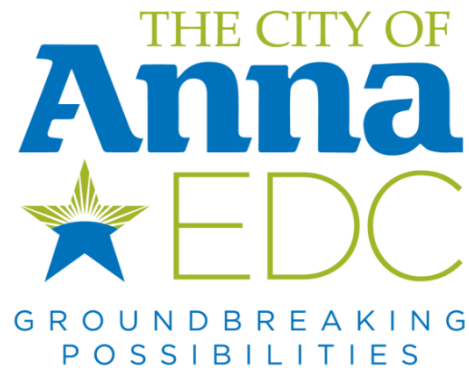




**SPECIAL CALLED MEETING AGENDA  
ANNA COMMUNITY DEVELOPMENT CORPORATION  
AND  
ANNA ECONOMIC DEVELOPMENT CORPORATION**

**Wednesday, November 9, 2022 @ 6:00 PM**

**The EDC/CDC of the City of Anna will meet at 6:00 PM, on November 9, 2022, at the Anna Municipal Complex, located at 120 W. 7th Street, to consider the following items below.**

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**  
*Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.*
4. **Consent Agenda.**
  - a. Approve minutes from the October 5, 2022, Special-Called Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
  - b. Approve minutes from the October 5, 2022, Special-Called Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
  - a. Conduct a public hearing and consider/discuss/action on a resolution of the Anna Community Development Corporation approving and authorizing the expenditure of funds for Phase I of the City of Anna Wayfinding Program and approving a professional services agreement with Lee Engineering, L.L.C. (CDC).
6. **Director's Report.**

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IMPORTANT LEGAL NOTICE: The Corporation may vote and/or act upon each of the items listed in this agenda. The Corporation 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 Meetings Act. Disabled persons who want to attend this meeting and 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.

- a. Strategic Plan Update
  - b. NTCAR Recap
  - c. Brewery Update
  - d. Resignation of Vice President Shane Williams.
7. **Closed Session.**
- a. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
  - b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.
  - c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.
8. **Reconvene into open session and take any action on closed session items.**
9. **Receive reports from staff or Board Members about items of community interest.**
10. **Adjourn.**

This is to certify that I, Joey Grisham, Director of Economic Development, 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 p.m. on Friday, November 4, 2022.

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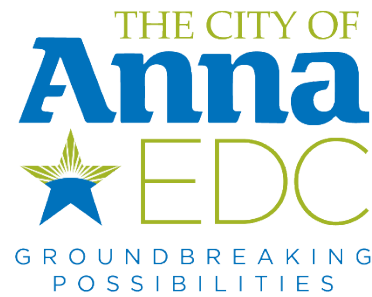
Joey Grisham, Director of Economic  
Development

**Officers:**

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

**Staff:**

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



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

**Wednesday, October 5, 2022, at 6:00 pm**  
**Anna Municipal Complex, Skyview Conference Room**  
**120 W. 7<sup>th</sup> Street, Anna, Texas 75409**

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called meeting at 6:00 p.m. on Wednesday, October 5, 2022, at the Anna Municipal Complex Skyview Conference Room, located at 120 W. 7<sup>th</sup> Street Anna, Texas 75409.

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

**CDC and EDC Board Members Present:** Rocio Gonzalez, Kylee Kelley, Ronnie Kerr, Gina Maria Ottavio, Michelle Hawkins and Shane Williams. **CDC and EDC Board Members Absent:** Bruce Norwood. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), and Clark McCoy (Attorney).

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

The meeting was called to order by Board Vice-President Shane Williams at 6:00 p.m.

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

Invocation was led by Shane Williams and Pledge of Allegiance was led by Kylee Kelley.

**3. Neighbor Comments.**

None.

**4. Consent Agenda.**

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

*Gina Maria made a motion on behalf of the CDC to approve the minutes from the September 7, 2022 Joint Community Development Corporation and Economic*

Officers:

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

Staff:

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

*Development Corporation Special-Called Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

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

*Gina Maria made a motion on behalf of the EDC to approve the minutes from the September 7, 2022 Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

5. Individual Consideration

- a. **Receive a presentation regarding the Anna ISD Bond Election from Superintendent Michael Comeaux.**

Superintendent Michael Comeaux provided an informational presentation about the Anna Independent School District's Bond election and proposed projects within.

- b. **Consider/Discuss/Action on a Resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna EDC. (EDC)**

Taylor Lough explained that the City Council voted September 27, 2022, to approve the use agreement and special warranty deed for the transfer of real property at 101 S. Powell Parkway to the Anna EDC. This item is for the same use agreement and special warranty deed for the EDC to consider.

*Michelle Hawkins made a motion on behalf of the Economic Development Corporation to approve a resolution approving a use agreement with the City of Anna, Texas and approving a special warranty deed for the sale of real property to the Anna Economic Development Corporation. Shane Williams seconded the motion. All were in favor. Motion Passed.*

- c. **Consider/Discuss/Action on a Resolution approving an Incentive Agreement with 3 Nations Brewing LLC. (EDC)**

Taylor Lough explained the attached incentive for economic development will provide 3 Nations Brewing LLC with \$650,000 in exchange for 3 Nations Brewing LLC to improve and occupy 101 S. Powell Parkway for a brewpub that creates 15 jobs.

*Shane Williams made a motion on behalf of the Economic Development Corporation Board approving a resolution approving an incentive agreement for new economic development with 3 Nations Brewing, LLC. Kylee Kelley seconded the motion. All were in favor. Motion passed.*

**Officers:**

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

**Staff:**

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

**d. Consider/Discuss/Action on a Resolution approving a Lease Agreement with 3 Nations Brewing LLC for 101 S. Powell Pkwy. (EDC)**

Taylor Lough explained the resolution and lease agreement is between the Anna EDC as the landlord and 3 Nations Brewing LLC as the tenant. 3 Nations Brewing LLC will lease the property for five years with optional annual renewals for \$6,510 per month. Clark McCoy shared this is a standard lease agreement. Gina Maria Ottavio expressed concerns with section 4 e as the tenant shall be responsible for maintaining the premises and interior in good condition, and the landlord should only be responsible for structural items.

*Kylee Kelley made a motion on behalf of the Economic Development Corporation approving a resolution approving a lease agreement with 3 Nations Brewing, LLC and authorizing the lease under said agreement for property located at 101 S. Powell Parkway. Shane Williams seconded the motion. All were in favor. Motion passed.*

**e. Consider/Discuss/Action on engaging a real estate representative. (EDC)**

Joey Grisham explained the EDC has obtained an appraisal of the Inc-Cube building at 312 N. Powell Parkway, and the next step is to obtain a real estate representative to help sell the building. Shane Williams would like to see staff interview at least three potential realtors/groups.

