i> 8 am – 5 pm	May 28 Early Voting <i>(28 de Mayo)</i> <i>(Votación adelantada)</i> 8 am – 5 pm	May 29 Early Voting <i>(29 de Mayo)</i> <i>(Votación adelantada)</i> 8 am – 5 pm	May 30 Early Voting <i>(30 de Mayo)</i> <i>(Votación adelantada)</i> 8 am – 5 pm	May 31 Early Voting <i>(31 de Mayo)</i> <i>(Votación adelantada)</i> 8 am – 5 pm
June 1 No Voting <i>(1 de Junio)</i> <i>(Sin votar)</i>	June 2 Early Voting <i>(2 de Junio)</i> <i>(Votación adelantada)</i> 7 am – 7 pm	June 3 Early Voting <i>(3 de Junio)</i> <i>(Votación adelantada)</i> 7 am – 7 pm	June 4 <i>(4 de Junio)</i>	June 5 <i>(5 de Junio)</i>	June 6 <i>(6 de Junio)</i>	June 7 Election Day <i>(7 de Junio)</i> <i>(Día de elección)</i> 7 am – 7 pm

SECTION 4. ELECTION DAY POLLING PLACE

On June 7, 2025, Runoff Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. and conducted at the Anna Municipal Complex, 120 W. 7th Street, Anna, Texas 75409 or at any of the other vote centers established by the Contract for Election Services. The Collin County Elections Administrator will conduct the run-off election to be held on June 7, 2025.

SECTION 5. EARLY VOTING BY MAIL

Applications for early voting ballot by mail shall be mailed to: Kaleb Breaux Elections Administrator, 2010 Redbud Blvd., Ste. 102, McKinney, Texas 75069. Applications for early voting ballot by mail must be received no later than the close of business on May 27, 2025.

SECTION 6. ELECTRONIC VOTING EQUIPMENT

That in accordance with Section 123.001 of the Texas Election Code, the ExpressVote Universal voting machines approved by the Secretary of State are hereby adopted for

the election on June 7, 2025.

SECTION 7. ADMINISTRATION AND PROCEDURES OF THE ELECTION

The City Manager is hereby authorized and directed to enter into any agreements with Collin County Elections Administration, make any necessary supplements to said agreements, and to execute such election agreements for said election.

SECTION 8. ELECTION OFFICIALS

Pursuant to the Contract for Election Services, the Collin County Elections Administrator shall serve as Early Voting Clerk for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by Collin County Elections Administrator.

SECTION 9. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.001, et seq., of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Contract for Election Services and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Contract for Election Services.

SECTION 10. SAVINGS, SEVERABILITY AND REPEALING CLAUSES

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE

This ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 13th day of May 2025.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Pete Cain



Item No. 9.

City Council Agenda
Staff Report

Meeting Date: 5/13/2025
Staff Contact:

AGENDA ITEM:
Adjourn.

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS: