

AGENDA

City Council Meeting



Tuesday, January 12, 2021 @ 6:30 PM

**Sue Rattan Elementary School
1221 S. Ferguson Parkway, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on January 12, 2021, at the Sue Rattan Elementary School, Located at 1221 S. Ferguson Pkwy, to consider the following items.

Welcome to the City Council meeting. Please sign the Sign-In-Sheet as a record of attendance. If you wish to speak on an open-session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing and any item that is not on this meeting agenda. The public will be permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting. We are encouraging neighbors, who wish to speak, to complete a [Speaker Registration Form](#) and submit to City Secretary Carrie Land (cland@annatexas.gov) by 5:00 PM so it may be read into the record. 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 factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. **Reports.**

Receive reports from Staff or the City Council about items of community interest. *Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.*

- a. Congressman Pat Fallon to speak with Council.
- b. Recognition of out going Deputy Mayor Pro Tem John Beazley. (Mayor and Council)
- c. Introduction and issue oath of office to newly elected Council Members. (City Secretary Carrie Land)
- d. Introduction and issue oath of office to New Police Chief, Dean Habel (City Manager Jim Proce)
- e. Recognition of the City of Anna's 2020 U.S. Census efforts. (City Manager Jim Proce)
- f. Recognition for the Anna City Manager, Jim Proce, ICMA-CM, being named to the Engaged Local Government Leaders (ELGL) Traeger Award List for Top 100 Local Government Influencer for 2020. (Assistant City Manager Ryan Henderson)

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 Council Meeting Minutes for December 8, 2020. (City Secretary Carrie Land)
- b. Review quarterly attendance records for Council, Boards and Commissions. (City Secretary Carrie Land)
- c. First Quarter Financial Report for the City of Anna for the quarter ended December 31, 2020. (City Manager Jim Proce)
- d. Approve a Resolution to abandon easements in Anna Crossing Phase 4B which are no longer required for public access and drainage. (Director of Public Works Greg Peters)
- e. Approve a Resolution of the City of Anna approving and authorizing the City Manager to execute a roadway and waterworks impact reimbursement agreement by and between the City of Anna, Texas and Anna 455 Commercial, LP, a Texas Limited Partnership. (Finance Director Alan Guard)

- f. Approve a Resolution approving an Interlocal Agreement with the City of Melissa to acquire a portion of their Take or Pay Water Purchase for the water year 2019-2020 and authorize the City Manager to sign the agreement. (Finance Director Alan Guard)
- g. Approve a Resolution awarding bids for the construction of a ballfield and fence installation at Johnson Park to Homerun Construction Services, LLC, of Blue Ridge, Texas in the amount of \$82,362 and authorize the City Manager to execute the contract. (Marc Marchand, Director of Neighborhood Services)

6. **Items For Individual Consideration.**

- a. Consider/Discuss/Action an Ordinance to revise the sewer lateral inspection process. (Director of Public Works Greg Peters, P.E.)
- b. Consider/Discuss/Act on approval of a Subdivision Improvement Agreement for the public water, sanitary sewer, and roadway improvements related to the Woods at Lindsey Place development located on future Rosamond Parkway between US 75 and State Highway 5. (Director of Public Works Greg Peters, P.E.)
- c. Consider/Discuss/Action on appointment of the Mayor Pro Tem and Deputy Mayor Pro Tem. (City Manager Jim Proce)
- d. Consider/Discuss/Action on appointment of Council Liaisons for Boards and Commissions. (City Manager Jim Proce)

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). Charter provisions and Council procedures. Sign regulations.
- 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 at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 PM on January 8, 2021.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Congressman Pat Fallon to speak with Council.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 1/8/2021



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Recognition of out going Deputy Mayor Pro Tem John Beazley. (Mayor and Council)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 1/8/2021



Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Introduction and issue oath of office to New Police Chief, Dean Habel (City Manager Jim Proce)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Created/Initiated - 1/8/2021



Item No. 4.e.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Recognition of the City of Anna's 2020 U.S. Census efforts. (City Manager Jim Proce)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Kimberly Winarski, Management Analyst

Created/Initiated - 1/8/2021



Item No. 4.f.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021
Staff Contact: Ryan Henderson

AGENDA ITEM:

Recognition for the Anna City Manager, Jim Proce, ICMA-CM, being named to the Engaged Local Government Leaders (ELGL) Traeger Award List for Top 100 Local Government Influencer for 2020. (Assistant City Manager Ryan Henderson)

SUMMARY:

Jim Proce was recently named a Traeger Award winner by the Engaging Local Government Leaders (ELGL) organization. The annual award recognizes an individual's influence inside and outside of the community through professional associations, mentoring and writing. It is named for Chris Traeger, the city manager of Pawnee, Indiana played by Rob Lowe in the popular television series "Parks and Recreation."

"I'm honored to be associated with this recognition, but even more intrigued to see the stories of the other recipients as there are lots of amazing folks working for cities all over the country being recognized by the group," Proce says.

"The ELGL is a professional organization created to engage government leaders by providing easy access to relevant information through podcasts, blogs, webinars, conferences and other platforms," says Co-founder Kent Wyatt, "and information sharing between governments.

Wyatt and his wife Kirsten moved from Virginia to the Portland area, both of them working in city government. As he was searching for a new job, he found that information was hard to come by, with many professional organizations only focusing on a particular area like finance or planning.

The ELGL started as a 16-member dinner group in Portland back in 2012. Today it has more than 4800 members from across the United States, Canada, the United Kingdom, Israel and Australia.

Wyatt says it's a big tent organization not looking to compete with other professional organizations. Most members are also involved with other groups. "We try to be different, more engaging and more fun," he says. "One of the things we passionately

believe in are diversity, equality and inclusion. We don't believe pushing the status quo is in our best interest."

The idea for the Trager Awards came when Wyatt was watching a summer show on the NFL Network ranking the top 100 players in football. That got him thinking about a way to put together something similar for government workers. The Traeger Award became a way for the ELGL to not necessarily rank government leaders but to put them on an exclusive list where they can be recognized. Last year Rob Lowe even gave the winners a shout-out on this Twitter Page.

"Public service isn't exactly warm and fuzzy," Wyatt says. "A lot of the times they are trying to put out fires, so it's good to recognize those who are doing a good job. That's really what it's all about."

As for Proce, he was one of the ELGL's first Texas members, he's written for the organization before and spoken at their conferences. Wyatt says that there are lots of things that he can learn from Jim even though the two work thousands of miles apart and have only met in person on a handful of occasions. He praises Proce's willingness to become a mentor to others by sharing information and experiences with those who will follow him into civic leadership positions.

"In my mind Jim's a great example of somebody who's not just stamping the timesheet," Wyatt said. "I think he has a unique approach to work and an energy that we need in government."

[Anna city manager named to Traeger Award list \(amtrib.com\)](http://amtrib.com)

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

For information only

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Created/Initiated - 1/8/2021



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Approve Council Meeting Minutes for December 8, 2020. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. CCmin20201208 Draft

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 1/8/2021

**Regular City Council Meeting
Meeting Minutes**



Tuesday, December 8, 2020 @ 6:30 PM

**Sue E. Rattan Elementary School
1221 S. Ferguson Parkway, Anna, Texas 75409**

The City Council of the City of Anna met at 6:30 PM, on December 8, 2020, at Sue E. Rattan Elementary School, Located at 1221 S. Ferguson Parkway, to consider the following items.

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

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

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Alonzo Tutson, Alexia Swanepel, Annie Chaddick, Judy Kimzey, Rebekah Ussery spoke in favor of a public library.

4. Reports.

a. Congressman Pat Fallon to speak with Council.

Congressman Fallon had to reschedule.

b. Update from Mayor Pro-Tem Lee Miller

Lee Miller stated he is a "Neighbor" first. He congratulated Council Member Vollmer on the birth of his first baby. He thanked everyone for their prayers and well wishes during the time he was sick with COVID-19.

**c. Administer Oath of Office to newly elected Council Member Danny Ussery.
(City Secretary Carrie Land)**

City Secretary Carrie Land administered the Oath of Office to Council Member Ussery. Council Member Ussery took his seat in Place 5.

- d. Recognition of Nathan Bryan for his years of service on the City Council. (Mayor Pike)
- e. Presentation of Employee Engagement Survey Results (City Manager Jim Proce)
- f. Update on Application to Collin County Project Funding Assistance Program 2018 Bond Second Series (Grants) (City Manager Jim Proce)
- g. Update on Holiday Events (Director of Neighborhood Services Marc Marchand and Fire Chief Ray Isom)
- h. Brief update on COVID-19 Activity
- i. Communication to Council regarding the City of Anna Diversity of Inclusion Advisory Commission (Assistant City Manager Ryan Henderson)

5. Work Session.

- a. Bond Program Information (City Manager Jim Proce)

Council will hold a special meeting, the first week in January 2021, to discuss this item in detail.

6. Consent Items.

Consent Items 6. i., m., and n. were removed from the Consent agenda.

MOTION: Council Member Toten moved to approve Consent Items 6. a.-h., j., k., and l. Council Member Vollmer seconded. Motion carried 6-0.

- a. Approve City Council Meeting Minutes for November 10, 2020, and November 17, 2020. (City Secretary Carrie Land)
- b. Review minutes of the November 2, 2020, Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- c. Review minutes of the October 1, 2020, Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)
- d. Review minutes of the November 5, 2020, Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)
- e. Review update/revision to Assignment of Acting City Manager. (City Manager Jim Proce)
- f. Approve a Resolution regarding the Anna 455 Addition, Block A, Lots 4 - 6, Preliminary Plat. (Director of Development Services Ross Altobelli)

Jonathan Kerby, P.E., Kimley-Horn and Associates, Inc., submitted an application for approval of a preliminary plat for Anna 455 Addition, Block A, Lots 4-6. There is vacant property on 3 lots on 4.3± acres located on the north side of White Street. (FM 455) and 350± acres west of Ferguson Parkway. Zoned PD 709-2015.

The purpose for the preliminary plat is to propose lot and block boundaries and easement necessary for the creation of three nonresidential lots. The Planning and Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR ANNA 455 ADDITION BLOCK A, LOTS 4-6

- g. Approve a Resolution regarding the Anna Ranch, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

It is recommended that the City Council approve a resolution regarding the Anna Ranch, Phase 1, Final Plat. Jamie Marcoux, P.E., LJA Engineering, has submitted an application to amend the Final Plat for Anna Ranch by only platting the lots that will be constructed in Phase 1. The Anna Ranch Phase 1, Final Plat is in conformance with the existing zoning and generally conforms to the Anna Ranch Preliminary Plat.

The purpose for the final plat is to establish lot and block boundaries, and dedicate easements and street rights-of-way necessary for completion of the residential subdivision. The Planning and Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RANCH PHASE 1, FINAL PLAT.

- h. Approve a Resolution regarding the Anna Business Park, Block A, Lots 1 - 14, Concept Plan. (Director of Development Services Ross Altobelli)

It is recommended that the City Council approve a resolution regarding the Anna Business Park, Block A, Lots 1 - 14, Concept Plan.

5G Studio Industrial, LLC, has submitted an application for approval of a concept plan for Anna Business Park Block A, Lots 1 - 14. There is a vacant property on 60.3 acres located on the north side of the Collin County Outer Loop Road, 300 feet east of State Highway 5.

The purpose for the concept plan is to show the proposed industrial park lot layout and related site improvements. The Planning and Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA BUSINESS PARK, BLOCK A, LOTS 1-14, CONCEPT PLAN

- i. Approve a Resolution approving an Economic Development Incentive Policy. (Economic Development Director Joey Grisham)

As a part of the Anna Strategic Plan and Anna Economic Development Strategic Plan, development of an Incentive Policy was listed as a high priority for the Council and CDC/EDC Boards. The role of an Incentive Policy is to provide

parameters and guidelines for incentives and lay out the approval and application process. While an Incentive Policy does need some specifics, it should not be overly restrictive in order to allow for flexibility in meeting Council and CDC/EDC goals and objectives.

The Economic Development staff did extensive research by reviewing other similar policies and incorporated the priorities from the City and Economic Development plans. The CDC and EDC Boards unanimously adopted the policy on October 1, 2020.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY OF ANNA; ESTABLISHING GUIDELINES AND CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

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

- j. Approve a Resolution Recommending an Appointment to the North Texas Groundwater Conservation District Board of Directors. (Assistant City Manager Ryan Henderson)

On May 27, 2009, Governor Perry signed SB 2497 into law which authorized the creation of the North Texas Groundwater Conservation District. The District encompasses Collin, Cook, and Denton Counties and is governed by a nine-member Board of Directors appointed by the Commissioners Court of each participating County.

As the City of Anna is the largest municipal groundwater producer in Collin County, the City is to hold a seat on the board as recommended by the City Council and appointed by the Commissioners Court.

In 2019, then Assistant to the City Manager Ryan Henderson was appointed to the board. The recommendation is to have Public Works Director Greg Peters, P.E., assume the position on the board as the City of Anna selection. Mr. Peter's term will begin effective immediately and expire June 1, 2023.

A RESOLUTION OF THE CITY OF ANNA, TEXAS, RECOMMENDING AN APPOINTMENT TO THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS

- k. Approve a Resolution authorizing the City Manager to execute a professional services agreement for the design of the Throckmorton Creek Sewer Interceptor Extension north of FM 455. (Director of Public Works Greg Peters, P.E.)

The City of Anna Wastewater Master Plan identifies the future extension of a

trunk sewer line along Throckmorton Creek from FM 455 to the north, which is intended to provide sewer services for future development between US 75 and SH 5.

The City has received many inquiries and development concepts of this area over the past 6 months, including the recently approve zoning for a DR Horton Development along future Rosamond Parkway. This interest demonstrates a need for the Throckmorton sewer extension project in the immediate future.

The scope of the project is approximately 6,500 linear feet of 15" sewer main and 1,300 linear feet of 8" to 12" sewer main.

Staff worked with HDR Engineering, Incorporated, to put together a scope and professional services agreement for the engineering and land surveying services required for the project, which is attached to the Resolution. HDR is a highly qualified engineering firm with a great deal of experience in successfully designing this type of project.

The total maximum anticipated fee for the project is \$335,732, which includes some special services which may not be required for the project. The City will only pay for, and HDR will only complete, the special services specifically approved by the City as needed to complete the project. The project will be funded through Wastewater Impact Fees.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND HDR ENGINEERING, INCORPORATED, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND ZERO CENTS (\$335,732.00) AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

- I. Approve a Resolution making revisions to the Investment Policy. (Management Analyst Kimberly Winarski)

The City of Anna, per the Investment Policy, is required to revisit, revise, and adopt the Investment Policy each year. This year, in an effort to certify the Investment Policy through the Government Treasurers' Organization of Texas's (GTOT) Investment Policy Certification Program, the City has updated the Policy based upon components of the certification checklist.

Notable changes to the Investment Policy were the addition of three things missing from the checklist: (1) a section saying that if an investment is downgraded to below minimum required ratings, that the city will take all prudent measures to liquidate the investment, (2) a section exempting existing investments from updated guidelines, and (3) a section requiring the market value of all securities in the portfolio be calculated on a quarterly basis and included in the quarterly investment report.

After adoption, the updated Investment Policy will be submitted to the GTOT for certification and feedback.

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

m. Development Agreement – Anacapri

Approve a Resolution entering in to a development agreement with JY & KC, LLC, Kayasa Holdings, LLC, Oakwood Village Apartments Inc., and Young Kim & Tim Mueller to establish development and design regulations for further development on 341 acres consisting of multiple tracts of land generally located on the east and west side of future Ferguson Parkway, north of Hackberry Drive, and south of CR 371 (future Mantua Road). (Director of Development Services Ross Altobelli)

The Property Owners have, at the request of Developer, applied to rezone the Property to allow for Planned Development-Multi-Use.

With respect to all structures/development within the PD-MU Zoning District, the Property Owners agree to comply with the masonry material requirements and architectural design standards within the Anna City Code of Ordinances as detailed in the attached Development Agreement.

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

n. Approve a Resolution setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone for Phase 1 of the Sherley Tract development. (Director of Economic Development Joey Grisham)

This item sets a public hearing on January 12, 2021 for the creation of a Tax Increment Reinvestment Zone for Phase I of the Sherley Tract development.

The applicant requested this item be tabled to a future meeting.

MOTION: Mayor Pike moved to table. Council Member Beazley seconded. Motion carried 6-0.

7. Items For Individual Consideration.

a. Consider/Discuss/Action on appointment of the Mayor Pro Tem and Deputy Mayor Pro Tem. (City Secretary Carrie Land)

Pursuant to the conditions provided for in the City Charter, SECTION 3.04 (b)

and (c), it is required that the City Council appoint the positions of Mayor Pro Tem and Deputy Mayor Pro Tem, respectively, at the first regular meeting after an election of a new council member.

MOTION: Council Member Beazley moved to appoint Council Member Miller as Mayor Pro Tem and Council Member Vollmer as Deputy Mayor Pro Tem. Motion died for lack of a second.

MOTION: Mayor Pike moved to table. Council Member Ussery seconded. Motion carried 5-1. Toten opposed.

- b. Consider/Discuss/Action on an Ordinance Amending the FY2020 - 2021 Budget to add three firefighters. (City Manager Jim Proce)

The proposed budget amendment includes funding for the following purposes:

The Anna Fire Department received notification from FEMA on October 28, 2020, that no funding was awarded from the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. During the FY2021 budget process, funding for three Firefighter positions was budgeted in the Grants Fund as the required match for this program. As no funds are to be awarded, this amendment eliminates the transfer from the General Fund to the Grant Fund for the grant match, adds additional funding to the payroll line items in the Fire Department, and authorizes the Fire Department to add three additional full-time equivalent (FTEs) Firefighter positions.

AN ORDINANCE AMENDING ORDINANCE NO. 875-2020 ADOPTING THE BUDGET FOR THE 2020-2021 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

- c. Consider/Discuss/Action on Fourth Amendment to Villages of Hurricane Creek Subdivision Improvement Agreement. (Director of Economic Development Joey Grisham)

This item involves an amended Subdivision Improvement Agreement (SIA) with Centurion American for the Village of Hurricane Creek development. It includes amendments and additional language related to the planned Amphitheatre, updated fire station site, and other items.

MOTION: Council Member Toten moved to approve. Council Member Ussery seconded. Motion carried 5-1. Beazley opposed.

- d. 1) Conduct a public hearing to consider public comments to rezone 370± acres

located on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455) **from** Planned Development 689-2015-Single-Family Residence (SF-84) **to** Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District Zero Lot Line homes (PD-SF-84/SF-72/SF-60/SF-Z).

2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 370± acres **from** Planned Development 689-2015-Single-Family Residence (SF-84) **to** Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line homes (PD-SF-84/SF-72/SF-60/SF-Z). (Director of Development Services Ross Altobelli)

3) Consider/Discuss/Action on a Resolution regarding the Concept Plan, The Villages of Hurricane Creek, associated with the rezoning request.

The developer, Centurion American, presented a new overall concept plan for the Villages of Hurricane Creek and the Villages of Hurricane Creek-North at the December 10, 2019 City Council meeting. This new illustrative plan depicted an overall development with smaller lots outside of the Phase 1 limits than approved in the current zoning, though the focus of the presentation was on an additional parcel for multiple-family and commercial uses. The lots within Phase 1 & 1B (294 lots) meet the adopted 2015 zoning and are not proposed to be modified.

The remaining lots (586 lots) meet the general standards and layout that were presented to Council in December 2019 and shown again as part of the zoning for multiple-family and general commercial last June.

The applicant has made two modifications to the concept plan associated with the zoning request since the November 2nd Planning & Zoning Commission meeting. In accordance with the direction provided by the Commission, the applicant has worked with the Fire Chief and staff to identify a more suitable location for the Fire Station along Standridge Boulevard. Additionally, the applicant is proposing additional open space dedication to the City subject to review by the city's Parks Advisory Board and approval by the City Council prior to Preliminary Plat approval.

The Planning & Zoning Commission recommended approval, 6 - 1 in favor of the zoning request.

Mayor Pike opened the public hearing at 8:36 PM.

No public comments.

Mayor Pike closed the Public hearing at 8:42 PM.

(Property rezoned under this ordinance is generally located on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455))
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.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 5-1. Beazley opposed.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES AT HURRICANE CREEK CONCEPT PLAN

MOTION: Council Member Miller moved to approve. Council Member Ussery seconded. Motion carried 5-1. Beazley opposed.

- e.
- 1) Conduct a public hearing to consider public comments to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua Road from Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 to Planned Development Mixed-Use (PD-MU). The planned development district will include the following zoning districts with modified development standards Restricted Commercial (C-1), Single Single-Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z).
 - 2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua Road **from** Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 **to** Planned Development Mixed-Use (PD-MU). (Director of Development Services Ross Altobelli)
 - 3) Consider/Discuss/Action on a Resolution regarding the Concept Plan, Anacapi, associated with the rezoning request.

Request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive, and south of CR 371 (Mantua Road)The applicant is requesting zoning that would allow for a predominantly residential development that would include a mixture of residential types and supporting commercial zoning: The residential make-up of the zoning includes:SF-60 (50' x 120') = Minimum 651 Lots SF-Z (40' x 100') = Maximum 588 LotsMF-2 = Maximum 600 units A centralized feature of the zoning request includes a privately owned and maintained lagoon with associated amenities, a portion of which will be open to the public.

The proposed single-family zoning meets the minimum lot width, depth, and size

requirements and is in harmony with the adjacent existing and future residential developments. The applicant has included stipulations to create a walkable multi-use development. Amenities of the zoning include a private lagoon that will be open to the public, dedication of a linear Neighborhood Park, public and private hike and bike trails, and preservation of existing mature vegetation. The proposed zoning also includes dedication of land for a future elementary school. See staffs report prepared for the Planning & Zoning Commission for more information.

The Planning & Zoning Commission is scheduled to conduct a public hearing on Monday, December 7th.

Mayor Pike opened the public hearing at 9:09 PM.
Dr. Edwards submitted a letter of opposition (see Exhibit A).
Mayor Pike closed the public hearing at 9:12 PM.

(Property rezoned under this ordinance consists of multiple tracts of land which are generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of CR 371 future Mantua Road)

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.

MOTION: Council Member Beazley moved to approve, subject to P&Z's recommendation with exception on four-stories. Council Member Toten seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANACAPRI CONCEPT PLAN

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 5-0. Council Member Miller was out of the room.

- f. Consider/Discussion/Action on a Resolution approving a variance request to allow for modified signage. (Director of Development Services Ross Altobelli)

The applicant is requesting a variance from the City of Anna Sign Ordinance for the purpose of increasing sight visibility along W. White Street (FM 455).

The request is for an increased copy area to 112 square feet due to two brands of restaurants operating in unison within the same building. The current maximum copy area is 80 square feet. Additional signage on the property will be subject to the rules and regulations of Article 9.05 Signs.

The restaurant is on 0.75± acre located on the south side of W White Street (FM 455), 1,105± feet east of S Central Expressway.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S 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.

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

- g. Public Hearing and Consider/Discuss/Action on a Resolution authorizing and dissolving the Sherley Tract Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. (Director of Economic Development Joey Grisham)

An error was made in the legal description , therefore, it is necessary to dissolve and recreate the Public Improvement District.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING AND DISSOLVING THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pike opened the public hearing at 9:47 PM.

No comments.

Mayor Pike closed the public hearing at 9:48 PM.

MOTION: Mayor Pike moved to approve. Council Member Vollmer seconded. Motion carried 5-1. Beazley opposed.

- h. Public Hearing and Consider/Discuss/Action on a Resolution regarding the creation of the Sherley Tract Public Improvement District No. 2 and ordering public improvements to be made for the benefit of such district. (Director of Economic Development Joey Grisham)

This item creates the new Public Improvement District No. 2.

A RESOLUTION REGARDING THE CREATION OF THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2 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.

Mayor Pike opened the public hearing at 9:49 PM.
No Comments.
Mayor Pike closed the public hearing at 9:49 PM.

MOTION: Council Member Toten moved to approve. Council Member Vollmer seconded. Motion carried 5-1. Beazley opposed.

- i. 1) Conduct a public hearing to consider public comments to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

2) Consider/Discuss/Action on a recommendation regarding the request to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial. (Director of Development Services Ross Altobelli)

A request has been submitted to rezone 16.2± acres located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond Parkway) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

The applicant is requesting to rezone the subject property in order to allow for commercial development. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail, service, and office uses characteristic of retailing and wholesaling markets.

Planning and Zoning Commission recommended approval.

Mayor Pike opened the public hearing at 9:55 PM.
No comments.
Mayor Pike closed the public hearing at 9:55 PM.

(Property rezoned under this ordinance is generally located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond Parkway)
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.

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

- j. Consider/Discuss/Act on a Resolution approving an Agreement with Village

Communities Development Corporation and Anna Crossing Partners SLP LP for a Multifamily Development. (Director of Economic Development Joey Grisham)

Provident Realty Advisors is evaluating a site in Anna for a tax credit multifamily project. Similar to the recent proposed JPI Senior Housing project, Provident is seeking bonds for this project through the Texas Dept. of Housing and Community Affairs. The site is zoned Planned Development and includes a Development Agreement associated with the zoning. Waterview Apartments will be located just west of State Highway 5 and south of West White Street in Anna, Texas. The site is 20.8 acres and will include 300 apartment homes in multiple three-story, garden-style buildings. The average size of the apartment homes will be approximately 1,080 square feet, and will include floorplans ranging from 1, 2, 3, and 4 bedrooms.

The community will also include a resident clubhouse of approximately 5,000 square feet with leasing offices and amenities for the residents including a business center, fitness center, and swimming pool. This project will consist of high-quality construction materials, interior finishes, and amenities that is of the highest standards of luxury class-A multi-family communities.

The proforma development budget is \$71 million or \$237,000/unit. The project will be financed with tax-exempt bonds and 4% tax credits. The homes will be affordable to residents with incomes of 50%, 60%, and 70% of Area Median Income.

Since this project is tax-exempt, the Agreement includes a payment schedule for public services from the cash flow of the project. The City will receive \$100,000 within 180 days after the issuance of the first certificate of occupancy. Subsequent annual payments will be in the amount of 20% of the full amount of ad valorem tax amount that would otherwise be assessed and imposed by the City on the Property.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING AN AGREEMENT WITH VILLAGE COMMUNITIES DEVELOPMENT
CORPORATION AND ANNA CROSSING PARTNERS SLP LP FOR
MULTIFAMILY DEVELOPMENT

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

- k. Consider/Discuss/Act on a Resolution authorizing the City Manager to execute purchase orders in an amount not to exceed \$250,000.00 for annual Street Maintenance projects with Wopac Construction, Incorporated through their annual General Road Maintenance Contract with Collin County per Court Order No. 2018-383-05-14. (Director of Public Works Greg Peters, P.E.)

This item is to approve funding for annual street maintenance projects in the City of Anna, including the following streets:

- East 7th Street from Sherley Road to end (Full Depth Reclamation)
- Wortham Drive from 5th Street to 6th Street (Full Depth Reclamation)
- Wildwood Trail (Chip & Seal Top Coat)
- County Road 368 from County Road 370 to Hurricane Creek Lane (Full Depth Reclamation)

The projects are to be funded through the Street Maintenance Sales Tax Increment and the General Fund annual Street Maintenance Budget. The funding needs are listed below, based on the quote received and 10% contingency funds for each project:

- East 7th Street (\$73,345.00, Street Maintenance Tax)
- Wortham Drive (\$48,805.00, General Fund)
- Wildwood Trail (\$53,700.00, General Fund)
- County Road 368 (\$82,040, Street Maintenance Tax)

Staff is recommending approval of the projects based on the City of Anna Community Investment Program and the pavement condition as determined by the Roadbotics pavement analysis completed last year. Our pavement analysis uses a scoring of 1 being best (brand new street), and 5 being worst (complete failure). The pavement scores for each road are:

- East 7th Street (4.72)
- Wortham Drive (3.55)
- Wildwood Trail (3.11)
- County Road 368 (4.84)

A full list of the pavement scores for all Anna streets may be seen in Exhibit 1 attached.

As a member of the Collin County Purchasing Cooperative, the City of Anna is able to receive contract pricing through the existing County contract, resulting in better unit prices and cost savings. The City is utilizing the existing contract by and between Wopac Construction, Incorporated and Collin County for General Road Maintenance.

If approved, the projects will be completed between December and March of this fiscal year.

The total FY2020-2021 budget for Street Maintenance projects includes: \$283,837.50 in Street Maintenance Tax Funds and \$148,995.00 in Street Maintenance General Funds.

Upon approval of the projects in this item there will be \$128,452.50 in remaining Street Maintenance Tax Funds and \$46,490.00 in remaining Street Maintenance General Funds for the remaining maintenance projects identified for this budget year, which includes Taylor Boulevard and County Road 371.

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

- I. Consider/Discuss/Act on a Resolution approving an Interlocal Agreement with the City of Howe to acquire a portion of their Take or Pay Water Purchase for the water year 2019-2020 and authorize the City Manager to sign the agreement. (Finance Director Alan Guard)

The City of Anna has agreed to purchase a portion of the City of Howe's Take or Pay water purchase. Each year the City is required to pass a Resolution approving that year's purchase through an interlocal agreement. Council approval is required each year. This year's purchase is for 27,363,000 gallons at a rate of \$1.765 per thousand gallons for a total of \$48,295.25.

\$48,295.25 is approved in the Utility Fund in account 60-710-6701 GTUA Contractor Services.

A RESOLUTION OF THE CITY OF ANNA, TEXAS REALTED TO THE AN INTER-LOCAL AGREEMENT BETWEEN THE CITIES OF ANNA AND HOWE UNDER WHICH THE CITY OF HOWE AGREES TO TRANSFER A PORTION OF ITS CONTRACTUAL MINIMUM TAKE OR PAY WATER OBLIGATIONS WITH THE GREATER TEXOMA UTILITY AUTHORITY (GTUA) TO THE CITY OF ANNA IN EXCHANGE FOR AN AGREED PAYMENT FROM ANNA AND AUTHORIZING THE CITY MANAGER TO SIGN THE INTER-LOCAL AGREEMENT

- m. Consider/Discuss/Action on votes for the 2021/2022 TCAP Board of Directors. (City Manager Jim Proce)

The City is a member of the Texas Coalition for Affordable Power (TCAP). Authorized when the Texas Legislature took action to deregulate the state's electricity market in 2001, the TCAP is a unique alliance of cities and other political subdivisions that have joined together to purchase electricity for their own governmental use.

TCAP is having an election to the Board of Directors. Anna is entitled to cast nine votes for the eight current positions and one special election position to be filled.

City Manager Proce recommended the following:

Chris Steubing, Sugar Land
Carey D. Neal, Jr., Lancaster
Clifford Howard, Lewisville
Richard Summerlin, Duncanville
Michael Marrero, Odessa
Mark Dempsey, Grand Prairie
Clayton Fulton, Hurst
Gilbert P. Reyna, Jr., Victoria
Kevin Carruth, Rockport

MOTION: Mayor Pike moved to appoint the seven incumbents and two members from the Metroplex as recommended by the City Manager.

Council Member Vollmer seconded. Motion carried 6-0.

- n. Consider/Discuss/Action to fill a vacancy on the Planning and Zoning Commission. (Interview Committee)

The Interview Committee received 12 applications and interviewed applicants. They recommend Duane Hayes to fill the current vacancy.

MOTION: Council Member Miller moved to approve. Council Member Beazley seconded. Motion carried 5-1. Toten opposed.

- o. Consider/Discuss/Action on filling a vacancy on the Diversity and Inclusion Advisory Commission. (Interview Committee)

The Interview Committee recommended the appointment of Gina Maria Ottavio to fill the current vacancy.

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

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

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Utility contracts, Provisions of Constitution, *City of Anna v. Zayo Group, LLC, Henkels & McCoy, LLC, and Sadler Boring, LLC*; 366th District Court, Collin County, Texas, Case No. 366-05638-2018; Bunetto EEOC Charge No. 450-2020-06836
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

MOTION: Mayor Pike moved to enter closed session. Council Member Vollmer seconded. Motion carried 6-0.

Mayor Pike recessed the meeting at 10:50 PM.

Mayor Pike reconvened the meeting at 11:21 PM.

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

MOTION: Mayor Pike moved >>>> Council Member Vollmer seconded.
Motion carried 6-0.

9. **Adjourn.**

Mayor Pike adjourned the meeting at 11:22 PM.

Approved on January 12, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Review quarterly attendance records for Council, Boards and Commissions. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Council and Boards Attendance

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 1/8/2021

p = present a = absent

p = present

a = absent

[illegible]

EDC/CDC CORPORATIONS ATTENDANCE					p = present	a = absent	
Date	Anthony Richardson	Stan Carver	Rocio Gonzalez	Bruce Norwood	Michelle Hawkins	Doris Pierce	Shane Williams
20-Jul	p	p	p	p	p	p	p
20-Aug	p	p	p	p	p	p	p
20-Sep	p	p	p	p	a	p	p
20-Oct	p	p	a	a	p	p	p
20-Nov	p	p	p	a	p	p	p
20-Dec	p	p	p	p	p	p	a

PLANNING AND ZONING ATTENDANCE

p = present

a = absent

nger on P&Z; place not filled

	Place 1	Place 2	Place 3	Place 4	Place 5	Place 6	Place 7
	LaToya Grady	Brent Thomas	Wayne Barton	Donald Henke	Alonzo Tutson	Nick Rubits	Danny Ussery
10.05.20	p	excused a	p	p	p	p	p
11.02.20	p	p	p	p	p	p	p
12.07.20	p	p	p	p	p	p	x
	LaToya Grady	Brent Thomas	Wayne Barton	Donald Henke	Alonzo Tutson	Nick Rubits	Duane Hayes
01.04.21	p	p	p	p	p	excused a	p

PARKS ADVISORY BOARD ATTENDANCE

p = present

a = absent

	Cheryl Merritt	Michelle Clemens	Eldon Baker	Joe Crowder	Jon Hendricks	Eirik Hansen	LeQuey Douglas
20-Jul	P	P	P	P	P	P	P
20-Aug	P	P	P	P	P	P	P
20-Sep	P	P	P	P	P	P	P
20-Oct	P	P	P	P	P	P	P
20-Nov	P	P	P	P	P	P	P
20-Dec	P	P	P	P	P	P	P

BOARD OF ADJUSTMENTS ATTENDANCE

p = present

a = absent

Date	Jon Hendricks	Kelly Herndon	Nick Rubits	Brent Thomas	Tony Bellefond	Sandy Setliff	David Briggs
20-Oct							
20-Nov							
20-Dec							



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021
Staff Contact: Terri Doby

AGENDA ITEM:

First Quarter Financial Report for the City of Anna for the quarter ended December 31, 2020. (City Manager Jim Proce)

SUMMARY:

Publication of a financial report subsequent to the end of each fiscal quarter is a best practice.

This report covers the financial performance for the first quarter for Fiscal Year 2021 (October 1, 2020 - December 31, 2020).