**6. Director's Report**

**a. Strategic Plan Update**

The fiscal year annual report was provided to the Board. The Department is still operating under the 2020 Strategic Plan. September was a busy month as staff made several presentations and the city was featured in additional news articles. The LinkedIn page is almost to 1,000 connections.

**b. Financial Report/Sales Tax Update**

Sales tax reports for July were included in the packet. Sales tax increased 32.1% over last July. The year is expected to end well over the projected budget.

**c. November Meeting Update**

As the annual North Texas Commercial Association of Realtors (NTCAR) Expo is scheduled for Thursday, November 3, the date of the CDC-EDC Board's regularly scheduled meeting. The CDC-EDC Board will meet in a special called meeting on Wednesday, November 9, 2022, within the Municipal Complex.

**7. CLOSED SESSION (exceptions):**

**a. Deliberate regarding the purchase, exchange, lease or value of real property.**

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

**b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the**

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Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

**Staff:**

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

**Government Code** (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.

**c. Discuss or deliberate Economic Development Negotiations:**

- (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
- (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) potential retail and medical projects.

*Ronnie Kerr made a motion to enter closed session. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 7:17 p.m.*

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

*Gina Maria Ottavio made a motion to reconvene into open session. Ronnie Kerr seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:30 p.m.*

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

Anna Fest was a great success this past weekend. The Greater Anna Chamber of Commerce will be hosting Harvest Festival on Saturday, October 29<sup>th</sup>. Tuesday, November 8<sup>th</sup> is election day! Collin County is looking for temporary workers to help with elections. On Thursday, November 10<sup>th</sup>, the EDC will be hosting a Business Appreciation Breakfast in the Anna Municipal Complex.

**10. Adjourn.**

*Ronnie Kerr made a motion to adjourn the meeting at 7:34 p.m. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed.*

**APPROVED:**

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Bruce Norwood  
President of CDC/EDC

**ATTESTED:**

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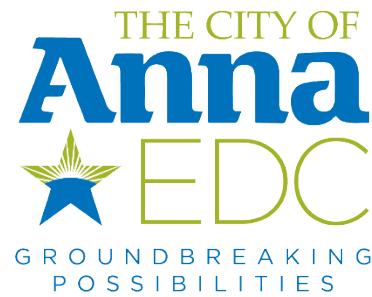
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**1. Call to Order. Roll Call and Establishment of Quorum.**

The meeting was called to order by Board Vice-President Shane Williams at 6:00 p.m.

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

Invocation was led by Shane Williams and Pledge of Allegiance was led by Kylee Kelley.

**3. Neighbor Comments.**

None.

**4. Consent Agenda.**

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

*Gina Maria made a motion on behalf of the CDC to approve the minutes from the September 7, 2022 Joint Community Development Corporation and Economic*

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Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
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*Development Corporation Special-Called Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

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Shane Williams, Vice-President  
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**Staff:**

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**7. CLOSED SESSION (exceptions):**

**a. Deliberate regarding the purchase, exchange, lease or value of real property.**

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**Officers:**

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

**Staff:**

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

**Government Code** (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.

**c. Discuss or deliberate Economic Development Negotiations:**

- (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
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*Ronnie Kerr made a motion to enter closed session. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 7:17 p.m.*

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

*Gina Maria Ottavio made a motion to reconvene into open session. Ronnie Kerr seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:30 p.m.*

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

Anna Fest was a great success this past weekend. The Greater Anna Chamber of Commerce will be hosting Harvest Festival on Saturday, October 29<sup>th</sup>. Tuesday, November 8<sup>th</sup> is election day! Collin County is looking for temporary workers to help with elections. On Thursday, November 10<sup>th</sup>, the EDC will be hosting a Business Appreciation Breakfast in the Anna Municipal Complex.

**10. Adjourn.**

*Ronnie Kerr made a motion to adjourn the meeting at 7:34 p.m. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed.*

**APPROVED:**

---

Bruce Norwood  
President of CDC/EDC

**ATTESTED:**

---

Rocio Gonzalez  
Secretary of CDC/EDC



**AGENDA ITEM:**  
**Individual Consideration.**

**SUMMARY:**

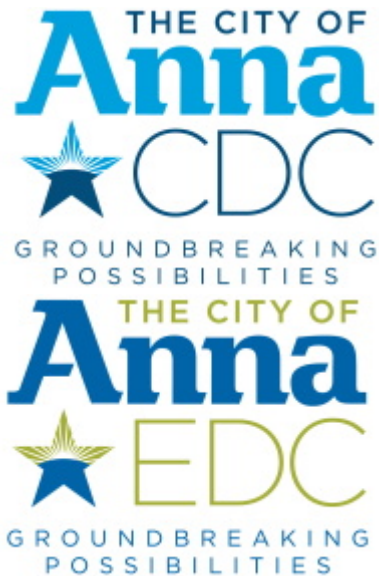
**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

Item No. 5.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:



Item No. 5.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:

**AGENDA ITEM:**

Conduct a public hearing and consider/discuss/action on a resolution of the Anna Community Development Corporation approving and authorizing the expenditure of funds for Phase I of the City of Anna Wayfinding Program and approving a professional services agreement with Lee Engineering, L.L.C. (CDC).

**SUMMARY:**

Following the sale of the Anna Business Park, the CDC/EDC Boards held a special-called meeting with the City Council in June 2022. Members discussed various projects related to the development of the downtown and citywide. One Citywide project that was identified as a priority was wayfinding and gateway signage that will help attract visitors and provide a sense of place and direction to destinations. As much as the City of Anna's major ROW entrances are owned by TxDOT, we coordinated with the city's engineering team to select Lee Engineering to lead the study and design of gateway entrance and wayfinding signage. MERJE will serve as a subcontractor and has extensive experience in community wayfinding programs. The scope and methodology as well as project timelines are attached, with Phase I expected to cost \$35,960.

**STAFF RECOMMENDATION:**

Approve.

**ATTACHMENTS:**

1. Resolution PSA Wayfinding
2. Wayfinding PSA\_Proposal\_Schedule
3. City of Anna Wayfinding Master Plan Scope \_LEE\_MERJE.v1-Updated with St of TX
4. Anna Texas Wayfinding\_Project Schedule\_v2A



**ANNA COMMUNITY DEVELOPMENT CORPORATION  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION  
APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PHASE I OF  
CITY OF ANNA WAYFINDING PROGRAM AND APPROVING A PROFESSIONAL  
SERVICES AGREEMENT WITH LEE ENGINEERING, L.L.C.**

**WHEREAS**, the Anna Community Development Corporation (the “CDC”) wishes to expend funds for Phase I of the City of Anna Wayfinding Program (the “Project”); and

**WHEREAS**, the CDC Board of Directors included funds for such a program in its current fiscal year budget; and

**WHEREAS**, the CDC desires to engage Lee Engineering, L.L.C. to provide professional services in relation to the Project; and

**WHEREAS**, the CDC Board of Directors has found and determined that the Project will promote new or expanded business development; and

**WHEREAS**, the CDC Board of Directors held a public hearing on the Project at a duly noticed public meeting on November 9, 2022;

**NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:**

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Project and Professional Services Agreement**

The CDC Board of Directors hereby approves and authorizes the expenditure of funds for the Project in the amounts set forth in the Professional Services Agreement attached to this resolution as Exhibit “1” and further approves said Professional Services Agreement and authorizes the CDC’s President or Vice President to execute same on behalf of the CDC.

PASSED AND APPROVED by the Anna Community Development Corporation this 9<sup>th</sup> day of November 2022.

APPROVED:

ATTEST:

\_\_\_\_\_  
Bruce Norwood, CDC President

\_\_\_\_\_  
Rocio Gonzalez, CDC Secretary

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN      §

THIS AGREEMENT is made and entered into as of the 9<sup>th</sup> day of November 2022, by and between the Anna Community Development Corporation, a Texas Type B Corporation with its corporate office at 120 W. 7<sup>th</sup> Street, Anna, Texas 75409, hereinafter called “OWNER” and Lee Engineering, L.L.C., an Arizona limited liability company, with its corporate office at 3030 LBJ Freeway, Suite 1660, Dallas, TX 75234, hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

### **ARTICLE 1** **ENGAGEMENT OF CONSULTANT**

OWNER hereby contracts with CONSULTANT, as an independent contractor, and CONSULTANT hereby agrees to perform the services described herein in connection with the project(s) as stated herein: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The professional services set out here are in connection with the following described project(s) (the “Project” whether one or more):

#### **CITY OF ANNA WAYFINDING PROGRAM – Phase I – Wayfinding Assessment and Schematic Design**

The Project shall include the professional services described under Article 2.A. of this Agreement and/or individual task orders which shall be governed by the terms of this Agreement.

### **ARTICLE 2** **SCOPE OF SERVICES**

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under “Scope of Services” as set forth in Exhibit “A” which is attached hereto and made part hereof as if written word for word herein.

- B. CONSULTANT may perform further services set forth in individual task orders which shall be signed by the parties and governed by the terms of this Agreement.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

Additional services to be performed by CONSULTANT, if authorized in writing by OWNER, whether included in the above-described Scope of Services, are described as follows:

- A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies. CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for OWNER's compliance efforts.
- B. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Sampling, testing, or analysis beyond that specifically included in the above-described Scope of Services.
- D. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.

### **ARTICLE 4**

#### **PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement.

CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the following schedule for completion:

See Exhibit "B" attached hereto. CONSULTANT shall provide written notice to OWNER if CONSULTANT anticipates any change to the schedule and in such event shall supply a new written schedule to replace Exhibit "B".

## **ARTICLE 5**

### **COMPENSATION**

**A. COMPENSATION TERMS:**

The amount of compensation paid to CONSULTANT shall be a not to exceed amount of \$35,960, except for option services including: Digital Strategy Report - \$8,500; Additional In-Person Meetings / Trips for MERGE (based on 2 days) \$ 4,640 (per person); and Additional In-Person Meetings for Lee Engineering – Hourly based on the attached hourly rate schedule.

**B. BILLING AND PAYMENT:** Partial payments to CONSULTANT will be made on the basis of detailed monthly (or agreed upon periodic) statements rendered to and approved by OWNER; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the OWNER'S Project representative or his designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated herein (including without limitation any applicable exhibits) within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the OWNER'S Project representative or his designee.

**C. ADDITIONAL SERVICES:** For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "A". Payments for additional services shall be due and payable upon submission by CONSULTANT and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

**D. PAYMENT:** If OWNER fails to make payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 30<sup>th</sup>

day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

## **ARTICLE 6**

### **OBSERVATION AND REVIEW OF THE WORK**

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants of CONSULTANT or of any other party providing construction services or related services in furtherance of the Project.

## **ARTICLE 7**

### **OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to the Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

## **ARTICLE 8**

### **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status. OWNER shall not control the means, methods, sequences, procedures, or techniques utilized by CONSULTANT to perform work or services under this Agreement or any associated task order.

## **ARTICLE 9**

### **AUDITS AND INSPECTION**

OWNER shall have the right to audit and make copies of CONSULTANT'S books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents

and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

#### **ARTICLE 10** **INDEMNITY AGREEMENT**

CONSULTANT shall indemnify, defend, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability for damages to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, consultant under contract, or another entity over which the CONSULTANT exercises control, including but not limited to reasonable attorney fees and related expenses in proportion to CONSULTANT's liability.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including without limitation the defense of governmental immunity, which defenses are hereby expressly reserved.

#### **ARTICLE 11** **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

## **ARTICLE 12**

### **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, OWNER may terminate by giving 30 days' advance written notice to the CONSULTANT.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination but may maintain copies of such documents for its use.

## **ARTICLE 13**

### **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

## **ARTICLE 14**

### **NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed delivered as of three days after mailing:

To CONSULTANT:

Attn: Dharmesh Shah, PE, PTOE  
Lee Engineering, L.L.C.  
3030 LBJ Freeway, Suite 1660  
Dallas, TX 75234

To OWNER:

Attn: Kimberly Garduno  
Anna CDC  
120 W. 7<sup>th</sup> St.  
Anna, Texas 75409

## **ARTICLE 15** **ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

## **ARTICLE 16** **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

## **ARTICLE 17** **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

## **ARTICLE 18** **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

## **ARTICLE 19** **PERSONNEL**

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with OWNER. CONSULTANT shall inform

OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

## **ARTICLE 20** **ASSIGNABILITY**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

## **ARTICLE 21** **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

## **ARTICLE 22** **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:
- Exhibit A – PROPOSAL FOR THE CITY OF ANNA WAYFINDING PROGRAM
- B. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Dharmesh M. Shah. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.

- E. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement.
- F. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER, unless disclosure is compelled by law, court, or other compulsory legal process. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the OWNER has caused this Agreement to be executed by its duly authorized undersigned officer, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer.