Enclosed in the report is an executive dashboard that provides a high level look at some of the key financial indicators. After the first quarter the City's financial outlook and position is favorable meeting or exceeding projection and expectations.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Information only, no action required.

ATTACHMENTS:

1. FY2021 1st Quarter Financial Report

APPROVALS:

Terri Doby, Budget Manager

Created/Initiated - 1/8/2021

CITY OF ANNA
GENERAL FUND DASHBOARD
Through December 31st, 2020

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

	FY2021 Budget	FY2021 YTD	% of Budget	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 6,736,415	\$ 558,425	8.3%	Property taxes are collected in January & February
Sales Tax	2,205,000	422,256	19.1%	Remitted from the Comptroller with lag time of 30 - 60 days; expected collections for the 1st quarter are 16.7% of budget
Charges for Services	106,600	17,460	16.4%	Lag time is expected in recording of zoning and subdivision plat fees
Licenses and Permits	2,192,100	950,771	43.4%	
Franchise and Local Taxes	601,600	-	0.0%	Most franchise fees are remitted quarterly.
Investment Income	70,000	1,271	1.8%	This is likely a timing issue.
Other Revenues	13,300	28,088	211.2%	
Intergovernmental	133,195	46,513	34.9%	
Fines	80,000	27,056	33.8%	
Donations	-	560	0.0%	
Revenue Total	\$ 12,138,210	\$ 2,052,400	16.9%	With 25% of the year expired, revenues are at 16.9% of budget. Because of the delay in property and sales taxes, this amount is well within expectation.
EXPENDITURES				
General Fund				
Administration	\$ 880,519	\$ 103,135	11.7%	
City Council	31,278	1,713	5.5%	
City Manager's Office	1,010,799	188,611	18.7%	
City Secretary	233,967	43,022	18.4%	
Information Technology	312,190	135,851	43.5%	Includes several one-time technology purchases
Finance	561,998	101,803	18.1%	
Development Services	981,486	208,076	21.2%	
Animal Control	77,327	-	0.0%	Payments are quarterly.
Fire	2,194,278	816,141	37.2%	Includes charge for fire truck that was expected in FY2020; future budget amendment will move funding to correct fy
Ambulance	128,400	-	0.0%	Payments are quarterly.
Police	3,146,015	593,556	18.9%	
Municipal Court	135,245	24,332	18.0%	
Parks	651,373	121,637	18.7%	
Neighborhood Services	601,332	95,748	15.9%	
Streets	1,031,046	184,087	17.9%	
Economic Development	159,571	34,328	21.5%	
Expense Total	\$ 12,136,824	\$ 2,652,040	21.9%	With 25% of the year expired, expenses are 21.9% of budget.

CITY OF ANNA
UTILITY FUND DASHBOARD
Through December 31st, 2020

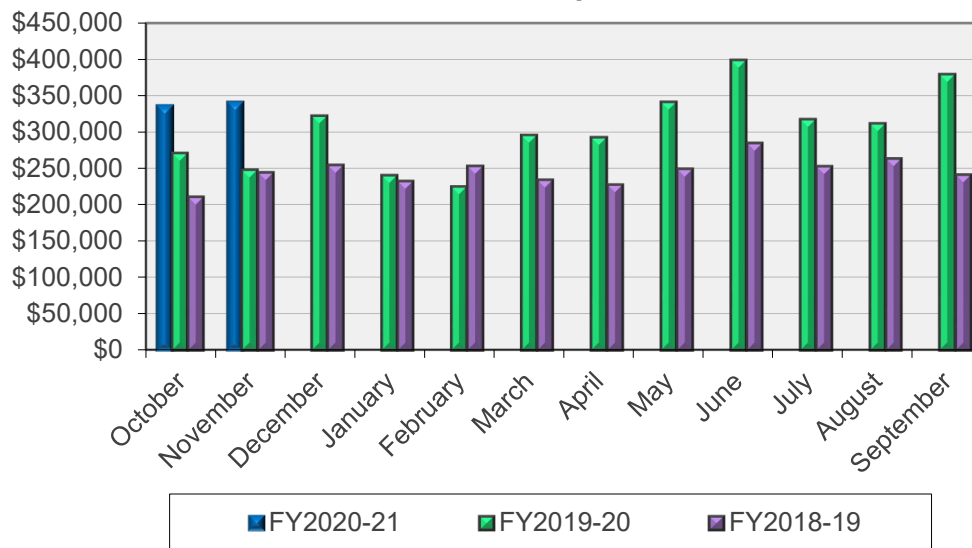
Positive	Positive variance compared to historical trends
Warning	Negative variance of 3%-5% compared to historical trends
Negative	Negative variance of >5% compared to historical trends

	FY2021 Budget	FY2021 YTD	% of Budget	Favorable / Unfavorable
REVENUES				
Water Sales	\$ 5,300,000	\$ 1,400,549	26.4%	
Sewer Charges	3,300,000	891,256	27.0%	
Sanitation Revenue	1,054,314	276,517	26.2%	
Other Charges for Services	1,460,633	370,835	25.4%	
Investment Income	75,600	1,842	2.4%	This is likely a timing issue.
Other Revenues	115,700	60,115	52.0%	With 25% of the year expired, revenues are 26.5% of budget.
Utility Fund Total	\$ 11,306,247	\$ 3,001,114	26.5%	
EXPENDITURES				
Administration	\$ 1,088,916	\$ 194,616	17.9%	
Water	3,994,523	890,577	22.3%	
Sewer	3,865,424	402,349	10.4%	
Sanitation	1,042,031	192,389	18.5%	
Utility Billing	485,112	76,350	15.7%	
Utility Fund Total	\$ 10,476,006	\$ 1,756,281	16.8%	With 25% of the year expired, expenses are 16.8% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month November 30, 2020

	2020-21 Collections Monthly	% Change from Prior Year	2019-20 Collections Monthly
October	\$ 335,454	24.1%	\$ 270,363
November	340,156	37.6%	247,215
December			321,464
January			239,848
February			224,649
March			295,191
April			291,845
May			340,358
June			397,630
July			316,470
August			310,731
September			378,344
	\$ 675,610		\$ 3,634,108
Budget:	3,505,000	19.3%	3,048,942

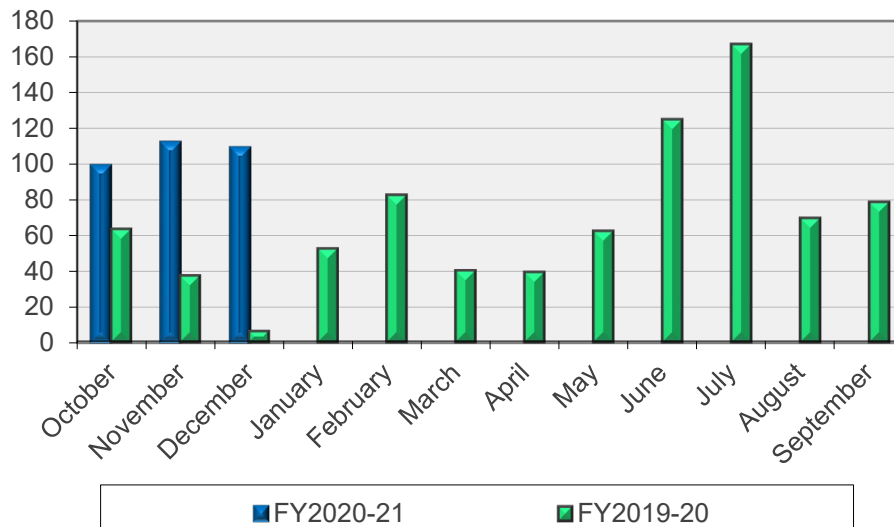
**Monthly Sales Tax Collections:
3 Year Comparison**



CITY OF ANNA
Building Permits Received
Thru the month December 31, 2020

	Fiscal Year 2020-21 Monthly	% Change from Prior Year	Fiscal Year 2019-20 Monthly
October	99	54.7%	64
November	112	194.7%	38
December	109	1457.1%	7
January			53
February			83
March			41
April			40
May			63
June			125
July			167
August			70
September			79
	320		830
Budget:	700	45.7%	525

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





Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution to abandon easements in Anna Crossing Phase 4B which are no longer required for public access and drainage. (Director of Public Works Greg Peters)

SUMMARY:

The easements were originally granted to the City of Anna by Skoburg Companies, the master developer of Anna Crossing. The drainage and access easements were required as a temporary solution to providing adequate public access and public drainage paths while the surrounding area was developed. Now that Anna Crossing 4B is substantially complete, the street and drainage system is in place. The new streets and drainage system have made these easements obsolete.

In order to ensure proper record of the abandonment of these easements, it is necessary to have a formal approval of the abandonment by the City Council, execution of the documents by the City Manager, and to have the documents formally filed in the Public Records of Collin County. This will ensure that neighbors buying and selling the residential lots in this area do not have old easements show up on their title commitments, which could create delays in their ability to close on the individual property purchases.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

ATTACHMENTS:

1. Resolution - Anna Crossing 4B Easement Abandonment

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 1/8/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENT ABANDONMENT DOCUMENTS FOR THE ABANDONMENT OF ACCESS EASEMENTS AND DRAINAGE EASEMENTS IN PHASE 4B OF ANNA CROSSING SUBDIVISION AS SHOWN IN EXHIBIT "A" ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the developer of Anna Crossing dedicated access and drainage easement to the City of Anna for temporary purposes as other phases of the project were developed; and,

WHEREAS, the Developer has now constructed the necessary infrastructure in Phase 4B of Anna Crossing Subdivision to allow for the access and drainage easements to be abandoned; and,

WHEREAS, the City has determined that the existing access and drainage easements are no longer required to provide public access and public storm drainage for the Anna Crossing development; and,

WHEREAS, upon execution of the easement abandonment documents the Developer shall file the documents in Collin County for record in the Public Records; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute the easement abandonment documents as shown in Exhibit "A" attached.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of January 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

Exhibit “A”

AFTER RECORDING RETURN TO:

ATC HAYSLETT LOT VENTURE, LTD.
8214 Westchester STE 900
Dallas, Texas 75225

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ABANDONMENT OF EASEMENT

The CITY OF ANNA, a Texas Home Rule Municipal Corporation (the "*City*"), as successor in interest of ATC HAYSLETT LOT VENTURE, LTD. ("*ATC*"), does hereby abandon the temporary turn-around easement (the "*Abandoned Easement*") described in the Instrument Document dated January 25th, 2016, and recorded under Clerk's File No. 20160311000290420, Public Records, Collin County, Texas.

The purpose of the Abandoned Easement was to provide access to the dominant tenement owned by ATC (the "*Dominant Tenement*"), which the City subsequently acquired and presently owns. The City hereby acknowledges that the abandonment of the Abandoned Easement is effectuated by the dedication of a substituted access by means of a public right-of-way dedicated by ATC Hayslett Lot Venture, LTD., a Texas limited partnership, under a final plat Anna Crossing Phase 4B to be recorded, Plat Records of Collin County, Texas (the "*Substituted Access*").

The City, as successor in interest of ATC, executes this abandonment of easement in acknowledgment of the sufficiency of the Substituted Access, and thereby acknowledges and confirms the Abandoned Easement obsolete and abandoned.

For the purpose of clarity, the Abandoned Easement is more fully described on Exhibits "A" and "B" attached hereto and incorporated herein by reference for all purposes.

[SIGNATURE PAGE TO FOLLOW]

City of Anna, Texas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

www.ww

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, _____ of the City of Anna, a Texas Home
Rule Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "A"

LEGAL LAND DESCRIPTION

TEMPORARY TURN-AROUND ACCESS EASEMENT

BEING a tract of land situated in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; and being a portion of that certain 43.670 acres tract of land described in a Special Warranty Deed to ANNA TOWN CENTER NO.5/HSLT, LTD., a Texas Limited partnership (hereinafter referred to as 43.670 acres tract), as recorded in Volume 5717, Page 2431, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a fence corner post found for the Northwest corner of that certain tract of land described as Lot 6, La Paloma Subdivision (hereinafter referred to as Lot 6), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Cabinet C, Page 418, Plat Records, Collin County, Texas, same being in the South line of that certain tract of land described in a Special Warranty Deed to ATC HAYSLETT LOT VENTURE, LTD., a Texas Limited partnership (hereinafter referred to as ATC tract), as recorded in Instrument Number 2015012900010830, D.R.C.C.T.;

THENCE South 89 degrees 31 minutes 01 second East with the common line between said ATC tract and said Lot 6, a distance of 10.00 feet;

THENCE crossing said ATC tract the following 5 courses with the East boundary of future Anna Crossing Phase 4:

1. North 00 degrees 48 minutes 55 seconds East, departing the North line of said Lot 6, a distance of 177.21 feet to the beginning of a non-tangent curve to the left whose long chord bears N 89 degrees 07 minutes 28 seconds East, a distance of 24.02 feet;
2. Northeasterly with said curve, having a radius of 890.00 feet, through a central angle of 01 degree 32 minutes 47 seconds, for an arc distance of 24.02 feet;
3. North 00 degrees 48 minutes 55 seconds East, a distance of 120.13 feet to the beginning of a non-tangent curve to the left whose long chord bears North 87 degrees 28 minutes 16 seconds East, a distance of 11.79 feet;
4. Northeasterly with said curve, having a radius of 603.73 feet, through a central angle of 01 degree 07 minutes 07 seconds, for an arc distance of 11.79 feet;
5. North 00 degrees 48 minutes 55 seconds East, a distance of 170.45 feet to the North line of said ATC tract, same being the South line of the remaining portion of the aforesaid 43.670 acres tract for the PLACE OF BEGINNING;

THENCE crossing said 43.670 acres tract for the following 2 courses:

1. North 49 degrees 38 minutes 09 seconds East, a distance of 13.47 feet, to the beginning of a non-tangent curve to the right, whose long chord bears North 85 degrees 27 minutes 51 seconds East, a distance of 99.03 feet;

2. Northeasterly with said curve to the right, having a radius of 60.00 feet, through a central angle of 111 degrees 13 minutes 11 seconds, for a arc distance of 116.47 feet to the common line between said 43.670 acres tract and said ATC tract, same being the beginning of a non-tangent curve to the left whose long chord bears South 79 degrees 19 minutes 23 seconds West, a distance of 25.04 feet;

THENCE Southwesterly with the common line between said 43.670 acres tract and said ATC tract and said curve to the left, having a radius of 500.00 feet through a central angle of 02 degrees 52 minutes 12 seconds for an arc distance of 25.05 feet to the beginning of a curve to the right whose long chord bears South 81 degrees 57 minutes 36 seconds West, a distance of 85.21 feet;

THENCE Southwesterly with said curve to the right, having a radius of 600.00 feet, through a central angle of 08 degrees 08 minutes 38 seconds, for an arc distance of 85.28 feet to the PLACE OF BEGINNING.

EXHIBIT "A"

LEGAL LAND DESCRIPTION

TEMPORARY TURN-AROUND ACCESS EASEMENT ABANDONMENT

BEING a tract of land situated in the the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; and being that certain Turn-Around Easement, as recorded in Instrument Number 20160311000290410, Official Public Records, Collin County, Texas and being a portion of that certain 43.670 acres tract of land described in a Special Warranty Deed to ANNA TOWN CENTER NO.5/HSLT, LTD., a Texas Limited partnership (hereinafter referred to as 43.670 acres tract), as recorded in Volume 5717, Page 2431, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Easterly Northeast corner of that certain tract of land described as Anna Crossing, Phase 4 (hereinafter referred to as Anna Crossing, Phase 4), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2017-48, Plat Records, Collin County, Texas, same being the South line of the remainder of said 43.670 acres tract, same also being the Northwesterly corner of the remainder of that certain tract of land described in a deed to ATC HAYSLET LOT VENTURE, LTD (hereinafter referred to as ATC tract), as recorded in Instrument Number 2015012900010830, D.R.C.C.T.;

THENCE North 49 degrees 38 minutes 09 seconds East, crossing said 43.670 acres tract, a distance of 13.47 feet, to the beginning of a non-tangent curve to the right, whose long chord bears North 85 degrees 27 minutes 51 seconds East, a distance of 99.03 feet;

THENCE Northeasterly with said curve to the right, having a radius of 60.00 feet, through a central angle of 111 degrees 13 minutes 11 seconds, for an arc distance of 116.47 feet to the common line between the remainder of said 43.670 acres tract and said ATC tract, same being the beginning of a non-tangent curve to the left whose long chord bears South 79 degrees 19 minutes 23 seconds West, a distance of 25.04 feet;

THENCE Southwesterly with the common line between said 43.670 acres tract and said ATC tract and said curve to the left, having a radius of 500.00 feet through a central angle of 02 degrees 52 minutes 12 seconds for an arc distance of 25.05 feet to the beginning of a curve to the right whose long chord bears South 81 degrees 57 minutes 36 seconds West, a distance of 85.21 feet;

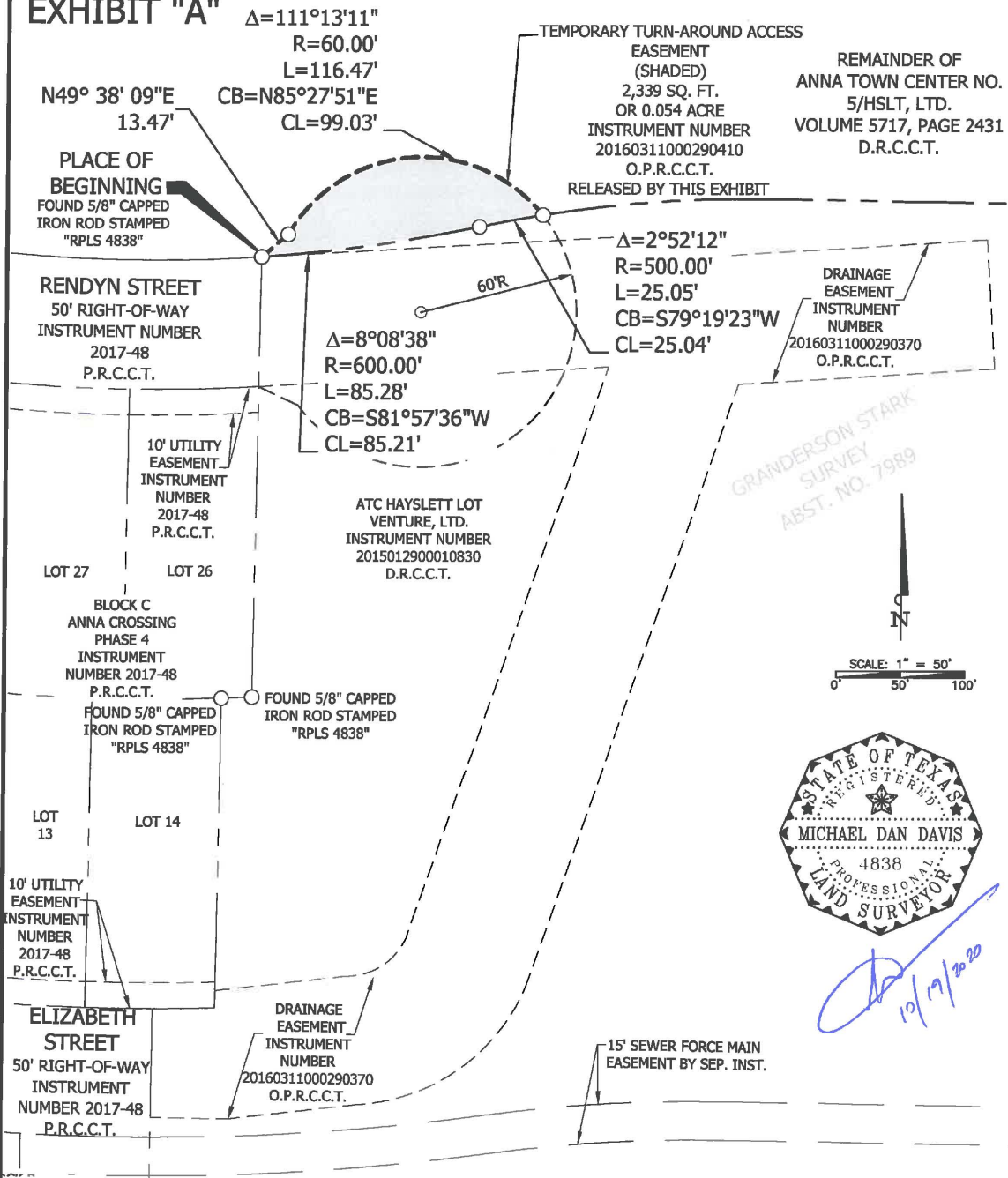
THENCE Southwesterly with said curve to the right, having a radius of 600.00 feet, through a central angle of 08 degrees 08 minutes 38 seconds, for an arc distance of 85.28 feet to the **PLACE OF BEGINNING**.

Project No. 090-17-12 Date: 10/18/2020 Page 1 of 2 Checked By: MD2

TEMPORARY TURN-AROUND ACCESS EASEMENT
RELEASE EXHIBIT
TO SERVE ANNA CROSSING, PHASE 4
CITY OF ANNA, COLLIN COUNTY, TEXAS

BANNISTER
ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

EXHIBIT "A"



Project No. 090-15-01 Date: 10/18/2020 Page 2 of 2 Checked By: MDZ

TEMPORARY TURN-AROUND ACCESS EASEMENT
 RELEASE EXHIBIT
 TO SERVE ANNA CROSSING, PHASE 4
 CITY OF ANNA, COLLIN COUNTY, TEXAS

BANNISTER
 ENGINEERING
 240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 TBPLS REGISTRATION NO. 10193823

EXHIBIT "B"

LEGAL LAND DESCRIPTION

TEMPORARY TURN-AROUND ACCESS EASEMENT

BEING a tract of land situated in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; and being a portion of that certain tract of land described in a Special Warranty Deed to ATC HAYSLETT LOT VENTURE, LTD., a Texas Limited partnership (hereinafter referred to as ATC tract), as recorded in Instrument Number 2015012900010830, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a fence corner post found for the Northwest corner of that certain tract of land described as Lot 6, La Paloma Subdivision (hereinafter referred to as Lot 6), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Cabinet C, Page 418, Plat Records, Collin County, Texas, same being the South line of said ATC tract;

THENCE South 89 degrees 31 minutes 01 second East with the common line between said ATC tract and said Lot 6, a distance of 10.00 feet;

THENCE crossing said ATC tract the following 5 courses with the East boundary of future Anna Crossing Phase 4:

1. North 00 degrees 48 minutes 55 seconds East, departing the North line of said Lot 6, a distance of 177.21 feet to the beginning of a non-tangent curve to the left whose long chord bears North 89 degrees 07 minutes 28 seconds East, a distance of 24.02 feet;
2. Northeasterly with said curve, having a radius of 890.00 feet, through a central angle of 01 degree 32 minutes 47 seconds, for an arc distance of 24.02 feet;
3. North 00 degrees 48 minutes 55 seconds East, a distance of 120.13 feet to the beginning of a non-tangent curve to the left whose long chord bears North 87 degrees 28 minutes 16 seconds East, a distance of 11.79 feet;
4. Northeasterly with said curve, having a radius of 603.73 feet, through a central angle of 01 degree 07 minutes 07 seconds, for an arc distance of 11.79 feet;
5. North 00 degrees 48 minutes 55 seconds East, a distance of 120.29 feet to the PLACE OF BEGINNING;

THENCE North 00 degrees 48 minutes 55 seconds East continue crossing said ATC tract, a distance of 50.16 feet to the North line of said ATC tract, same being the South line of the remainder of that certain tract of land described in a deed to Anna Town Center No. 5/HSLT, Ltd. (hereinafter referred to as Anna Town Center No. 5/HSLT tract), as recorded in Volume 5717, Page 2431, D.R.C.C.T., same also being the beginning of a non-tangent curve to the left, whose long chord bears North 81 degrees 57 minutes 36 seconds East, a distance of 85.21 feet;

THENCE Easterly with the common line between said ATC tract and the remainder of said Anna Town Center No. 5/HSLT tract and with said non-tangent curve to the left having a radius of 600.00 feet, through a central angle of 8 degrees 08 minutes 38 seconds, for an arc distance of 85.28 feet to the beginning of a curve to the right, whose long chord bears North 79 degrees 19 minutes 23 seconds East, a distance of 25.04 feet;

THENCE Easterly continue with the common line between said ATC tract and the remainder of said Anna Town Center No. 5/HSLT tract and with said curve to the right having a radius of 500.00 feet, through a central angle of 2 degrees 52 minutes 12 seconds, for an arc distance of 25.05 feet to the beginning of a non-tangent curve to the right, whose long chord bears South 52 degrees 00 minutes 33 seconds West, a distance of 119.98 feet;

THENCE Southwesterly departing the South line of the remainder of said Anna Town Center No. 5/HSLT tract and crossing said with ATC tract and with said non-tangent curve to the right, having a radius of 60.00 feet, through a central angle of 181 degrees 52 minutes 13 seconds, for a arc distance of 190.45 feet;

THENCE North 64 degrees 44 minutes 33 seconds West continue crossing said ATC tract, a distance of 16.73 feet to the PLACE OF BEGINNING.

EXHIBIT "A"

LEGAL LAND DESCRIPTION

TEMPORARY TURN-AROUND ACCESS EASEMENT ABANDONMENT

BEING a tract of land situated in the the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; and being the same tract of land described as a Temporary Turn-Around Access Easement, as recorded in Instrument Number 20160311000290420, Deed Records, Collin County, Texas (D.R.C.C.T.), and being a portion of that certain tract of land described in a Special Warranty Deed to ATC HAYSLETT LOT VENTURE, LTD., a Texas Limited partnership (hereinafter referred to as ATC tract), as recorded in Instrument Number 2015012900010830, D.R.C.C.T., and being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Lot 26, Block C, Anna Crossing, Phase 4 (hereinafter referred to as Lot 26), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2017-48, Plat Records, Collin County, Texas (P.R.C.C.T.), same also being the Southeasterly corner of the terminus of Rendyn Street (50' right-of-way), as recorded in Instrument Number 2017-48, P.R.C.C.T., same also being the West line of the remainder of said ATC tract;

THENCE North 00 degrees 48 minutes 55 seconds East with the common line of the remainder of said ATC tract and the Easterly terminus of said Rendyn Street, a distance of 50.16 feet to the Northeasterly corner of the terminus of said Rendyn Street, same being the North line of said ATC tract, same being the South line of the remainder of that certain tract of land described in a deed to Anna Town Center No. 5/HSLT, Ltd. (hereinafter referred to as Anna Town Center No. 5/HSLT tract), as recorded in Volume 5717, Page 2431, D.R.C.C.T., same also being the beginning of a non-tangent curve to the left, whose long chord bears North 81 degrees 57 minutes 36 seconds East, a distance of 85.21 feet;

THENCE Easterly with the common line between said ATC tract and the remainder of said Anna Town Center No. 5/HSLT tract and with said non-tangent curve to the left having a radius of 600.00 feet, through a central angle of 8 degrees 08 minutes 38 seconds, for an arc distance of 85.28 feet to the beginning of a curve to the right, whose long chord bears North 79 degrees 19 minutes 23 seconds East, a distance of 25.04 feet;

THENCE Easterly continue with the common line between said ATC tract and the remainder of said Anna Town Center No. 5/HSLT tract and with said curve to the right having a radius of 500.00 feet, through a central angle of 2 degrees 52 minutes 12 seconds, for an arc distance of 25.05 feet to the beginning of a non-tangent curve to the right, whose long chord bears South 52 degrees 00 minutes 33 seconds West, a distance of 119.98 feet;

THENCE Southwesterly departing the South line of the remainder of said Anna Town Center No. 5/HSLT tract and crossing said with ATC tract and with said non-tangent curve to the right, having a radius of 60.00 feet, through a central angle of 181 degrees 52 minutes 13 seconds, for a arc distance of 190.45 feet;

THENCE North 64 degrees 44 minutes 33 seconds West, continue crossing said ATC tract, a distance of 16.73 feet to the **PLACE OF BEGINNING**.

Project No. 090-17-12 Date: 10/19/2020 Page 1 of 2 Checked By: MD2

TEMPORARY TURN-AROUND ACCESS EASEMENT
RELEASE EXHIBIT
TO SERVE ANNA CROSSING, PHASE 4
CITY OF ANNA, COLLIN COUNTY, TEXAS

BANNISTER
ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

EXHIBIT "A"

$\Delta=8^{\circ}08'38''$
 $R=600.00'$
 $L=85.28'$
 $CB=N81^{\circ}57'36''E$
 $CL=85.21'$

$\Delta=2^{\circ}52'12''$
 $R=500.00'$
 $L=25.05'$
 $CB=N79^{\circ}19'23''E$
 $CL=25.04'$

REMAINDER OF ANNA TOWN CENTER NO. 5/HSLT, LTD.
VOLUME 5717, PAGE 2431
D.R.C.C.T.

TEMPORARY TURN-AROUND ACCESS EASEMENT (SHADED)
9263 SQUARE FEET OR 0.213 ACRE
INSTRUMENT NUMBER 20160311000290420
D.R.C.C.T.
RELEASED BY THIS EXHIBIT

FOUND 5/8" CAPPED IRON ROD STAMPED "RPLS 4838"

RENDYN STREET
50' RIGHT-OF-WAY
INSTRUMENT NUMBER 2017-48
P.R.C.C.T.

$N0^{\circ}48'55''E$
50.16'

10' UTILITY EASEMENT
INSTRUMENT NUMBER 2017-48
P.R.C.C.T.

LOT 27 LOT 26

BLOCK C ANNA CROSSING PHASE 4
INSTRUMENT NUMBER 2017-48
P.R.C.C.T.

LOT 13 LOT 14

10' UTILITY EASEMENT
INSTRUMENT NUMBER 2017-48
P.R.C.C.T.

ELIZABETH STREET
50' RIGHT-OF-WAY
INSTRUMENT NUMBER 2017-48
P.R.C.C.T.

DRAINAGE EASEMENT
INSTRUMENT NUMBER 20160311000290370
O.P.R.C.C.T.

$N64^{\circ}44'33''W$
16.73'

PLACE OF BEGINNING
FOUND 5/8" CAPPED IRON ROD STAMPED "RPLS 4838"

$\Delta=181^{\circ}52'13''$
 $R=60.00'$
 $L=190.45'$
 $CB=S52^{\circ}00'33''W$
 $CL=119.98'$

REMAINDER OF ATC HAYSLETT LOT VENTURE
INSTRUMENT NUMBER 2015012900010830
D.R.C.C.T.

FUTURE 15' SEWER FORCE MAIN EASEMENT

GRANDSON STARK SURVEY ABST. NO. 7989

SCALE: 1" = 50'
0' 50' 100'

STATE OF TEXAS
REGISTERED
MICHAEL DAN DAVIS
4838
PROFESSIONAL LAND SURVEYOR

[Signature]
10/19/2020

TEMPORARY TURN-AROUND ACCESS EASEMENT
RELEASE EXHIBIT
TO SERVE ANNA CROSSING, PHASE 4
CITY OF ANNA, COLLIN COUNTY, TEXAS

BANNISTER
ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TELEPHONE REGISTRATION NO. 10193823

AFTER RECORDING RETURN TO:

ATC HAYSLETT LOT VENTURE, LTD.
8214 Westchester STE 900
Dallas, Texas 75225

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ABANDONMENT OF EASEMENT

The CITY OF ANNA, a Texas Home Rule Municipal Corporation (the "*City*"), as successor in interest of ATC HAYSLETT LOT VENTURE, LTD. ("*ATC*"), does hereby abandon the permanent drainage easement (the "*Abandoned Easement*") described in the Instrument Document dated January 25th, 2016, and recorded under Clerk's File No. 20150730000952720, Public Records, Collin County, Texas.

The purpose of the Abandoned Easement was to provide access to the dominant tenement owned by ATC (the "*Dominant Tenement*"), which the City subsequently acquired and presently owns. The City hereby acknowledges that the abandonment of the Abandoned Easement is effectuated by the dedication of a substituted access by means of a public drainage system dedicated by ATC Hayslett Lot Venture, LTD., a Texas limited partnership, under a final plat Anna Crossing Phase 4B to be recorded, Plat Records of Collin County, Texas (the "*Substituted Access*").

The City, as successor in interest of ATC, executes this abandonment of easement in acknowledgment of the sufficiency of the Substituted Access, and thereby acknowledges and confirms the Abandoned Easement obsolete and abandoned.

For the purpose of clarity, the Abandoned Easement is more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

[SIGNATURE PAGE TO FOLLOW]

Grantor:

City of Anna, Texas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____ of the City of Anna, a Texas Home
Rule Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "A"

LEGAL LAND DESCRIPTION

50' WIDE DRAINAGE EASEMENT

BEING a tract of land situated in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; and being a portion of that certain tract of land described in a Special Warranty Deed to ATC HAYSLETT LOT VENTURE, LTD., a Texas Limited partnership (hereinafter referred to as ATC tract), as recorded in Instrument Number 2015012900010830, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a fence corner post found for the Northwest corner of that certain tract of land described as Lot 6, La Paloma Subdivision (hereinafter referred to as Lot 6), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Cabinet C, Page 418, Plat Records, Collin County, Texas, same being the South line of said ATC tract;

THENCE South 89 degrees 31 minutes 01 second East with the common line between said ATC tract and said Lot 6, a distance of 10.00 feet;

THENCE North 00 degrees 48 minutes 55 seconds East, departing the North line of said Lot 6 and crossing said ATC tract, a distance of 134.92 to the PLACE OF BEGINNING;

THENCE crossing said ATC tract for the following 17 courses:

1. North 00 degrees 48 minutes 55 seconds East, a distance of 42.30 feet;
2. North 89 degrees 07 minutes 28 seconds East, a distance of 24.02 feet;
3. North 00 degrees 48 minutes 55 seconds East, a distance of 6.70 feet;
4. North 83 degrees 34 minutes 00 seconds East, a distance of 51.79 feet to the beginning of a curve to the left, whose long chord bears North 56 degrees 46 minutes 20 seconds East, a distance of 27.02 feet;
5. Northeasterly with said curve to the left, having a radius of 25.00 feet, through a central angle of 65 degrees 24 minutes 58 seconds, for a arc distance of 28.54 feet;
6. North 19 degrees 05 minutes 51 seconds East, a distance of 234.55 feet;
7. South 86 degrees 37 minutes 20 seconds West, a distance of 135.94 feet;
8. North 00 degrees 48 minutes 55 seconds East, a distance of 50.16 feet;
9. North 86 degrees 37 minutes 20 seconds East, a distance of 140.10 feet;
10. South 75 degrees 22 minutes 41 seconds East, a distance of 31.02 feet;

11. North 86 degrees 20 minutes 21 seconds East, a distance of 111.95 feet;
12. South 03 degrees 39 minutes 39 seconds East, a distance of 50.00 feet;
13. South 86 degrees 20 minutes 21 seconds West, a distance of 99.35 feet;
14. South 19 degrees 05 minutes 51 seconds West, a distance of 246.52 feet, to the beginning of a curve to the right, whose long chord bears South 54 degrees 28 minutes 20 seconds West, a distance of 80.61 feet;
15. Southwesterly with said curve to the right, having a radius of 75.00 feet, through a central angle of 65 degrees 00 minutes 56 seconds, for a arc distance of 85.11 feet;
16. South 83 degrees 34 minutes 00 seconds West, a distance of 50.75 feet;
17. North 89 degrees 11 minutes 05 seconds West, a distance of 29.48 feet to the PLACE OF BEGINNING.