**ANNA COMMUNITY DEVELOPMENT CORPORATION,**  
a Texas Type B corporation

By: \_\_\_\_\_  
Bruce Norwood, its President

IN WITNESS WHEREOF:

STATE OF TEXAS           §  
                                      §  
COUNTY OF COLLIN      §

Before me, the undersigned notary public, on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared Bruce Norwood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as President of Anna Community Development Corporation.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

**LEE ENGINEERING, L.L.C.,**  
an Arizona limited liability company

By: \_\_\_\_\_  
Dharmesh Shah, its Vice President

IN WITNESS WHEREOF:

STATE OF TEXAS           §  
                                          §  
COUNTY OF DALLAS       §

Before me, the undersigned notary public, on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared Dharmesh Shah, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same for the purposes and consideration therein expressed and in his/her capacity as Vice President of Lee Engineering, L.L.C., an Arizona limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



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October 19, 2022

**Kimberly Garduno**

*Economic Development Coordinator*

City of Anna

120 W. 7th St.

Anna, TX 75409

RE: PROPOSAL FOR THE CITY OF ANNA WAYFINDING PROGRAM – Phase I – Wayfinding Assessment and Schematic Design

Dear Ms. Garduno:

Thank you for contacting Lee Engineering and MERJE team for the development of a wayfinding program for the City of Anna. MERJE focuses exclusively on wayfinding and signage projects, with specific expertise in Community Wayfinding programs.

Lee Engineering and MERJE have previously worked on various projects, including the City of Denton Wayfinding Program, LBJ / TEXpress Wayfinding Study, and a Communications Audit for DART.

MERJE has worked with cities, towns, and communities of all sizes and aspirations. We work with organizations, local stakeholders, and approving agencies daily, helping them establish wayfinding programs.

Having developed programs for more than 125 communities nationwide, we can share with you the best practices for designing a regional wayfinding program and the strategies associated with obtaining funding, long-term maintenance, and DOT regulations.

**METHODOLOGY**

Based on our discussions, we understand the best way to get the project off the ground is to start with a Wayfinding Assessment and Schematic Design. This will help the City and the design team establish appropriate wayfinding tools that are based on community priorities, wayfinding needs, and available funding. This design process provides a basic structure for advancing through the project and offers opportunities to address individual project issues that are unique to the City of Anna.

## PHASE 1: DISCOVERY & DESIGN

### Task 1 Wayfinding Assessment

#### TASK 1.1 Virtual Kick-Off meeting with Steering Committee.

The Consultant will conduct a virtual meeting with the City of Anna within one week of receiving a Notice to Proceed and a signed contract.

- Discuss the project work plan and schedule
- The City will identify stakeholders and steering committee members
- Obtain existing relevant documents (i.e., Comprehensive Plan, Downtown Master Plan, branding studies, tourism/marketing initiatives, etc.)

#### TASK 1.2 INFORMATION GATHERING (MERGE Trip #1)

The Consultant will:

- Conduct a field visit to tour and photograph critical features.
- Review existing relevant documents and planning work accomplished to date. (i.e., Comprehensive Plan, Downtown Master Plan, branding studies, tourism/marketing initiatives, etc.)
- Identify city gateways, districts, primary routes, major areas, points of interest, and destinations (cultural, business, shopping, education, parking, recreation, neighborhoods, etc.).

#### TASK 1.3 INTERVIEWS (MERGE Trip #1)

To provide the design team with an understanding of the issues, the Consultant will conduct a series of brief working meetings with wayfinding participants and user groups to review program criteria.

Conduct Stakeholder Interviews: The Consultant will conduct working meetings (interviews) with wayfinding participants and user groups to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking facilities, pedestrian requirements, districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance, and maintenance. Interviews will be held over a maximum of 3-day period, in small groups of 4-5 participants, typically for 45 min – 1 hour each. (TRIP #1)

#### TASK 1.4 Summarize the information gathered and set design and planning criteria for the project moving forward.

Confirm traffic engineering and design criteria with DOT and approving agencies. Identify a preliminary budget based on information gathered to date.

#### TASK 1.5 ADMINISTRATIVE STRATEGY

Finalize the Destination List and determine the terminology (or abbreviations) necessary for each destination/attraction.

Develop a project budget and identify public and private financial resources for the fabrication, installation, and maintenance of the wayfinding program. Outline potential Phasing plans if necessary.

#### **TASK 1.5      DIGITAL STRATEGY REPORT (Optional)**

Wayfinding Tools: Review requirements for digital and interactive tools, including wayfinding, mapping, transit, and other informational content and websites. Also, review available data feeds, formats, and existing capabilities (hardware, software, and connectivity). Finally, make recommendations on the types of digital wayfinding tools that may be considered.

Outline what digital content should be considered in the information architecture and user experience sequence. We will also identify the user interface information architecture and interactions. This step allows all stakeholders to understand how information is organized at all levels. It also serves as a diagrammatic map of how the information is stored and how the user accesses it. The resulting outline is a rich wireframe of the entire application structure, as well as the overall wayfinding strategy, including the potential use of electronic signage

**TASK 1.7      Prepare a Summary Wayfinding Assessment Presentation.**

**TASK 1.8      Present Summary Wayfinding Report to Steering Committee (1), Stakeholders (1), and (1) Public Open House. (MERGE TRIP #2 - see Schematic Design Presentation also)**

*Task 1 Deliverable: WAYFINDING ASSESSMENT PRESENTATION: We will provide recommendations in the form of a presentation.*

#### **TASK 2.0      SCHEMATIC DESIGN**

**TASK 2.1      Schematic Design (3 options)**

**GATEWAYS:** Based on the information gathered during stakeholder interviews, the Consultant team will identify 2-3 typical gateway locations and, through the use of case study images, present potential approaches, materials, and overall design intent. This will include a plan view, photographs of existing conditions, and visual examples of solutions from other places with similar situations. Note that these are not formal concepts, simply examples that show design intent to build consensus for placement and overall aesthetic direction. (See Task 4.0 for concepts).

This would also include an outline of "opportunities" and "challenges" associated with each type of gateway presented.

**WAYFINDING SIGNAGE:** Analyze tourism initiatives, historic elements, imagery, local architecture and culture, and additional information needed to formulate sign design concepts. Develop a conceptual menu of sign types and other elements. This would include typical designs and systems, location, size, shape, and colors. Three design options will be included.

TASK 2.2 Develop Preliminary Budgets based on design options presented.