EXHIBIT "A"

LEGAL LAND DESCRIPTION

50' WIDE DRAINAGE EASEMENT ABANDONMENT

BEING a tract of land situated in the the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; and being the same tract described as 50' Wide Drainage Easement, as recorded in Instrument Number 20160311000290370, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being a portion of that certain tract of land described in a Special Warranty Deed to ATC HAYSLETT LOT VENTURE, LTD., a Texas Limited partnership (hereinafter referred to as ATC tract), as recorded in Instrument Number 2015012900010830, O.P.R.C.C.T., and being more particularly described, by metes and bounds, as follows:

COMMENCING at a fence corner post found for the Northwest corner of that certain tract of land described as Lot 6, La Paloma Subbdivision (hereinafter referred to as Lot 6), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Cabinet C, Page 418, Plat Records, Collin County, Texas (P.R.C.C.T.), same being the South line of that certain tract of land described as Anna Crossing, Phase 4 (hereinafter referred to as Anna Crossing, Phase 4), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2017-48, P.R.C.C.T.;

THENCE South 89 degrees 31 minutes 01 second East with the common line between said Anna Crossing, Phase 4 and said Lot 6, a distance of 10.00 feet;

THENCE North 00 degrees 48 minutes 55 seconds East, departing the North line of said Lot 6 and with the common line between said Anna Crossing, Phase 4 and the remainder of said ATC tract, a distance of 134.92 to the PLACE OF BEGINNING;

THENCE continue with the common line between said Anna Crossing, Phase 4 and the remainder of said ATC tract for the following 3 courses:

1. North 00 degrees 48 minutes 55 seconds East, a distance of 42.30 feet;
2. North 89 degrees 07 minutes 28 seconds East, a distance of 24.02 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found;
3. North 00 degrees 48 minutes 55 seconds East, a distance of 6.70 feet;

THENCE crossing said ATC tract for the following 4 courses:

1. North 83 degrees 34 minutes 00 seconds East, departing the East line of said Anna Crossing, Phase 4, a distance of 51.79 feet to the beginning of a curve to the left, whose long chord bears North 56 degrees 46 minutes 20 seconds East, a distance of 27.02 feet;
2. Northeasterly with said curve to the left, having a radius of 25.00 feet, through a central angle of 65 degrees 24 minutes 58 seconds, for a arc distance of 28.54 feet;
3. North 19 degrees 05 minutes 51 seconds East, a distance of 234.55 feet;
4. South 86 degrees 37 minutes 20 seconds West, a distance of 135.94 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the East line of said Anna Crossing, Phase 4;

THENCE North 00 degrees 48 minutes 55 seconds East with the common line between said Anna Crossing, Phase 4 and the remainder of said ATC tract, a distance of 50.16 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Easterly Northeast corner of said Anna Crossing, Phase 4, same being the North line of said ATC tract;

THENCE crossing said ATC tract for the following 9 courses:

1. North 86 degrees 37 minutes 20 seconds East, a distance of 140.10 feet;
2. South 75 degrees 22 minutes 41 seconds East, a distance of 31.02 feet;
3. North 86 degrees 20 minutes 21 seconds East, a distance of 111.95 feet;
4. South 03 degrees 39 minutes 39 seconds East, a distance of 50.00 feet;
5. South 86 degrees 20 minutes 21 seconds West, a distance of 99.35 feet;
6. South 19 degrees 05 minutes 51 seconds West, a distance of 246.52 feet, to the beginning of a curve to the right, whose long chord bears South 54 degrees 28 minutes 20 seconds West, a distance of 80.61 feet;
7. Southwesterly with said curve to the right, having a radius of 75.00 feet, through a central angle of 65 degrees 00 minutes 56 seconds, for a arc distance of 85.11 feet;
8. South 83 degrees 34 minutes 00 seconds West, a distance of 50.75 feet;
9. North 89 degrees 11 minutes 05 seconds West, a distance of 29.48 feet to the PLACE OF BEGINNING.

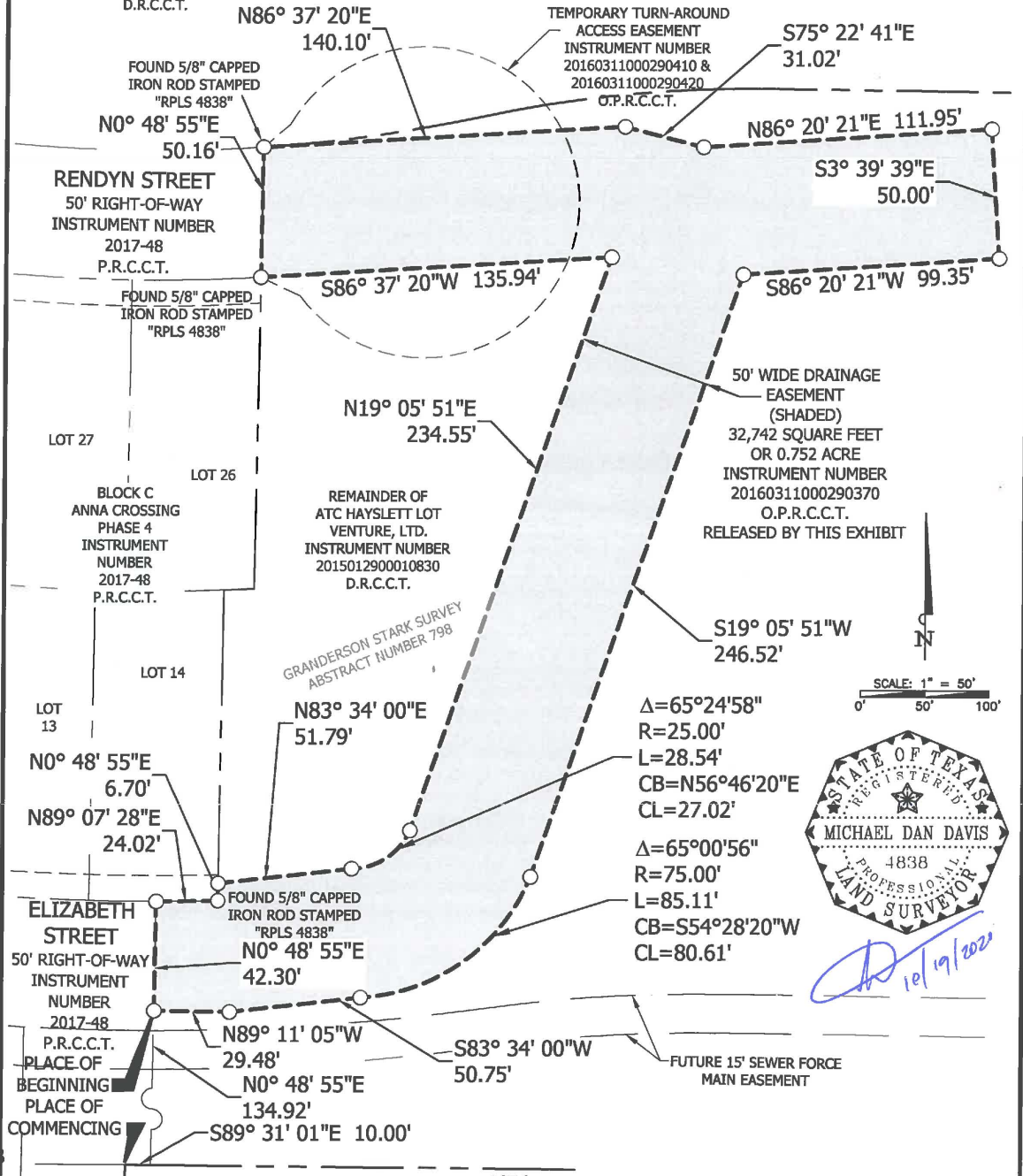
Project No. 090-17-12 Date: 10/19/2020 Page 1 of 2 Checked By: MD2

EXHIBIT "A"
50' WIDE DRAINAGE EASEMENT ABANDONMENT EXHIBIT
CITY OF ANNA
COLLIN COUNTY, TEXAS

BANNISTER
ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

ANNA TOWN CENTER NO. 5/HSLT, LTD.
VOLUME 5717, PAGE 2431
D.R.C.C.T.

EXHIBIT "A"



Project No. 090-17-12 Date: 10/19/2020 Page 2 of 2 Checked By: MD2

EXHIBIT "A"
50' WIDE DRAINAGE EASEMENT ABANDONMENT EXHIBIT
CITY OF ANNA
COLLIN COUNTY, TEXAS

LOT 6
LA PALOMA
SUBDIVISION
CABINET C, PAGE 418,
P.R.C.C.T.

BANNISTER
ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

SUBDIVISION IMPROVEMENT AGREEMENT AVERY POINTE COMMERCIAL

This Subdivision Improvement Agreement (this "**Agreement**") is entered into this _____ day of _____, 20~~21~~¹⁸, between the City of Anna, Texas (the "**City**") and ANNA 455 COMMERCIAL, LP, a Texas limited partnership ("**Owner**").

WHEREAS, Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties**," or, each individually, as "**Party**"; and

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

WHEREAS, Owner owns or owned and desires to develop a parcel or parcels of real property (the "**Property**") in Collin County, Texas, which is composed of approximately 18.5 acres of land located entirely within the corporate limits of the City of Anna and is more particularly described in the attached Exhibit A; and,

WHEREAS, Owner acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and,

WHEREAS, Owner understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Owner's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit Owner's development of the Property;

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

SECTION 1 RECITALS INCORPORATED

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

SECTION 2 DEFINITIONS

City Code means the Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

Development means the development on the Property that is the subject of this Agreement.

Final Roadway Construction Cost, with respect to the Roadway Facilities, means \$425,144 set forth in the attached Exhibit D actually paid for the engineering, design, and construction of the Roadway Facilities at the time of full and final completion, dedication and acceptance the Roadway Facilities.

Final Water Construction Cost, with respect to the Water Facilities, means \$149,255 set forth in the attached Exhibit D actually paid for the engineering, design, and construction of the Water Facilities at the time of full and final completion, dedication and acceptance the Water Facilities.

Final Roadway Reimbursement Amount, with respect to the Roadway Facilities, means a dollar amount equal to the Roadway Construction Cost.

Final Water Reimbursement Amount, with respect to the Water Facilities, means a dollar amount equal to the Water Construction Cost.

Roadway Facilities mean the Ferguson Parkway Roadway Improvements constructed by Owner as described and depicted in Exhibit B, attached hereto, and in accordance with design/construction plans approved by the City.

Water Facilities mean the Water Improvements to be constructed by Owner as described and depicted in Exhibit C, attached hereto, and in accordance with design/construction plans approved by the City.

SECTION 3 GENERAL PROVISIONS.

- (a) Documentation of Actual Amount Paid. Owner has fully completed the Roadway Facilities and the Water Facilities, and the City has accepted such Roadway Facilities and Water Facilities. Owner shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing the actual amount paid for said Roadway Facilities and Water Facilities.
- (b) Maintenance Bond. For each construction contract for any part of the Roadway Facilities and Water Facilities, Owner or Owner's contractor executed 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 Roadway Facilities and Water Facilities, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Roadway Facilities and Water Facilities constructed under such contract.
- (c) Public Improvements, Generally. Except as otherwise expressly provided for in this Agreement, Owner has provided all public improvements, including streets, water, sewer, drainage, sidewalks, trails, street lighting, street signage, and all other public improvements required by City Regulations to serve the Property, at no cost to the City except as provided herein, in accordance with City Regulations, and as approved

by the City's engineer or his or her agent. Owner has caused the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. Owner has provided engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans have been approved by the City's engineer or his or her agent prior to filing of a Final Plat. Construction of such improvements was not initiated until a pre-construction conference was held regarding the proposed construction and City issued a written notice to proceed.

- (d) Owner's Remedy. Owner's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance pursuant to the terms of this Agreement.
- (e) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by Owner 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 Owner, his 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 Owner's engineer, his 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) Insurance. Owner or its contractor(s) shall acquire and maintain, during the period of time when any of the Roadway Facilities and Water Facilities are under construction (and until the full and final completion of the Roadway Facilities and Water Facilities and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Roadway Facilities and Water Facilities construction contracts, whether by Owner, a contractor, subcontractor, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Improvement construction contracts, Owner shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.
- (g) Indemnification and Hold Harmless. **OWNER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND**

AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE ROADWAY FACILITIES AND WATER FACILITIES AND ALL RELATED ACTIVITIES, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE OWNER'S DESIGN, CONSTRUCTION OR INSTALLATION OF ANY OF THE ROADWAY FACILITIES AND WATER FACILITIES THAT ARE THE SUBJECT OF THIS AGREEMENT, NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND OWNER. **OWNER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON OWNER'S REPRESENTATIONS IN THIS AGREEMENT; (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH OWNERSHIP OF THE PROPERTY; OR (3) ARISE IN ANY WAY FROM THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.** NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, OWNER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE OR GROSS NEGLIGENCE.

SECTION 4 ROADWAY FACILITIES

(a) Owner's Roadway Obligations.

- (1) Owner is responsible for funding and construction of all public improvements required by City Regulations to serve the Property, including but not limited to the Roadway Facilities.
- (2) Owner agrees to complete in a good and workmanlike manner construction of the Roadway Facilities located adjacent to a portion of the Property being developed, prior to the date a final plat for that portion of the Property being developed is officially recorded in the Land Recordings with the Collin County Clerk's Office.

(b) City Roadway Obligations.

- (1) The Final Roadway Reimbursement Amount shall be paid to Owner from roadway impact fees paid to the City from the Development of the Property. The roadway impact fee reimbursement for the construction of the Roadway Facilities shall be paid to the Owner from fees received by the City at the time of issuance of building permits for any portion of the Property, and such reimbursement shall be made until the roadway impact fee reimbursements authorized by this Agreement has been met.
- (2) Notwithstanding Section 4(b)(1) above, or any other provision of this Agreement, the roadway impact fee reimbursement for construction of the Roadway Facilities shall not exceed the total amount of roadway impact fees due from Development of the Property.
- (3) Notwithstanding Section 4(b)(1) above, or any other provision of this Agreement, the obligation of the City for payment of the roadway impact fee reimbursement authorized by this Agreement shall expire on September 30 in the tenth (10th) year following the date the Roadway Facilities are complete and formally accepted by the City.
- (4) The City shall have the right to retain roadway impact fees due from the Development of the Property after the reimbursement authorized by this Agreement has been satisfied or after the reimbursement expires, whichever occurs first.

SECTION 5 WATER FACILITIES

(a) Owner's Water Obligations.

- (1) Owner is responsible for funding and construction of all public improvements required by City Regulations to serve the Property, including but not limited to the Water Facilities.
- (2) Owner agree to complete in a good and workmanlike manner construction of the Water Facilities prior to the date a final plat for any portion of the Property is officially recorded in the Land Recordings with the Collin County Clerk's Office.

(b) City Water Obligations.

- (1) The Final Water Reimbursement Amount shall be paid to Owner from water impact fees paid to the City from the Development of the Property. The water impact fee reimbursement for the construction of the Water Facilities shall be paid to the Owner from fees received by the City at the time of issuance of building permits for any portion of the Property, and such reimbursement shall be made until the water impact fee reimbursements authorized by this Agreement has been met
- (2) Notwithstanding Section 5(b)(1) above, or any other provision of this Agreement, the water impact fee reimbursement for construction of the Water Facilities shall

not exceed the total amount of water impact fees due from Development of the Property.

- (3) Notwithstanding Section 5(b)(1) above, or any other provision of this Agreement, the obligation of the City for payment of the water impact fee reimbursement authorized by this Agreement shall expire on September 30 in the tenth (10th) year following the date the Water Facilities are complete and formally accepted by the City.
- (4) The City shall have the right to retain water impact fees due from the Development of the Property after the reimbursement authorized by this Agreement has been satisfied or after the reimbursement expires, whichever occurs first.

SECTION 6 EFFECTIVE DATE

The Effective Date of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a notary public. The City's duties and obligations hereunder shall not arise unless and until the City Council has duly adopted this Agreement and Owner have duly executed same.

SECTION 7 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 8 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants of Owner under this Agreement shall constitute covenants running with the land, and shall bind Owner and each successive owner of all of any portion of the Property; provided, however, the terms of this Agreement shall (i) not be binding on the owner of any residence that is purchased by such owner from a homebuilder, and (ii) be subordinate to the lien of (and shall not be binding on) any mortgagee who finances or refinances residences constructed on the Property.
- (b) Without limiting the generality of the foregoing and except as otherwise provided in this paragraph, Owner has the right (from time to time upon delivery of 14 days' prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any such portion of the Property or that is an entity that is controlled by or under common control of Owner. Further, no assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Notwithstanding the foregoing, Owner may not assign any portion of this Agreement applicable to it, in whole or in part, to an Assignee if the City, after action by the City Council (which action shall be considered by the City in good faith based upon financial and performance criteria, and which action shall not be unreasonably withheld,

conditioned or delayed), notifies Owner within 14 days of receipt of the written notice required by this Section 8(b) that such Assignee fails to satisfy the City's financial and performance criteria. If the City provides such notice to Owner then the Parties, within 14 days of such notice, shall mediate the dispute. The mediator shall be mutually agreed-upon; and the cost of such mediator shall be paid equally by the Parties. The mediator's determination shall be binding on the Parties. If a Party refuses to mediate, then the decision of the Party willing to mediate shall be binding.

- (c) Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the assigning Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, Owner shall not be released until the City receives an executed copy of such assignment. Further, no assignment by an assigning Owner shall release such Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

SECTION 9 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of (i) actual receipt or (ii) three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below or at such other addresses as such parties may designate by written notice to the other parties in accordance with this notice provision.

If to the City:

City of Anna
Attn: City Manager
P.O. Box 776
111 N. Powell Parkway
Anna, TX 75409

If to Owner: Anna 455 Commercial, LP
10950 Research Road

Frisco, Texas 75033
Attention: Craig Curry
Telephone: 214.387.3993
Facsimile: 214.387.3913
Email: ccurry@txlandresources.com

- (c) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Owner expressly amending the terms of this Agreement.
- (d) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (e) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.
- (f) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (g) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (h) Waiver. Waiver by either Party or any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (i) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (j) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Owner and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

- (k) Binding Effect. This Agreement shall bind and inure to the benefit of the City and Owner and to any successor owner/developer of the Property, may be recorded in the Collin County property records, and runs with the land.
- (l) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY
LEFT BLANK]

EXECUTED as of the date first set forth above.

OWNER:

ANNA 455 COMMERCIAL, LP,
a Texas limited partnership

By: Anna 455 Commercial GP, LLC,
a Texas limited liability company,
General Partner

By: _____
Craig Curry, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, ~~2017-2021~~ by Craig Curry, Manager of Anna 455 Commercial GP, LLC, a Texas limited liability company, General Partner of Anna 455 Commercial, LP, a Texas limited partnership, in the capacity herein stated.

[S E A L]

Notary Public in and for the State of Texas

CITY:

CITY OF ANNA

By: _____
~~Philip Sanders~~ Jim Proce, City Manager

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____,
~~2017~~2021, personally appeared Philip Sanders, known to me (or proved to me) to be the
person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same in his capacity as City Manager of the City of Anna, Texas.

[SEAL]

Notary Public, State of Texas

ATTACHMENTS

Exhibit A – The Property (legal description and drawing)

Exhibit B – Roadway Facilities

Exhibit C – Water Facilities

Exhibit D –Roadway Construction Cost and Water Construction Cost

Exhibit A

The Property

Exhibit B

Roadway Facilities

[4 pages follow.]

Exhibit C

Water Facilities

[5 pages follow.]

Exhibit D

Roadway Construction Cost and Water Construction Cost

[4 pages follow.]

FERGUSON PARKWAY (STA: 1+00 - 8+56) Cost Summary
Anna 455 Commercial, LP
ANNA, TEXAS

Roadway	
EROSION CONTROL	\$3,555
EARTHWORK	\$15,400
PAVING	\$247,434
DRAINAGE SYSTEM	\$158,755
ENGINEERING / SURVEY (10% OF TOTAL)	\$42,514
TOTAL COST	\$467,659

Water	
WATER SYSTEM	\$149,255
ENGINEERING / SURVEY (10% OF TOTAL)	\$14,926
TOTAL COST	\$164,181

NOTES & ASSUMPTIONS:

Costs are based upon completed contracts and payments.

Quantities are from City approved and accepted construction plans.

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY AND WATER IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND ANNA 455 COMMERCIAL, LP, A TEXAS LIMITED PARTNERSHIP, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anna 455 Commercial, LP is seeking to construct public infrastructure related to commercial property along FM 455 (White Street); and

WHEREAS, as a key component of the development of the commercial property it is necessary to make improvements to Ferguson Street and the Anna waterworks system; and;

WHEREAS, the widening and construction of Ferguson Street is shown on the City of Anna Master Thoroughfare Plan and the City of Anna Impact Fee Study; and

WHEREAS, Main Waterline along Ferguson Street north of FM 455 is shown on the City of Anna Water System Master Plan and Water System Impact Fee Study; and

WHEREAS, improvements to Ferguson Street and the waterworks system are eligible for impact fee reimbursement;

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.

The City Council hereby authorizes the City manager to execute the roadway and waterworks system impact fee agreement as shown in Exhibit “A” attached hereto.

Section 3. Approval of Resolution.

This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of January, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

**A RESOLUTION RELATED TO AN INTER-LOCAL AGREEMENT
BETWEEN THE CITIES OF MELISSA AND ANNA UNDER WHICH
THE CITY OF MELISSA AGREES TO TRANSFER A PORTION OF ITS
CONTRACTUAL MINIMUM TAKE OR PAY WATER OBLIGATION
WITH THE GREATER TEXOMA UTILITY AUTHORITY TO THE CITY
OF ANNA IN EXCHANGE FOR AN AGREED PAYMENT FROM ANNA
AND AUTHORIZING THE EXECUTION AND ADMINISTRATION OF
SAID INTER-LOCAL AGREEMENT**

WHEREAS, the City of MELISSA has previously authorized and executed agreements with the Greater Texoma Utility Authority for a surface water supply system to be planned, funded, constructed, and operated by GTUA, including the payment of monthly minimum take or pay water purchase provisions necessary to fund said water transmission system and purchase of potable water; and

WHEREAS, the City of MELISSA has chosen to not accept delivery of a portion of the agreed minimum take or pay water through the end of the **2020** water year (ended **July 31, 2020**) and desires to transfer a portion of its obligated minimum take or pay for said **2020** water year to the City of Anna for consideration detailed in an inter-local agreement; and

WHEREAS, the City of Anna has indicated interest in purchasing a portion of the City of MELISSA's minimum take or pay for the water year ended **July 31, 2020** as explained in a report memorandum to the City Managers / Administrators of the Cities of Melissa, Anna, Van Alstyne and Howe dated **October 5, 2020** by Donald E. Paschal, Jr., consultant to said cities, which report memorandum is attached to said Inter-local agreement as "Exhibit A"; and

WHEREAS, it is acknowledged that a companion or similar agreement is contemplated between the Purchasing CGMA-GTUA City of Anna and the Selling CGMA-GTUA Cities of Melissa, Howe and Van Alstyne.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of MELISSA that:

SECTION 1: The City Council of the City of MELISSA authorizes the execution by the City Manager or Mayor of the attached Inter-local agreement with the City of Anna for the terms detailed therein providing for the following:

- A. Transferring a portion of MELISSA's GTUA required minimum take or pay to Anna as provided for in the attached Inter-local Agreement.
- B. Invoicing Anna for the agreed portion of the **2020** water year minimum take or pay.
- C. Accepting Payment from Anna as provided for in the attached Inter-local agreement.

SECTION 2: It is specifically provided that the participating cities shall have the right to verify quantities of water with the GTUA prior to final consummation of the attached agreement.

Upon motion of Jay Northcut seconded by Shannon Sweat, the above resolution was approved by the City Council of the City of Melissa at its meeting held this 8th day of December, 2020, by the following vote:

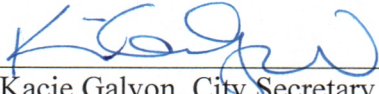
 7 AYE

 0 NAY

 0 ABSTAIN



Reed Greer, Mayor
City of Melissa, Texas



Kacie Galyon, City Secretary
City of Melissa, Texas



**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ANNA, TEXAS AND THE CITY OF MELISSA, TEXAS
FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE
SELLING CITY'S MINIMUM TAKE OR PAY OBLIGATION UNDER THE GTUA-
CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE WATER
SUPPLY CONTRACT**

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and **CITY OF MELISSA, TEXAS**, a Texas General Law City hereinafter referred to as "Melissa", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Melissa are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Melissa to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum take-or-pay amount (MT-P) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2019-2020 ended July 31, 2020** as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MT-P; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Take or Pay Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MT-P and Anna is willing to purchase said unused portion of the minimum MT-P as defined in this agreement and detailed in "Exhibit A" thus allowing Van

Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MT-P for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 5, 2020** memorandum titled "Sale of GTUA-CGMA Minimum Take or Pay to Participant City" attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and MELISSA, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

This Agreement shall apply to the NTMWD water year ended **July 31, 2020** and shall be executed and consummated in full between **November 1, 2020 and January 31, 2021** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II. AGREEMENT

The Cities agree that MELISSA shall transfer **18,324,000** gallons (**18,324.0** one thousand gallon increments) of MT-P water to ANNA for the water year ended **July 31, 2020** and ANNA shall remit to MELISSA a payment for said transfer of MT-P at the rate of **\$1.765** per thousand gallons totaling in the sum of **\$32,342.30** as payment in full for said portion of MELISSA's MT-P. Following execution of this agreement, MELISSA shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed on or before **January 31, 2021**, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction by the stipulated date.

III. RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and MELISSA shall each approve an interlocal agreement authorizing the sale / purchase of MT-P as described herein and further detailed in the attached Exhibit A.
2. MELISSA, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced gallons of MT-P water detailed above in Section II and in the stipulated amount.
3. ANNA shall remit to MELISSA the above stated payment for the transferred MT-P within twenty (20) working days of the receipt of referenced invoice.
4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum take or pay to which this agreement refers shall be entitled to verification subject to

said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum take or pay than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum take or pay prior to the invoicing and payment phase (item III – 2 & 3 above).

IV. TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and MELISSA herein recognize that the continuation of any contract after the termination of this agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this agreement, there shall be no further commitment hereunder.

V. RELEASE AND HOLD HARMLESS

Anna and Melissa, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Melisa agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI. AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

IX. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____

Jim Proce
City Manager

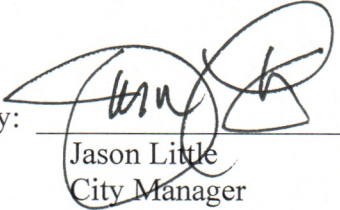
APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF MELISSA, TEXAS

Date: 12/9/2020

By: _____


Jason Little
City Manager

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____ of the **City of Anna, Texas**, a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 9th day of December, 2019, by Jason Little, City Manager, of the **City of Melissa, Texas**, a Texas General Law City, on behalf of said municipality.



Kacie L. Galyon
Notary Public, State of Texas

Exhibit A

Attach copy of **October 5, 2020** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: Sale of GTUA-CGMA Minimum Take or Pay to Participant City

DONALD E. PASCHAL, JR.

**904 Parkwood Court McKinney, TX 75070 Tel. & FAX 972.529.1325
email: don@paschalconsulting.com**

To: CGMA City Managers

Subject: Sale of GTUA-CGMA Minimum Take or Pay to Participant City

Date: October 5, 2020

The Buy-Sale Concept Report followed by agreements between the CGMA City Participants began in October 2011 making this 2020 Report / Proposal the tenth year of using this concept. Therefore, this report draft is shortened considerably with so much history which can be traced should more background or detail be needed.

The Concept can be summarized as follows:

- Based on prior year precedents, a member City which took water beyond its MT/P may acquire a portion of the unused MT/P from other CGMA member City or Cities.
- Such sale allows the selling City to recoup some of the cost of the MT/P paid during the water year for an established discounted price (rate varies by year).
- Acquisition at the established price / K gallons allows the acquiring City to reduce the increase in the subsequent water year MT/P (in 2021 will be refereed to as MAV or Minimum Annual Volume).
- Absent this program (purchasing at a reduced cost and simultaneously keeping the MT/P lower lessening the following year MT/P while allowing the Selling City to recoup some of its paid in cost) would result in City exceeding the MT/P purchasing a portion of the additional water at the then established price. Such established price could be considerably higher and up to the price for the MAV / K gallons in the future. Is it noted that the 2020 Water Year is likely to the last year that the NTMWD Excess Water Rate is likely to be available since the District has announced the rate will no longer be available.
- The methodology has been to calculate a blended average of the MT/P and the Excess Water Rate (and could include other expenses to assure all cost are covered).
- A quick summary is that this buy-sell action has allowed CGMA Cities using less than the MT/P the opportunity to recoup a portion of the MT/P water cost paid during the water year and allowed the buying City to keep a lower MT/P.

In the recently completed water year (ended July 31, 2020) only Anna used water in excess of their required GTUA-CGMA minimum take or pay (MT/P) through the North Texas Municipal Water District (NTMWD) agreement. The other three city's (Van Alstyne, Melissa, and Howe) did not use all their MT/P. Over the last ten years, Melissa was the only buyer for the first seven years. Both Anna and Melissa were purchasing Cities one year and this will be the second year in which Anna is the sole buying City. Thus, the program has benefited all the Cites to varying extents. The details of the proposed transaction are provided below; the explanation and process are intended to be as simple as possible. The basic concept is that three CGMA Cities (Van Alstyne, Melissa, and Howe) sell their unused portion of their MT/P to another user Cities exceeding its respective MT/P at an agreed price that provides benefits to both seller and buyer. The following summary is an update of the similar / same document / transaction from last year with minor tweaks as noted.

This program is not regulated or controlled by GTUA but is purely an agreement among CGMA participating cities for the benefit of the participants; GTUA recognizes the cooperative arrangement between the Cities implemented through annual Interlocal Agreements between Buyer and Seller Cities. MT/P obligations are paid by all cities in equal monthly payments beginning in October and concluding in September of each budget year for the MT/P as set for the water year beginning August 1 of each year. Participation in this program is not a requirement, but a choice that each participant determines independently. It is again noted that the Buying City would have to pay the established water rate plus delivery cost if this option were not available. However, the program allows:

1. Selling Cities to recoup a portion of the funds already spent for their required MT/P; and
2. Purchasing Cities to pay for water actually used which then allows them to keep their respective MT/P at a lower level.

Background:

- **Minimum Take or Pay / City** - CGMA City MT/P: The base MT/P water purchase for the 2020 water year (minimum contract provision that the GTUA-CGMA system has with NTMWD for water) was a total of 792,226,000 gallons of water as MT/P which represents 792,226 one-thousand gallon increments (K gals). Each CGMA City is responsible for the lesser of 59,312.5 K gals or the previously set higher MT/P based on use plus pumping and related cost). Once all four CGMA Cities reach the MT/P, or when any combination of cities exceeds the total CGMA MT/P volume for the subject water year, an additional water charge is incurred by the Entities exceeding their MT/P.
- **2019-2020 water year take** - For the recently ended water year, total use was significantly impacted by much larger allocations for flushing, which is an operational issue being addressed by separate documentation from GTUA. City water charged (take) the 2019-20 water year was:
 - Only Anna took all of their respective full MT-P water, that being Anna which took 442,631,750 Gallons (442,632.75 K Gallons), well above their MT/P.
 - Melissa took all but 18,324 K gallons which was 95.5% of their MT/P.
 - Van Alstyne took 43,766.75 K gallons representing 73.8% of their MT/P.
 - Howe's take was limited to flushing of 31,949.75 K gallons or 53.9% of their MT/P.
- **Maintenance, Flushing and Unaccounted for Water** - It is noted that TCEQ regulations imposed on GTUA in January 2020 necessitated extensive flushing to maintain water quality even to the Howe tank even though no water is taken north of Anna. Actions have been initiated to help lower flushing, but only actual use by both Van Alstyne and Howe will resolve the matter. Thus, an equal amount of flushing is allocated to each city for overall system maintenance, meter discrepancy, and lost or unaccounted for water.
- **Continued Ground Water Use** - During the 2019-20 water year, ground water sources continued to provide a minor amount of Melissa water, a significant portion of the water used by Anna, most of the water used by Van Alstyne, and all of Howe's water. Ground water will continue to be used by these cities in the 2020 water year, but as a decreasing % over several years. It is expected that surface water will be used to accommodate growth and gradually replace small, but increasing percentages of ground water in subsequent years as ground water is slowly depleted (note: careful management of the aquifers may stabilize supplies and allow the use of some base level of ground water for many years thus, extending the useful and economic life of many CGMA Cities' wells for decades for some potable water as well as for irrigation purposes.

- Historical Practice and Buy-Sell Rate Calculation** – A blended rate methodology has been used to establish the buy-sell rate for several years. The blended rate is based on the average of the base and excess rates. For the recently completed 2020 water year, the standard rate / K gallons was \$3.04 and the excess water rate was \$0.49 / K gallons. These water rates and the blended calculation are illustrated below. 2020 is the last year the concept of an Excess Water Rate will be available being replaced by an Additional Water Used charge as set by the NTMWD Board. A blend of the base rate and the District excess water rate has allowed all cities to acquire water at an attractive rate which has been less than the base rate while the Selling Cities recoup a portion of the MT/P base rate that they paid during the fiscal year. It is noted that all MT/P water has been invoiced for the McKinney Pass-through Agreement charges, GTUA pumping and administrative charges, and reserves which will transition to a cost / K gallons in 2020-21. By 2021-22, it is expected that all cities will be taking water at MAV levels allowing the Original System Debt Service to transition from equal $\frac{1}{4}$ shares to proportional of system MAV.
- Cost Calculations for 2019-20 Water Year** - It is proposed that the same rate methodology be applied to the 2019-20 buy-sell agreements as was used in the prior years. The cost calculations for the above described Buy-Sell of MT/P is being based on prior years practice. For 2020 Water Year, the base NTMWD Customer City rate and excess water rate are illustrated below resulting in the blended are shown:

2019-20 customer rate data

Entities	CGMA MT/P water / 1000 GPD	Melissa Excess Water	Blended Average
rates	\$3.04	\$0.49	\$1.76.5

It is noted that even though only one city (Anna) exceeded its MT/P, the total CGMA MT/P again set a new high at 903,869 K gallons, thus raising the aggregate MT/P for the subsequent year (2019-20) by 111,643 K gallons (which is based on final, reconciled adjustments by NTMWD and / or GTUA).