TASK 2.3 Prepare Schematic Design Presentations:

- Preview presentation (virtual) with the City of Anna Project Manager. (at least one week before the Steering Committee presentation)

The following presentations/meetings will be conducted during the design team's Trip # 2 and will be conducted on the same or consecutive days)

- Presentation to Steering Committee to receive feedback on proposed design concepts.
- Meet with DOT to review signage concepts/wayfinding on State roadways.
- Present Design Concepts to Stakeholders and/or General Public/Community Review

ASK 2.6

*Task 2 Deliverable: A maximum of 3 formal presentations (Steering Committee, Stakeholders, and Public Open House). Note: All presentations shall be coordinated on the same or consecutive days.*

*Phase 1 recommendations will assist the City in determining which wayfinding initiatives and elements they may move forward with for Phase II.*

---

#### Fee

Thank you for considering the Lee Engineering team for Phase I of the City of Anna Wayfinding Program development. Based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following Fee:

#### Phase I: Wayfinding Assessment and Schematic Design

#### Fee

| Task                     | Fee                                                |
|--------------------------|----------------------------------------------------|
| 1. Wayfinding Analysis   | \$14,000 Lump Sum                                  |
| 2. Schematic Design      | \$17,960                                           |
| 3. Reimbursable          | \$4,000 (Not to Exceed) Bases on 2 Trips for MERGE |
| <b>Phase I Total Fee</b> | <b>\$35,960</b>                                    |

#### Optional Services

Digital Strategy Report - \$8,500

Additional In-Person Meetings / Trips for MERGE (based on 2 days) \$ 4,640 (per person)

Additional In-Person Meetings for Lee Engineering – Hourly based on the attached hourly rate schedule

**Phase II: Planning And Design Development (Not In Contract / Future Tasks)**

*The following tasks will be required for Phase II. The level of effort for each task (simple vs. complex) will be determined by Phase I recommendations, priorities, and budgets.*

|               |                            |                                              |
|---------------|----------------------------|----------------------------------------------|
| <b>Task 3</b> | <b>Programming</b>         | Prepare sign location plans and messages.    |
| <b>Task 4</b> | <b>Design Development</b>  | Refine and expand the selected design.       |
| <b>Task 5</b> | <b>Documentation</b>       | Prepare documentation drawings (Bid Package) |
| <b>Task 6</b> | <b>Construction Admin.</b> | Review shop drawings, samples, etc.          |

REIMBURSABLE EXPENSES

Reimbursable expenses, not to exceed the amounts identified per Phase, without prior written approval, are in addition to the basic compensation outlined above and will be billed to the client at the cost as incurred by the Consultant in the interest of the project. These expenses include but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, foam-core mock-ups, first-class mail, special overnight mail, and delivery services, and messenger services.

ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the client, a separate proposal will be developed to address a specific project requirement.

- Programming, Design Development, and/or Documentation
- Bidding Assistance and Construction Administration.
- Additional Meeting Per Diem (\$ 1,320 + Travel Expenses)
- Structural, electrical or civil engineering
- Interpretive signage for historic areas
- Historic markers or special historic walking tour
- Design of wall murals, super graphics, or other sign types outside the agreed-upon menu.
- Landscape or lighting design.
- Orientation map design and artwork.
- Trail or Bicycle Signage
- Mobile phone applications and any other digital wayfinding tools.

We appreciate you considering the Lee Engineering team to provide professional services for this project. If you have any questions regarding the above, do not hesitate to get in touch with me at (972) 948 1009.

Thank you very much for the opportunity. We look forward to working with you on this project.

Sincerely,

Dharmesh Shah, PE, PTOE  
Lee Engineering, LLC

**Lee Engineering**  
**Terms and Conditions**  
**March 31, 2022**

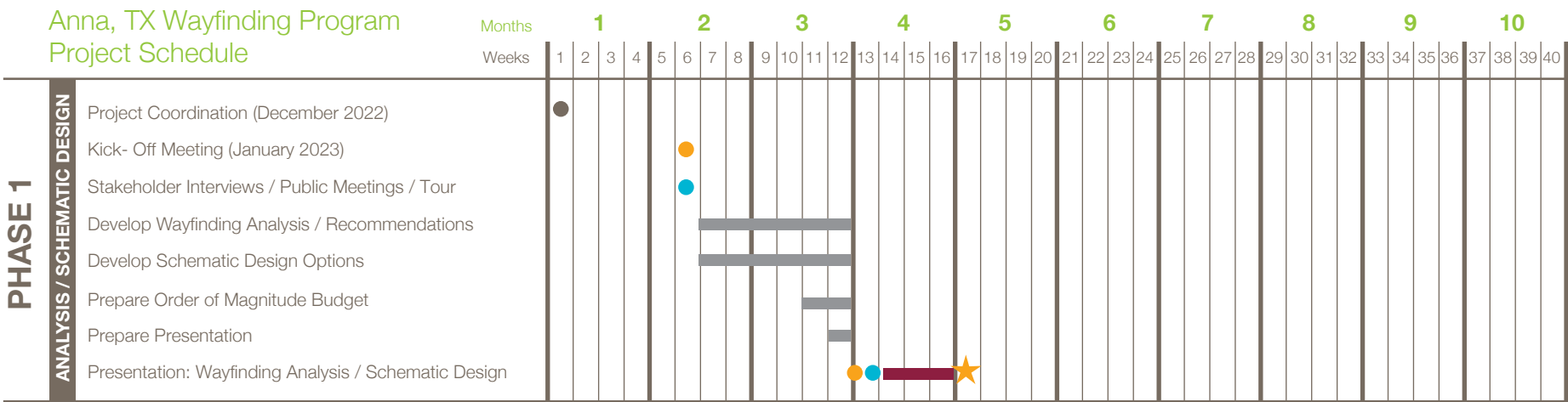
Hourly and additional services as authorized by you will be performed at the following rates:

|                            |                     |
|----------------------------|---------------------|
| Principal                  | \$285.00 per hour   |
| Senior Project Manager     | \$240.00 per hour   |
| Project Manager            | \$185.00 per hour   |
| Senior Program Manager     | \$240.00 per hour   |
| Program Manager            | \$185.00 per hour   |
| Senior Engineer            | \$175.00 per hour   |
| Project Engineer           | \$150.00 per hour   |
| Sr. Engineering Designer   | \$125.00 per hour   |
| Engineering Designer       | \$115.00 per hour   |
| Engineering Designer I     | \$ 75.00 per hour   |
| Senior ITS System Designer | \$185.00 per hour   |
| ITS System Designer        | \$130.00 per hour   |
| CAD Designer               | \$ 95.00 per hour   |
| Senior Technician          | \$120.00 per hour   |
| Technician                 | \$ 75.00 per hour   |
| Data Collector             | \$ 80.00 per hour   |
| Accountant                 | \$ 75.00 per hour   |
| Admin Assistant            | \$ 50.00 per hour   |
| Intern                     | \$ 60.00 per hour   |
| Highway travel             | IRS Allowable Rate  |
| Meals, lodging, air fares  | out-of-pocket costs |
| Other Direct Expenses      | at cost             |