- 2019-20 Water Compared to MT-P** – Since the volume of excess water to be purchased for the recently completed 2019-20 water year exceeded the full MT/P of all three selling cities, the proration is technically a moot point for 2019, but as a technical matter, the proration amount for buy-sell agreements is 100% of the collective unused MT/P. In summary, the purchasing city (Anna) will be acquiring the full amount of the selling cities un-used MT/Ps. Additionally, this practice actually encourages a City with other options (could be separate surface source like Melissa or available well capacity like Anna) to use a portion of the CGMA Cities MT/P by allowing that City to preserve other sources of water or to keep their MT/P lower **Calculation of the proportionate share of unused MT-P to be sold is as follows:**

Proportionate Share Use: MT-P available to be sold to Excess use City for 2019 water year:

MT-P	Melissa	Anna	Van Alstyne	Howe
MT-P water (all in K gallons)	403,845	269,756	59,312.5	59,312.5
Total water Used	385,520.75	442,631.75	43,766.75	31,949.75

				All charged equal maintenance & flushing
Unused (after maintenance Adjust)	18,324	0	15,546	27,363
Excess water use over MT/P (after adj)	NA	172,876	NA	NA
Excess water to be purchased by excess MT-P cities	NA	61,233	NA	NA
Unused water to be offered for sale to excess MT/P cities	18,324	NA	15,546	27,363

Note in various years the un-used MT/P water has been more than Buyers excess use could absorb, in other years the full un-used can be absorbed. Recognizing this reality:

- A. It is expected the amount that can be sold in future years is likely to decline, at least in %.
- B. if the total unused volume should be less than the excess use by buying city(s), the amount for each seller should be prorated based on ratio of user MAV to total MAV, however,
 1. If only one purchasing city, the amount to be sold-purchased would be 100% of the amount available.
 2. If there were multiple purchasing cities, the amount to be sold, per seller would be proportioned using purchaser MAV to total MAV, and likewise,
 3. If amount to be sold is less than total purchasing need, the Seller City(s) proportion of sale would be prorated by each seller MAV to Total MAV.

- **Applying concept to the 2019-20 water year results in the following calculation:**

2019 Proposed MT-P Sale Amt (apportioned as noted above) to buyer City			
Item	Melissa	Van Alstyne	Howe
K gallons offered for sale / purchase	18,324	15,546	27,363
Total amount of sale by / purchase @ \$1.765 / K gal from	\$32,342.30	\$27,438.25	\$48,295.25

2019-20 Proposed MT-P Purchase Amt			
Item	From Melissa	From Van Alstyne	From Howe
Anna: Purchase in K Gallons	18,324	15,546	27,363
Anna Purchase \$ amt: \$108,075.80	\$32,342.30	\$27,438.25	\$48,295.25

Thus, the purchase of unused MT/P from each Seller City by Anna is shown above resulting in a **total purchase of unused MT/P of \$108,075.80.**

Implementation of Sale / Purchase:

- **Buying City Actions** - Anna may purchase from each of the other three CGMA Cities (Melissa, Van Alstyne, and Howe) the above calculated portion of the Melissa, Van Alstyne, and Howe unused CGMA MT/P for the 2019-20 water year. Should Anna not purchase the unused MT/P, it will then be billed by GTUA for excess water used and will have a larger subsequent year MT/P.
- **Selling City Actions** – Melissa, Van Alstyne and Howe may agree to sell their respective unused MT/P volume to Anna at the agreed rate of \$1.765 per K gallons as illustrated in the above table. Under this scenario, Anna would pay the totals shown above equaling an aggregate of \$108,075.80 assuming each selling City chooses to sell their unused MT/P to the purchasing City).

Process / Steps:

1. GTUA has verified the volumes from NTMWD billings; the above is believed to be the final, reconciled calculations as of October 31, 2019.
2. Each selling City should adopt a Resolution authorizing an inter-local agreement to sell the above noted MT/P to the buying City(s) at the agreed rate.
3. Each Buying City should adopt a Resolution authorizing an inter-local agreement to purchase the above noted MT/P from the respective Selling City(s) at the agreed rate.
4. An inter-local agreement will be attached to each of the Resolutions noted in items 2 & 3 detailing the provisions of the sale / purchase between the selling CGMA Cities and the purchasing Cities.
5. Following approval of Resolutions and execution of the inter-local agreements, the selling Cities will forward an invoice to the buying City(s); the Buying City(s) should then pay to the respective Selling City for the agreed purchase. This can should be completed by late 2020 as the respective Cities complete authorization of the stipulated Resolutions and Inter-local Agreements.
6. Consultant will draft the respective Resolutions and inter-local agreements similar to the documents used in 2019 for use by the Cities.
7. It is suggested that this document be attached as a reference document to the inter-local agreement to help clarify the concept and to serve as a future reference.
8. Additionally, GTUA will invoice Anna for any volume taken their 2019 MT/P plus the unused MT/P purchased from the cities not using their MT/P at the excess water rate plus pumping fees, operating expenses, and other expenses including reserves; this charge will be calculated and submitted separately to Anna.

12-8-2020

Invoice – 20201208-1

To

City of Anna

312 North Powell
Pkwy

Anna, Texas 75409

Ship To

N/A

Instructions

N/A

Quantity	Description	Unit Price	Total
18,325,000 gallons	Per Interlocal Agreement between Cities of Anna and Melissa For Purchase and Corresponding Sale of a Portion of Melissa's Minimum Take or Pay Obligation under the GTUA-Cities of Melissa, Anna, Van Alstyne, and Howe Potable Water Supply Contract 2019-20 MT-P Water to Anna	\$1.765/thousand	\$32,343.63
Subtotal			\$32,343.63
Sales Tax			
Shipping & Handling			
Total Due			\$32,343.63

City of Melissa

Tel 972-838-2031
Fax 972-837-2452

3411 Barker Ave
Melissa, Tx 75454

Cityofmelissa.com
gdansby@cityofmelissa.com

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS REALTED TO THE AN INTER-LOCAL AGREEMENT BETWEEN THE CITIES OF ANNA AND MELISSA UNDER WHICH THE CITY OF MELISSA AGREES TO TRANSFER A PORTION OF ITS CONTRACTUAL MINIMUM TAKE OR PAY WATER OBLIGATIONS WITH THE GREATER TEXOMA UTILITY AUTHORITY (GTUA) TO THE CITY OF ANNA IN EXCHANGE FOR AN AGREED PAYMENT FROM ANNA AND AUTHORIZING THE CITY MANAGER TO SIGN THE INTER-LOCAL AGREEMENT

WHEREAS, the City of Melissa, Texas has previously authorized and executed agreements with the Greater Texoma Utility Authority for surface water supply system to be planned, funded, constructed, and operated by GTUA, including the payment of monthly minimum take or pay water purchase provisions necessary to fund said water transmission system and purchase of potable water; and

WHEREAS, the City of Melissa has chosen to not accept delivery of a portion of the agreed minimum take or pay water through the end of the 2020 water year (ended July 31, 2020) and desires to transfer a portion of its obligated minimum take or pay for said 2020 water year to the City of Anna for consideration detailed in an inter-local agreement; and;

WHEREAS, the City of Anna has indicated interest in purchasing a portion of the City of Melissa's minimum take or pay for the water year ended July 31, 2020 as explained in a report memorandum to the City Managers,/Administrators of the Cities of Melissa, Anna, Van Alstyne and Howe, dated October 5, 2020 by Donald E. Paschal, Jr., consultant to said cities, which report memorandum is attached to said inter-local agreement as "Exhibit A"; and

WHEREAS, it is acknowledged that a companion or similar agreement is contemplated between CGMA-GTUA City of Anna and the selling CGMA-GTUA Cities of Melissa, Howe and Van Alstyne.; and

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

Section 1. Recitals Incorporated.

The City Council of the City of Anna authorizes the execution by the City Manager of the attached Inter-local Agreement with the City of Howe for the terms detailed therein providing for the following:

- A. Receiving a portion of Melissa's GTUA required minimum take or pay from Melissa as provided for in the attached Inter-local Agreement.
- B. Agreeing to pay for the agreed portion of the 2020 water year minimum take or pay to the City of Melissa.

Section 2. Verification.

It is specifically provided that the participating cities shall have the right to verify quantities of water with the GTUA prior to final consummation of the attached agreement.

Section 3. Approval of Resolution.

This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 11th day of January, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 5.g.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Approve a Resolution awarding bids for the construction of a ballfield and fence installation at Johnson Park to Homerun Construction Services, LLC, of Blue Ridge, Texas in the amount of \$82,362 and authorize the City Manager to execute the contract. (Marc Marchand, Director of Neighborhood Services)

SUMMARY:

Approve a Resolution awarding a contract for the construction of a ballfield and fence installation at Johnson Park to Homerun Construction Services, LLC, in the amount of \$82,362 and authorize the City Manager to execute the contract.

Neighborhood Services is renovating Johnson Park including relocating a ballfield and installing new fencing on two ballfields. The department contacted a number of local vendors and receive three quotes for each part of the project.

Homerun Construction Services provided the lowest and best bid for the relocation/construction of the ballfield (\$49,180) and the installation of the new fence at the park (\$33,182). Since the total amount of the work done by this company at the park exceeds \$50,000, City Council approval is required.

FINANCIAL IMPACT:

Funding is available in Project #372, Johnson Park Improvement, account number 72-752-6901.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Sustainable Anna Community Through Planned, Managed Growth

STAFF RECOMMENDATION:

Approve the Resolution awarding the contract for park improvements to Homerun Construction Services, LLC of Blue Ridge, TX in the amount of \$82,362 and authorize the City manager to execute the contract.

ATTACHMENTS:

1. Resolution Johnson Park 01122021
2. Johnson Park Fence Purchasing Quote
3. Johnson Park Ballfield Renovation JM R&M Quote

APPROVALS:

Alan Guard,

Created/Initiated - 1/8/2021

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDED A CONTRACT TO HOMERUN CONSTRUCTION SERVICES, LLC, OF BLUE RIDGE, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN THE INTER-LOCAL AGREEMENT

WHEREAS, the City of Anna, Texas has previously approved a capital improvement budget for FY 2021; and;

WHEREAS, the approved capital budget includes improvements at Johnson Park including renovating, relocating ballfields and providing new fencing; and;

WHEREAS, the Neighborhood Services Department followed proper purchasing procedures and received appropriate bids for the work to be completed; and;

WHEREAS, Homerun Construction Services, LLC of Blue Ridge, Texas is a qualified contractor and provided the lowest and best bid; and

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

Section 1. Recitals Incorporated.

The City Council of the City of Anna awards the contract for field relocation/construction and fence installation at Johnson Park for the terms detailed therein providing for the following:

- A. Field relocation/construction in the amount of \$33,182.
- B. Fence installation in the amount of \$49,180.

Section 2. Authorization.

Authorize the City Manager to execute the contract.

Section 3. Approval of Resolution.

This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of January, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Purchasing Quote Form

Purchases of \$3,000-\$49,999

Department: Parks Department

Date: 1-8-2021

Submitted by: Matt Lewis

Item: Johnson Park New Fence for Ballfields

Quote Summary (Attach Supporting Documentation if Required)

Vendor	Quantity	Unit Price	Total Price
Home Run Construction LLC	1	49,180.00	49,180.00
Robinson Fence Company Inc.	1	76,750.00	76,750.00
LSR Multifamily	1	81,645.36	81,645.36
Privacy Fence Contractors, LLC (HUBS)	0	0	0
Llano River Fence Company LLC (HUBS)	0	0	0

Written quotes are required for all purchases from \$3,000-\$49,999. This quote form shall be completed and approved by the appropriate approval level prior to making the purchase. Additionally, 2 HUB's must be invited to quote on purchases exceeding \$2,999. Evidence of the invitation must accompany the purchase order.

Comments regarding Quotes

Privacy Fence Contractor, LLC (HUBS) did not respond
Llano River Fence Company LLC (HUBS) did not respond

Signature(s):

JM Repair and Maintenance

Jose Medrano

Cell | 469.667.7856

Email | jmhrepair18@gmail.com

Invoice #: 701

Date: Saturday, January 2, 2021

Bill To: custom project

For: Supplies / Reimbursement

Description	Total
Dirt work to relocated existin south field	\$44,500.00
Bring in 2 inch of clay infield material sod..	

Make all checks payable to Jose Medrano

Thank you for your business,
Jose

Subtotal	\$ 44,500.00
Tax Rate	N/A
Sub Total	\$ 44,500.00
Total Cost	\$ 44,500.00



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021
Staff Contact: Greg Peters

AGENDA ITEM:

Consider/Discuss/Action an Ordinance to revise the sewer lateral inspection process.
(Director of Public Works Greg Peters, P.E.)

SUMMARY:

Currently, the Anna Public Works Department performs a TV inspection of all new sewer laterals constructed with private development in the City. While this process worked well during periods of low to moderate residential construction volumes, it has begun to overwhelm our limited staff who have primary responsibilities regarding the maintenance and operation of the public water and sewer system.

Currently our utility crews spend approximately half a day each Tuesday and Thursday completing these inspections, which has decreased our ability to respond to neighbor concerns, leaks, and maintenance tasks.

The proposed process changes will allow the builder to hire a 3rd party to complete the inspection, which will allow the builder to get this inspection done faster with less time lost due to waiting for the City team to get to their project and complete the inspection. Upon completion, they will simply submit a completed form with a video recording of the inspection camera going through the lateral.

The City Attorney has reviewed the proposed Ordinance changes in addition to the proposed form which will be used to ensure completion of the process. If approved, the City will work with the building community to initiate a transition to the new process.

Staff believes that this process change will benefit both the building community and neighbors.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance as presented.

ATTACHMENTS:

1. Sewer Inspection Ord C03029D20201230CR1
2. Sewer Video Affidavit C03029D20201230CR1

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 1/6/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ARTICLE 12.04, SECTION 12.04.009 REGARDING SEWER INSPECTIONS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing sewer inspections; 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 amend Section 12.04.009 (Building/yard line sewer inspections) of Article 12.04 (Sewers) of The Anna City Code of Ordinances ("Anna Code") as set forth below;

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

Section 1. Recitals Incorporated

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

Section 2. Amendment

In accordance with Article 1.01 of the Anna Code the following amendments are made to Section 12.04.009 (Building/yard line sewer inspections) of Article 12.04 (Sewers):

ARTICLE 12.04 SEWERS

[...]

Sec. 12.04.009 Building/yard line sewer inspections

Each building sewer shall be inspected by video camera~~-, including the private segment and the public segment of the building sewer. The segment from the building cleanout to the public right-of-way or public easement shall be considered the private building sewer. The segment from the public right-of-way or public easement to the city's public sewer main shall be considered the public building sewer.~~ Video inspections ~~inspections~~ shall be conducted on all new construction projects and building sewers that are being replaced. Inspections shall be conducted by ~~the city public works department a qualified third party selected by the contractor and all inspections shall be performed at no cost to the city.~~ This An inspection will shall be scheduled completed after the rough plumbing inspection when all test plugs have been removed and the

building sewer trench has been backfilled. The contractor or owner shall submit to the public works department the following for review and approval or rejection: (1) a full and complete digital copy of the video; and (2) a fully executed and notarized "Building Sewer Video Inspection Affidavit" in a form provided by the city. The building sewer camera inspection must be performed and approved before receiving a framing inspection for new construction and prior to issuance of a green tag for building sewers that are being replaced. The fees the permit, or a certificate of occupancy for the building. All damage, debris, and defects identified during the video inspection shall be remedied by the contractor or owner, and confirmed with a follow-up video inspection and re-inspection are as set forth in section A6.010 of the fee schedule in appendix A of this code prior to city approval. The building permit applicant of record assumes sole responsibility for any debris removal or major repair required to the public segment of the building sewer for a period of 12 months from the inspection date listed below. It shall be a criminal misdemeanor punishable by a fine not to exceed \$2,000 or the highest amount allowed by applicable law (whichever is less) for any person to edit or otherwise alter any video or other information related to an inspection required under this section in a manner that omits, disguises or otherwise removes, diminishes, or obscures any damage, debris or defect.

(Ordinance 232-2005 adopted 10/25/05; Ordinance 476-2009 adopted 11/10/09; 2008 Code, pt. II, art. 49, sec. 4.26; Ordinance _____ adopted _____)

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 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 12th day of January 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

BUILDING SEWER VIDEO INSPECTION AFFIDAVIT ¹

STATE OF TEXAS §
COUNTY OF COLLIN §

1. BEFORE ME, the undersigned authority, on this day personally appeared, known by me to be a credible person and competent in all respects to make this Affidavit, and, who, being by me duly sworn, upon their oath stated:

2. "My name is _____. I am over twenty-one years of age and am fully competent to make this affidavit, which is true and correct, and based on my personal knowledge of the facts stated herein.

3. The address of the sewer construction that is the subject of this affidavit is _____.

4. The building sewer line at the address listed above has been fully inspected using an industry standard camera/video device for the following segments of the sewer line: *(check all that apply)*

_____ Private: from the building cleanout to the public right-of-way line or public easement

_____ Public: from the public right-of-way line or public easement to the City public sewer main

5. The building sewer line was found to be: *(check all that apply)*

_____ In working order with no visible defects or other problems

_____ No blockage or debris present

_____ No visible damage to the pipe, including breaks, cracks, deformation or deflection

6. The video of the inspection being submitted to the City of Anna with this affidavit was not edited or otherwise altered in a manner that omits, disguises or otherwise removes, diminishes, or obscures any damage, debris or defect.

Signed on the ____ day of _____, 20____.

SIGNED

(printed name)

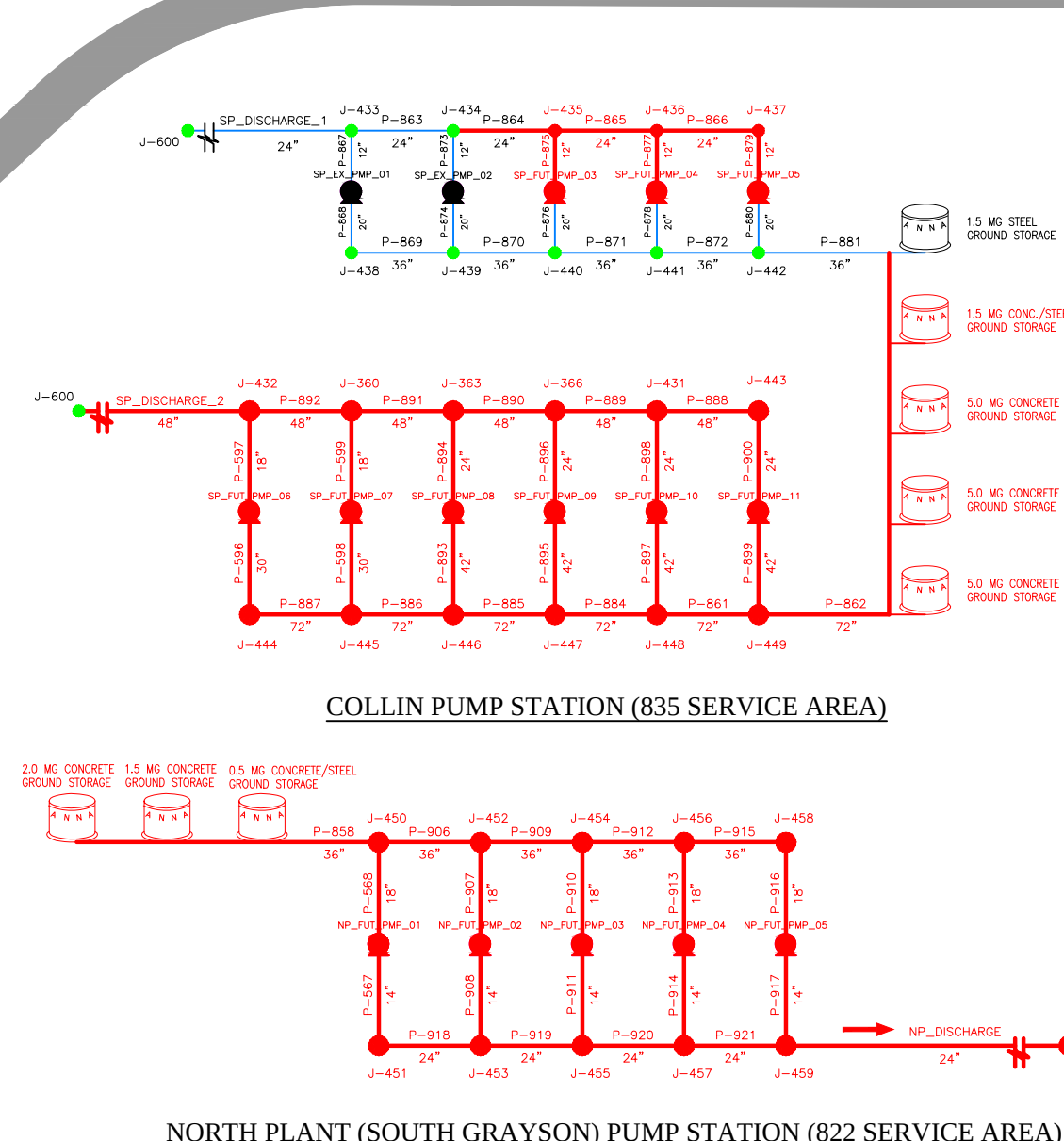
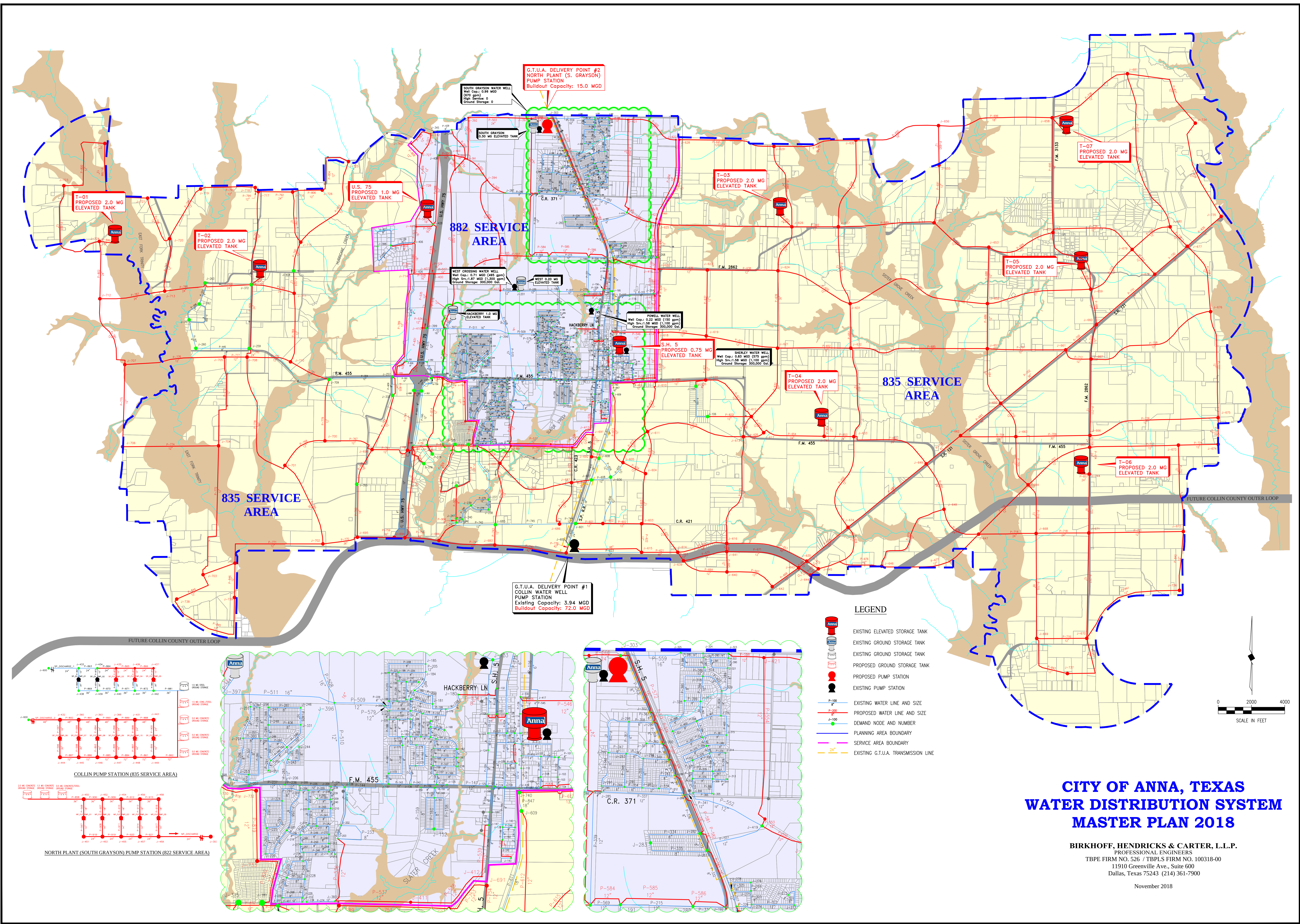
STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, a Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct.

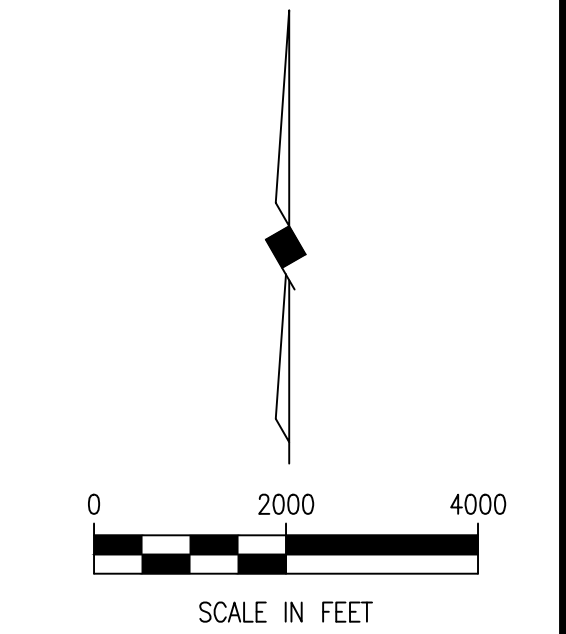
SIGNED before me on this ____ day of _____ 20____.

Notary Public, State of Texas

¹ Provide this completed affidavit with a digital copy of the video footage to the Public Works Department. The Building Permit Applicant of Record assumes responsibility for any debris removal or major repair required to the public segment of the building sewer for a period of 12 months from the inspection date listed below.



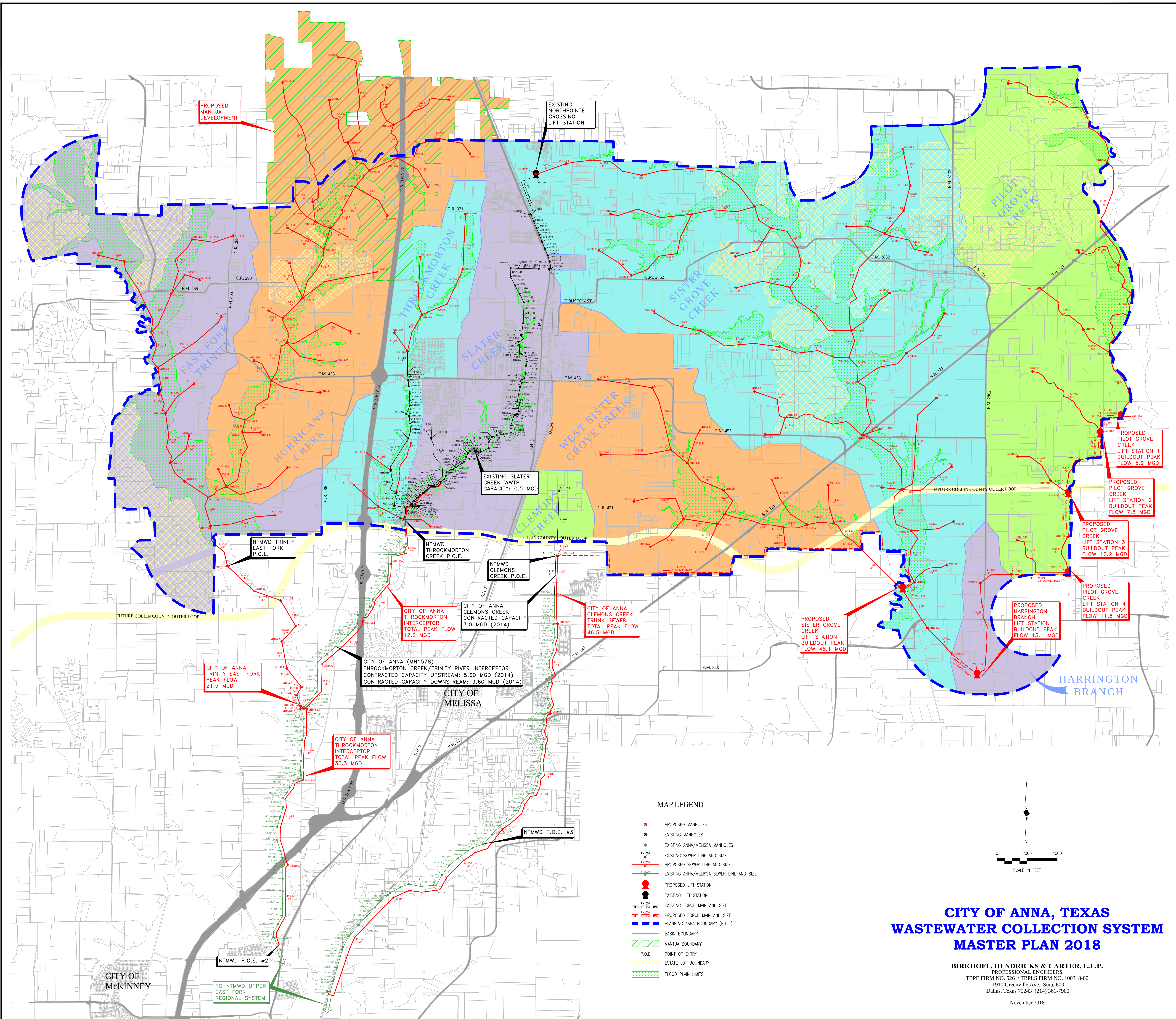
- LEGEND**
- EXISTING ELEVATED STORAGE TANK
 - EXISTING GROUND STORAGE TANK
 - PROPOSED GROUND STORAGE TANK
 - PROPOSED PUMP STATION
 - EXISTING PUMP STATION
 - EXISTING WATER LINE AND SIZE
 - PROPOSED WATER LINE AND SIZE
 - DEMAND NODE AND NUMBER
 - PLANNING AREA BOUNDARY
 - SERVICE AREA BOUNDARY
 - EXISTING G.T.U.A. TRANSMISSION LINE

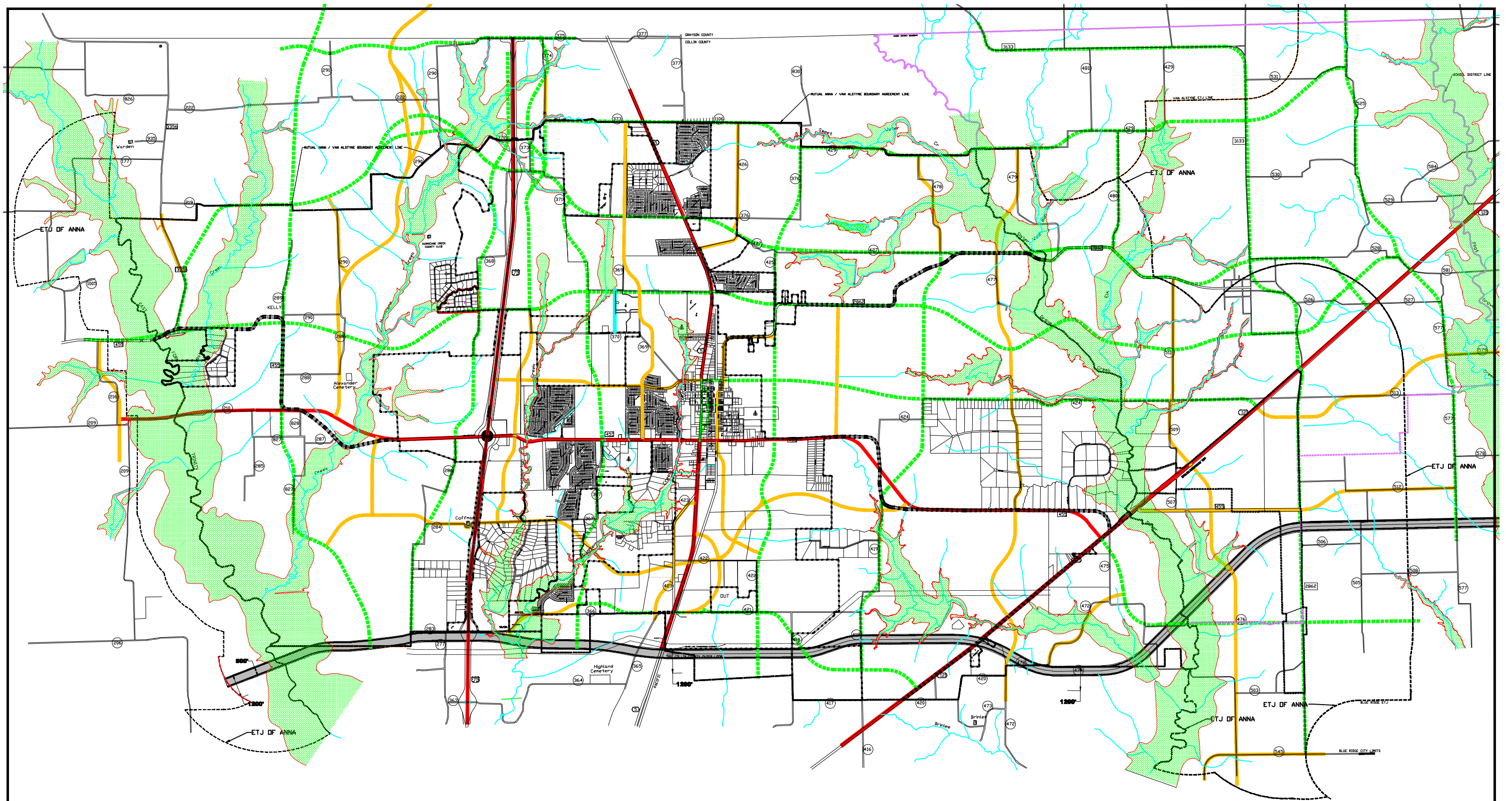


CITY OF ANNA, TEXAS WATER DISTRIBUTION SYSTEM MASTER PLAN 2018

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE FIRM NO. 526 / TBPLS FIRM NO. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

November 2018





CITY OF ANNA

- THOROUGHFARE PLAN**
- MAJOR HIGHWAY
 - MAJOR COLLECTOR STREET
 - MINOR COLLECTOR STREET
 - PROPOSED 6-LANE OVERPASS
 - PROPOSED COLLIN COUNTY OUTER LOOP

- LEGEND**
- CITY PARK
 - WATER TOWER
 - CITY HALL
 - SCHOOL
 - FLOOD HAZARD AREA

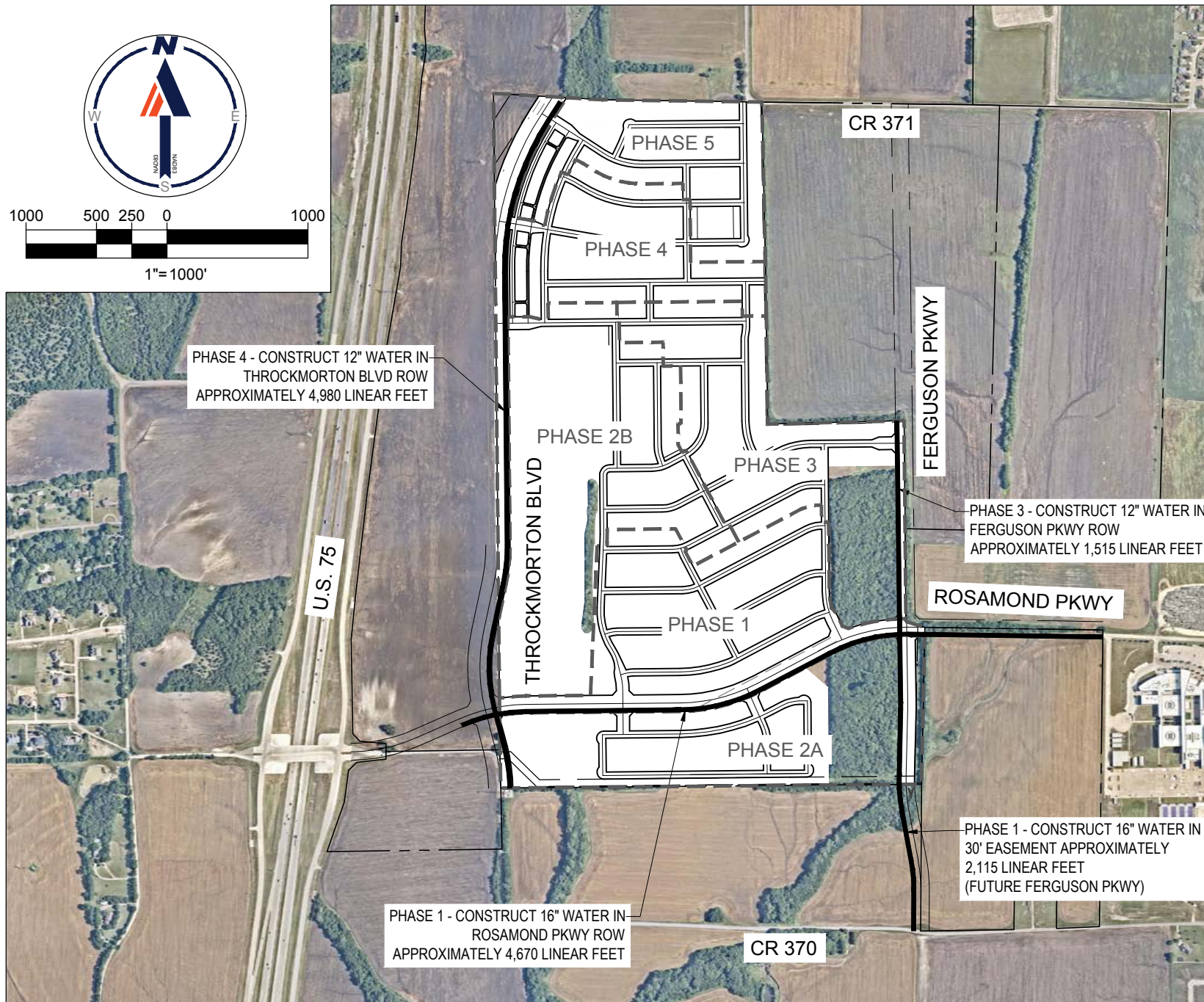
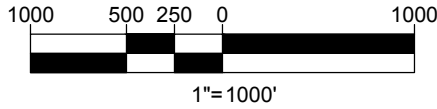
----- EXTRA TERRITORIAL JURISDICTION BOUNDARY

DATE 1-22-10

**FIGURE 22
THOROUGHFARE PLAN
2010 - 2030**



EXHIBIT B - WATER IMPACT FEE PLAN



LEGEND

-  PROPOSED PERIMETER WATERLINE 12" OR GREATER
-  PHASE LINE

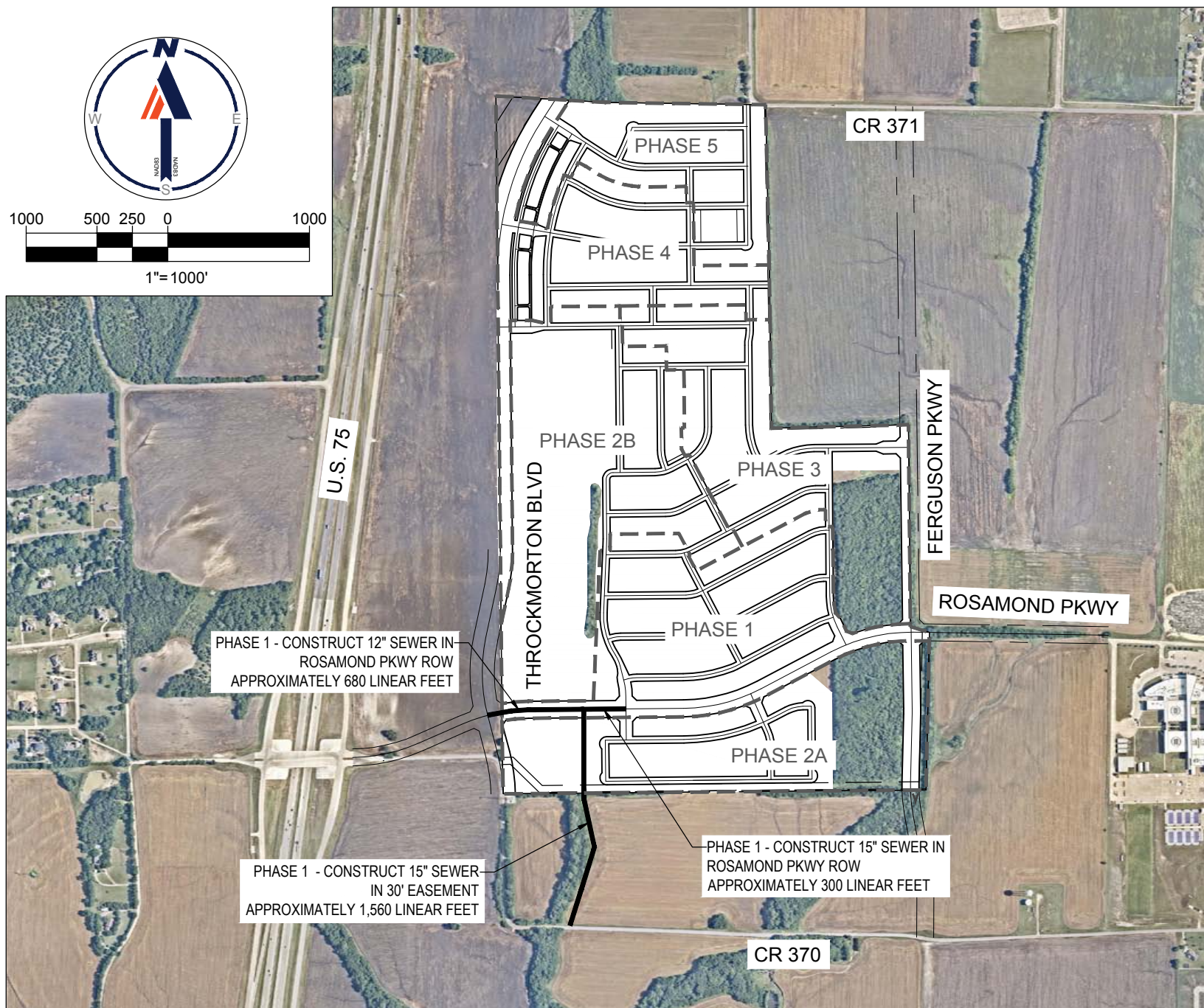
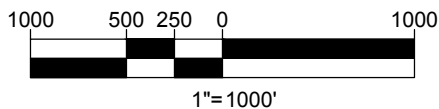
BOHLER //

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

EXHIBIT C - SEWER IMPACT FEE PLAN



LEGEND

-  PROPOSED PERIMETER SEWER LINE 12" OR GREATER
-  PHASE LINE

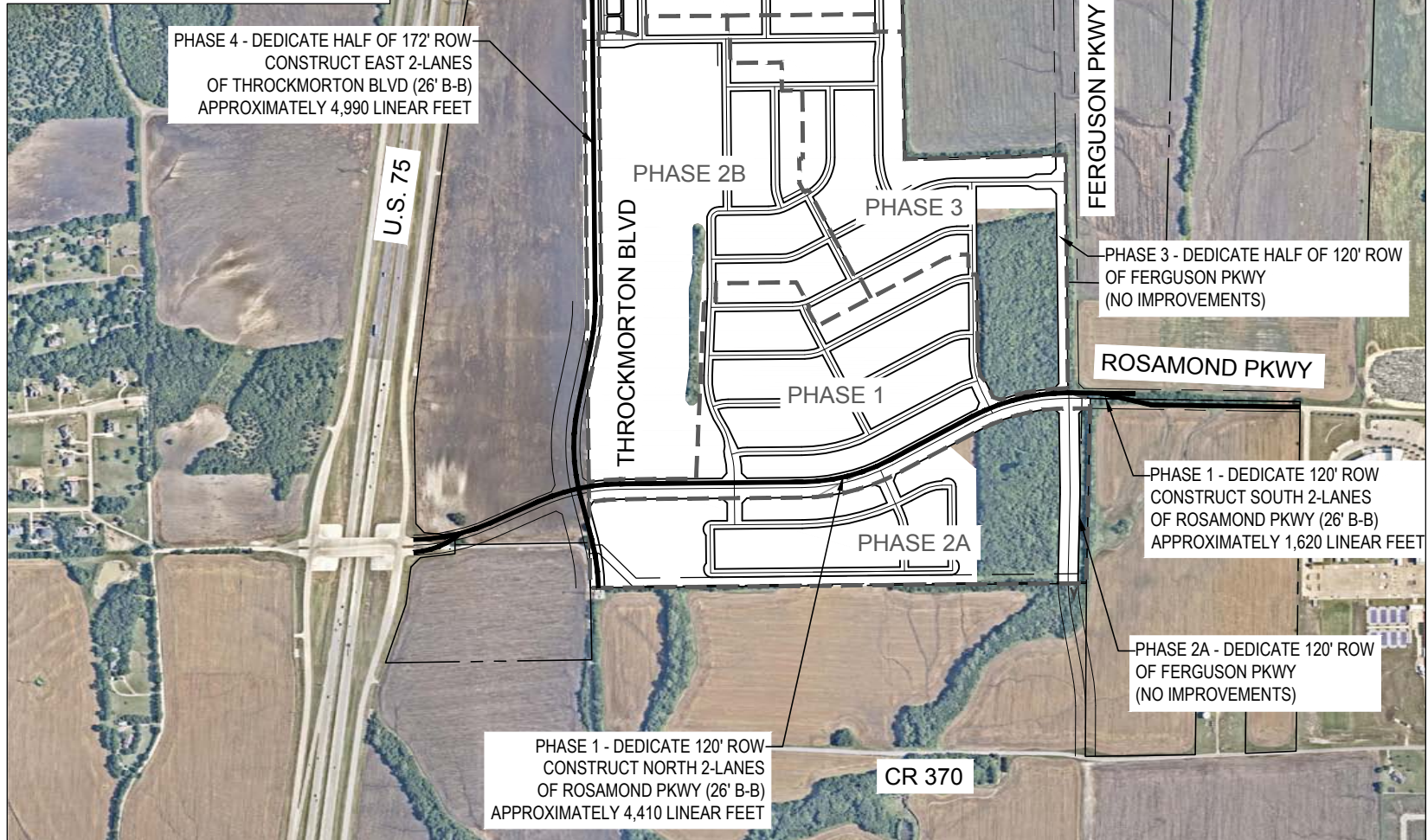
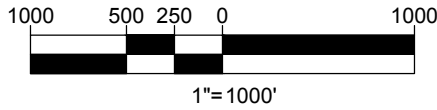
BOHLER //

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

EXHIBIT A - ROAD IMPACT FEE PLAN



LEGEND

-  PROPOSED PERIMETER ROADWAY
-  PHASE LINE

BOHLER //

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

The Woods at Lindsey Place

Project Summary

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
951	76.69	1/4/2021

SUMMARY

Onsite Public Improvements		COST
Phase 1		\$4,731,026
Phase 2A		\$1,990,351
Phase 2B		\$2,786,898
Phase 3		\$3,225,579
Phase 4		\$3,485,461
Phase 5		\$2,168,971
SUBTOTAL		\$18,388,286
DESIGN AND ENGINEERING		10% \$1,838,828.60
CONTINGENCIES		15% \$2,758,242.90
TOTAL ONSITE COST		\$22,985,357.50

Offsite CIP Improvements		COST
Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer		\$4,188,079
Phase 3 CIP - Ferguson Water		\$140,979
Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water		\$2,438,762
SUBTOTAL		\$6,767,820
DESIGN AND ENGINEERING		10% \$676,781.95
CONTINGENCIES		15% \$1,015,172.93
TOTAL CIP COST		\$8,459,774.38

TOTAL CONSTRUCTION COST \$31,445,132

The Woods at Lindsey Place

Phase 1

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
218	11.25	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	11.25	\$22,500
UNCLASSIFIED EXCAVATION	\$3.50	CY	32,000	\$112,000
MISC. DEMOLITION	\$10,000	LS	2	\$20,000
GEOTECH TESTING	\$0.25	CY	32,000	\$8,000
SILT FENCE	\$1.25	LF	19,600	\$24,500
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$219,500

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	1	\$1,500
8" SDR-35 (< 12' DEEP)	\$37	LF	6,750	\$249,750
12" SDR-35 (< 12' DEEP)	\$45	LF	750	\$33,750
15" SDR-35 (< 12' DEEP)	\$60	LF	500	\$30,000
4' DIA. MANHOLE	\$4,000	EA	26	\$104,000
5' DIA. MANHOLE	\$5,000	EA	7	\$35,000
4" SEWER SERVICE	\$1,200	EA	218	\$261,600
TRENCH SAFETY	\$1.50	LF	8,000	\$12,000
TESTING (INCLUDING GEOTECH)	\$5.00	LF	8,000	\$40,000
MISCELLANEOUS	\$767,600	PERCENT	10%	\$76,760
BONDS	\$767,600	PERCENT	2%	\$15,352
INSPECTION FEE	\$767,600	PERCENT	3%	\$23,028

SANITARY SEWER TOTAL \$882,740

The Woods at Lindsey Place

Phase 1

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
218	11.25	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	440	\$10,560
8" PVC (WITH FITTINGS)	\$28	LF	9,800	\$274,400
8" GATE VALVE AND BOX	\$1,200	EA	50	\$60,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	22	\$77,000
1" WATER SERVICE (W/METER)	\$600	EA	218	\$130,800
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	2	\$1,600
TRENCH SAFETY	\$1.00	LF	10,240	\$10,240
TESTING (INCLUDING GEOTECH)	\$5.00	LF	10,240	\$51,200
MISCELLANEOUS	\$618,800	PERCENT	10%	\$61,880
BONDS	\$618,800	PERCENT	2%	\$12,376
INSPECTION FEE	\$618,800	PERCENT	3%	\$18,564

DOMESTIC WATER TOTAL \$711,620

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,963,099	PERCENT	45%	\$883,395
TESTING	\$883,395	PERCENT	3%	\$26,502
BONDS	\$883,395	PERCENT	2%	\$17,668
INSPECTION FEE	\$883,395	PERCENT	3%	\$26,502

STORM SEWER TOTAL \$954,067

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	33,756	\$1,215,200
6" SUBGRADE PREPARATION	\$4.50	SY	35,781	\$161,014
HYDRATED LIME (36#/SY)	\$180	TON	644	\$115,930
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	3,500	\$17,500
4" THICK TRAIL (8' WIDE)	\$5.00	SF	8,800	\$44,000
BARRIER FREE RAMP	\$2,500	EA	30	\$75,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	20	\$30,000
MISCELLANEOUS	\$1,663,644	PERCENT	10%	\$166,364
TESTING	\$1,663,644	PERCENT	3%	\$49,909
BONDS	\$1,663,644	PERCENT	2%	\$33,273
INSPECTION FEE	\$1,663,644	PERCENT	3%	\$49,909

PAVING TOTAL \$1,963,099

The Woods at Lindsey Place

Phase 1

Prepared by Bohler with notes for assumptions

BE JN:	TD202021		
Location:	Anna, Texas		
Lot Count	Acreage	Date	
218	11.25	1/4/2021	

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$219,500
SANITARY SEWER	\$882,740
DOMESTIC WATER	\$711,620
STORM SEWER	\$954,067
PAVING	\$1,963,099
SUBTOTAL	\$4,731,026

DESIGN AND ENGINEERING	10%	\$473,102.60
CONTINGENCIES	15%	\$709,653.90

TOTAL CONSTRUCTION COST	\$5,913,783
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The Woods at Lindsey Place

Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite
Water, Offsite Sewer

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
0	19.14	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	19.14	\$38,280
UNCLASSIFIED EXCAVATION	\$3.50	CY	49,143	\$172,000
MISC. DEMOLITION	\$70,000	LS	1	\$70,000
SEED AND WATER	\$0.20	SF	298,500	\$59,700
SOD AND WATER	\$0.50	SF	361,800	\$180,900
SILT FENCE	\$1.25	LF	31,960	\$39,950
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	3	\$7,500
TESTING	\$476,195	PERCENT	3%	\$14,286

SITE PREP/GRADING TOTAL	\$612,616
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SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	1	\$1,500
12" SDR-35 (< 12' DEEP)	\$45	LF	680	\$30,600
15" SDR-35 (< 12' DEEP)	\$60	LF	1,860	\$111,600
5' DIA. MANHOLE	\$5,000	EA	8	\$40,000
TRENCH SAFETY	\$1.50	LF	2,540	\$3,810
TESTING (INCLUDING GEOTECH)	\$5.00	LF	2,540	\$12,700
MISCELLANEOUS	\$200,210	PERCENT	10%	\$20,021
BONDS	\$200,210	PERCENT	2%	\$4,004
INSPECTION FEE	\$200,210	PERCENT	3%	\$6,006

SANITARY SEWER TOTAL	\$230,242
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The Woods at Lindsey Place Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer		BE JN: TD202021		
		Location: Anna, Texas		
		Lot Count	Acreage	Date
		0	19.14	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	260	\$6,240
8" PVC (WITH FITTINGS)	\$28	LF	360	\$10,080
16" PVC (WITH FITTINGS)	\$60	LF	6,790	\$407,400
8" GATE VALVE AND BOX	\$1,200	EA	4	\$4,800
12" GATE VALVE AND BOX	\$2,000	EA	3	\$6,000
16" BUTTERFLY VALVE	\$6,000	EA	22	\$132,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	13	\$45,500
TRENCH SAFETY	\$1.00	LF	7,410	\$7,410
TESTING (INCLUDING GEOTECH)	\$5.00	LF	7,410	\$37,050
MISCELLANEOUS	\$659,480	PERCENT	10%	\$65,948
BONDS	\$659,480	PERCENT	2%	\$13,190
INSPECTION FEE	\$659,480	PERCENT	3%	\$19,784
DOMESTIC WATER TOTAL				\$758,402

The Woods at Lindsey Place Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer	BE JN: TD202021		
	Location: Anna, Texas		
	Lot Count	Acreage	Date
	0	19.14	1/4/2021

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,450,080	PERCENT	45%	\$652,536
CULVERT CROSSING	\$200,000	EA	2	\$400,000
TESTING	\$1,052,536	PERCENT	3%	\$31,576
BONDS	\$1,052,536	PERCENT	2%	\$21,051
INSPECTION FEE	\$1,052,536	PERCENT	3%	\$31,576

STORM SEWER TOTAL	\$1,136,739
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PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
8" REINFORCED CONC. PAVING (W/CURB)	\$50	SY	18,056	\$902,778
8" SUBGRADE PREPARATION	\$5.00	SY	19,139	\$95,694
HYDRATED LIME (36#/SY)	\$180	TON	345	\$62,010
4" THICK TRAIL (8' WIDE)	\$5.00	SF	19,080	\$95,400
BARRIER FREE RAMP	\$2,500	EA	8	\$20,000
TRAFFIC CONTROL	\$20,000	LS	1	\$20,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	2	\$3,000
PAVEMENT MARKINGS	\$30,000	LS	1	\$30,000
MISCELLANEOUS	\$1,228,882	PERCENT	10%	\$122,888
TESTING	\$1,228,882	PERCENT	3%	\$36,866
BONDS	\$1,228,882	PERCENT	2%	\$24,578
INSPECTION FEE	\$1,228,882	PERCENT	3%	\$36,866

PAVING TOTAL	\$1,450,080
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SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$612,616
SANITARY SEWER	\$230,242
DOMESTIC WATER	\$758,402
STORM SEWER	\$1,136,739
PAVING	\$1,450,080
SUBTOTAL	\$4,188,079

DESIGN AND ENGINEERING	10%	\$418,807.85
CONTINGENCIES	15%	\$628,211.78

TOTAL CONSTRUCTION COST	\$5,235,098
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The Woods at Lindsey Place

Phase 2A

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
75	4.82	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	4.82	\$9,640
UNCLASSIFIED EXCAVATION	\$3.50	CY	14,000	\$49,000
MISC. DEMOLITION	\$10,000	LS	2	\$20,000
GEOTECH TESTING	\$0.25	CY	14,000	\$3,500
SILT FENCE	\$1.25	LF	8,400	\$10,500
INLET PROTECTION	\$15,000	LS	1	\$15,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$110,140

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	2	\$3,000
8" SDR-35 (< 12' DEEP)	\$37	LF	3,400	\$125,800
4' DIA. MANHOLE	\$4,000	EA	13	\$52,000
4" SEWER SERVICE	\$1,200	EA	75	\$90,000
TRENCH SAFETY	\$1.50	LF	3,400	\$5,100
TESTING (INCLUDING GEOTECH)	\$5.00	LF	3,400	\$17,000
MISCELLANEOUS	\$292,900	PERCENT	10%	\$29,290
BONDS	\$292,900	PERCENT	2%	\$5,858
INSPECTION FEE	\$292,900	PERCENT	3%	\$8,787

SANITARY SEWER TOTAL \$336,835

The Woods at Lindsey Place

Phase 2A

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
75	4.82	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	160	\$3,840
8" PVC (WITH FITTINGS)	\$28	LF	4,200	\$117,600
8" GATE VALVE AND BOX	\$1,200	EA	14	\$16,800
FIRE HYDRANT ASSEMBLY	\$3,500	EA	8	\$28,000
1" WATER SERVICE (W/METER)	\$600	EA	75	\$45,000
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	1	\$800
TRENCH SAFETY	\$1.00	LF	4,360	\$4,360
TESTING (INCLUDING GEOTECH)	\$5.00	LF	4,360	\$21,800
MISCELLANEOUS	\$241,200	PERCENT	10%	\$24,120
BONDS	\$241,200	PERCENT	2%	\$4,824
INSPECTION FEE	\$241,200	PERCENT	3%	\$7,236

DOMESTIC WATER TOTAL \$277,380

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$851,949	PERCENT	45%	\$383,377
TESTING	\$383,377	PERCENT	3%	\$11,501
BONDS	\$383,377	PERCENT	2%	\$7,668
INSPECTION FEE	\$383,377	PERCENT	3%	\$11,501

STORM SEWER TOTAL \$414,047

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	14,467	\$520,800
6" SUBGRADE PREPARATION	\$4.50	SY	15,335	\$69,006
HYDRATED LIME (36#/SY)	\$180	TON	276	\$49,684
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	9,100	\$45,500
BARRIER FREE RAMP	\$2,500	EA	8	\$20,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	8	\$12,000
MISCELLANEOUS	\$721,990	PERCENT	10%	\$72,199
TESTING	\$721,990	PERCENT	3%	\$21,660
BONDS	\$721,990	PERCENT	2%	\$14,440
INSPECTION FEE	\$721,990	PERCENT	3%	\$21,660

PAVING TOTAL \$851,949

The Woods at Lindsey Place

Phase 2A

Prepared by Bohler with notes for assumptions

BE JN: TD202021

Location: Anna, Texas

Lot Count	Acreage	Date
75	4.82	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$110,140
SANITARY SEWER	\$336,835
DOMESTIC WATER	\$277,380
STORM SEWER	\$414,047
PAVING	\$851,949
SUBTOTAL	\$1,990,351

DESIGN AND ENGINEERING 10% \$199,035.10

CONTINGENCIES 15% \$298,552.65

TOTAL CONSTRUCTION COST \$2,487,939

The Woods at Lindsey Place

Phase 2B

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
123	6.43	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	6.43	\$12,860
UNCLASSIFIED EXCAVATION	\$3.50	CY	18,000	\$63,000
MISC. DEMOLITION	\$10,000	LS	2	\$20,000
GEOTECH TESTING	\$0.25	CY	18,000	\$4,500
SILT FENCE	\$1.25	LF	11,200	\$14,000
INLET PROTECTION	\$20,000	LS	1	\$20,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$136,860

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	1	\$1,500
8" SDR-35 (< 12' DEEP)	\$37	LF	2,700	\$99,900
10" SDR-35 (< 12' DEEP)	\$42	LF	1,600	\$67,200
12" SDR-35 (< 12' DEEP)	\$45	LF	600	\$27,000
4' DIA. MANHOLE	\$4,000	EA	13	\$52,000
5' DIA. MANHOLE	\$5,000	EA	4	\$20,000
4" SEWER SERVICE	\$1,200	EA	123	\$147,600
TRENCH SAFETY	\$1.50	LF	4,900	\$7,350
TESTING (INCLUDING GEOTECH)	\$5.00	LF	4,900	\$24,500
MISCELLANEOUS	\$447,050	PERCENT	10%	\$44,705
BONDS	\$447,050	PERCENT	2%	\$8,941
INSPECTION FEE	\$447,050	PERCENT	3%	\$13,412

SANITARY SEWER TOTAL \$514,108

The Woods at Lindsey Place

Phase 2B

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
123	6.43	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	280	\$6,720
8" PVC (WITH FITTINGS)	\$28	LF	5,600	\$156,800
8" GATE VALVE AND BOX	\$1,200	EA	35	\$42,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	14	\$49,000
1" WATER SERVICE (W/METER)	\$600	EA	123	\$73,800
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	1	\$800
TRENCH SAFETY	\$1.00	LF	5,880	\$5,880
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,880	\$29,400
MISCELLANEOUS	\$367,400	PERCENT	10%	\$36,740
BONDS	\$367,400	PERCENT	2%	\$7,348
INSPECTION FEE	\$367,400	PERCENT	3%	\$11,022

DOMESTIC WATER TOTAL \$422,510

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,153,042	PERCENT	45%	\$518,869
TESTING	\$518,869	PERCENT	3%	\$15,566
BONDS	\$518,869	PERCENT	2%	\$10,377
INSPECTION FEE	\$518,869	PERCENT	3%	\$15,566

STORM SEWER TOTAL \$560,378

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	19,289	\$694,400
6" SUBGRADE PREPARATION	\$4.50	SY	20,446	\$92,008
HYDRATED LIME (36#/SY)	\$180	TON	368	\$66,246
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	800	\$4,000
4" THICK TRAIL (8' WIDE)	\$5.00	SF	5,300	\$26,500
BARRIER FREE RAMP	\$2,500	EA	26	\$65,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	16	\$24,000
MISCELLANEOUS	\$977,154	PERCENT	10%	\$97,715
TESTING	\$977,154	PERCENT	3%	\$29,315
BONDS	\$977,154	PERCENT	2%	\$19,543
INSPECTION FEE	\$977,154	PERCENT	3%	\$29,315

PAVING TOTAL \$1,153,042

The Woods at Lindsey Place

Phase 2B

Prepared by Bohler with notes for assumptions

BE JN: TD202021

Location: Anna, Texas

Lot Count	Acreage	Date
123	6.43	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$136,860
SANITARY SEWER	\$514,108
DOMESTIC WATER	\$422,510
STORM SEWER	\$560,378
PAVING	\$1,153,042
SUBTOTAL	\$2,786,898

DESIGN AND ENGINEERING 10% \$278,689.80

CONTINGENCIES 15% \$418,034.70

TOTAL CONSTRUCTION COST \$3,483,623

The Woods at Lindsey Place

Phase 3

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
187	7.35	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	7.35	\$14,700
UNCLASSIFIED EXCAVATION	\$3.50	CY	21,000	\$73,500
MISC. DEMOLITION	\$10,000	LS	5	\$50,000
GEOTECH TESTING	\$0.25	CY	21,000	\$5,250
SILT FENCE	\$1.25	LF	12,800	\$16,000
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$191,950

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	4	\$6,000
8" SDR-35 (< 12' DEEP)	\$37	LF	5,700	\$210,900
4' DIA. MANHOLE	\$4,000	EA	23	\$92,000
4" SEWER SERVICE	\$1,200	EA	187	\$224,400
TRENCH SAFETY	\$1.50	LF	5,700	\$8,550
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,700	\$28,500
MISCELLANEOUS	\$570,350	PERCENT	10%	\$57,035
BONDS	\$570,350	PERCENT	2%	\$11,407
INSPECTION FEE	\$570,350	PERCENT	3%	\$17,111

SANITARY SEWER TOTAL \$655,903

The Woods at Lindsey Place

Phase 3

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
187	7.35	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	5	\$7,500
6" PVC (WITH FITTINGS)	\$24	LF	280	\$6,720
8" PVC (WITH FITTINGS)	\$28	LF	6,400	\$179,200
8" GATE VALVE AND BOX	\$1,200	EA	32	\$38,400
FIRE HYDRANT ASSEMBLY	\$3,500	EA	14	\$49,000
1" WATER SERVICE (W/METER)	\$600	EA	187	\$112,200
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	0	\$0
TRENCH SAFETY	\$1.00	LF	6,680	\$6,680
TESTING (INCLUDING GEOTECH)	\$5.00	LF	6,680	\$33,400
MISCELLANEOUS	\$433,100	PERCENT	10%	\$43,310
BONDS	\$433,100	PERCENT	2%	\$8,662
INSPECTION FEE	\$433,100	PERCENT	3%	\$12,993

DOMESTIC WATER TOTAL \$498,065

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,264,914	PERCENT	45%	\$569,211
TESTING	\$569,211	PERCENT	3%	\$17,076
BONDS	\$569,211	PERCENT	2%	\$11,384
INSPECTION FEE	\$569,211	PERCENT	3%	\$17,076

STORM SEWER TOTAL \$614,747

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	22,044	\$793,600
6" SUBGRADE PREPARATION	\$4.50	SY	23,367	\$105,152
HYDRATED LIME (36#/SY)	\$180	TON	421	\$75,709
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	1,900	\$9,500
4" THICK SIDEWALK (EXTRA 12" FOR 6' WALK)	\$5.00	SF	2,300	\$11,500
4" THICK TRAIL (8' WIDE)	\$5.00	SF	1,600	\$8,000
BARRIER FREE RAMP	\$2,500	EA	20	\$50,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	9	\$13,500
MISCELLANEOUS	\$1,071,961	PERCENT	10%	\$107,196
TESTING	\$1,071,961	PERCENT	3%	\$32,159
BONDS	\$1,071,961	PERCENT	2%	\$21,439
INSPECTION FEE	\$1,071,961	PERCENT	3%	\$32,159

PAVING TOTAL \$1,264,914

The Woods at Lindsey Place

Phase 3

Prepared by Bohler with notes for assumptions

BE JN: TD202021

Location: Anna, Texas

Lot Count	Acreage	Date
187	7.35	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$191,950
SANITARY SEWER	\$655,903
DOMESTIC WATER	\$498,065
STORM SEWER	\$614,747
PAVING	\$1,264,914
SUBTOTAL	\$3,225,579

DESIGN AND ENGINEERING	10%	\$322,557.90
CONTINGENCIES	15%	\$483,836.85

TOTAL CONSTRUCTION COST	\$4,031,974
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The Woods at Lindsey Place

Phase 3 CIP - Ferguson Water

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
0	1.04	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$4,000	ACRE	1.04	\$4,160
MISC. DEMOLITION	\$10,000	LS	1	\$10,000
SEED AND WATER	\$0.20	SF	48,150	\$9,630
SILT FENCE	\$1.25	LF	3,210	\$4,013
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$30,303

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,000	EA	1	\$1,000
6" PVC (WITH FITTINGS)	\$24	LF	60	\$1,440
8" PVC (WITH FITTINGS)	\$28	LF	30	\$840
12" PVC (WITH FITTINGS)	\$42	LF	1,515	\$63,630
8" GATE VALVE AND BOX	\$1,200	EA	1	\$1,200
12" GATE VALVE AND BOX	\$2,000	EA	4	\$8,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	3	\$10,500
TRENCH SAFETY	\$1.00	LF	1,605	\$1,605
TESTING (INCLUDING GEOTECH)	\$5.00	LF	1,605	\$8,025
MISCELLANEOUS	\$96,240	PERCENT	10%	\$9,624
BONDS	\$96,240	PERCENT	2%	\$1,925
INSPECTION FEE	\$96,240	PERCENT	3%	\$2,887

DOMESTIC WATER TOTAL \$110,676

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$30,303
DOMESTIC WATER	\$110,676
SUBTOTAL	\$140,979

DESIGN AND ENGINEERING	10%	\$14,097.90
CONTINGENCIES	15%	\$21,146.85

TOTAL CONSTRUCTION COST \$176,224

The Woods at Lindsey Place

Phase 4

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
205	8.09	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	8.09	\$16,180
UNCLASSIFIED EXCAVATION	\$3.50	CY	23,000	\$80,500
MISC. DEMOLITION	\$10,000	LS	5	\$50,000
GEOTECH TESTING	\$0.25	CY	23,000	\$5,750
SILT FENCE	\$1.25	LF	17,600	\$22,000
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$206,930

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	2	\$3,000
8" SDR-35 (< 12' DEEP)	\$37	LF	5,650	\$209,050
4' DIA. MANHOLE	\$4,000	EA	27	\$108,000
4" SEWER SERVICE	\$1,200	EA	205	\$246,000
TRENCH SAFETY	\$1.50	LF	5,650	\$8,475
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,650	\$28,250
MISCELLANEOUS	\$602,775	PERCENT	10%	\$60,278
BONDS	\$602,775	PERCENT	2%	\$12,056
INSPECTION FEE	\$602,775	PERCENT	3%	\$18,083