**TERMS AND CONDITIONS:**

1. This proposal is valid for 60 days. After 60 days we reserve the right to modify the proposed fee and/or schedule.
2. Invoices will be submitted monthly and are due and payable when received.
3. Interest at the rate of 1.5% per month will be applied to invoices not paid within 30 days of initial billing date.
4. We reserve the right to cease work on delinquent accounts.
5. We reserve the right to bill for expenses related to delays caused by contracting party.
6. Contracting party is responsible for paying all fees and expenses associated with all activities related to an engagement, regardless of the outcome of the project. Credit will be given for payments received directly from clients of the contracting party or from others.
7. The retainer fee will be credited against fee with the final invoice.
8. In addition to invoices rendered and interest thereon, contracting party agrees to pay any and all legal fees and costs incurred in collecting overdue accounts.
9. Rates are subject to change annually. Work performed in subsequent years will be charged at the adjusted rates.
10. Draft reports are for review purposes only and are not to be released to any entity that is not party to this agreement.
11. Extra copies of reports will be billed at \$10.00 per copy.
12. All contracts shall be subject to the laws of the State of Texas.

EXHIBIT B



- Key**
- Steering Committee

Stakeholders / Public

Site Checks
- MERJE Tasks

Client Review / Approvals

Stage Complete

**Phase 1: Analysis and Schematic Design Schedule:**

Schedule shown illustrates typical time frames for tasks provide by Lee Engineerg and MERJE. Client reviews and approvals, including State, County and City are difficult to predict and generally have a effect on the final completion date

We will work with you to develop a revised project schedule once we have a better understanding of the project and your internal approval requirements and protocols.



---

October 19, 2022

**Kimberly Garduno**

*Economic Development Coordinator*

City of Anna

120 W. 7th St.

Anna, TX 75409

RE: PROPOSAL FOR THE CITY OF ANNA WAYFINDING PROGRAM – Phase I – Wayfinding Assessment and Schematic Design

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The Consultant will:

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#### TASK 1.3 INTERVIEWS (MERGE Trip #1)

To provide the design team with an understanding of the issues, the Consultant will conduct a series of brief working meetings with wayfinding participants and user groups to review program criteria.

Conduct Stakeholder Interviews: The Consultant will conduct working meetings (interviews) with wayfinding participants and user groups to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking facilities, pedestrian requirements, districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance, and maintenance. Interviews will be held over a maximum of 3-day period, in small groups of 4-5 participants, typically for 45 min – 1 hour each. (TRIP #1)

#### TASK 1.4 Summarize the information gathered and set design and planning criteria for the project moving forward.

Confirm traffic engineering and design criteria with DOT and approving agencies. Identify a preliminary budget based on information gathered to date.

#### TASK 1.5 ADMINISTRATIVE STRATEGY

Finalize the Destination List and determine the terminology (or abbreviations) necessary for each destination/attraction.

Develop a project budget and identify public and private financial resources for the fabrication, installation, and maintenance of the wayfinding program. Outline potential Phasing plans if necessary.

#### **TASK 1.5      DIGITAL STRATEGY REPORT (Optional)**

Wayfinding Tools: Review requirements for digital and interactive tools, including wayfinding, mapping, transit, and other informational content and websites. Also, review available data feeds, formats, and existing capabilities (hardware, software, and connectivity). Finally, make recommendations on the types of digital wayfinding tools that may be considered.

Outline what digital content should be considered in the information architecture and user experience sequence. We will also identify the user interface information architecture and interactions. This step allows all stakeholders to understand how information is organized at all levels. It also serves as a diagrammatic map of how the information is stored and how the user accesses it. The resulting outline is a rich wireframe of the entire application structure, as well as the overall wayfinding strategy, including the potential use of electronic signage

**TASK 1.7      Prepare a Summary Wayfinding Assessment Presentation.**

**TASK 1.8      Present Summary Wayfinding Report to Steering Committee (1), Stakeholders (1), and (1) Public Open House. (MERGE TRIP #2 - see Schematic Design Presentation also)**

*Task 1 Deliverable: WAYFINDING ASSESSMENT PRESENTATION: We will provide recommendations in the form of a presentation.*

#### **TASK 2.0      SCHEMATIC DESIGN**

**TASK 2.1      Schematic Design (3 options)**

**GATEWAYS:** Based on the information gathered during stakeholder interviews, the Consultant team will identify 2-3 typical gateway locations and, through the use of case study images, present potential approaches, materials, and overall design intent. This will include a plan view, photographs of existing conditions, and visual examples of solutions from other places with similar situations. Note that these are not formal concepts, simply examples that show design intent to build consensus for placement and overall aesthetic direction. (See Task 4.0 for concepts).

This would also include an outline of "opportunities" and "challenges" associated with each type of gateway presented.

**WAYFINDING SIGNAGE:** Analyze tourism initiatives, historic elements, imagery, local architecture and culture, and additional information needed to formulate sign design concepts. Develop a conceptual menu of sign types and other elements. This would include typical designs and systems, location, size, shape, and colors. Three design options will be included.

TASK 2.2 Develop Preliminary Budgets based on design options presented.

TASK 2.3 Prepare Schematic Design Presentations:

- Preview presentation (virtual) with the City of Anna Project Manager. (at least one week before the Steering Committee presentation)

The following presentations/meetings will be conducted during the design team's Trip # 2 and will be conducted on the same or consecutive days)

- Presentation to Steering Committee to receive feedback on proposed design concepts.
- Meet with DOT to review signage concepts/wayfinding on State roadways.
- Present Design Concepts to Stakeholders and/or General Public/Community Review

ASK 2.6

*Task 2 Deliverable: A maximum of 3 formal presentations (Steering Committee, Stakeholders, and Public Open House). Note: All presentations shall be coordinated on the same or consecutive days.*

*Phase 1 recommendations will assist the City in determining which wayfinding initiatives and elements they may move forward with for Phase II.*

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#### Fee

Thank you for considering the Lee Engineering team for Phase I of the City of Anna Wayfinding Program development. Based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following Fee:

#### Phase I: Wayfinding Assessment and Schematic Design

#### Fee

| Task                     | Fee                                                |
|--------------------------|----------------------------------------------------|
| 1. Wayfinding Analysis   | \$14,000 Lump Sum                                  |
| 2. Schematic Design      | \$17,960                                           |
| 3. Reimbursable          | \$4,000 (Not to Exceed) Bases on 2 Trips for MERGE |
| <b>Phase I Total Fee</b> | <b>\$35,960</b>                                    |