SANITARY SEWER TOTAL \$693,191

The Woods at Lindsey Place

Phase 4

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
205	8.09	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	4	\$6,000
6" PVC (WITH FITTINGS)	\$24	LF	280	\$6,720
8" PVC (WITH FITTINGS)	\$28	LF	6,900	\$193,200
8" GATE VALVE AND BOX	\$1,200	EA	34	\$40,800
FIRE HYDRANT ASSEMBLY	\$3,500	EA	14	\$49,000
1" WATER SERVICE (W/METER)	\$600	EA	205	\$123,000
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	2	\$1,600
TRENCH SAFETY	\$1.00	LF	7,180	\$7,180
TESTING (INCLUDING GEOTECH)	\$5.00	LF	7,180	\$35,900
MISCELLANEOUS	\$463,400	PERCENT	10%	\$46,340
BONDS	\$463,400	PERCENT	2%	\$9,268
INSPECTION FEE	\$463,400	PERCENT	3%	\$13,902

DOMESTIC WATER TOTAL \$532,910

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,381,177	PERCENT	45%	\$621,530
TESTING	\$621,530	PERCENT	3%	\$18,646
BONDS	\$621,530	PERCENT	2%	\$12,431
INSPECTION FEE	\$621,530	PERCENT	3%	\$18,646

STORM SEWER TOTAL \$671,253

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	24,211	\$871,600
6" SUBGRADE PREPARATION	\$4.50	SY	25,664	\$115,487
HYDRATED LIME (36#/SY)	\$180	TON	462	\$83,151
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	3,000	\$15,000
4" THICK SIDEWALK (EXTRA 12" FOR 6' WALK)	\$5.00	SF	250	\$1,250
BARRIER FREE RAMP	\$2,500	EA	16	\$40,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	26	\$39,000
MISCELLANEOUS	\$1,170,488	PERCENT	10%	\$117,049
TESTING	\$1,170,488	PERCENT	3%	\$35,115
BONDS	\$1,170,488	PERCENT	2%	\$23,410
INSPECTION FEE	\$1,170,488	PERCENT	3%	\$35,115

PAVING TOTAL \$1,381,177

The Woods at Lindsey Place

Phase 4

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
205	8.09	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$206,930
SANITARY SEWER	\$693,191
DOMESTIC WATER	\$532,910
STORM SEWER	\$671,253
PAVING	\$1,381,177
SUBTOTAL	\$3,485,461

DESIGN AND ENGINEERING	10%	\$348,546.10
CONTINGENCIES	15%	\$522,819.15

TOTAL CONSTRUCTION COST	\$4,356,826
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The Woods at Lindsey Place Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water		BE JN: TD202021		
		Location: Anna, Texas		
		Lot Count	Acreage	Date
		0	13.75	1/4/2021
SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	13.75	\$27,500
UNCLASSIFIED EXCAVATION	\$3.50	CY	39,000	\$136,500
MISC. DEMOLITION	\$20,000	LS	1	\$20,000
SOD AND WATER	\$0.50	SF	299,400	\$149,700
SILT FENCE	\$1.25	LF	1,597	\$1,996
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500
TESTING	\$368,196	PERCENT	3%	\$11,046
SITE PREP/GRADING TOTAL				\$379,242
DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,000	EA	1	\$1,000
6" PVC (WITH FITTINGS)	\$24	LF	240	\$5,760
8" PVC (WITH FITTINGS)	\$28	LF	90	\$2,520
12" PVC (WITH FITTINGS)	\$42	LF	4,990	\$209,580
8" GATE VALVE AND BOX	\$1,200	EA	3	\$3,600
12" GATE VALVE AND BOX	\$2,000	EA	13	\$26,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	12	\$42,000
TRENCH SAFETY	\$1.00	LF	5,320	\$5,320
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,320	\$26,600
MISCELLANEOUS	\$322,380	PERCENT	10%	\$32,238
BONDS	\$322,380	PERCENT	2%	\$6,448
INSPECTION FEE	\$322,380	PERCENT	3%	\$9,671
DOMESTIC WATER TOTAL				\$370,737

The Woods at Lindsey Place Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water	BE JN: TD202021		
	Location: Anna, Texas		
	Lot Count	Acreage	Date
	0	13.75	1/4/2021

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,136,463	PERCENT	45%	\$511,408
TESTING	\$511,408	PERCENT	3%	\$15,342
BONDS	\$511,408	PERCENT	2%	\$10,228
INSPECTION FEE	\$511,408	PERCENT	3%	\$15,342
STORM SEWER TOTAL				\$552,320

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
8" REINFORCED CONC. PAVING (W/CURB)	\$50	SY	13,861	\$693,056
8" SUBGRADE PREPARATION	\$5.00	SY	14,693	\$73,464
HYDRATED LIME (36#/SY)	\$180	TON	264	\$47,605
4" THICK TRAIL (5' WIDE)	\$5.00	SF	14,850	\$74,250
BARRIER FREE RAMP	\$2,500	EA	8	\$20,000
TRAFFIC CONTROL	\$20,000	LS	1	\$20,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	4	\$6,000
PAVEMENT MARKINGS	\$30,000	LS	1	\$30,000
MISCELLANEOUS	\$964,375	PERCENT	10%	\$96,438
TESTING	\$964,375	PERCENT	3%	\$28,931
BONDS	\$934,375	PERCENT	2%	\$18,688
INSPECTION FEE	\$934,375	PERCENT	3%	\$28,031
PAVING TOTAL				\$1,136,463

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$379,242
DOMESTIC WATER	\$370,737
STORM SEWER	\$552,320
PAVING	\$1,136,463
SUBTOTAL	\$2,438,762

DESIGN AND ENGINEERING	10%	\$243,876.20
CONTINGENCIES	15%	\$365,814.30

TOTAL CONSTRUCTION COST	\$3,048,453
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The Woods at Lindsey Place

Phase 5

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
143	4.82	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	4.82	\$9,640
UNCLASSIFIED EXCAVATION	\$3.50	CY	14,000	\$49,000
MISC. DEMOLITION	\$10,000	LS	4	\$40,000
GEOTECH TESTING	\$0.25	CY	14,000	\$3,500
SILT FENCE	\$1.25	LF	8,400	\$10,500
INLET PROTECTION	\$20,000	LS	1	\$20,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$135,140

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	3	\$4,500
8" SDR-35 (< 12' DEEP)	\$37	LF	3,800	\$140,600
4' DIA. MANHOLE	\$4,000	EA	14	\$56,000
4" SEWER SERVICE	\$1,200	EA	143	\$171,600
TRENCH SAFETY	\$1.50	LF	3,800	\$5,700
TESTING (INCLUDING GEOTECH)	\$5.00	LF	3,800	\$19,000
MISCELLANEOUS	\$397,400	PERCENT	10%	\$39,740
BONDS	\$397,400	PERCENT	2%	\$7,948
INSPECTION FEE	\$397,400	PERCENT	3%	\$11,922

SANITARY SEWER TOTAL \$457,010

The Woods at Lindsey Place

Phase 5

Prepared by Bohler with notes for assumptions

BE JN: TD202021

Location: Anna, Texas

Lot Count	Acreage	Date
143	4.82	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	4	\$6,000
6" PVC (WITH FITTINGS)	\$24	LF	180	\$4,320
8" PVC (WITH FITTINGS)	\$28	LF	4,200	\$117,600
8" GATE VALVE AND BOX	\$1,200	EA	19	\$22,800
FIRE HYDRANT ASSEMBLY	\$3,500	EA	9	\$31,500
1" WATER SERVICE (W/METER)	\$600	EA	143	\$85,800
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	0	\$0
TRENCH SAFETY	\$1.00	LF	4,380	\$4,380
TESTING (INCLUDING GEOTECH)	\$5.00	LF	4,380	\$21,900
MISCELLANEOUS	\$294,300	PERCENT	10%	\$29,430
BONDS	\$294,300	PERCENT	2%	\$5,886
INSPECTION FEE	\$294,300	PERCENT	3%	\$8,829

DOMESTIC WATER TOTAL \$338,445

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$833,363	PERCENT	45%	\$375,013
TESTING	\$375,013	PERCENT	3%	\$11,250
BONDS	\$375,013	PERCENT	2%	\$7,500
INSPECTION FEE	\$375,013	PERCENT	3%	\$11,250

STORM SEWER TOTAL \$405,013

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	14,467	\$520,800
6" SUBGRADE PREPARATION	\$4.50	SY	15,335	\$69,006
HYDRATED LIME (36#/SY)	\$180	TON	276	\$49,684
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	3,800	\$19,000
4" THICK SIDEWALK (EXTRA 12" FOR 6' WALK)	\$5.00	SF	1,450	\$7,250
BARRIER FREE RAMP	\$2,500	EA	10	\$25,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	7	\$10,500
MISCELLANEOUS	\$706,240	PERCENT	10%	\$70,624
TESTING	\$706,240	PERCENT	3%	\$21,187
BONDS	\$706,240	PERCENT	2%	\$14,125
INSPECTION FEE	\$706,240	PERCENT	3%	\$21,187

PAVING TOTAL \$833,363

The Woods at Lindsey Place

Phase 5

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
143	4.82	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$135,140
SANITARY SEWER	\$457,010
DOMESTIC WATER	\$338,445
STORM SEWER	\$405,013
PAVING	\$833,363
SUBTOTAL	\$2,168,971

DESIGN AND ENGINEERING	10%	\$216,897.10
CONTINGENCIES	15%	\$325,345.65

TOTAL CONSTRUCTION COST	\$2,711,214
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Subdivision Improvement Agreement
The Woods at Lindsey Place

City Council Meeting
January 12, 2021

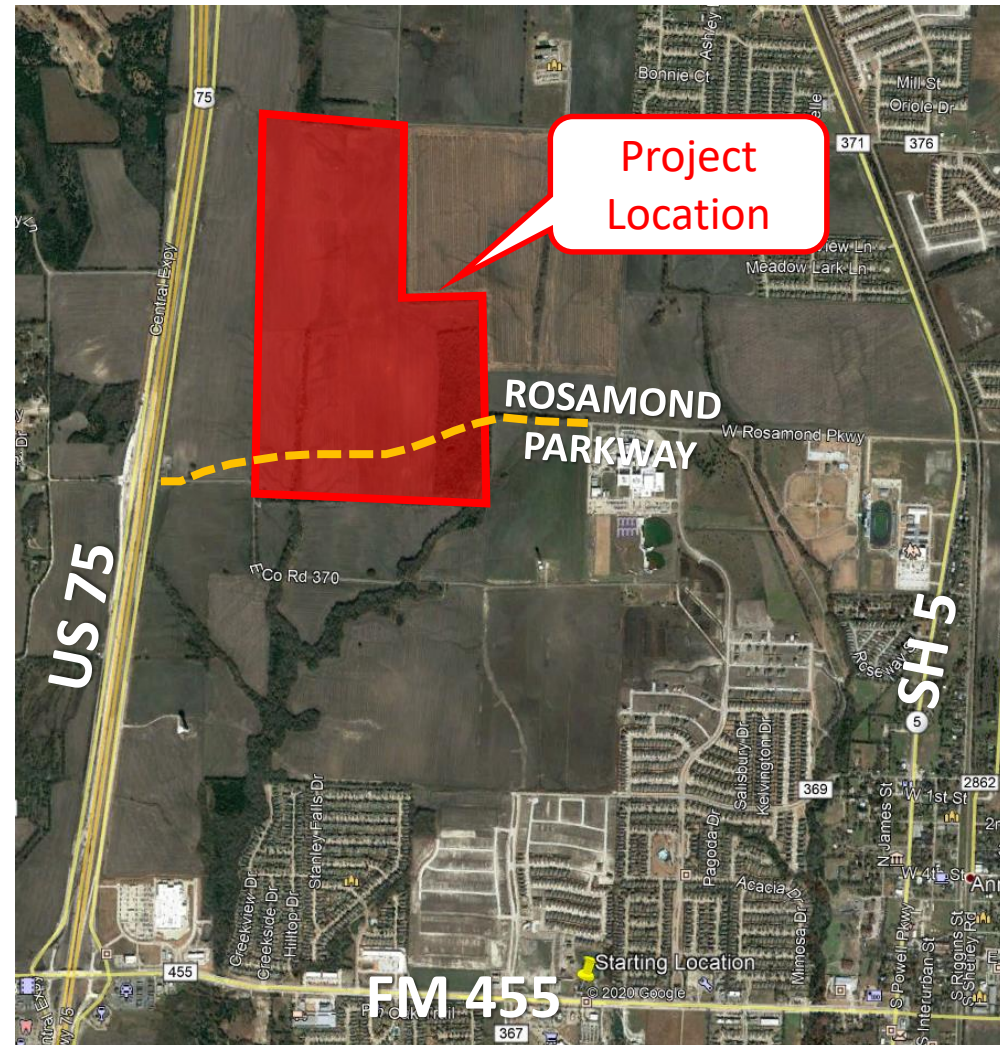
Overview

- Development Location
- Impact Fees Generated
- Infrastructure Projects Needed
- Impact Fee Review
- Deal Points
- Staff Recommendation



Development Information

- 275 acre planned development
- 942 single family lots
- 600 multi-family units



THE CITY OF
Anna

Map of the proposed development area in the City of Madison, Wisconsin. The map shows a large residential subdivision with yellow lots, green spaces, and blue ponds. Key roads include Throckmorton Blvd. to the north, Ferguson Pkwy. to the south, Rossmore Pkwy. to the west, and CR 371 to the east. A 'Mainline Planned Development' area is shown to the north of Throckmorton Blvd. The map also includes labels for 'Dedicated City Park', 'Dedicated Pond', and 'Dedicated City Park'.



Impact Fees Generated

- Roadway (total = \$3,568,530)
 - 942 SF lots @ \$2,715/lot = \$2,557,530
 - 600 MF units @ \$1,685 = \$1,011,000
- Water (total = \$4,429,728)
 - 942 SF meters @ \$4,510/meter = \$4,248,420
 - 6 MF meters @ \$30,218/meter = \$181,308
- Sewer (total = \$4,006,374)
 - 942 SF sewer @ \$4,079/lot = \$3,842,418
 - 6 MF sewer @ \$27,326/bldg = \$163,956



CIP Infrastructure Projects

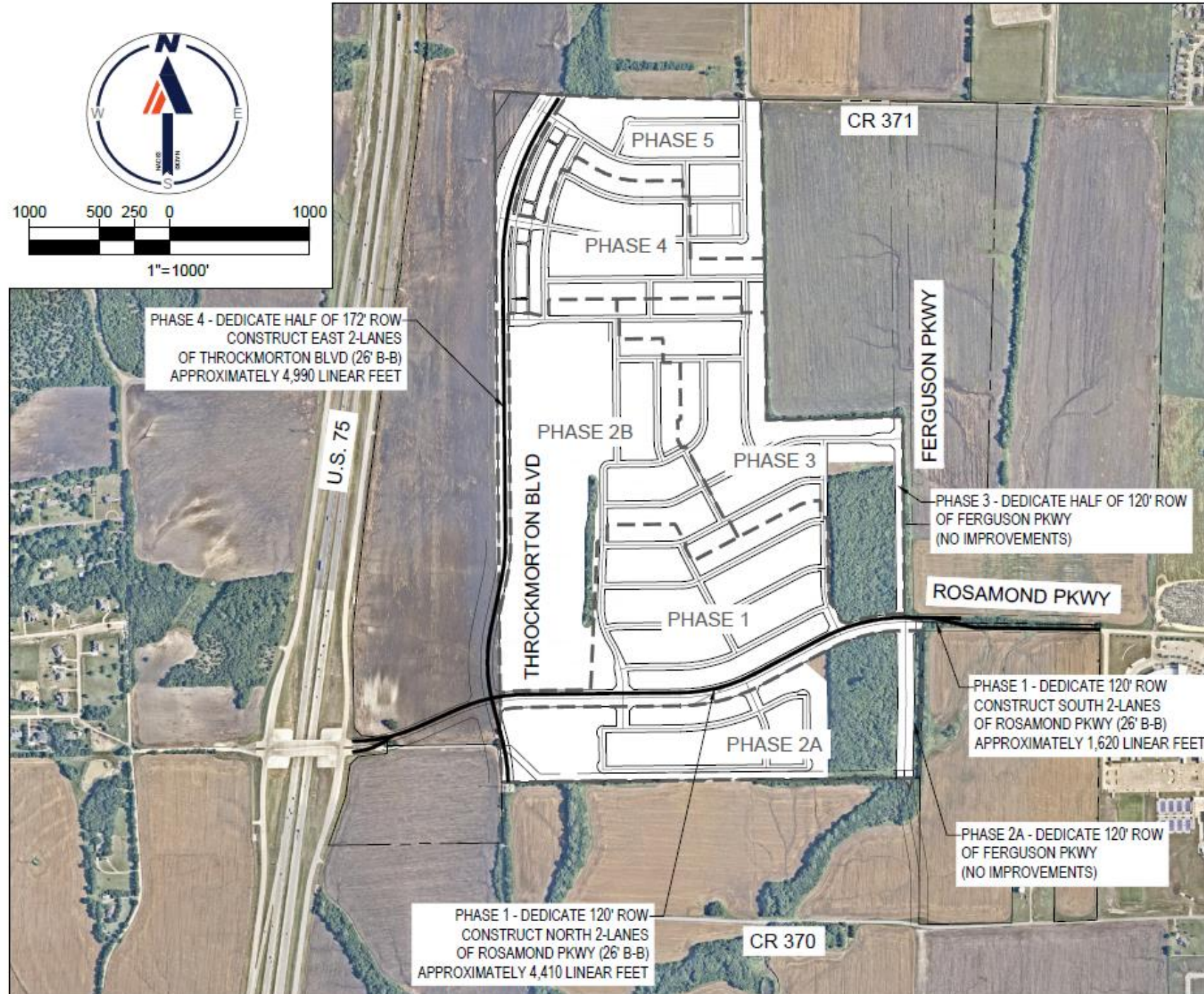
- Roadway
 - Rosamond Parkway (Adjacent and off-site)
 - Throckmorton Boulevard (Adjacent and off-site)
 - Ferguson Parkway (Adjacent and off-site)
- Water
 - 16" Water Main along Ferguson Parkway
 - 16" Water Main along Rosamond Parkway
 - 12" Water Main along Throckmorton Boulevard
- Sewer
 - Throckmorton Sewer Extension
 - On-site Sanitary Sewer Mains



Roadway

- Rosamond Parkway (2 lanes)
 - \$2,586,819
- Throckmorton Blvd (2 lanes)
 - \$2,140,710
- Ferguson Parkway (2 lanes north and 4 lanes south)
 - \$1,688,783

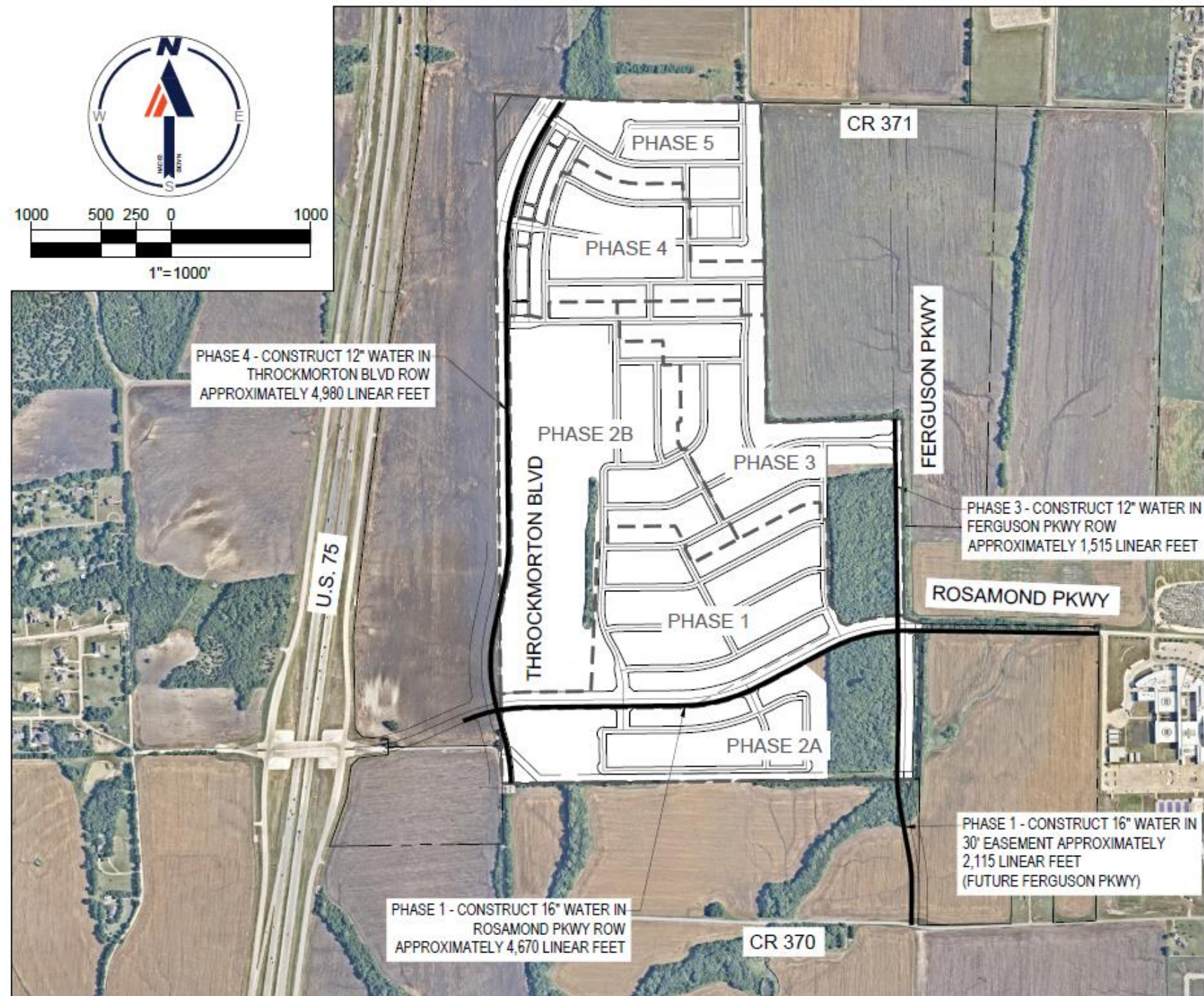
Total CIP Road Cost:
\$6,416,312



Water

- Phase 1
 - \$758,402
- Phase 3
 - \$110,676
- Phase 4
 - \$370,737

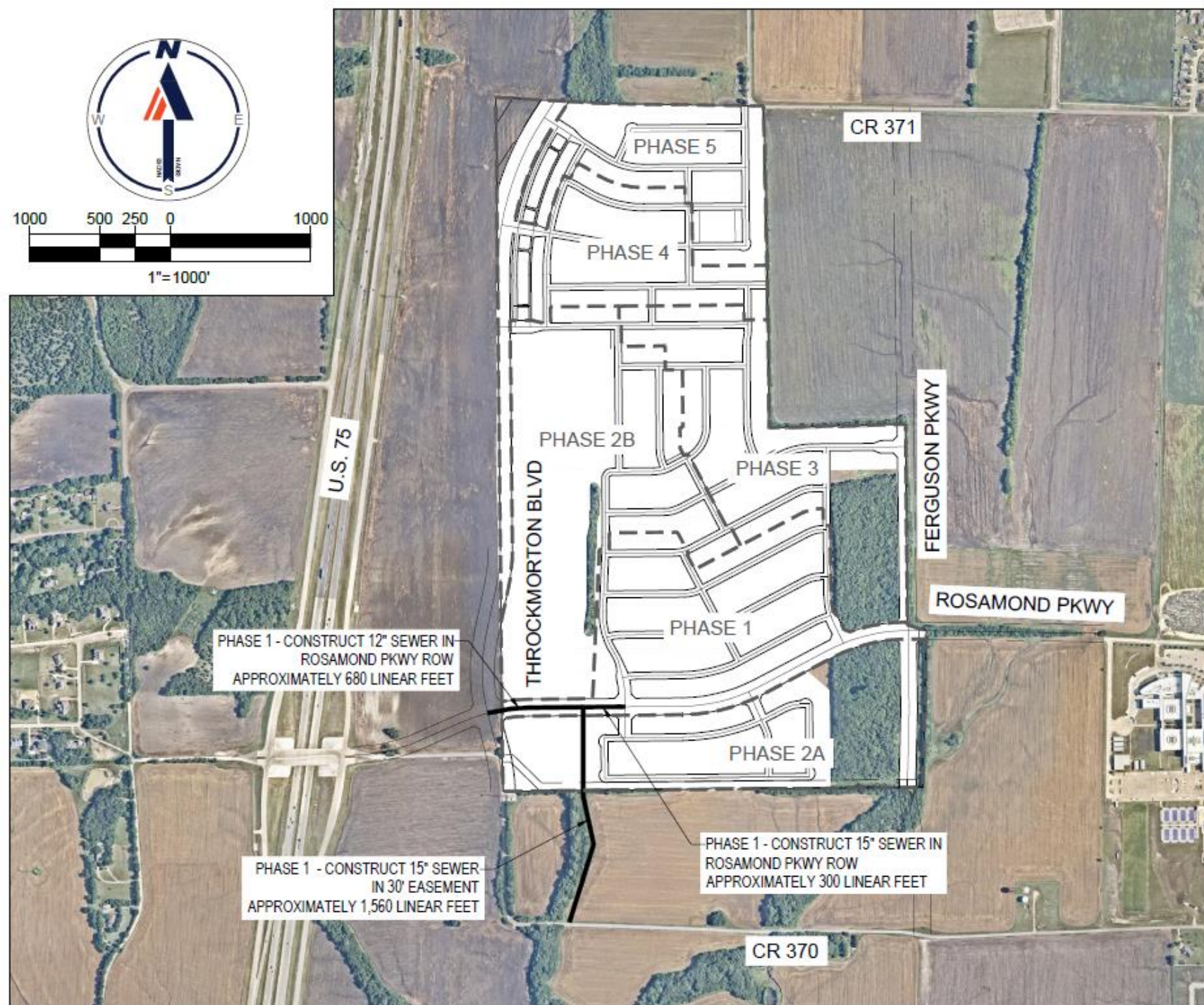
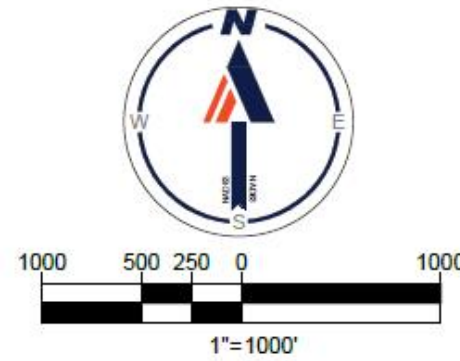
Total CIP Water Cost:
\$1,239,815



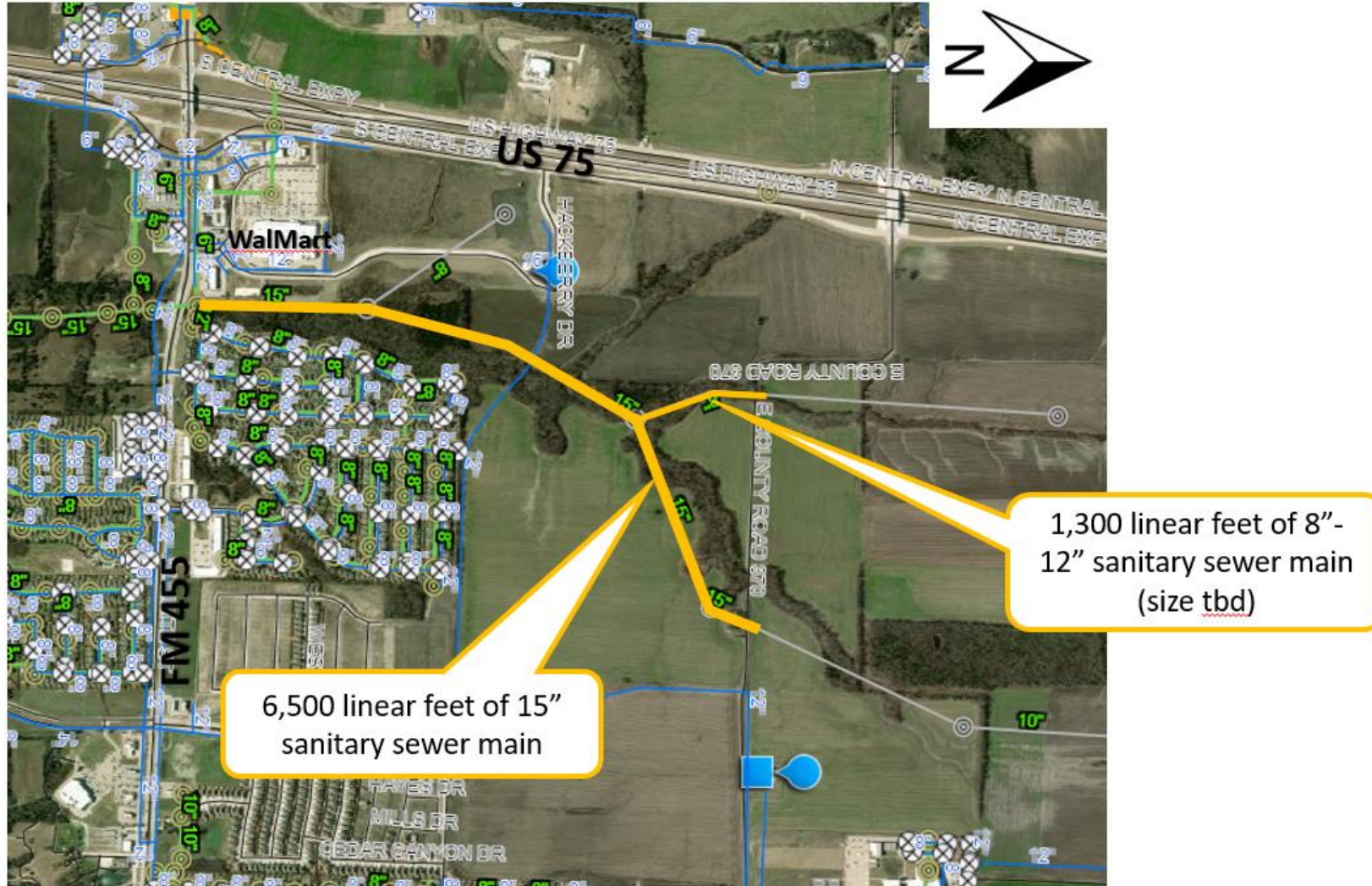
Developer Sewer

- Phase 1
 - \$230,242

Total CIP Sewer Cost:
\$230,242



Sewer - City CIP Project



THE CITY OF
Anna

Impact Fee Review

- The Roadway Impact Fees generated by the project will not cover the cost to construct 2 lanes of all three major CIP roadway projects (Rosamond, Throckmorton, Ferguson)
- The Water & Sewer Impact Fees generated will exceed the CIP utility project costs, and therefore, the City will collect more than it will reimburse for construction of the key CIP utilities.
- The Developer is open to constructing the City Throckmorton Sewer Extension project if necessary, based on their timeline of development. This would be eligible for impact fee reimbursements.



Deal Points

- Roadway
 - Developer will construct 2 lanes of Rosamond Parkway from US 75 to Anna High School, including drainage system
 - Developer will dedicate ROW for Throckmorton and Ferguson
 - City will be responsible for funding construction of Throckmorton and Ferguson
 - Developer agrees to construct if funding available during a phase of their development
- Water
 - 100% Developer constructed
 - City reimburses impact fees for the eligible projects
 - City will collect more impact fees than the improvements cost
- Sewer
 - 100% Developer constructed
 - City reimburses impact fees for the eligible projects
 - City will collect more impact fees than the improvements cost
 - Developer may choose to construct Throckmorton Sewer Extension (City project) at their cost, which would be reimbursed through impact fees
- Easements & Right-of-Way
 - City to acquire ROW for Rosamond as part of the current CIP project already underway
 - If Developer unable to acquire certain easements and ROW needed for critical CIP infrastructure, City Council may choose to authorize condemnation authority



Staff Findings & Recommendation

- Staff findings:
 - This agreement provides a mechanism to construct one of our most critical road needs in the City – Rosamond Parkway from US 75 to Anna High School.
 - The agreement will require the City to fund the construction of Throckmorton Boulevard in the very near future – as it will be critical to this development (multi-family and Phase 4 single family) and potential commercial development on US 75. This project will require approximately \$2.2M in funding.
 - The Development will generate significant water and sewer impact fees, above and beyond the cost of the required CIP projects – allowing the City to fund key utility projects the community as a whole needs.
- Staff recommends approval of the agreement in the form as authorized by the City Attorney.



THE WOODS AT LINDSEY PLACE SUBDIVISION IMPROVEMENT AGREEMENT

This The Woods at Lindsey Place Subdivision Improvement Agreement (this “Agreement”) is entered into by and between the **CITY OF ANNA**, a home-rule municipality in Collin County, Texas (the “City”), and **D.R. Horton, Incorporated**, a Texas corporation (“Developer”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Section 2; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Collin County; and

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

WHEREAS, Developer owns approximately 275.00 acres of real property located in the City, described by metes and bounds in **Exhibit A** (the “Property”); and

WHEREAS, the Property is zoned as PD 881-2020 and shall be developed in accordance with said zoning; and

WHEREAS, Developer desires to proceed with development of the Property to be known as The Woods at Lindsey Place, as generally described and/or generally illustrated on the Final Plat shown in **Exhibit B** (the “Final Plat”), which Development collectively totals approximately 942 single family lots and 600 multifamily units; and

WHEREAS, the Parties intend that the Property be developed in accordance with Final Plat and the Development Standards agreed to under this Agreement; and

WHEREAS, Developer desires and intends to design, construct and install and/or make financial contributions to certain Public Improvements to serve the Development; and

WHEREAS, the Parties intend for the design, construction, and installation of the Public Improvements to be completed by the Developer and dedicated to the City for use and maintenance, subject to approval of the plans and inspection and acceptance of the Public Improvements in accordance with this Agreement and the City Regulations; and

WHEREAS, the Developer has estimated that the costs of the Public Improvements to serve the Property are as set forth as to said Public Improvements in the amounts shown in the Opinion of Probable Cost in **Exhibit C** and that said total cost is approximately \$31,445,132.00; and

WHEREAS, the Developer shall be solely responsible for the funding and construction of all of the Public Improvements required to serve the Property except as expressly set forth in this Agreement; and

WHEREAS, the Public Improvements include public water, sanitary sewer, and roadway improvements that will serve the Property and other areas not owned by the Developer; and

WHEREAS, Developer is willing to construct said improvements, including certain public water, sanitary sewer, and roadway improvements that will serve the Property and provide for additional capacity in excess of what is necessary to serve the Property (the “Oversized Capacity”); and

WHEREAS, the Developer has estimated that the costs necessary to complete the Oversized Capacity are as set forth in the amounts shown in the Infrastructure – Opinion of Probable Construction Cost in **Exhibit D** and that said total cost is approximately \$8,459,774.38; and

WHEREAS, the Developer shall be obligated to complete and construct improvements including public water, sanitary sewer, and roadway infrastructure in accordance with the plans and specifications as set forth in **Exhibit E** and in accordance with the City Development Standards, this Agreement, and other required approvals; and

WHEREAS, the City desires to share in the cost of the improvements up to a maximum not-to-exceed amount of \$8,459,774.38, representing the approximate amount of the cost of construction required to provide for the Oversized Capacity; and

WHEREAS, Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, Developer understands and acknowledges that the Public Improvements to be constructed by Developer and dedicated to the City under this Agreement will benefit the Development by positively contributing to the enhanced nature of the Development, increasing property values within the Property, and encouraging investment and ultimate development of the Property; and

WHEREAS, Developer understands and acknowledges that its acceptance of this Agreement is not an exaction or a concession demanded by the City; rather, it is an undertaking of Developer’s voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Development and the Property, including without limitation Developer’s agreement to adhere to the Development Standards; and

WHEREAS, the City and Developer understand and acknowledge that the construction of the Public Improvements and related purchasing and contracting under this Agreement are exempt from the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City recognizes the positive impact the Public Improvements will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state and that this agreement is a program under Chapter 380 of the Texas Local Government Code; and

WHEREAS, nothing contained in this Agreement, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement.

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

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement means this The Woods at Lindsey Place Subdivision Improvement Agreement.

CIP Facilities means the water, sanitary sewer, and roadway infrastructure facilities listed in Section 3.3(a).

City means the City of Anna, a home-rule municipality located in Collin County, Texas.

City Code means The Anna City Code of Ordinances.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including without limitation park dedication fees), design standards (including without limitation pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including without limitation uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction of said phase has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.

Developer means the entity(ies) responsible for developing the Property in accordance with this Agreement.

Development means The Woods at Lindsey Place subdivision on the Property that is the subject of this Agreement.

Development Standards mean the design specifications and construction standards permitted or imposed under the City Regulations and, as relates to construction of structures, those standards set forth in Residential Building Standards, **Exhibit F**.

Effective Date means the effective date of this Agreement, which shall be the date upon which all parties have fully executed and delivered this Agreement.

Final Plat means the final plat as approved by the City Council for the development of the Property as depicted on **Exhibit B**.

Impact Fees means water impact fees, sanitary sewer impact fees, and roadway impact fees as pertains to the Development that are actually collected by the City.

Mayor means the Mayor of the City of Anna.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Public Improvements mean the improvements listed in **Exhibit C** and **Exhibit D** and all other improvements that will be dedicated to and maintained by the City and all other on- and off-site public water, sewer, drainage, and roadway facilities, along with other public improvements, such as dedicated landscaping and screening, to be constructed by Developer.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the City under this Agreement. The term includes the Public Improvements.

Real Property Records of Collin County means the official land recordings of the Collin County Clerk's Office.

SECTION 3 **PUBLIC IMPROVEMENTS**

3.1 Construction, Ownership, and Transfer of Public Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with, contract specifications and necessary related documents for the Public Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Improvements shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits or reimbursements), permit fees, and inspection fees, shall be

paid by Developer, in accordance with this Agreement, the City Regulations, and the regulations of any other governing body or entity with jurisdiction over the Public Improvements.

(c) Contract Letting. The Parties understand that this Agreement and construction of the Public Improvements are legally exempt from competitive bidding requirements. Developer's engineers shall prepare, or cause the preparation of, and provide to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Public Improvements that have not been awarded.

(d) Ownership. All of the Public Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Public Improvements and Public Infrastructure to the City.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Public Improvements or any portion thereof, the City shall maintain and operate the accepted public infrastructure and provide retail water and sewer service to the Property.

(b) Upon inspection, approval, and acceptance of public roadway improvements or any portion thereof required under this Agreement, the City shall maintain and operate the public roadways and related drainage improvements.

(c) Within the Development, a homeowners association ("HOA") shall maintain and operate all open spaces, all required trails, amenity centers, common areas, landscaping, screening walls, Development signage and any other common improvements or appurtenances within the Property that are owned by the Developer, its successors or assigns, or the HOA, its successors or assigns, and not maintained or operated by the City.

3.3 CIP Facilities

(a) The CIP Facilities include:

(1) 4,670 linear feet of 16" Water Main in Rosamond Parkway

(2) 2,115 linear feet of 16" Water Main in Ferguson Parkway

(3) 4,980 linear feet of 12" Water Main in Throckmorton Boulevard

(4) 1,560 linear feet of 15" Sanitary Sewer Main from Rosamond Parkway to County Road 370

(5) 980 linear feet of 12" Sanitary Sewer Main in Rosamond Parkway

(6) 6,030 linear feet of 2-lane concrete street in Rosamond Parkway

Comment [A1]: Clark – can you massage the language in this section for me?

(b) Developer's Obligations.

(1) Developer is solely responsible for the funding, design, installation, and construction of the CIP Water Improvements identified in Section 3.3(a)(1)-(3) and as described in **Exhibit E**. Developer is solely responsible for the funding, design, installation, and construction of the CIP Sanitary Sewer Improvements identified in Section 3.3(a)(4) and (5) and as described in **Exhibit E**. Developer shall provide the City with a detailed project account of all costs associated with the projects, including receipts, invoices, change orders, and bills paid affidavits as required for determining the final cost of each CIP Facility.

(2) Developer is responsible for the installation and construction of the CIP Roadway Improvements identified in Section 3.3(a)(6), which includes the construction of 2 lanes of Rosamond Parkway from US 75 to Anna High School. Developer is further responsible for the dedication of right-of-way for the future construction of Ferguson Parkway and Throckmorton Boulevard. Developer is not responsible for the construction of Ferguson Parkway and Throckmorton Boulevard.

Comment [A2]: Is the scope of this dedication shown in an exhibit?

(c) Timing of Obligations. Developer shall commence construction of Rosamond Parkway on or before January 1, 2022. For the purposes of this document, "commence construction" shall mean for the Developer to select a contractor, hold a pre-construction meeting with the City, and engage in grading activities within the Rosamond Parkway corridor. Developer shall complete construction of Rosamond Parkway in a good and workmanlike manner on or before January 1, 2023; provided, however, Developer shall not be responsible for any delays in the City acquiring the easements and right-of-way for Rosamond Parkway as described below and Developer's deadlines for commencement and completion of construction shall be extended by the same duration of any failure of the City to timely acquire applicable easements and rights-of-way.

(d) City's Obligations.

(1) City shall provide Developer with 95% plans for Rosamond Parkway no later than February 1, 2021. City shall provide Developer with 100% plans for Rosamond Parkway no more than 60 days from receiving Developer's comments on the 95% plans. City shall acquire all off-site easements and right-of-way required to construct Rosamond Parkway. Said acquisition shall take place on or before October 1, 2021 or, if delayed, Developer's deadlines shall be extended as set forth in Section 3.3(c).

(2)

(3) If the Developer is not able to reasonably acquire all off-site easements and right-of-way required for the water and sanitary sewer CIP Facilities, City may utilize condemnation authority to acquire the necessary easements and right-of-way in accordance with applicable law.

Comment [A3]: Cannot legally contract this authority.

(4) City shall be responsible for the design and construction of Ferguson Parkway and Throckmorton Boulevard as separate CIP Roadway Projects from The Woods at Lindsey Place. Said projects shall be constructed based on availability of funding and potential future agreements for adjacent developments.

(5) City shall design and commence construction of the Throckmorton Sewer extension from north of FM 455 to County Road 370 by January 1, 2022. If City is unable to construct the Throckmorton Sewer Extension within the specified time, Developer may choose to construct the Throckmorton Sewer Extension from north of FM 455 to County Road 370 and receive Sanitary Sewer Impact Fee Reimbursement from impact fees collected from the development of the Property up to the actual cost of construction.

(6) City shall reimburse the developer for the construction of the CIP Facilities as set forth below. Reimbursement shall be made on a quarterly basis from Impact Fees collected by the City through building permits issued within the Development, once the City has accepted the public improvements. The City shall review the project accounting submitted by the developer prior to initiating reimbursements. The City shall reimburse the Developer for the lesser of:

i. \$8,459,774.38; or

ii. the total amount of impact fees collected from the development for each facility type (water, sanitary sewer, roadway); provided, however, that water impact fees may only be used to reimburse Developer for CIP Water Improvements, sanitary sewer impact fees may only be used to reimburse Developer for CIP Sanitary Sewer Improvements, and roadway impact fees may only be used to reimburse Developer for CIP Roadway Improvements.

Comment [A4]: Alternatively, change language in "not-to-exceed" language in recital on page 2.

3.4 Water Facilities.

(a) Developer's General Obligations. Developer is solely responsible for funding, design, installation, and construction of all water improvements necessary to serve the Property. The design of water improvements shall be approved by the City in advance of the construction of same. Developer shall be responsible for the acquisition/dedication of any easements and other property acquisitions necessary for water facilities (the size and extent of each such easement or other property interest to be approved by the City) to serve the Property. The locations of said easements or other property interests shall be approved by the City's Public Works Department as part of the plan review process.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve each phase of the Development prior to the recordation of the final plat covering such phase.

3.5 Wastewater/Sanitary Sewer Facilities.

3.6 Developer's General Obligations. The Developer is solely responsible for the funding, design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property. Developer shall design and construct the extension of the Throckmorton Sewer from County Road 370 to the Property. The design of all wastewater/sanitary sewer improvements shall be approved by the City in advance of the construction of same. Developer shall be responsible for the acquisition of any easements and other property

acquisition/dedication necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) to serve the Property. The locations of said easements or other property interests shall be approved by the City's Public Works Department as part of the plan review process. Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Development prior to the recordation of the final plat covering such phase. Water and Wastewater/Sanitary Sewer Retail Service.

(a) Subject to the terms of this Agreement, the City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water and wastewater/sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development and the Property as the Property is developed.

(b) Upon acceptance by the City of the water and wastewater/sanitary sewer facilities described herein, the City shall operate or cause to be operated said water and wastewater/sanitary sewer facilities serving the Development and the Property and use them to provide service to all customers within the Development and the Property and as otherwise required by State law as the holder of the certificate of convenience and necessity covering the Property. Upon acceptance by the City, the City shall at all times maintain said water and wastewater/sanitary sewer facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

3.7 Roadway Facilities and Related Improvements.

(a) Developer's General Obligations. Developer is solely responsible for the funding, design, installation, and construction of all roadway facilities required to serve the Development. The design of all roadway improvements shall be approved by the City in advance of the construction of same. Developer shall be responsible for the acquisition of any easements and other property acquisition/dedication necessary for roadway facilities (the size and extent of each such easement or other property interest to be approved by the City) to serve the Property. The locations of said easements or other property interests shall be approved by the City's Public Works Department as part of the plan review process.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any phase of the Development, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City.

(c) Drainage/Detention Infrastructure. is solely responsible for the designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Prior to the recordation of the final plat for any phase of Development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage and roadway improvements for the Property.

SECTION 4 **PAYEE INFORMATION**

With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Attn: _____

Comment [A5]: Jeff – please fill out this section with who we make reimbursements to

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee.

SECTION 5 **ADDITIONAL OBLIGATIONS AND AGREEMENTS**

5.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, the Parties agree that Developer will be solely responsible to construct all Public Infrastructure. All public on-site and off-site infrastructure and all other related improvements will be considered a public project and the City will own all such Public Infrastructure upon completion and acceptance.

5.2 Compliance with Development Standards. Developer agrees as part of the consideration for this Agreement that all residential structures, amenities, buildings, and any other vertical construction within the Development shall meet or exceed all Development Standards and City Regulation including without limitation those standards set forth in **Exhibit F**. It is expressly understood and the Parties agree that City Regulations and Development Standards applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"); provided, however, to the extent of any conflict between the requirements

of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control.

5.3 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

5.4 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Property, including 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 as approved by the City Manager. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. 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 Public Works Department prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Collin County until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved and accepted by the City.

5.5 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that 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 two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

5.6 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Development, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Development until Developer has met its obligations to provide for required Public Infrastructure

necessary to such portion according to the approved engineering plans, City Regulations and Development Standards, and until such Public Infrastructure has been dedicated to and accepted by the City.

(b) Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer or any other responsible party 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 any other responsible party, it being the intent of the parties that approval by the City signifies only the City's approval of the general design concept of the improvements to be constructed.

5.7 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 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.

5.8 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER

WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS 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; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** THE DEVELOPER 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 THE DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER, INCLUDING ITS 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 THE 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. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.9 Status of Parties. At no time shall the City have any control over or charge of Developer's (or its contractors') design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

SECTION 6

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

6.2 Remedies. Except as otherwise set forth in this Agreement, as compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

6.3 Performance Window. Developer shall take all actions required under the City Regulations and this Agreement necessary to record a final plat of the Development in the Real Property Records of Collin County not later than 24 months after the Effective Date. If Developer does not meet this obligation, the City may elect to terminate this Agreement by providing Developer with written notice of such failure(s). If the City provides such written notice, Developer shall have 120 days from the date that the City delivers said written notice in which to cure such failure(s), plus an additional time period equal to any delay caused by the failure(s), if any, of the City to timely meet its obligations under this Agreement. If Developer fails to timely cure such failure(s), then the City shall be excused from its obligations under this Agreement, including but not limited to any obligation to reimburse the Developer any amounts otherwise due under this Agreement.

SECTION 7 **ASSIGNMENT; ENCUMBRANCE**

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lien holder on the Property, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement may be assigned by Developer without the consent of, but upon written notice to the City pursuant to the terms hereof. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement.

7.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall

have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.4 Notice of Assignment. The following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under this section at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 8

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property records of Collin County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

8.2 Estoppel Certificates. From time to time, upon written request of Developer or any future owner, and upon the payment to the City of a \$500.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, including without limitation attorney's fees and related costs, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 9

GENERAL PROVISIONS

9.1 Term. Except with respect to any earlier termination effected under this Agreement, this Agreement shall terminate upon satisfaction of all obligations by all Parties or the expiration of five (5) years after the Effective Date, whichever occurs earlier.

9.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.3 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Anna, Texas
Attn: City Manager
111 N. Powell Parkway
Anna, TX 75409

With a copy to: Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

To Developer:

Comment [A6]: Jeff – can you input developer name, address, etc.?

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

9.4 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

9.5 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

9.6 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

9.7 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

9.9 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

9.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement. By entering into this Agreement, the Parties understand and agree that any previous agreements or understanding between the parties are null and void.

9.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

9.14 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Final Plat
Exhibit C	Development Overall Public Improvements – Opinion of Probable Cost
Exhibit D	Water, Sanitary Sewer, and Roadway Improvements – Opinion of Probable Construction Cost
Exhibit E	Water, Sanitary Sewer, and Roadway Improvements – Plans and Specifications
Exhibit F	Residential Building Standards

[SIGNATURES PAGES AND EXHIBITS FOLLOW, REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF ANNA

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this __ day of _____ 2021,
Nate Pike, Mayor of the City of Anna, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

DEVELOPER:

D.R. HORTON, INC.,
a Texas corporation

By: _____
a Texas limited liability company,
its General Partner

By: _____
XXXXXX, its Member

Comment [A7]: Jeff – can you provide this information?

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2021, by

_____, member of _____, a Texas limited liability company.

Comment [A8]: Jeff – please provide signing info here

Comment [A9]: Will need proof of ownership of the Property and proof of authority of signatory to sign on behalf of corporation.

Notary Public in and for the State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being all of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424600, Official Public Records, Collin County, Texas (O.P.R.C.C.T), being part of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424640, (O.P.R.C.C.T) and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 159.819 acre tract of land (20061003001424600), said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed to Kayasa Holdings, LLC, recorded in Instrument No. 201908007000946750, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,984.87 feet along the south line of said 159.819 acre tract of land (20061003001424600) and along the north line of said 226.62 acre tract of land to a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" (hereinafter called "iron rod set") at the southwest corner of said 159.819 acre tract of land (20061003001424600), said iron rod being at the northwest corner of said 226.62 acre tract of land and said iron rod being in the east line of a called 17.863 acre tract of land described in a Special Warranty Deed to Anna 18, LLC, recorded in Instrument No. 20161020001423440, (O.P.R.C.C.T);

THENCE North 01 degrees 07 minutes 28 seconds West, a distance of 272.50 feet along the west line of said 159.819 acre tract of land (20061003001424600) and along the east line of said 17.863 acre tract of land to a one-half inch iron rod found at the northeast corner of said 17.863 acre tract of land and said iron rod being at the most southerly southeast corner of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 4,656.06 feet along the most southerly east line of said 555.801 acre tract of land to a one-half inch iron rod found at the most westerly northwest corner of said 159.819 acre tract of land (20061003001424640);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 774.75 feet along the most westerly north line of said 159.819 acre tract of land (20061003001424640) and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet over and across said 159.819 acre tract of land (20061003001424640) to a one-half inch iron rod set in the east line of said 159.819 acre tract of land (20061003001424640), said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 159.819 acre tract of land (20061003001424640) and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the most easterly northeast corner of said 159.819 acre tract of land (20061003001424640), said iron rod being at the northwest corner of a called 95.468 acre tract of land described in a Warranty Deed to JY & KC, LLC, recorded in Instrument No. 20170608000746940, (O.P.R.C.C.T), from which a mag nail found at the northeast corner of said 95.468 acre tract of land bears South 89 degrees 16 minutes 24 seconds East, a distance of 1,497.23 feet and South 88 degrees 45 minutes 18 seconds East, a distance of 189.34 feet, said iron rod being in or near the centerline of County Road No. 371;

THENCE along the east line of said 159.819 acre tract of land (20061003001424640) and along the west line of said 95.468 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.468 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 966.83 feet along a north line of said 159.819 acre tract of land (20061003001424640) and along the most westerly south line of said 95.468 acre tract of land to a one-half inch iron rod with yellow cap stamped "JBI" found at the most easterly northeast corner of said 159.819 acre tract of land (20061003001424640);

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 210.76 feet along the most southerly west line of said 95.468 acre tract of land to a one-half inch iron rod found at the southeast corner of said 159.819 acre tract of land (20061003001424640), said iron rod being at the northeast corner of said 159.819 acre tract of land (20061003001424600);

THENCE along the east line of said 159.819 acre tract of land (20061003001424600) as follows:

South 00 degrees 31 minutes 53 seconds East, passing at a distance of 555.09 feet a one-half inch iron rod with cap stamped "3700" found at the most southerly

southwest corner of said 95.468 acre tract of land, continuing in all a distance of 1,241.10 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 72 degrees 46 minutes 12 seconds East, a distance of 140.70 feet to a one-half inch iron rod with yellow cap that is illegible found at the northwest corner of a called 59.534 acre tract of land described Warranty Deed to Jonic Investments, LLC, recorded in Instrument No. 20150605000666010, (O.P.R.C.C.T);

South 01 degrees 14 minutes 22 seconds West, a distance of 1,112.98 feet to the **POINT OF BEGINNING** and containing 11,978,895 square feet or 275.00 acres.

Exhibit B
FINAL PLAT

I

Comment [A10]: Need JPG of the draft plat

Exhibit B
FINAL PLAT

Exhibit C
PUBLIC IMPROVEMENTS – OPINION OF PROBABLE COST

The Woods at Lindsey Place Project Summary Prepared by Bohler with notes for assumptions	BE JN: TD202021		
	Location: Anna, Texas		
	Lot Count	Acreage	Date
	951	76.69	1/4/2021

Comment [A11]: Need an overall cost estimate for all public improvements for the development

SUMMARY			
Onsite Public Improvements		COST	
Phase 1		\$4,731,026	
Phase 2A		\$1,990,351	
Phase 2B		\$2,786,898	
Phase 3		\$3,225,579	
Phase 4		\$3,485,461	
Phase 5		\$2,168,971	
SUBTOTAL		\$18,388,286	
DESIGN AND ENGINEERING		10%	\$1,838,828.60
CONTINGENCIES		15%	\$2,758,242.90
TOTAL ONSITE COST		\$22,985,357.50	

Offsite CIP Improvements		COST	
Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer		\$4,188,079	
Phase 3 CIP - Ferguson Water		\$140,979	
Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water		\$2,438,762	
SUBTOTAL		\$6,767,820	
DESIGN AND ENGINEERING		10%	\$676,781.95
CONTINGENCIES		15%	\$1,015,172.93
TOTAL CIP COST		\$8,459,774.38	

TOTAL CONSTRUCTION COST		\$31,445,132	
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Exhibit D
WATER, SANITARY SEWER, & ROADWAY IMPROVEMENTS – OPINION OF
PROBABLE CONSTRUCTION COST

The Woods at Lindsey Place Project Summary Prepared by Bohler with notes for assumptions	BE JN: TD202021		
	Location: Anna, Texas		
	Lot Count	Acreage	Date
	951	76.69	1/4/2021

Comment [A12]: Need cost estimate for the water, sanitary sewer, and roadway projects which will be impact fee reimbursed

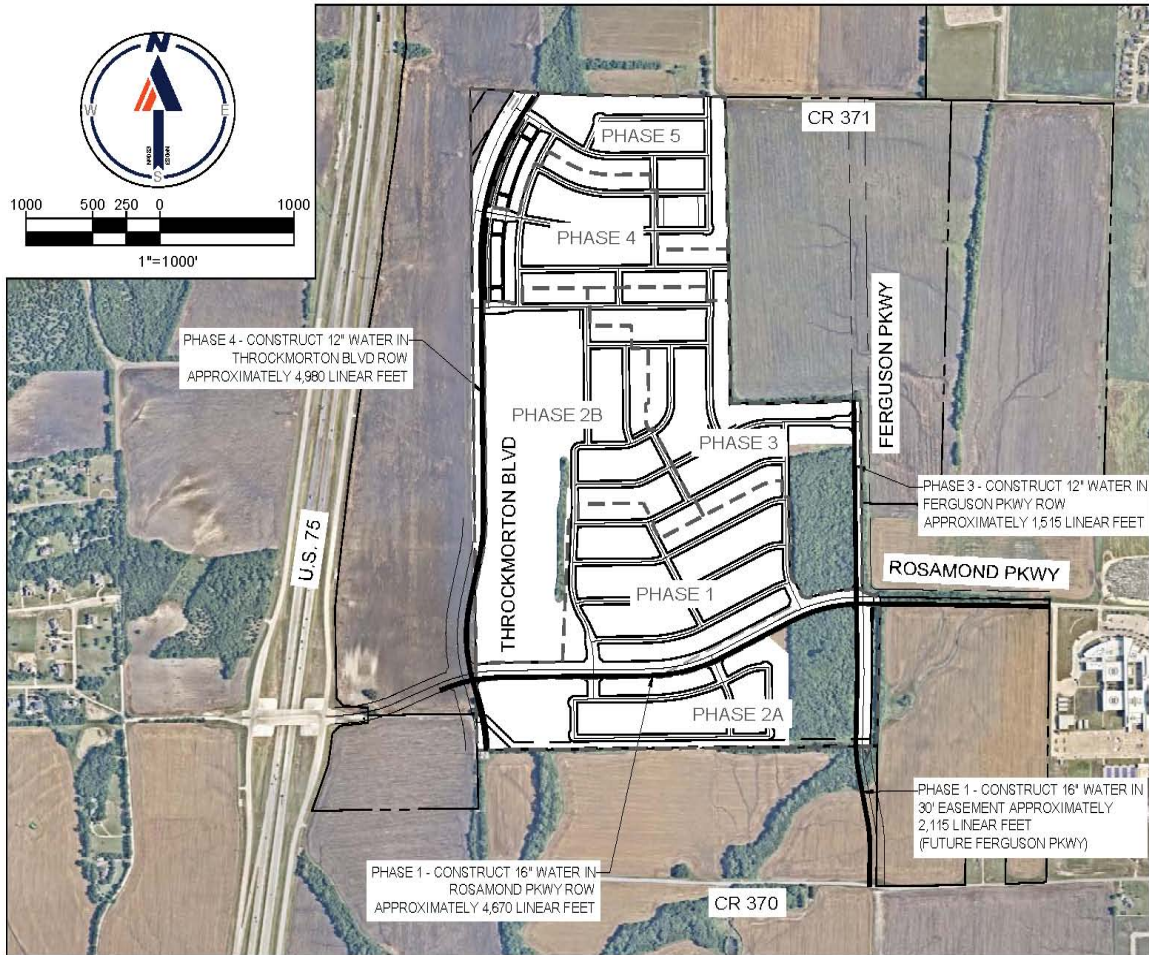
SUMMARY			
Onsite Public Improvements			COST
Phase 1			\$4,731,026
Phase 2A			\$1,990,351
Phase 2B			\$2,786,898
Phase 3			\$3,225,579
Phase 4			\$3,485,461
Phase 5			\$2,168,971
SUBTOTAL			\$18,388,286
	DESIGN AND ENGINEERING	10%	\$1,838,828.60
	CONTINGENCIES	15%	\$2,758,242.90
TOTAL ONSITE COST			\$22,985,357.50

Offsite CIP Improvements			COST
Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer			\$4,188,079
Phase 3 CIP - Ferguson Water			\$140,979
Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water			\$2,438,762
SUBTOTAL			\$6,767,820
	DESIGN AND ENGINEERING	10%	\$676,781.95
	CONTINGENCIES	15%	\$1,015,172.93
TOTAL CIP COST			\$8,459,774.38

TOTAL CONSTRUCTION COST	\$31,445,132
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Exhibit F RESIDENTIAL BUILDING STANDARDS

EXHIBIT B - WATER IMPACT FEE PLAN



LEGEND

- PROPOSED PERIMETER WATERLINE 12" OR GREATER
- PHASE LINE

BOHLER //

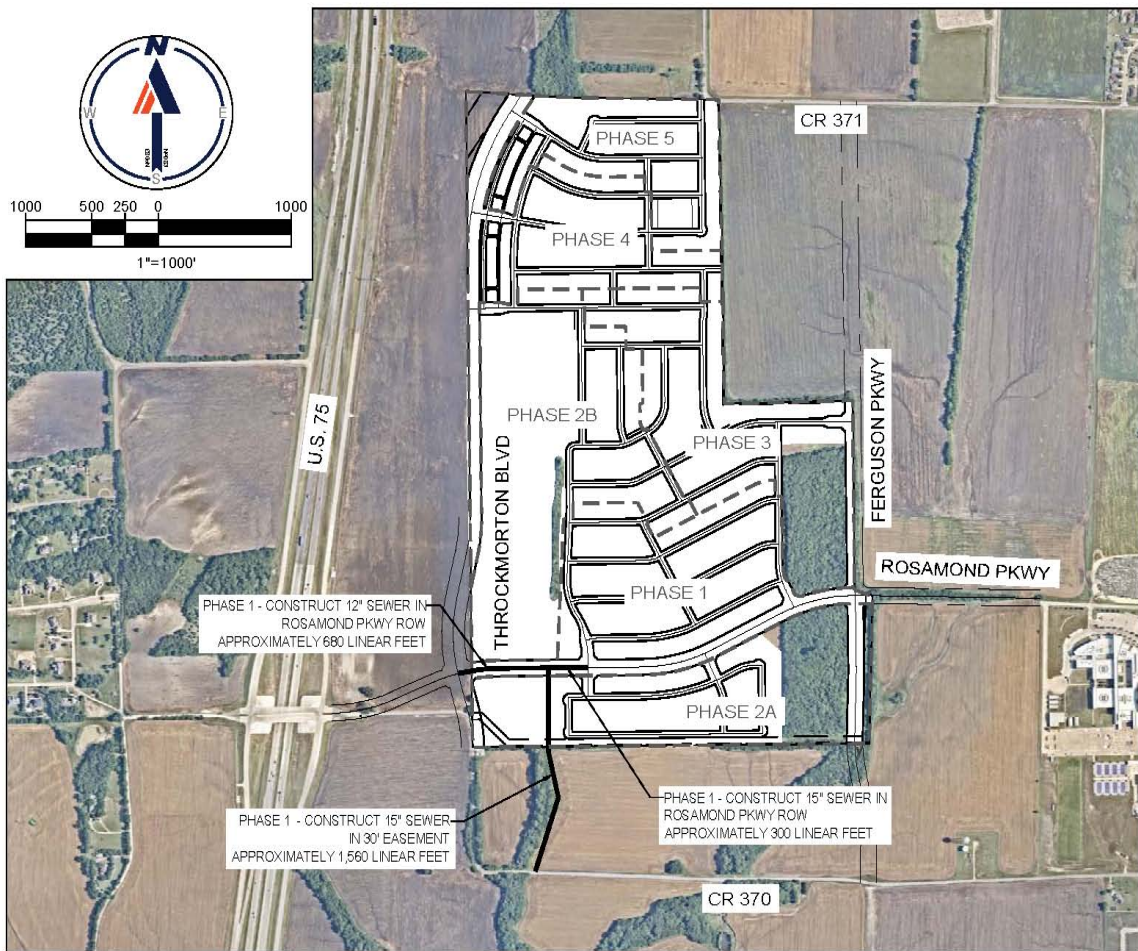
6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPPLR No. 10-065 | TBPPLR No. 10-064413

**THE WOODS AT
LINDSEY PLACE**

ANNA, TEXAS

Exhibit E
WATER, SANITARY SEWER, & ROADWAY IMPROVEMENTS – PLANS

EXHIBIT C - SEWER IMPACT FEE PLAN



LEGEND

- PROPOSED PERIMETER SEWER LINE 12" OR GREATER
- - - - - PHASE LINE

BOHLER //

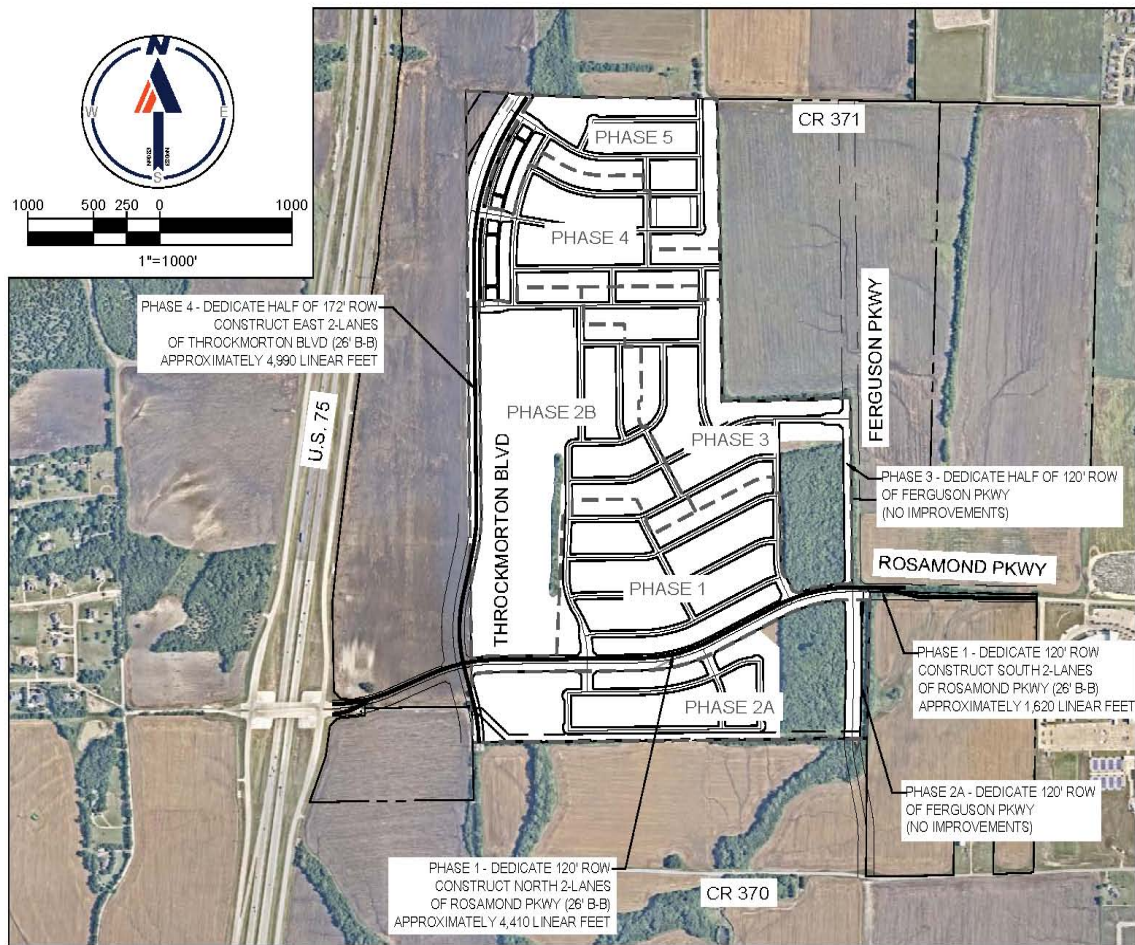
6017 MAIN STREET
FRISCO, TX 75034
PHONE - (469) 455-7000
TX@BohlerEng.com
TSP# NO. 19085 | TSP#L NO. 10194413

**THE WOODS AT
LINDSEY PLACE**

ANNA, TEXAS

Exhibit E
WATER, SANITARY SEWER, & ROADWAY IMPROVEMENTS – PLANS

EXHIBIT A - ROAD IMPACT FEE PLAN



LEGEND

-  PROPOSED PERIMETER ROADWAY
-  PHASE LINE

BOHLER //

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TSP# 11-15085 TSP/LIS No. 12154413

**THE WOODS AT
LINDSEY PLACE**

ANNA, TEXAS

Exhibit F
RESIDENTIAL BUILDING STANDARDS

Building Materials/Methods. Owner agrees to comply or to cause the builders to comply with the masonry building material requirements and all other requirements and methods set forth in the following zoning ordinances applicable to portions of the Property:

- a) Ordinance No. 781-2018, passed and approved by the City Council of the City on July 24, 2018, which said ordinance is incorporated into this Exhibit and into this Agreement as if set forth in full and is independently enforceable under this Agreement..