#### Optional Services

Digital Strategy Report - \$8,500

Additional In-Person Meetings / Trips for MERGE (based on 2 days) \$ 4,640 (per person)

Additional In-Person Meetings for Lee Engineering – Hourly based on the attached hourly rate schedule

**Phase II: Planning And Design Development (Not In Contract / Future Tasks)**

*The following tasks will be required for Phase II. The level of effort for each task (simple vs. complex) will be determined by Phase I recommendations, priorities, and budgets.*

|               |                            |                                              |
|---------------|----------------------------|----------------------------------------------|
| <b>Task 3</b> | <b>Programming</b>         | Prepare sign location plans and messages.    |
| <b>Task 4</b> | <b>Design Development</b>  | Refine and expand the selected design.       |
| <b>Task 5</b> | <b>Documentation</b>       | Prepare documentation drawings (Bid Package) |
| <b>Task 6</b> | <b>Construction Admin.</b> | Review shop drawings, samples, etc.          |

REIMBURSABLE EXPENSES

Reimbursable expenses, not to exceed the amounts identified per Phase, without prior written approval, are in addition to the basic compensation outlined above and will be billed to the client at the cost as incurred by the Consultant in the interest of the project. These expenses include but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, foam-core mock-ups, first-class mail, special overnight mail, and delivery services, and messenger services.

ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the client, a separate proposal will be developed to address a specific project requirement.

- Programming, Design Development, and/or Documentation
- Bidding Assistance and Construction Administration.
- Additional Meeting Per Diem (\$ 1,320 + Travel Expenses)
- Structural, electrical or civil engineering
- Interpretive signage for historic areas
- Historic markers or special historic walking tour
- Design of wall murals, super graphics, or other sign types outside the agreed-upon menu.
- Landscape or lighting design.
- Orientation map design and artwork.
- Trail or Bicycle Signage
- Mobile phone applications and any other digital wayfinding tools.

We appreciate you considering the Lee Engineering team to provide professional services for this project. If you have any questions regarding the above, do not hesitate to get in touch with me at (972) 948 1009.

Thank you very much for the opportunity. We look forward to working with you on this project.

Sincerely,

Dharmesh Shah, PE, PTOE  
Lee Engineering, LLC

**Lee Engineering**  
**Terms and Conditions**  
**March 31, 2022**

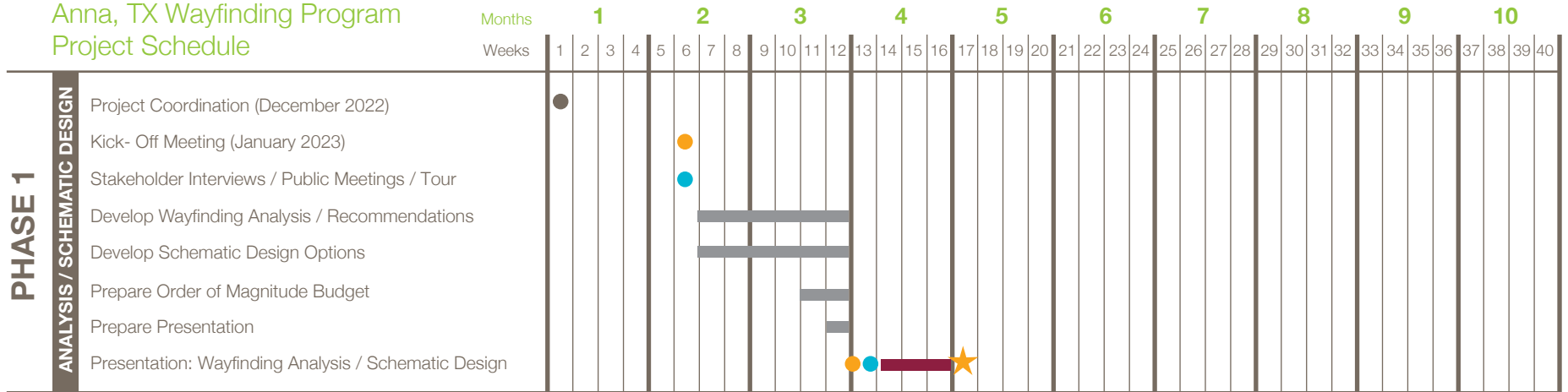
Hourly and additional services as authorized by you will be performed at the following rates:

|                            |                     |
|----------------------------|---------------------|
| Principal                  | \$285.00 per hour   |
| Senior Project Manager     | \$240.00 per hour   |
| Project Manager            | \$185.00 per hour   |
| Senior Program Manager     | \$240.00 per hour   |
| Program Manager            | \$185.00 per hour   |
| Senior Engineer            | \$175.00 per hour   |
| Project Engineer           | \$150.00 per hour   |
| Sr. Engineering Designer   | \$125.00 per hour   |
| Engineering Designer       | \$115.00 per hour   |
| Engineering Designer I     | \$ 75.00 per hour   |
| Senior ITS System Designer | \$185.00 per hour   |
| ITS System Designer        | \$130.00 per hour   |
| CAD Designer               | \$ 95.00 per hour   |
| Senior Technician          | \$120.00 per hour   |
| Technician                 | \$ 75.00 per hour   |
| Data Collector             | \$ 80.00 per hour   |
| Accountant                 | \$ 75.00 per hour   |
| Admin Assistant            | \$ 50.00 per hour   |
| Intern                     | \$ 60.00 per hour   |
| Highway travel             | IRS Allowable Rate  |
| Meals, lodging, air fares  | out-of-pocket costs |
| Other Direct Expenses      | at cost             |

**TERMS AND CONDITIONS:**

1. This proposal is valid for 60 days. After 60 days we reserve the right to modify the proposed fee and/or schedule.
2. Invoices will be submitted monthly and are due and payable when received.
3. Interest at the rate of 1.5% per month will be applied to invoices not paid within 30 days of initial billing date.
4. We reserve the right to cease work on delinquent accounts.
5. We reserve the right to bill for expenses related to delays caused by contracting party.
6. Contracting party is responsible for paying all fees and expenses associated with all activities related to an engagement, regardless of the outcome of the project. Credit will be given for payments received directly from clients of the contracting party or from others.
7. The retainer fee will be credited against fee with the final invoice.
8. In addition to invoices rendered and interest thereon, contracting party agrees to pay any and all legal fees and costs incurred in collecting overdue accounts.
9. Rates are subject to change annually. Work performed in subsequent years will be charged at the adjusted rates.
10. Draft reports are for review purposes only and are not to be released to any entity that is not party to this agreement.
11. Extra copies of reports will be billed at \$10.00 per copy.
12. All contracts shall be subject to the laws of the State of Texas.