The Woods at Lindsey Place

Project Summary

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
951	76.69	1/4/2021

SUMMARY

Onsite Public Improvements		COST
Phase 1		\$4,731,026
Phase 2A		\$1,990,351
Phase 2B		\$2,786,898
Phase 3		\$3,225,579
Phase 4		\$3,485,461
Phase 5		\$2,168,971
SUBTOTAL		\$18,388,286
DESIGN AND ENGINEERING		10% \$1,838,828.60
CONTINGENCIES		15% \$2,758,242.90
TOTAL ONSITE COST		\$22,985,357.50

Offsite CIP Improvements		COST
Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer		\$4,188,079
Phase 3 CIP - Ferguson Water		\$140,979
Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water		\$2,438,762
SUBTOTAL		\$6,767,820
DESIGN AND ENGINEERING		10% \$676,781.95
CONTINGENCIES		15% \$1,015,172.93
TOTAL CIP COST		\$8,459,774.38

TOTAL CONSTRUCTION COST \$31,445,132

The Woods at Lindsey Place Phase 1 Prepared by Bohler with notes for assumptions		BE JN: TD202021 Location: Anna, Texas		
		Lot Count	Acreage	Date
		218	11.25	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	11.25	\$22,500
UNCLASSIFIED EXCAVATION	\$3.50	CY	32,000	\$112,000
MISC. DEMOLITION	\$10,000	LS	2	\$20,000
GEOTECH TESTING	\$0.25	CY	32,000	\$8,000
SILT FENCE	\$1.25	LF	19,600	\$24,500
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500
SITE PREP/GRADING TOTAL				\$219,500

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	1	\$1,500
8" SDR-35 (< 12' DEEP)	\$37	LF	6,750	\$249,750
12" SDR-35 (< 12' DEEP)	\$45	LF	750	\$33,750
15" SDR-35 (< 12' DEEP)	\$60	LF	500	\$30,000
4' DIA. MANHOLE	\$4,000	EA	26	\$104,000
5' DIA. MANHOLE	\$5,000	EA	7	\$35,000
4" SEWER SERVICE	\$1,200	EA	218	\$261,600
TRENCH SAFETY	\$1.50	LF	8,000	\$12,000
TESTING (INCLUDING GEOTECH)	\$5.00	LF	8,000	\$40,000
MISCELLANEOUS	\$767,600	PERCENT	10%	\$76,760
BONDS	\$767,600	PERCENT	2%	\$15,352
INSPECTION FEE	\$767,600	PERCENT	3%	\$23,028
SANITARY SEWER TOTAL				\$882,740

The Woods at Lindsey Place

Phase 1

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
218	11.25	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	440	\$10,560
8" PVC (WITH FITTINGS)	\$28	LF	9,800	\$274,400
8" GATE VALVE AND BOX	\$1,200	EA	50	\$60,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	22	\$77,000
1" WATER SERVICE (W/METER)	\$600	EA	218	\$130,800
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	2	\$1,600
TRENCH SAFETY	\$1.00	LF	10,240	\$10,240
TESTING (INCLUDING GEOTECH)	\$5.00	LF	10,240	\$51,200
MISCELLANEOUS	\$618,800	PERCENT	10%	\$61,880
BONDS	\$618,800	PERCENT	2%	\$12,376
INSPECTION FEE	\$618,800	PERCENT	3%	\$18,564

DOMESTIC WATER TOTAL \$711,620

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,963,099	PERCENT	45%	\$883,395
TESTING	\$883,395	PERCENT	3%	\$26,502
BONDS	\$883,395	PERCENT	2%	\$17,668
INSPECTION FEE	\$883,395	PERCENT	3%	\$26,502

STORM SEWER TOTAL \$954,067

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	33,756	\$1,215,200
6" SUBGRADE PREPARATION	\$4.50	SY	35,781	\$161,014
HYDRATED LIME (36#/SY)	\$180	TON	644	\$115,930
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	3,500	\$17,500
4" THICK TRAIL (8' WIDE)	\$5.00	SF	8,800	\$44,000
BARRIER FREE RAMP	\$2,500	EA	30	\$75,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	20	\$30,000
MISCELLANEOUS	\$1,663,644	PERCENT	10%	\$166,364
TESTING	\$1,663,644	PERCENT	3%	\$49,909
BONDS	\$1,663,644	PERCENT	2%	\$33,273
INSPECTION FEE	\$1,663,644	PERCENT	3%	\$49,909

PAVING TOTAL \$1,963,099

The Woods at Lindsey Place

Phase 1

Prepared by Bohler with notes for assumptions

BE JN:	TD202021	
Location:	Anna, Texas	
Lot Count	Acreage	Date
218	11.25	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$219,500
SANITARY SEWER	\$882,740
DOMESTIC WATER	\$711,620
STORM SEWER	\$954,067
PAVING	\$1,963,099
SUBTOTAL	\$4,731,026

DESIGN AND ENGINEERING	10%	\$473,102.60
CONTINGENCIES	15%	\$709,653.90

TOTAL CONSTRUCTION COST	\$5,913,783
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The Woods at Lindsey Place Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer		BE JN:	TD202021	
		Location:	Anna, Texas	
		Lot Count	Acreage	Date
		0	19.14	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	19.14	\$38,280
UNCLASSIFIED EXCAVATION	\$3.50	CY	49,143	\$172,000
MISC. DEMOLITION	\$70,000	LS	1	\$70,000
SEED AND WATER	\$0.20	SF	298,500	\$59,700
SOD AND WATER	\$0.50	SF	361,800	\$180,900
SILT FENCE	\$1.25	LF	31,960	\$39,950
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	3	\$7,500
TESTING	\$476,195	PERCENT	3%	\$14,286
SITE PREP/GRADING TOTAL				\$612,616

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	1	\$1,500
12" SDR-35 (< 12' DEEP)	\$45	LF	680	\$30,600
15" SDR-35 (< 12' DEEP)	\$60	LF	1,860	\$111,600
5' DIA. MANHOLE	\$5,000	EA	8	\$40,000
TRENCH SAFETY	\$1.50	LF	2,540	\$3,810
TESTING (INCLUDING GEOTECH)	\$5.00	LF	2,540	\$12,700
MISCELLANEOUS	\$200,210	PERCENT	10%	\$20,021
BONDS	\$200,210	PERCENT	2%	\$4,004
INSPECTION FEE	\$200,210	PERCENT	3%	\$6,006
SANITARY SEWER TOTAL				\$230,242

The Woods at Lindsey Place Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer		BE JN: TD202021		
		Location: Anna, Texas		
		Lot Count	Acreage	Date
		0	19.14	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	260	\$6,240
8" PVC (WITH FITTINGS)	\$28	LF	360	\$10,080
16" PVC (WITH FITTINGS)	\$60	LF	6,790	\$407,400
8" GATE VALVE AND BOX	\$1,200	EA	4	\$4,800
12" GATE VALVE AND BOX	\$2,000	EA	3	\$6,000
16" BUTTERFLY VALVE	\$6,000	EA	22	\$132,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	13	\$45,500
TRENCH SAFETY	\$1.00	LF	7,410	\$7,410
TESTING (INCLUDING GEOTECH)	\$5.00	LF	7,410	\$37,050
MISCELLANEOUS	\$659,480	PERCENT	10%	\$65,948
BONDS	\$659,480	PERCENT	2%	\$13,190
INSPECTION FEE	\$659,480	PERCENT	3%	\$19,784
DOMESTIC WATER TOTAL				\$758,402

The Woods at Lindsey Place Phase 1 CIP - Rosamond Paving & Drainage, Rosamond Offsite Water, Offsite Sewer	BE JN: TD202021		
	Location: Anna, Texas		
	Lot Count	Acreage	Date
	0	19.14	1/4/2021

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,450,080	PERCENT	45%	\$652,536
CULVERT CROSSING	\$200,000	EA	2	\$400,000
TESTING	\$1,052,536	PERCENT	3%	\$31,576
BONDS	\$1,052,536	PERCENT	2%	\$21,051
INSPECTION FEE	\$1,052,536	PERCENT	3%	\$31,576

STORM SEWER TOTAL	\$1,136,739			
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PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
8" REINFORCED CONC. PAVING (W/CURB)	\$50	SY	18,056	\$902,778
8" SUBGRADE PREPARATION	\$5.00	SY	19,139	\$95,694
HYDRATED LIME (36#/SY)	\$180	TON	345	\$62,010
4" THICK TRAIL (8' WIDE)	\$5.00	SF	19,080	\$95,400
BARRIER FREE RAMP	\$2,500	EA	8	\$20,000
TRAFFIC CONTROL	\$20,000	LS	1	\$20,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	2	\$3,000
PAVEMENT MARKINGS	\$30,000	LS	1	\$30,000
MISCELLANEOUS	\$1,228,882	PERCENT	10%	\$122,888
TESTING	\$1,228,882	PERCENT	3%	\$36,866
BONDS	\$1,228,882	PERCENT	2%	\$24,578
INSPECTION FEE	\$1,228,882	PERCENT	3%	\$36,866

PAVING TOTAL	\$1,450,080			
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SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$612,616
SANITARY SEWER	\$230,242
DOMESTIC WATER	\$758,402
STORM SEWER	\$1,136,739
PAVING	\$1,450,080
SUBTOTAL	\$4,188,079

DESIGN AND ENGINEERING	10%	\$418,807.85
CONTINGENCIES	15%	\$628,211.78

TOTAL CONSTRUCTION COST	\$5,235,098
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The Woods at Lindsey Place

Phase 2A

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
75	4.82	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	4.82	\$9,640
UNCLASSIFIED EXCAVATION	\$3.50	CY	14,000	\$49,000
MISC. DEMOLITION	\$10,000	LS	2	\$20,000
GEOTECH TESTING	\$0.25	CY	14,000	\$3,500
SILT FENCE	\$1.25	LF	8,400	\$10,500
INLET PROTECTION	\$15,000	LS	1	\$15,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$110,140

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	2	\$3,000
8" SDR-35 (< 12' DEEP)	\$37	LF	3,400	\$125,800
4' DIA. MANHOLE	\$4,000	EA	13	\$52,000
4" SEWER SERVICE	\$1,200	EA	75	\$90,000
TRENCH SAFETY	\$1.50	LF	3,400	\$5,100
TESTING (INCLUDING GEOTECH)	\$5.00	LF	3,400	\$17,000
MISCELLANEOUS	\$292,900	PERCENT	10%	\$29,290
BONDS	\$292,900	PERCENT	2%	\$5,858
INSPECTION FEE	\$292,900	PERCENT	3%	\$8,787

SANITARY SEWER TOTAL \$336,835

The Woods at Lindsey Place

Phase 2A

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
75	4.82	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	160	\$3,840
8" PVC (WITH FITTINGS)	\$28	LF	4,200	\$117,600
8" GATE VALVE AND BOX	\$1,200	EA	14	\$16,800
FIRE HYDRANT ASSEMBLY	\$3,500	EA	8	\$28,000
1" WATER SERVICE (W/METER)	\$600	EA	75	\$45,000
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	1	\$800
TRENCH SAFETY	\$1.00	LF	4,360	\$4,360
TESTING (INCLUDING GEOTECH)	\$5.00	LF	4,360	\$21,800
MISCELLANEOUS	\$241,200	PERCENT	10%	\$24,120
BONDS	\$241,200	PERCENT	2%	\$4,824
INSPECTION FEE	\$241,200	PERCENT	3%	\$7,236

DOMESTIC WATER TOTAL \$277,380

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$851,949	PERCENT	45%	\$383,377
TESTING	\$383,377	PERCENT	3%	\$11,501
BONDS	\$383,377	PERCENT	2%	\$7,668
INSPECTION FEE	\$383,377	PERCENT	3%	\$11,501

STORM SEWER TOTAL \$414,047

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	14,467	\$520,800
6" SUBGRADE PREPARATION	\$4.50	SY	15,335	\$69,006
HYDRATED LIME (36#/SY)	\$180	TON	276	\$49,684
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	9,100	\$45,500
BARRIER FREE RAMP	\$2,500	EA	8	\$20,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	8	\$12,000
MISCELLANEOUS	\$721,990	PERCENT	10%	\$72,199
TESTING	\$721,990	PERCENT	3%	\$21,660
BONDS	\$721,990	PERCENT	2%	\$14,440
INSPECTION FEE	\$721,990	PERCENT	3%	\$21,660

PAVING TOTAL \$851,949

The Woods at Lindsey Place

Phase 2A

Prepared by Bohler with notes for assumptions

BE JN: TD202021

Location: Anna, Texas

Lot Count	Acreage	Date
75	4.82	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$110,140
SANITARY SEWER	\$336,835
DOMESTIC WATER	\$277,380
STORM SEWER	\$414,047
PAVING	\$851,949
SUBTOTAL	\$1,990,351

DESIGN AND ENGINEERING 10% \$199,035.10

CONTINGENCIES 15% \$298,552.65

TOTAL CONSTRUCTION COST \$2,487,939

The Woods at Lindsey Place

Phase 2B

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
123	6.43	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	6.43	\$12,860
UNCLASSIFIED EXCAVATION	\$3.50	CY	18,000	\$63,000
MISC. DEMOLITION	\$10,000	LS	2	\$20,000
GEOTECH TESTING	\$0.25	CY	18,000	\$4,500
SILT FENCE	\$1.25	LF	11,200	\$14,000
INLET PROTECTION	\$20,000	LS	1	\$20,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$136,860

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	1	\$1,500
8" SDR-35 (< 12' DEEP)	\$37	LF	2,700	\$99,900
10" SDR-35 (< 12' DEEP)	\$42	LF	1,600	\$67,200
12" SDR-35 (< 12' DEEP)	\$45	LF	600	\$27,000
4' DIA. MANHOLE	\$4,000	EA	13	\$52,000
5' DIA. MANHOLE	\$5,000	EA	4	\$20,000
4" SEWER SERVICE	\$1,200	EA	123	\$147,600
TRENCH SAFETY	\$1.50	LF	4,900	\$7,350
TESTING (INCLUDING GEOTECH)	\$5.00	LF	4,900	\$24,500
MISCELLANEOUS	\$447,050	PERCENT	10%	\$44,705
BONDS	\$447,050	PERCENT	2%	\$8,941
INSPECTION FEE	\$447,050	PERCENT	3%	\$13,412

SANITARY SEWER TOTAL \$514,108

The Woods at Lindsey Place

Phase 2B

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
123	6.43	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	2	\$3,000
6" PVC (WITH FITTINGS)	\$24	LF	280	\$6,720
8" PVC (WITH FITTINGS)	\$28	LF	5,600	\$156,800
8" GATE VALVE AND BOX	\$1,200	EA	35	\$42,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	14	\$49,000
1" WATER SERVICE (W/METER)	\$600	EA	123	\$73,800
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	1	\$800
TRENCH SAFETY	\$1.00	LF	5,880	\$5,880
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,880	\$29,400
MISCELLANEOUS	\$367,400	PERCENT	10%	\$36,740
BONDS	\$367,400	PERCENT	2%	\$7,348
INSPECTION FEE	\$367,400	PERCENT	3%	\$11,022

DOMESTIC WATER TOTAL \$422,510

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,153,042	PERCENT	45%	\$518,869
TESTING	\$518,869	PERCENT	3%	\$15,566
BONDS	\$518,869	PERCENT	2%	\$10,377
INSPECTION FEE	\$518,869	PERCENT	3%	\$15,566

STORM SEWER TOTAL \$560,378

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	19,289	\$694,400
6" SUBGRADE PREPARATION	\$4.50	SY	20,446	\$92,008
HYDRATED LIME (36#/SY)	\$180	TON	368	\$66,246
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	800	\$4,000
4" THICK TRAIL (8' WIDE)	\$5.00	SF	5,300	\$26,500
BARRIER FREE RAMP	\$2,500	EA	26	\$65,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	16	\$24,000
MISCELLANEOUS	\$977,154	PERCENT	10%	\$97,715
TESTING	\$977,154	PERCENT	3%	\$29,315
BONDS	\$977,154	PERCENT	2%	\$19,543
INSPECTION FEE	\$977,154	PERCENT	3%	\$29,315

PAVING TOTAL \$1,153,042

The Woods at Lindsey Place

Phase 2B

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
123	6.43	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$136,860
SANITARY SEWER	\$514,108
DOMESTIC WATER	\$422,510
STORM SEWER	\$560,378
PAVING	\$1,153,042
SUBTOTAL	\$2,786,898

DESIGN AND ENGINEERING	10%	\$278,689.80
CONTINGENCIES	15%	\$418,034.70

TOTAL CONSTRUCTION COST	\$3,483,623
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The Woods at Lindsey Place

Phase 3

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
187	7.35	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	7.35	\$14,700
UNCLASSIFIED EXCAVATION	\$3.50	CY	21,000	\$73,500
MISC. DEMOLITION	\$10,000	LS	5	\$50,000
GEOTECH TESTING	\$0.25	CY	21,000	\$5,250
SILT FENCE	\$1.25	LF	12,800	\$16,000
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$191,950

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	4	\$6,000
8" SDR-35 (< 12' DEEP)	\$37	LF	5,700	\$210,900
4' DIA. MANHOLE	\$4,000	EA	23	\$92,000
4" SEWER SERVICE	\$1,200	EA	187	\$224,400
TRENCH SAFETY	\$1.50	LF	5,700	\$8,550
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,700	\$28,500
MISCELLANEOUS	\$570,350	PERCENT	10%	\$57,035
BONDS	\$570,350	PERCENT	2%	\$11,407
INSPECTION FEE	\$570,350	PERCENT	3%	\$17,111

SANITARY SEWER TOTAL \$655,903

The Woods at Lindsey Place

Phase 3

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
187	7.35	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	5	\$7,500
6" PVC (WITH FITTINGS)	\$24	LF	280	\$6,720
8" PVC (WITH FITTINGS)	\$28	LF	6,400	\$179,200
8" GATE VALVE AND BOX	\$1,200	EA	32	\$38,400
FIRE HYDRANT ASSEMBLY	\$3,500	EA	14	\$49,000
1" WATER SERVICE (W/METER)	\$600	EA	187	\$112,200
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	0	\$0
TRENCH SAFETY	\$1.00	LF	6,680	\$6,680
TESTING (INCLUDING GEOTECH)	\$5.00	LF	6,680	\$33,400
MISCELLANEOUS	\$433,100	PERCENT	10%	\$43,310
BONDS	\$433,100	PERCENT	2%	\$8,662
INSPECTION FEE	\$433,100	PERCENT	3%	\$12,993

DOMESTIC WATER TOTAL \$498,065

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,264,914	PERCENT	45%	\$569,211
TESTING	\$569,211	PERCENT	3%	\$17,076
BONDS	\$569,211	PERCENT	2%	\$11,384
INSPECTION FEE	\$569,211	PERCENT	3%	\$17,076

STORM SEWER TOTAL \$614,747

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	22,044	\$793,600
6" SUBGRADE PREPARATION	\$4.50	SY	23,367	\$105,152
HYDRATED LIME (36#/SY)	\$180	TON	421	\$75,709
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	1,900	\$9,500
4" THICK SIDEWALK (EXTRA 12" FOR 6' WALK)	\$5.00	SF	2,300	\$11,500
4" THICK TRAIL (8' WIDE)	\$5.00	SF	1,600	\$8,000
BARRIER FREE RAMP	\$2,500	EA	20	\$50,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	9	\$13,500
MISCELLANEOUS	\$1,071,961	PERCENT	10%	\$107,196
TESTING	\$1,071,961	PERCENT	3%	\$32,159
BONDS	\$1,071,961	PERCENT	2%	\$21,439
INSPECTION FEE	\$1,071,961	PERCENT	3%	\$32,159

PAVING TOTAL \$1,264,914

The Woods at Lindsey Place

Phase 3

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
187	7.35	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$191,950
SANITARY SEWER	\$655,903
DOMESTIC WATER	\$498,065
STORM SEWER	\$614,747
PAVING	\$1,264,914
SUBTOTAL	\$3,225,579

DESIGN AND ENGINEERING	10%	\$322,557.90
CONTINGENCIES	15%	\$483,836.85

TOTAL CONSTRUCTION COST	\$4,031,974
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The Woods at Lindsey Place

Phase 3 CIP - Ferguson Water

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
0	1.04	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$4,000	ACRE	1.04	\$4,160
MISC. DEMOLITION	\$10,000	LS	1	\$10,000
SEED AND WATER	\$0.20	SF	48,150	\$9,630
SILT FENCE	\$1.25	LF	3,210	\$4,013
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$30,303

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,000	EA	1	\$1,000
6" PVC (WITH FITTINGS)	\$24	LF	60	\$1,440
8" PVC (WITH FITTINGS)	\$28	LF	30	\$840
12" PVC (WITH FITTINGS)	\$42	LF	1,515	\$63,630
8" GATE VALVE AND BOX	\$1,200	EA	1	\$1,200
12" GATE VALVE AND BOX	\$2,000	EA	4	\$8,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	3	\$10,500
TRENCH SAFETY	\$1.00	LF	1,605	\$1,605
TESTING (INCLUDING GEOTECH)	\$5.00	LF	1,605	\$8,025
MISCELLANEOUS	\$96,240	PERCENT	10%	\$9,624
BONDS	\$96,240	PERCENT	2%	\$1,925
INSPECTION FEE	\$96,240	PERCENT	3%	\$2,887

DOMESTIC WATER TOTAL \$110,676

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$30,303
DOMESTIC WATER	\$110,676
SUBTOTAL	\$140,979

DESIGN AND ENGINEERING	10%	\$14,097.90
CONTINGENCIES	15%	\$21,146.85

TOTAL CONSTRUCTION COST \$176,224

The Woods at Lindsey Place

Phase 4

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
205	8.09	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	8.09	\$16,180
UNCLASSIFIED EXCAVATION	\$3.50	CY	23,000	\$80,500
MISC. DEMOLITION	\$10,000	LS	5	\$50,000
GEOTECH TESTING	\$0.25	CY	23,000	\$5,750
SILT FENCE	\$1.25	LF	17,600	\$22,000
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$206,930

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	2	\$3,000
8" SDR-35 (< 12' DEEP)	\$37	LF	5,650	\$209,050
4' DIA. MANHOLE	\$4,000	EA	27	\$108,000
4" SEWER SERVICE	\$1,200	EA	205	\$246,000
TRENCH SAFETY	\$1.50	LF	5,650	\$8,475
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,650	\$28,250
MISCELLANEOUS	\$602,775	PERCENT	10%	\$60,278
BONDS	\$602,775	PERCENT	2%	\$12,056
INSPECTION FEE	\$602,775	PERCENT	3%	\$18,083

SANITARY SEWER TOTAL \$693,191

The Woods at Lindsey Place

Phase 4

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
205	8.09	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	4	\$6,000
6" PVC (WITH FITTINGS)	\$24	LF	280	\$6,720
8" PVC (WITH FITTINGS)	\$28	LF	6,900	\$193,200
8" GATE VALVE AND BOX	\$1,200	EA	34	\$40,800
FIRE HYDRANT ASSEMBLY	\$3,500	EA	14	\$49,000
1" WATER SERVICE (W/METER)	\$600	EA	205	\$123,000
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	2	\$1,600
TRENCH SAFETY	\$1.00	LF	7,180	\$7,180
TESTING (INCLUDING GEOTECH)	\$5.00	LF	7,180	\$35,900
MISCELLANEOUS	\$463,400	PERCENT	10%	\$46,340
BONDS	\$463,400	PERCENT	2%	\$9,268
INSPECTION FEE	\$463,400	PERCENT	3%	\$13,902

DOMESTIC WATER TOTAL \$532,910

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,381,177	PERCENT	45%	\$621,530
TESTING	\$621,530	PERCENT	3%	\$18,646
BONDS	\$621,530	PERCENT	2%	\$12,431
INSPECTION FEE	\$621,530	PERCENT	3%	\$18,646

STORM SEWER TOTAL \$671,253

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	24,211	\$871,600
6" SUBGRADE PREPARATION	\$4.50	SY	25,664	\$115,487
HYDRATED LIME (36#/SY)	\$180	TON	462	\$83,151
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	3,000	\$15,000
4" THICK SIDEWALK (EXTRA 12" FOR 6' WALK)	\$5.00	SF	250	\$1,250
BARRIER FREE RAMP	\$2,500	EA	16	\$40,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	26	\$39,000
MISCELLANEOUS	\$1,170,488	PERCENT	10%	\$117,049
TESTING	\$1,170,488	PERCENT	3%	\$35,115
BONDS	\$1,170,488	PERCENT	2%	\$23,410
INSPECTION FEE	\$1,170,488	PERCENT	3%	\$35,115

PAVING TOTAL \$1,381,177

The Woods at Lindsey Place

Phase 4

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
205	8.09	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$206,930
SANITARY SEWER	\$693,191
DOMESTIC WATER	\$532,910
STORM SEWER	\$671,253
PAVING	\$1,381,177
SUBTOTAL	\$3,485,461

DESIGN AND ENGINEERING	10%	\$348,546.10
CONTINGENCIES	15%	\$522,819.15

TOTAL CONSTRUCTION COST	\$4,356,826
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The Woods at Lindsey Place Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water		BE JN: TD202021		
		Location: Anna, Texas		
		Lot Count	Acreage	Date
		0	13.75	1/4/2021
SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	13.75	\$27,500
UNCLASSIFIED EXCAVATION	\$3.50	CY	39,000	\$136,500
MISC. DEMOLITION	\$20,000	LS	1	\$20,000
SOD AND WATER	\$0.50	SF	299,400	\$149,700
SILT FENCE	\$1.25	LF	1,597	\$1,996
INLET PROTECTION	\$30,000	LS	1	\$30,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500
TESTING	\$368,196	PERCENT	3%	\$11,046
SITE PREP/GRADING TOTAL				\$379,242
DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,000	EA	1	\$1,000
6" PVC (WITH FITTINGS)	\$24	LF	240	\$5,760
8" PVC (WITH FITTINGS)	\$28	LF	90	\$2,520
12" PVC (WITH FITTINGS)	\$42	LF	4,990	\$209,580
8" GATE VALVE AND BOX	\$1,200	EA	3	\$3,600
12" GATE VALVE AND BOX	\$2,000	EA	13	\$26,000
FIRE HYDRANT ASSEMBLY	\$3,500	EA	12	\$42,000
TRENCH SAFETY	\$1.00	LF	5,320	\$5,320
TESTING (INCLUDING GEOTECH)	\$5.00	LF	5,320	\$26,600
MISCELLANEOUS	\$322,380	PERCENT	10%	\$32,238
BONDS	\$322,380	PERCENT	2%	\$6,448
INSPECTION FEE	\$322,380	PERCENT	3%	\$9,671
DOMESTIC WATER TOTAL				\$370,737

The Woods at Lindsey Place Phase 4 CIP - Throckmorton Paving & Drainage, Throckmorton Water	BE JN: TD202021		
	Location: Anna, Texas		
	Lot Count	Acreage	Date
	0	13.75	1/4/2021

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$1,136,463	PERCENT	45%	\$511,408
TESTING	\$511,408	PERCENT	3%	\$15,342
BONDS	\$511,408	PERCENT	2%	\$10,228
INSPECTION FEE	\$511,408	PERCENT	3%	\$15,342
STORM SEWER TOTAL				\$552,320

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
8" REINFORCED CONC. PAVING (W/CURB)	\$50	SY	13,861	\$693,056
8" SUBGRADE PREPARATION	\$5.00	SY	14,693	\$73,464
HYDRATED LIME (36#/SY)	\$180	TON	264	\$47,605
4" THICK TRAIL (5' WIDE)	\$5.00	SF	14,850	\$74,250
BARRIER FREE RAMP	\$2,500	EA	8	\$20,000
TRAFFIC CONTROL	\$20,000	LS	1	\$20,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	4	\$6,000
PAVEMENT MARKINGS	\$30,000	LS	1	\$30,000
MISCELLANEOUS	\$964,375	PERCENT	10%	\$96,438
TESTING	\$964,375	PERCENT	3%	\$28,931
BONDS	\$934,375	PERCENT	2%	\$18,688
INSPECTION FEE	\$934,375	PERCENT	3%	\$28,031
PAVING TOTAL				\$1,136,463

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$379,242
DOMESTIC WATER	\$370,737
STORM SEWER	\$552,320
PAVING	\$1,136,463
SUBTOTAL	\$2,438,762

DESIGN AND ENGINEERING	10%	\$243,876.20
CONTINGENCIES	15%	\$365,814.30

TOTAL CONSTRUCTION COST	\$3,048,453
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The Woods at Lindsey Place

Phase 5

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
143	4.82	1/4/2021

SITE PREP/GRADING	UNIT \$	UNIT	QUANTITY	TOTAL
CLEAR AND GRUB	\$2,000	ACRE	4.82	\$9,640
UNCLASSIFIED EXCAVATION	\$3.50	CY	14,000	\$49,000
MISC. DEMOLITION	\$10,000	LS	4	\$40,000
GEOTECH TESTING	\$0.25	CY	14,000	\$3,500
SILT FENCE	\$1.25	LF	8,400	\$10,500
INLET PROTECTION	\$20,000	LS	1	\$20,000
CONSTRUCTION ENTRANCE	\$2,500	EA	1	\$2,500

SITE PREP/GRADING TOTAL \$135,140

SANITARY SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECTION TO EXISTING	\$1,500	EA	3	\$4,500
8" SDR-35 (< 12' DEEP)	\$37	LF	3,800	\$140,600
4' DIA. MANHOLE	\$4,000	EA	14	\$56,000
4" SEWER SERVICE	\$1,200	EA	143	\$171,600
TRENCH SAFETY	\$1.50	LF	3,800	\$5,700
TESTING (INCLUDING GEOTECH)	\$5.00	LF	3,800	\$19,000
MISCELLANEOUS	\$397,400	PERCENT	10%	\$39,740
BONDS	\$397,400	PERCENT	2%	\$7,948
INSPECTION FEE	\$397,400	PERCENT	3%	\$11,922

SANITARY SEWER TOTAL \$457,010

The Woods at Lindsey Place

Phase 5

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
143	4.82	1/4/2021

DOMESTIC WATER	UNIT \$	UNIT	QUANTITY	TOTAL
CONNECT TO EXISTING	\$1,500	EA	4	\$6,000
6" PVC (WITH FITTINGS)	\$24	LF	180	\$4,320
8" PVC (WITH FITTINGS)	\$28	LF	4,200	\$117,600
8" GATE VALVE AND BOX	\$1,200	EA	19	\$22,800
FIRE HYDRANT ASSEMBLY	\$3,500	EA	9	\$31,500
1" WATER SERVICE (W/METER)	\$600	EA	143	\$85,800
1.5" IRRIGATION SERVICE (W/METER)	\$800	EA	0	\$0
TRENCH SAFETY	\$1.00	LF	4,380	\$4,380
TESTING (INCLUDING GEOTECH)	\$5.00	LF	4,380	\$21,900
MISCELLANEOUS	\$294,300	PERCENT	10%	\$29,430
BONDS	\$294,300	PERCENT	2%	\$5,886
INSPECTION FEE	\$294,300	PERCENT	3%	\$8,829

DOMESTIC WATER TOTAL \$338,445

STORM SEWER	UNIT \$	UNIT	QUANTITY	TOTAL
DRAINAGE AS A PERCENT OF PAVING	\$833,363	PERCENT	45%	\$375,013
TESTING	\$375,013	PERCENT	3%	\$11,250
BONDS	\$375,013	PERCENT	2%	\$7,500
INSPECTION FEE	\$375,013	PERCENT	3%	\$11,250

STORM SEWER TOTAL \$405,013

PAVING	UNIT \$	UNIT	QUANTITY	TOTAL
6" REINFORCED CONC. PAVING (W/CURB)	\$36	SY	14,467	\$520,800
6" SUBGRADE PREPARATION	\$4.50	SY	15,335	\$69,006
HYDRATED LIME (36#/SY)	\$180	TON	276	\$49,684
4" THICK SIDEWALK (5' WIDE)	\$5.00	SF	3,800	\$19,000
4" THICK SIDEWALK (EXTRA 12" FOR 6' WALK)	\$5.00	SF	1,450	\$7,250
BARRIER FREE RAMP	\$2,500	EA	10	\$25,000
TRAFFIC CONTROL	\$5,000	LS	1	\$5,000
SIGNS (STREET BLADES / STOP)	\$1,500	EA	7	\$10,500
MISCELLANEOUS	\$706,240	PERCENT	10%	\$70,624
TESTING	\$706,240	PERCENT	3%	\$21,187
BONDS	\$706,240	PERCENT	2%	\$14,125
INSPECTION FEE	\$706,240	PERCENT	3%	\$21,187

PAVING TOTAL \$833,363

The Woods at Lindsey Place

Phase 5

Prepared by Bohler with notes for assumptions

BE JN: TD202021
Location: Anna, Texas

Lot Count	Acreage	Date
143	4.82	1/4/2021

SUMMARY	
SECTION	COST
SITE PREP/GRADING	\$135,140
SANITARY SEWER	\$457,010
DOMESTIC WATER	\$338,445
STORM SEWER	\$405,013
PAVING	\$833,363
SUBTOTAL	\$2,168,971

DESIGN AND ENGINEERING	10%	\$216,897.10
CONTINGENCIES	15%	\$325,345.65

TOTAL CONSTRUCTION COST	\$2,711,214
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Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact: Jim Proce

AGENDA ITEM:

Consider/Discuss/Action on appointment of the Mayor Pro Tem and Deputy Mayor Pro Tem. (City Manager Jim Proce)

SUMMARY:

Pursuant to the conditions provided for in the City Charter, SECTION 3.04 (b) and (c), it is required that the City Council appoint the positions of Mayor Pro Tem and Deputy Mayor Pro Tem, respectively, at the first regular meeting after an election of a new council member.

SECTION 3.04 Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem

(b) The Mayor Pro-Tem is a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Mayor Pro-Tem must act as Mayor during the disability or absence of the Mayor, and in this capacity has the rights conferred upon the Mayor.

(c) The Deputy Mayor Pro-Tem is a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Deputy Mayor Pro-Tem must act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity has the rights conferred upon the Mayor.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends a motion be made to appoint the selected Council members to the positions of Mayor Pro Tem and Deputy Mayor Pro Tem, respectively.

Additionally, it is suggested that the Council will assign the seating arrangements for the dais once Council resumes meeting on the dais. No formal action is required to effectuate the seating plan, but a general consensus would be suggested.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 1/8/2021



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 1/12/2021

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on appointment of Council Liaisons for Boards and Commissions. (City Manager Jim Proce)

SUMMARY:

With the election of new Council Members and the selection of Mayor Pro-Tem and Deputy Mayor Pro-Tem, it is recommended that the assignments of liaison (and alternates where needed,) be chosen for each of the Board and Commission that meet regularly to include:

ANNA COMMUNITY DEVELOPMENT CORPORATION/ANNA ECONOMIC DEVELOPMENT CORPORATION

The Anna Community Development Corporation (CDC) and the the Economic Development Corporation work in cooperation to coordinate efforts that expand the city's business tax base. The Anna Community Development Corporation (CDC) also works with the City to identify and fund community facilities and related projects that maintain and enhance the quality of life in Anna. The membership consists of seven volunteers who serve for two-year staggered terms. Meetings normally occur on the first Thursday of each month at 6:30 p.m.

DIVERSITY AND INCLUSION ADVISORY COMMISSION

The Anna Diversity and Inclusion Advisory Commission advises the City Council of community dialog, representation of diverse neighbor voices, review of policies and services as they pertain to supporting all members of the community, and creation of events and programming within the City that purposefully engages with all neighbors. Meetings normally occur on the first Tuesday of each month at 6:30 p.m.

PARKS ADVISORY BOARD

The Parks Advisory Board advises the City Council on park-related matters. The Board assists in the development of the parks master plan and reviews and recommends approval of the concept plan for new parks. Members assist with the financing and construction recommendations of new park facilities and recreations programs including the development of grant applications. Membership consists of seven volunteers who serve for two-year staggered terms. Meetings normally occur on the

third Monday of each month at 7 p.m.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission is responsible for reviewing all new commercial and residential developments that locate within the City. They review and make recommendations to the City Council on subdivision plats, site plans, Zoning Ordinance amendments, Comprehensive Plan amendments, specific use permits and rezoning requests. Membership consists of seven volunteers who serve for two-year staggered terms. Meetings normally occur on the first Monday of each month at 7 p.m.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 1/8/2021