## Anna, TX Wayfinding Program Project Schedule



### Key

|                       |   |                           |   |
|-----------------------|---|---------------------------|---|
| Steering Committee    | ● | MERJE Tasks               | ■ |
| Stakeholders / Public | ● | Client Review / Approvals | ■ |
| Site Checks           | ● | Stage Complete            | ★ |

### Phase 1: Analysis and Schematic Design Schedule:

Schedule shown illustrates typical time frames for tasks provide by Lee Engineerg and MERJE. Client reviews and approvals, including State, County and City are difficult to predict and generally have a effect on the final completion date

We will work with you to develop a revised project schedule once we have a better understanding of the project and your internal approval requirements and protocols.



**AGENDA ITEM:**  
**Director's Report.**

**SUMMARY:**

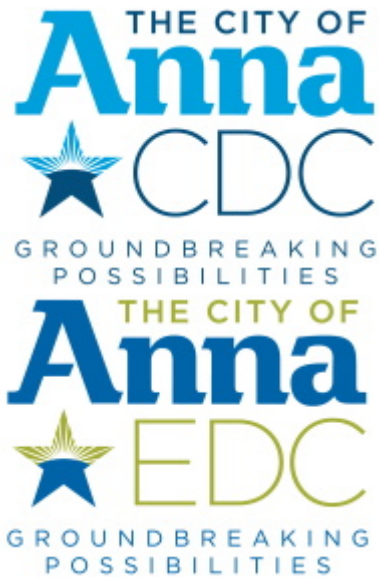
**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

Item No. 6.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:



Item No. 6.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:

**AGENDA ITEM:**

Strategic Plan Update

**SUMMARY:**

Noteworthy events and activities in October included:

- Director attended Texas Economic Development Council's 2022 Annual Conference in San Antonio
- Met with Cooksey Communications to review FY23 advertisements and sponsorships
- Coordinator met with reps from Anna H.S. and Workforce Solutions McKinney to create BR&E Taskforce
- City of Anna featured in Dallas Morning News and NBC DFW's Boomtown Series
- Asst. Director was a featured speaker at the REDNEWS Collin County Summit

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

1. October 2022 Strategic Plan Update (4)

# Economic Development Strategic Plan Highlights October 2022

- Director attended Texas Economic Development Council's 2022 Annual Conference in San Antonio
- Met with Cooksey Communications to review FY23 advertisements and sponsorships
- Coordinator met with reps from Anna H.S. and Workforce Solutions McKinney to create BR&E Taskforce
- City of Anna featured in Dallas Morning News and NBC DFW's Boomtown Series
- Asst. Director was a featured speaker at the REDNEWS Collin County Summit



# Measureables

**October 2022**



Real Estate Broker /  
Developer Meetings: 16



Business Retention  
Expansion Visits: 12



Construction /  
Architectural Meetings: 3



New Newsletter  
Subscribers: 138 (1,087 total)



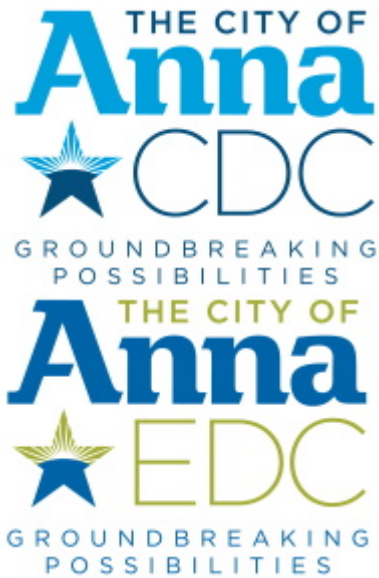
Website Users: 2,178 (6%  
decrease in new users in  
30 days)



Website Pageviews: 3,435  
(6.5% decrease in 30 days)



New LinkedIn Followers: 49  
(986 total)



Item No. 6.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:

**AGENDA ITEM:**

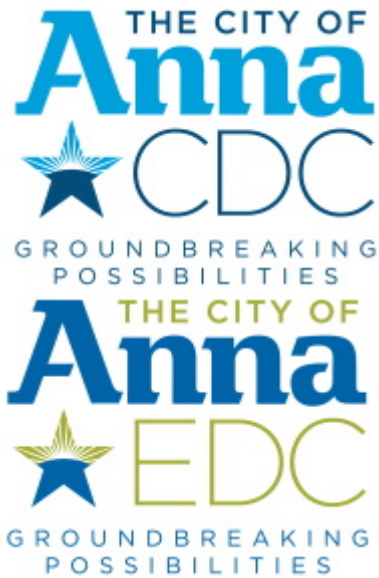
NTCAR Recap

**SUMMARY:**

Thursday, November 3rd EDC Staff hosted a booth at the North Texas Commercial Association of Realtors (NTCAR) Expo at the Sheraton Hotel Dallas. The event featured commercial real estate professionals and industry-related exhibitors for networking, sharing market information, learning about up and coming developments, and deal making.

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 6.c.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:

**AGENDA ITEM:**

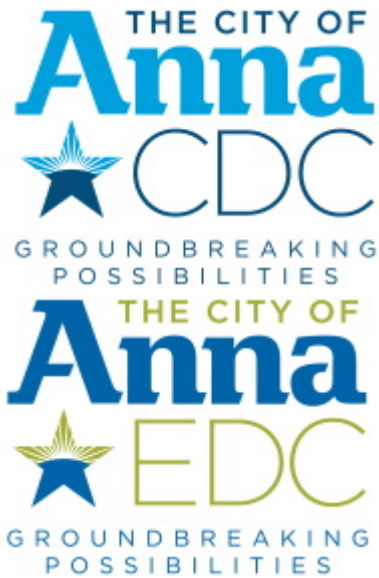
Brewery Update

**SUMMARY:**

The lease and incentive agreement approved by the Board in October is on the November 8th City Council meeting. Staff will provide an update and timeline for the project.

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 6.d.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:

**AGENDA ITEM:**

Resignation of Vice President Shane Williams.

**SUMMARY:**

Board Vice President Shane Williams has provided his resignation due to a change in address. This will be his last meeting. Thank you for your time, participation, and leadership, Shane!

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



**AGENDA ITEM:**  
**Closed Session.**

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

Item No. 7.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:



Item No. 8.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact:

**AGENDA ITEM:**

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

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



**AGENDA ITEM:**

**Adjourn.**

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

Item No. 10.

EDC/CDC Agenda  
Staff Report

Meeting Date: 11/9/2022  
Staff Contact: